



**AGENDA**  
**REGULAR MEETING OF THE CITY COUNCIL AND**  
**JOINT MEETING OF THE CLOVERDALE COMMUNITY DEVELOPMENT SUCCESSOR AGENCY BOARD OF DIRECTORS**

**TUESDAY, JUNE 28, 2016**

**PUBLIC BUSINESS SESSION: 6:30 p.m.**  
**PUBLIC BUSINESS SESSION LOCATION: CLOVERDALE PERFORMING ARTS CENTER, 209 N. CLOVERDALE BLVD.,**  
**CLOVERDALE, CA 95425**

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The Cloverdale City Council welcomes you to its meetings that are typically scheduled for the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month. Your interest and participation are encouraged and appreciated. ***Please silence all pagers, cellular telephones and other communications devices upon entering the meeting.***

**ADDRESSING THE CITY COUNCIL:**

When asked to do so by the Mayor, those wishing to address the City Council are asked to step up to the podium. Speak directly into the microphone so everyone in the audience can hear your comments and so they'll be recorded into the official record. State your name and City of Residence for the record. Per City Council Policy, three (3) minutes are typically allotted to each speaker. However, Council may at its discretion revise the amount of time allotted. Public comments will normally be received after staff presentations on an agenda item and before the City Council starts deliberations. A Talking Tips sheet is available for your use.

***We may disagree, but we will be respectful of one another.***  
***All comments will be directed to the issue at hand, and addressed to the City Council.***  
***Personal attacks are unacceptable.***

**DISABLED OR SPECIAL NEEDS ACCOMMODATION:** In compliance with the Americans with Disabilities Act, if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at 894-2521. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

**WAIVER WARNING:** If you challenge decisions/directions of the City Council in court, you may be limited to raising only those issues you or someone else raised at public hearings(s) described in this Agenda, or in written correspondence delivered to the City of Cloverdale at, or prior to, the public hearing(s).

## **CONVENE PUBLIC BUSINESS SESSION – 6:30 p.m.**

### **OPENING:**

- Call to Order
- Pledge of Allegiance
- Roll Call
- Conflict of Interest Declaration
- Agenda Review – Regular Session (Changes and/or Deletions)

### **PUBLIC COMMENTS:**

Any person wishing to speak to the City Council on any item not listed on the agenda may do so at this time. Members of the public have the right to speak on any items on the Council Agenda during that item. Pursuant to the Brown Act, the City Council is not allowed to consider issues or take action on any item not listed on the agenda. Each person wishing to speak must go to the podium when advised by the Mayor and speak directly into the microphone.

### **PROCLAMATIONS / PRESENTATIONS:**

1. **Badge pinning of Officer Katie Vanoni- Cramer**
2. **Presentation by the County of Sonoma Permit and Resource Management Department (PRMD) on community separators- Kelley (Pages 1-46)**
3. **Presentation by the State Water Resources Control Board – Division of Drinking Water about the Six Acres Water Company Public Water System and request to consolidate the district with the City of Cloverdale’s water system- Kelley (Pages 47-82)**

### **CONSENT CALENDAR:**

All items under Consent Calendar will be considered together by one action of the Council unless any Council Member or member of the public requests that an item be removed and considered separately.

4. **Action on Resolution No. 043-2016, Authorizing signatures for the City of Cloverdale General Checking Account held at the Exchange Bank – Cavallari (Pages 83-84)**
5. **Action on Resolution No. 044-2016, Approving the Budget for Fiscal Year 2016-2017- Cavallari (Pages 85-88)**
6. **Action on Resolution No. 045-2016, Adopting the Appropriations Limit for Fiscal Year 16-17- Cavallari (Pages 89-94)**
7. **Action on Resolution 046-2016, Approving an Amended Administrative Agreement between the County of Sonoma and the City of Cloverdale relating to the collection of assessments from the local lodging providers pursuant to the enabling County Ordinance of 2004-Cavallari (Pages 95-102)**
8. **Action on Resolution No. 047-2016, Authorizing the City Manager to issue a Purchase Order to WestTech Engineering, Inc. for Clarifier Media and Related Supplies- Cavallari (Pages 103-108)**
9. **Rejection of Claim Against the City: Denise Bleuel- Cayler (Pages 109-148)**
10. **Action on Resolution No.048-2016 Awarding and Authorizing the City Manager to sign a contract with Pipe and Plant Solutions, Inc. in the amount of \$524,365 for biosolids removal- Apodaca (Pages 149-152)**
11. **Action on Resolution No. 049-2016, Calling for a General Municipal Election to be held on November 8, 2016, for the election of two members of the City Council, requesting the Sonoma County Board of Supervisors to consolidate the General Election with the Statewide Election- Cayler (Pages 153-156)**
12. **Action on Resolution No. 050-2016, Requiring each candidate to pay the full cost, including payment in advance to the local agency an estimated pro rata share, as a condition of having his or her statement included in the Voter's Pamphlet- Cayler (Pages 157-158)**

- 13. Action on a Minute Order of the City Council of the City of Cloverdale, Authorizing the Mayor to sign a letter addressed to the Metropolitan Transportation Commission (MTC) in support of inclusion of the SMART Phase 3 Project in Plan Bay Area 2040- Kelley (Pages 159-164)**

**Recommendation:** Staff recommends that the City Council adopt the Consent Calendar.

**COMMUNICATIONS:**

Council may discuss at this time written communications sent to Council members since the last council meeting. Written communication to be discussed will be listed below, if any.

- 14. Letter from Federal Aviation Administration (FAA) regarding requirements for airport closure- Cayler (Pages 165-168)**

**PUBLIC HEARINGS:**

- 15. Action on Resolution No. 051-2016, Establishing and updating the Schedule of Fees and Charges for City Services and repealing previously adopted and conflicting fees and charges for such services- Cavallari (Pages 169-188)**

**Recommendation:** Staff recommends adopting Resolution No. 051-2016, Establishing and updating the Schedule of Fees and Charges for City Services and repealing previously adopted and conflicting fees and charges for such services.

- 16. Public Hearing and Action on Resolutions, Authorizing Assessments for Fiscal Year 2016-17 for Cloverdale Landscaping and Lighting Assessment District and approving the Annual Engineer's Report- Apodaca (Pages 189-236)**

**Recommendation:** Staff recommends conducting a public hearing and consider resolutions approving the Annual Engineer's Report as filed, confirming the assessment diagram and amounts as set forth therein and authorizing the levy and collection of assessments for Fiscal Year 2016-17 for the Cloverdale Landscaping and Lighting Assessment.

- 17. Public Hearing on Notice to Destroy Weeds for specified private properties located within the city limits and action on Resolution 055-2016 –Kelley (Pages 237-240)**

**NEW BUSINESS:**

- 18. Action on Resolution No. 056-2016, Approving At-Will-Agreement for Public Works Director- Cayler (Pages 241-254)**

**Recommendation:** Staff recommends adopting Resolution No. 056-2016, approving an At-Will-Agreement with Mark Rincon-Ibarra to fill the Public Works Director position.

- 19. Action on Resolution No. 057-2016, Authorizing the City Manager to execute the Subdivision Completion Agreement for Southcrest Acres Subdivision- Apodaca (Pages 255-297)**

**Recommendation:** Staff recommends adopting Resolution 057-2016, authorizing the City Manager to execute the Subdivision Completion Agreement for Southcrest Acres Subdivision.

**20. City Council Discussion Regarding Ballot Measure Options for Possible Commercial Marijuana Business Tax- Sanchez, Cayler, and Cramer (Pages 298-301)**

**Recommendation:** Staff recommends Council receive information and provide direction to staff.

**SUBCOMMITTEE ITEMS:** None

**SUBCOMMITTEE REPORTS:** (VERBAL REPORTS: 15 minutes)

- Airport (Chair, Councilmember Cox and Vice Mayor Wolter) - Next Meeting: July 19, 2016, 9:00 a.m.
- Finance, Administration & Police (Chair, Mayor Brigham and Vice Mayor Wolter) - Next Meeting: July 28, 2016, 2:00 p.m.
- Planning & Community Development (Chair, Vice Mayor Wolter and Mayor Brigham) - Next Meeting: August 16, 2016, 4:00 p.m.
- Public Works (Chair, Councilmember Russell and Councilmember Cox) - Next Meeting: July 26, 2016, 10:30 a.m.
- Joint City/Fire District (Chair, Councilmember Palla and Mayor Brigham) - Next Meeting: TBD
- Joint City/School District (Chair, Councilmember Palla and Councilmember Cox) – Next Meeting: September 19, 2016, 5:00 p.m.

**COUNCIL REPORTS (INCLUDING STUDENT LIAISON):** (VERBAL REPORTS: 15 minutes)

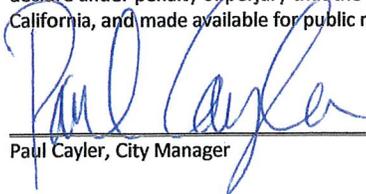
**LEGISLATIVE REPORT:**

**CITY MANAGER/CITY ATTORNEY REPORT:**

**COUNCIL DIRECTION ON FUTURE AGENDA ITEMS:**

**ADJOURNMENT:** Adjourn to a regular meeting of the City Council and Cloverdale Community Development Successor Agency, Tuesday, July 12, 2016, for Closed Session at 5:30 p.m. (at the City Hall Conference Room 124 N. Cloverdale Blvd., Cloverdale, CA 95425) and Public Business Session at 6:30 p.m. (at the Cloverdale Performing Arts Center 209 N. Cloverdale Blvd., Cloverdale, CA 95425).

The City does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation. Questions about this agenda should be directed to City Hall at 707/894-2521. State of California, County of Sonoma, City of Cloverdale. CERTIFICATION I, Paul Cayler, do hereby declare under penalty of perjury that the foregoing agenda was posted on the outdoor bulletin board at the City Hall, 124 N. Cloverdale Blvd., Cloverdale, California, and made available for public review, prior to or on this 23<sup>rd</sup> day of June, 2016, at or before 5:00 p.m.



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Paul Cayler, City Manager



**City Council/Successor Agency  
Agenda Item Summary**

Agenda Item: 2  
Meeting Date: June 28, 2016

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|---|--|
| <b>Agenda Section</b><br>Proclamations/Presentation | <b>Staff Contact</b><br>David Kelley, Assistant City Manager / Community Dev. Dir. |
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**Agenda Item Title**

Presentation by the County of Sonoma Permit and Resource Management Department (PRMD) on community separators.

**Summary**

Community separators are lands designated by the County of Sonoma to serve as greenbelts between towns and cities to protect rural character, prevent sprawl and maintain community identity. Community separators are intended to be companion measures on County property to Urban Growth Boundaries for Cities. According to the Sonoma County General Plan, Community Separators are lands that “function as rural open space to separate cities and other communities, to contain urban development, and to provide city and community identity by providing visual relief from continuous urbanization.” Currently, the Sonoma County General Plan does not identify a community separator between the Cities of Healdsburg and Cloverdale.

Existing voter-backed measures that retain existing community separators in place, expire in 2016. Last year, the Sonoma County Board of Supervisors voted unanimously to develop a ballot measure to renew voter protections for existing community separators for the November 2016 general election. In December 2015, the Board of Supervisors approved a Community Separators work plan and directed PRMD staff to: (1) prepare a draft ballot measure to be placed on the November 2016 ballot to extend voter protections for Community Separators; and (2) engage in a public outreach process to consider clarifying policies and adding more lands to Community Separators. In March and April 2016, the Sonoma County Permit and Resource Management Department (PRMD) held public workshops to gather community input on the ballot measure and concurrent General Plan Amendment to designate priority lands identified in the Sonoma County General Plan as community separators. PRMD held a Public Workshop in Cloverdale on April 6th. Attached is a map reflecting the boundaries of the proposed new Community Separator between Cloverdale and Healdsburg (Attachment 1) referred to by PRMD as the Cloverdale/Northeast County Separator.

The Sonoma County Planning Commission held a public meeting on the proposed Community Separators on Thursday, June 23<sup>rd</sup>. PRMD is requesting that the Sonoma County Planning Commission recommend that the Board of Supervisors call for an election and place the Community Separators Protection Ordinance on the ballot, and recommend approval of General Plan map and text amendments and corresponding zoning database changes. A copy of the PRMD agenda report to the Sonoma County Planning Commission is attached (Attachment 2). The Board of Supervisors is expected to finalize the ballot measure to renew voter protections for community separator in July or August to ensure it goes on the November 2016 ballot. A copy of PRMD presentation is attached (Attachment 3).

**Options**

- 1) Receive a presentation by the County of Sonoma Permit and Resource Management Department (PRMD) on community separators and provide feedback. This is a presentation only in order to provide feedback and ask questions. No action required.

P.O. Box 217 • 124 North Cloverdale Blvd. • Cloverdale, CA 95425-0217 • Telephone (707) 894-2521 • FAX (707) 894-3451

(Rev. 07/12)

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**Budget/Financial Impact**

This action does not result in a budgetary/fiscal impact.

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**Subcommittee Recommendation**

None.

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**Recommended Council Action**

The Assistant City Manager recommends that the City Council hear the presentation from PRMD staff, allow public comment and provide feedback.

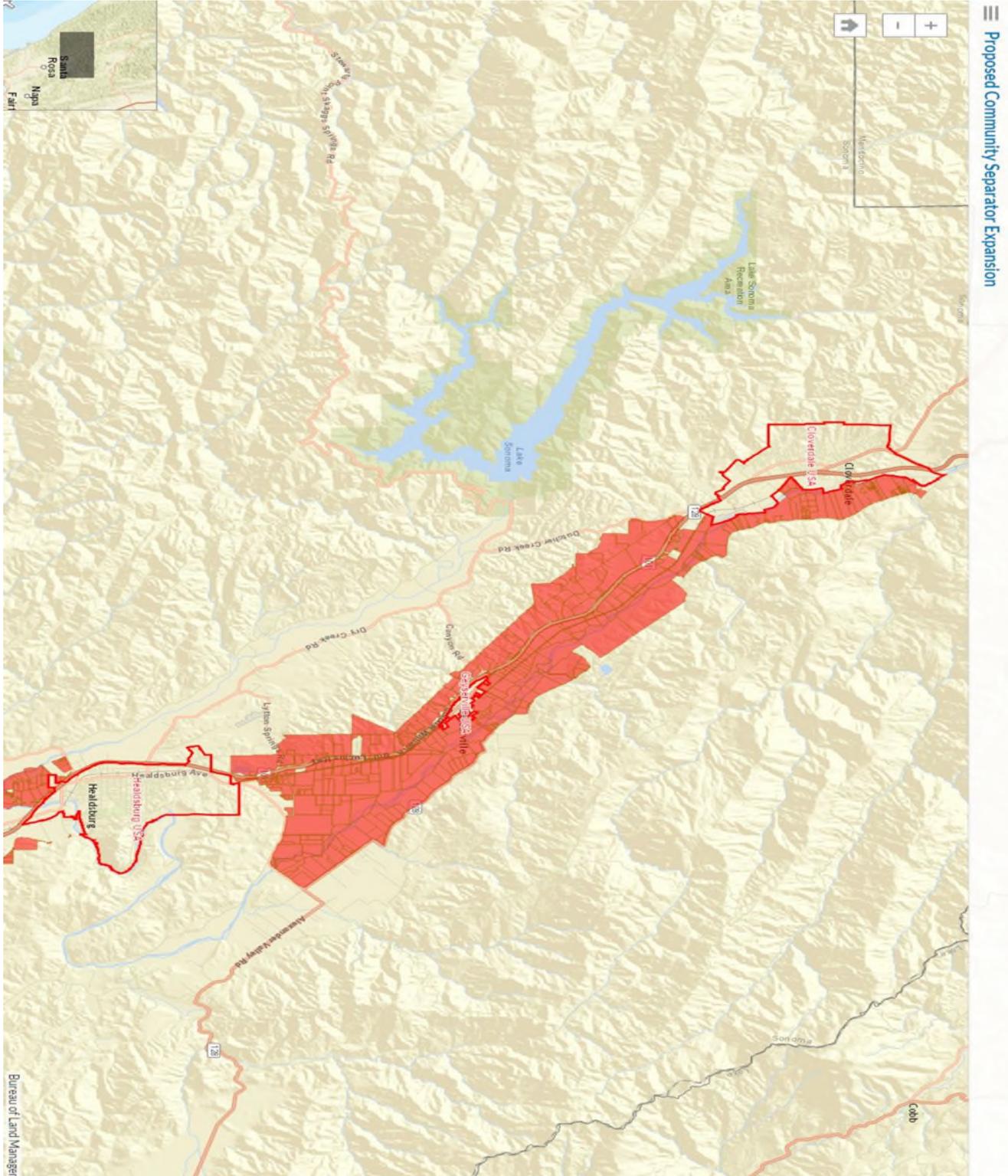
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**Attachments:**

- 1) Sonoma County Community Separator Map: Proposed Cloverdale/Northeast County Separator
  - 2) Sonoma County Planning Commission Agenda Report on Community Separators.”
  - 3) PRMD PowerPoint Presentation on Cloverdale/Northeast County Community Separator
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**cc:**

Attachment 1 – Proposed Community Separator Map: Cloverdale/Northeast County Separator





# 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:** ORD15-0003  
**DATE:** June 23, 2016  
**TIME:** 1:05 p.m.  
**STAFF:** Misti Harris, Project Planner

**Board of Supervisors Hearing will be held at a later date and will be noticed at that time.**

### SUMMARY

**Applicant:** County of Sonoma

**Owner:** Various

**Location:** Countywide  
APNs: Various Supervisorial District No.: All

**Subject:** Community Separators

**PROPOSAL:** (1) A ballot measure for the November 2016 general election to maintain voter-approved protections to lands within Community Separators;  
(2) Amend the General Plan maps and text to designate new or expanded Community Separators and correct inconsistencies, clarify intent and strengthen policies; and,  
(3) Rezone parcels within designated Community Separators to add the SR (Scenic Resources) combining district.

**Environmental Determination:** Categorical Exemption, Public Resources Code Section 15168(c)(2). Expansion of Community Separators was addressed in the General Plan 2020 EIR.

**General Plan:** Open Space Maps and Element, Land Use Element, Agricultural Resources Element, Circulation and Transit Element, Public Facilities and Services Element, and Glossary.

**Zoning:** N/A

**RECOMMENDATION:** Recommend that the Board of Supervisors call for an election and place the Community Separators Protection Ordinance on the ballot, and recommend approval of General Plan map and text amendments and corresponding zoning database changes.

## **BACKGROUND**

### **History**

Community Separators are described in the General Plan as rural open space lands adjacent to a city or unincorporated community that provide visual separation between cities or unincorporated communities to maintain community identities, prevent sprawl, and protect natural resources. Community Separators were originally identified in the 1978 General Plan, and were designated as a Scenic Resource in the 1989 Sonoma County General Plan in the Open Space Element.

Today, Community Separators are designated on the General Plan Open Space maps that protect our scenic and biotic resources through General Plan policies that are implemented through the use of combining zones (also known as overlay zones). Combining zones are often used to reflect certain resources, but generally do not change the uses allowed by the underlying base zone. For example, Scenic Corridors and Scenic Landscape Units are designated on the General Plan maps and implemented by adding the SR (Scenic Resources) combining zone. Riparian corridors are also designated on the General Plan maps and implemented by adding the RC (Riparian Corridor) combining zone. Community Separators do not affect the underlying land use designations or the allowable land uses under the base zone. All uses allowed in the base zoning district can occur in Community Separators. Community Separators generally have an agricultural or resource land use designation with a maximum density of 1 dwelling unit per 10 acres. Approximately 17,065 acres are currently designated as Community Separators.

Community Separators do not prevent development. Each property within a Community Separator can still be developed with the appropriate entitlements and environmental review in compliance with the base zone. Lands designated as Community Separators are identified in the Open Space Maps in the Open Space and Resource Conservation Element of the General Plan, and zoned with the SR (Scenic Resources) overlay zone. Within the Scenic Resources zone, Design Review is required for new or expanded development to preserve the visual quality of the site.

The General Plan Open Space and Resource Conservation Element describes Community Separators as follows:

*“A characteristic which distinguishes Sonoma County from many parts of the San Francisco Bay Area is the continued existence of separate, identifiable cities and communities. Some land areas need to remain open or retain a rural character in order to avoid corridor-style urbanization. Community Separators are lands that function as rural open space to separate cities and other communities, to contain urban development, and to provide city and community identity by providing visual relief from continuous urbanization. Community Separators enhance the identities of individual cities and communities. As Community Separators are rural areas that have open space characteristics, many of these areas are also scenic. The lands within Community Separators are frequently subject to pressure for development because they are close to developed areas and major roads.”*

There are several General Plan policies applied to lands within Community Separators to achieve the purpose and functions described above:

- Avoid increases in residential density and maintain a maximum density of 1 dwelling unit per 10 acres;
- Avoid commercial and industrial land uses except as otherwise allowed by the base zoning district;
- Require Design Review, except for agricultural exempt structures;
- Avoid extension of sewer and water; and
- Preserve open space and trees.

There are eight Community Separators designated in the General Plan 2020 Open Space Maps (Figures OSRC-5a through OSRC-5i). The existing Community Separators and approximate sizes are listed below.

*Table 1 Existing Community Separators*

| <b>Name and Location</b>     | <b>Acreage</b> |
|------------------------------|----------------|
| Petaluma/Novato              | 2,755          |
| Petaluma/Rohnert Park        | 3,360          |
| Rohnert Park/Santa Rosa      | 1,650          |
| Santa Rosa/Sebastopol        | 1,400          |
| Windsor/Larkfield/Santa Rosa | 2,000          |
| Windsor/Healdsburg           | 1,200          |
| Northeast Santa Rosa         | 3,300          |
| Glen Ellen/Agua Caliente     | 1,400          |
| <b>Total</b>                 | <b>17,065</b>  |

In 1996, the voters of Sonoma County adopted an ordinance to further protect lands within Community Separators adjacent to a city with an urban growth boundary. In 1998, the voters adopted a second ordinance to apply these protections to lands within the Petaluma/Novato Community Separator. These ordinances require voter approval to amend the General Plan Land Use Maps to increase the land use intensity or density, or to reduce the size of a Community Separator on the Open Space Maps. These ordinances were adopted as Ordinance No. 5003R and No. 5145R and are commonly called “Measure D.” Both ordinances passed with approximately 70% approval and expire at the end of this year and 2018, respectively.

In December 2015, the Board of Supervisors approved the Community Separators work plan and directed staff to: (1) prepare a draft ballot measure to be placed on the November 2016 ballot to extend voter protections for Community Separators; and (2) engage in a robust public outreach process to consider clarifying policies and adding more lands to Community Separators per General Plan program 6, below.

**“Open Space and Resource Conservation Program 6: Expansion of Community Separator Lands Program Description:** *Develop and implement a public involvement program to identify and consider designation of additional lands around each community in the County as Community Separator. Include broad community and landowner participation in identifying potential lands and provide timely notification to all owners of property proposed for designation. The highest priority for this program would be some of the Priority Greenbelts designated in the Sonoma County Agricultural Preservation and Open Space District’s Acquisition Plan that are generally located close to urban boundaries, lands between the Cities of Rohnert Park and Cotati and the Penngrove community, and lands between the Cities of Healdsburg and Cloverdale. The possible designation of lands near Cloverdale would be accomplished in cooperation with that City’s effort to establish a voter approved Urban Growth Boundary (Policy reference: NA).”*

The Board direction for the Work Plan was to consider a 30-year horizon for the ballot; apply voter protections to unincorporated communities and do not tie voter protections to Urban Growth Boundaries; and consider amending the General Plan to expand existing or add new Community Separators and clarify and strengthen the policies to ensure internal consistency. The deadline for calling the election to get the Community Separator measure on the ballot is August 9<sup>th</sup>. A hearing before the Board of Supervisors is tentatively set for July 12<sup>th</sup> to meet the ballot deadline.

### **Public Outreach**

Staff conducted an extensive public outreach effort that included meeting with five key interest groups, city staff, and City Councils; public workshops; a project webpage; a web-based subscription service; and a dedicated email address. Four public workshops were held in the spring of 2016 in Petaluma, Santa

Rosa, Kenwood, and Cloverdale to provide information and receive comments from the public. Notices of the workshops on expansion of Community Separators were published in the Press Democrat. Three press releases were issued and stories were published by the Cloverdale Reveille, Kenwood Press, and Sonoma County Gazette. Social media posts were generated and shared by the Sierra Club, Neighbors to Preserve Rural Sonoma County, KRCB FM Radio 91, Santa Rosa Southeast Greenway Campaign, Greenbelt Alliance, and Sonoma County Conservation Action. Staff presented to the City of Sebastopol, Town of Windsor, and City of Cotati and will present to the Cities of Cloverdale and Rohnert Park before the Board hearing.

Dozens of community groups with diverse views and interests were contacted and staff made presentations to those interested groups, including NORBAR Government Affairs, SCWA Flood Control Advisory Committee, and Santa Rosa Chamber of Commerce Advocacy group. Informational updates and notices have continued to be emailed to over 220 interested parties.

In accordance with SB 18, staff initiated tribal consultation with federally recognized tribes on March 15, 2016. Each tribe has 90 days to request consultation and/or respond. The 90-day deadline is June 13, 2016. To date, only one tribe responded; that tribe had no concerns but requested notification if any cultural resources are discovered.

Staff received 78 letters from the public, including cities and non-profit organizations. Nearly all were in support of the measure, and many recommended specific areas for expansion. These letters are included as Attachments C and D. Through individual communication and public workshops, staff has contacted the Greenbelt Alliance, Attainable Housing Coalition, Sonoma State University's Center for Community Engagement, and [www.savesonomacounty.org](http://www.savesonomacounty.org).

Public hearing noticing requirements for General Plan amendments and rezoning are described in Government Code Sections 65353 and 65854, respectively. General Plan amendments must be noticed in a newspaper of general circulation. Rezoning must be noticed in the newspaper; additional noticing is required if the rezoning affects the permitted uses of property. The proposed rezoning to add the SR (Scenic Resources) combining district to some properties will not affect permitted uses of those properties. Therefore, publishing the notice in the newspaper satisfies State law noticing requirements.

The Board directed staff to conduct a robust public outreach process. There has been substantial public interest in this project. To maintain the robust outreach, noticing for this Planning Commission hearing was achieved by the following methods:

- 1/8 page ad in the Press Democrat
- Legal ad in the Healdsburg Tribune, Sonoma West Times and News, Sonoma Index-Tribune, and the Petaluma Argus-Courier;
- Posting at the County Clerk, County Administration Building, City Hall for all nine cities, Geyserville Post Office, Penngrove Post Office, Graton Post Office, Forestville Post Office, and Guerneville Post Office;
- Project webpage;
- Web-based subscriber list (GovDelivery);
- Mailed notice to all nine Sonoma County cities and adjacent counties;
- Mailing to owners of affected properties; and
- Press releases.

### **KEY ISSUES**

Staff has identified three key components of this planning initiative. First, voter protections for Community Separator lands adjacent to cities with an Urban Growth Boundary expire at the end of 2016 (all Community Separators except Petaluma/Novato) and 2018 (Petaluma/Novato Community Separator). To maintain voter protections without a gap in protection, a new ballot measure must be placed on the November 2016 ballot and approved by a simple majority of the voters. Second, many stakeholders expressed a desire to strengthen some General Plan policies related to Community Separators. Staff

considered those policy requests and reviewed policies pertaining to Community Separators for overall clarity and internal consistency. Third, General Plan Program 6 calls for a public process to consider additional expansion areas in certain areas, particularly the Open Space District's Priority Greenbelts. Staff conducted a robust public outreach process and used the General Plan direction and the community's input as the starting point for analyzing possible expansion areas.

## **BALLOT MEASURE**

### Project Scope

The Board gave direction to staff in December 2015 to prepare a ballot measure for the November 2016 election. The Board directed staff to consider a 30-year horizon (rather than the 20-year horizon in the previous ballot measures); and to consider applying voter protections to unincorporated communities without applying only to cities with Urban Growth Boundaries.

The critical path for this work effort is placing a ballot measure on the November 2016 ballot to extend voter protections for Community Separators. The deadline for the Board of Supervisors to call for an election is August 9, 2016. Election Day is November 8, 2016. Every registered voter in Sonoma County may vote on this measure.

### Analysis

The current voter protections were approved in 1996 and 1998 and are commonly called "Measure D." These voter protections are an existing check in the system to prevent sprawl. Measure D requires voter approval for any General Plan Amendment to increase land use intensity or density within a Community Separator. The following four exceptions to voter requirements for General Plan amendments are allowable with approval by the Board of Supervisors:

- a. Creating additional Community Separators;
- b. Adding additional area to Community Separators;
- c. Both adding and deleting area from a Community Separator with no net loss in area; or
- d. Changing the Community Separator land use designations so as to maintain or improve the open space character of Community Separator lands in a manner that is consistent with the purpose of the ballot measure.

The current protections only apply to Community Separators adjacent to cities with a voter-approved Urban Growth Boundary. This was an incentive for cities to adopt Urban Growth Boundaries by offering additional protections just outside their city limits. Every city in Sonoma County now has an Urban Growth Boundary. The current measure does not apply to Community Separators adjacent to unincorporated communities, including the Community Separator between Glen Ellen and Agua Caliente.

The proposed ballot measure (provided in Exhibit A attached to the draft resolution) would extend voter protections, with a few differences. First, the voter protections would apply to all Community Separators, including those adjacent to unincorporated communities. Second, the new measure would apply protections regardless of whether a city has adopted an Urban Growth Boundary. Third, the exceptions to voter requirements are proposed to be modified. The current ballot measure includes four exceptions, which are specific instances where the Board of Supervisors can modify the boundaries of Community Separators or land use designations of property within Community Separators without a vote of the people. The proposed exceptions are more limited in some ways, but have been expanded to explicitly allow amendments for affordable housing to accommodate future housing element updates and reflect exceptions that are included in many Urban Growth Boundary measures.

Staff included five exceptions in the proposed ballot measure where the Board of Supervisors may amend the General Plan without going back to voters to:

- (1) Add lands to Community Separators;
- (2) Remove lands within Community Separators only if it includes additional lands of equivalent area, open space, value, and function;
- (3) change Land Use to reduce land use density and/or intensity;
- (4) Correct mapping errors, and,
- (5) Remove land from a Community Separator if needed for affordable housing.

To ensure the proposed ballot measure is accurately reflected in the General Plan, staff proposes one new and one revised General Plan policy. The new Policy LU-3e states that the boundaries of Urban Service Areas cannot be expanded to include lands designated Community Separators without a vote of the people. Revised Policy OSRC-1k similarly states the boundaries of Community Separators cannot be reduced and the Land Use designations of properties within Community Separators cannot be changed to increase their density or intensity without a vote of the people, except in the instances described above. Both proposed policies are located in the ballot measure ordinance (see Attachment A).

The table below provides a summary of the differences between the existing and proposed measures.

*Table 2 Ballot Measure Comparison*

| <b>Existing ballot measure</b>   | <b>Proposed ballot measure</b>   |
|--|--|
| 20-year life   | 30-year life   |
| Applies to Community Separators associated with cities with an Urban Growth Boundary   | Applies to all Community Separators, including those adjacent to unincorporated communities  |
| Exceptions to <ol style="list-style-type: none"> <li>(1) designate additional Separators</li> <li>(2) add land to an existing Separator</li> <li>(3) add and remove with no net loss of area</li> <li>(4) change General Plan land use designations to maintain or improve open space character in Community Separators</li> </ol> | Exceptions to <ol style="list-style-type: none"> <li>(1) designate additional Separators</li> <li>(2) add and remove with no net loss of area or open space value and function</li> <li>(3) reduce density or intensity of development in Community Separators</li> <li>(4) correct mapping errors, and</li> <li>(5) construct affordable housing</li> </ol> |
| Specifies freeway interchange and frontage road design criteria, including bicycle lanes, in the Petaluma/Novato Community Separator.  | Not included. This exception was related to a failed tax measure and is no longer applicable.  |

Staff Recommendation

Staff recommends the Planning Commission recommend the Board of Supervisors call for an election to place the Community Separators Protection Ordinance as shown in Attachment A.

Policy Options

Planning Commission may consider the following alternative options in reviewing the draft ballot measure.

Option 1: Staff recommendation

Staff recommends the ballot measure as drafted in Attachment A. The ballot measure would be valid for 30 years and apply to all lands within Community Separators. It includes five exceptions allowing the Board of Supervisors to add lands; remove lands only if additional lands are added to maintain the area, value, and function of the Community Separator; amend Land Use designations of property within Community Separators to reduce intensity or density; correct mapping errors; and allow affordable housing if needed to meet housing requirements.

Option 2: Delay ballot measure until 2018

Staff prepared a ballot measure for the November 2016 election at the direction of the Board of Supervisors. However, the Commission could recommend the Board of Supervisors wait until both existing ballot measures expire and prepare the proposed ballot measure for the November 2018 election.

#### Option 3: Modify or eliminate exceptions

Staff included exceptions that offer a limited amount of flexibility to accommodate unforeseen circumstances while still maintaining the intent of the voter protections. The Commission could modify any or all of these exceptions, or not allow any exceptions to the voter-approved protections in the ballot measure.

#### Option 4: Reduced or increased life of ballot measure

The Commission could recommend the ballot measure have a longer or shorter life than 30 years, as requested by the Board of Supervisors. A 20 year lifespan, for instance, would be similar to the original ballot measure.

### GENERAL PLAN MAP AMENDMENTS AND ZONE CHANGES

Staff spent an extensive amount of work effort communicating with the public directly, conducting workshops, maintaining a project webpage, and presenting to City Councils and interest groups. The public consistently expressed the importance of focusing on city-centered growth, preventing sprawl, and maintaining open spaces. Several individuals and groups requested that Community Separator lands also be used to protect natural resources, such as groundwater recharge, stormwater detention, and wildlife corridors. While not unanimous, there is broad public support for adding lands to Community Separators throughout the County. The large area of potential lands for inclusion and potential policy shifts require extensive analysis, both parcel-specific and at the policy level. Staff looked to General Plan Program 6, which directs the County to consider expanding Community Separators into Priority Greenbelts, between Healdsburg and Cloverdale, and between Cotati/Rohnert Park and Penngrove with public input to define the scope of this planning initiative.

#### Designation Criteria

After receiving public input, staff identified designation criteria to determine if parcels were appropriate for inclusion in Community Separators. Staff strived to create broad, connected areas that function as a unit to separate developed areas or areas subject to development pressure. The following criteria were utilized to identify proposed areas.

1. **1 dwelling unit per 10 acres maximum density.** Consistent with General Plan policy OSRC-1a, a maximum density of 1 dwelling unit per 10 acres is required to maintain the integrity of the Community Separator. Properties with higher densities were not included to avoid downzoning.
2. **Agricultural or Resource General Plan land use designation, including Timber Production (TP), Resources and Rural Development (RRD), Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA), Rural Residential (RR), or Agricultural Residential (AR).** Consistent with OSRC-1b, parcels with a commercial or industrial land use designation were excluded from Community Separators. Parcels with a public/quasi-public designation were also excluded because development within this designation tends to be more intense in nature, inconsistent with the intent of Community Separators.
3. **No subdivision potential, or subdivision potential with a density of 1 dwelling unit per 10 acres.** Staff analyzed all parcels proposed for inclusion in Community Separators to ensure that they would not eliminate subdivision potential of any property. A parcel with subdivision potential with a density of 1 dwelling unit per 10 acres or less is consistent with General Plan policy OSRC-

- 1a. Generally, staff focused on areas with parcels of 5 acres or larger, though there are smaller historic parcels located within the larger agricultural and resource areas.
4. **Outside of Urban Service Areas.** Several General Plan policies focus development within Urban Service Areas and prohibit extension of water or sewer services into lands within a Community Separator. Therefore, all proposed Community Separator lands are outside existing or planned areas of sewer service or City limits.
  5. **Logical extension or completion of a Community Separator.** When a parcel did not fit neatly into the above criteria for a Community Separator, staff designated parcels to create a contiguous Community Separator or maintain separation from an urban boundary. Identifiable boundaries such as Urban Service Areas, Urban Growth Boundaries, major roads, and parcel lines were used identify Community Separators.

### Analysis

Staff considered expansion in three main areas as directed by General Plan Program 6: Priority Greenbelts, land between the cities of Cotati/Rohnert Park and Penngrove, and lands between the cities of Healdsburg and Cloverdale.

#### *Priority Greenbelts*

The Open Space District identified potential acquisition areas called “Priority Greenbelts” in its *Connecting Communities and the Land 2006*. The acquisition plan is simply a method of prioritizing sites for possible acquisition of conservation easements by the Open Space District. The acquisition plan is not a regulatory tool and the District works only with willing sellers. Priority Greenbelts remain in place regardless of whether or not they are located within a Community Separator. Designation of Community Separators in the County General Plan does not affect the District’s priorities for acquisition of conservation easements as the designation does not affect development rights. The Open Space District has acquired conservation easements within Community Separators, including the Cotati Highlands (APN 046-181-023) just west of Cotati, Balletto Ranch (APN 060-010-040) on Occidental Road, and the Deloach property (APN 086-170-051) between Windsor and Healdsburg. Staff considered Priority Greenbelts and included parcels with 30% to 50% of more area within the Greenbelt.

#### *Specific Community Separators*

Staff evaluated the area south of Cotati/Rohnert Park and north of Penngrove for Community Separator designation, paying particular attention to the land south of Cotati at that Council’s request. Many stakeholders requested that parcels between Cotati/Rohnert Park and Penngrove be included in Community Separators to maintain groundwater recharge, protect the headwaters of Lichau Creek, and maintain a sense of separation between the Cotati/Rohnert Park border and the unincorporated community of Penngrove.

Staff considered the area between Healdsburg and Cloverdale. Stakeholders at the Cloverdale workshop generally supported adding a new Community Separator between these two cities. Several members of the public requested protecting the scenic hillsides to the east and west of Cloverdale, designating properties between Cloverdale and Asti as Community Separators, and extending the proposed Community Separator west into Dry Creek Valley.

Finally, staff reviewed the lands among Sebastopol, Graton, and Forestville as requested by the Board and public. Stakeholders interested in expanding Community Separators focused on the west side of Sebastopol.

## *Housing*

Keeping land available for housing is always a consideration when considering land use regulations. Local jurisdictions receive a Regional Housing Needs Allocation (RHNA) every seven years from the Association of Bay Area Governments. The RHNA identifies how many housing units should be built at which income levels based on population projections. Cities and counties are required by State law to designate and zone sufficient land to accommodate their share of the Regional Housing Need. The County's Regional Housing Need has decreased significantly as planning practice and regional planning methodology has moved toward city-centered growth. The County's Regional Housing Need decreased from 6,799 housing units in 2001 to 1,364 housing units in 2007. The current Regional Housing Need is 936 housing units for the period between 2014 and 2023.

The Housing Element identifies underutilized or vacant sites appropriate for development of affordable housing. Additional commercial sites are identified as Housing Opportunity sites with an overlay zone. Every identified housing site is located within an Urban Service Area consistent with the County's strong city-centered growth policies. (Refer to Housing Element Tables 3-2 through 3-7). None of the housing sites needed to meet the County's share of the Regional Housing Need are located within a proposed Community Separator.

## *Proposed Community Separators*

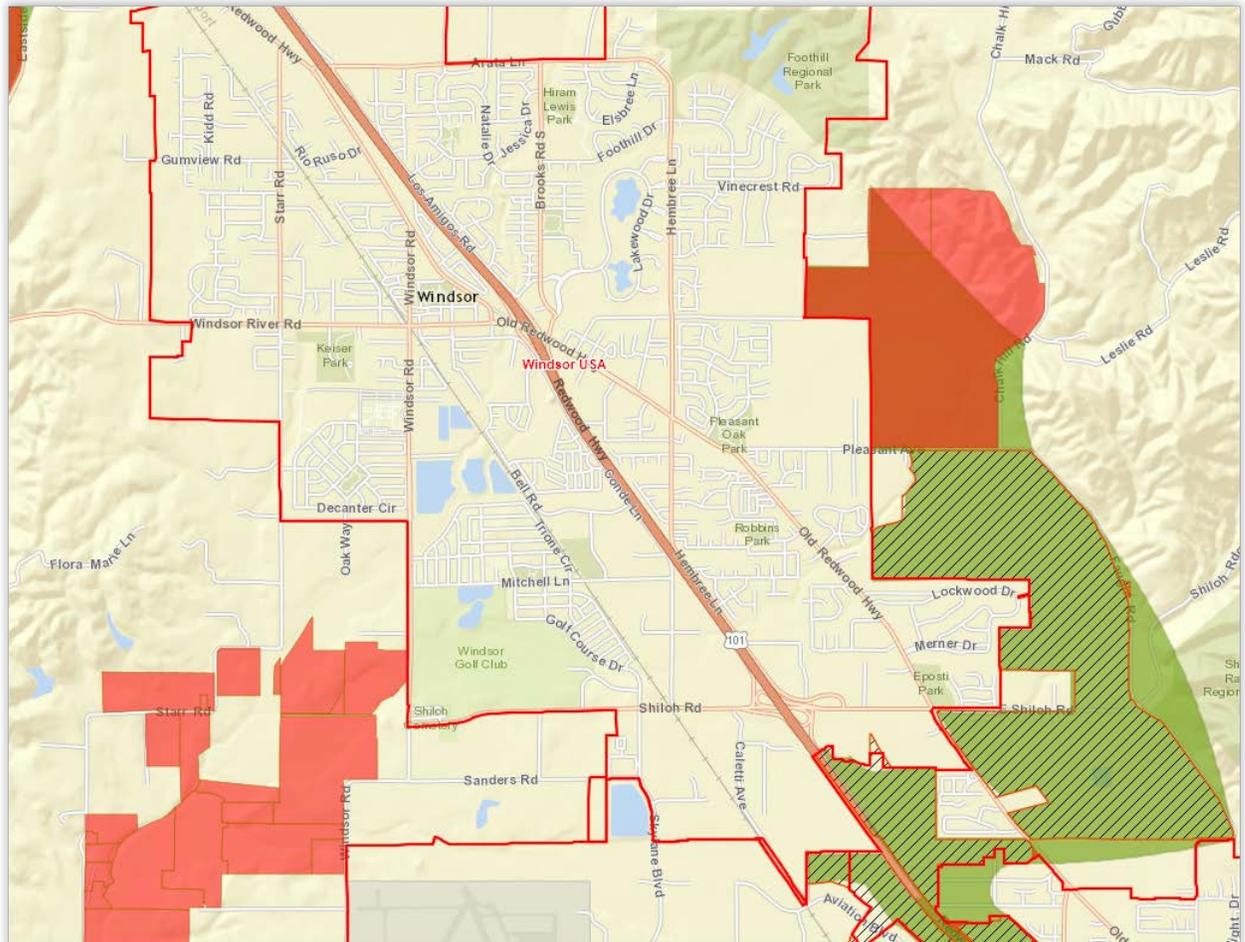
Proposed map amendments are described below by Planning Area.

At this time, the maps are available online only through a map viewer at: <http://arcg.is/1lhLRSO>. The map viewer is an interactive tool allowing the Commission and the public to see the relationship of the parcels to the underlying land use, parcelization, urban service area/urban growth boundaries, Scenic Landscape Units and other protective easements.

The Planning Commission's recommendation will be reflected in updated General Plan Open Space Maps and presented to the Board of Supervisors after input from the Planning Commission. Figure 1, below, is an overview from the viewer. Urban Service Areas are designated with a red line. Priority Greenbelts are shown in solid green. Existing Community Separators are shown with orange diagonal lines, and proposed Community Separators are indicated with solid orange. When using the viewer, you may pick which layers are visible under the "Layers" tab on the left. You may also choose to use an aerial or streets map by clicking on the box in the upper right corner. You can navigate by entering an address in the search box or panning with the cursor, similar to Google Maps. The map viewer also shows existing Scenic Landscape Units, existing conservation easements, parcel numbers, parcel sizes, General Plan designations, and allowable densities. Some of the data is only visible when zoomed in at a smaller scale.

All parcels proposed for designation as Community Separators can also be found in a table by Assessor's Parcel Number (APN) on the County's website. [http://www.sonoma-county.org/prmd/docs/community\\_separators/index.htm](http://www.sonoma-county.org/prmd/docs/community_separators/index.htm)

Figure 1 Map Viewer Example



There are nine Planning Areas identified in the General Plan and shown in Figure 2, below. The nine Planning Areas are listed below.

1. Sonoma Coast/Gualala Basin
2. Cloverdale/Northeast County
3. Healdsburg and Environs
4. Russian River Area
5. Santa Rosa and Environs
6. Sebastopol and Environs
7. Rohnert Park – Cotati and Environs
8. Petaluma and Environs
9. Sonoma Valley

Figure 2 Planning Areas



*Area 1: Sonoma Coast/Gualala Basin*

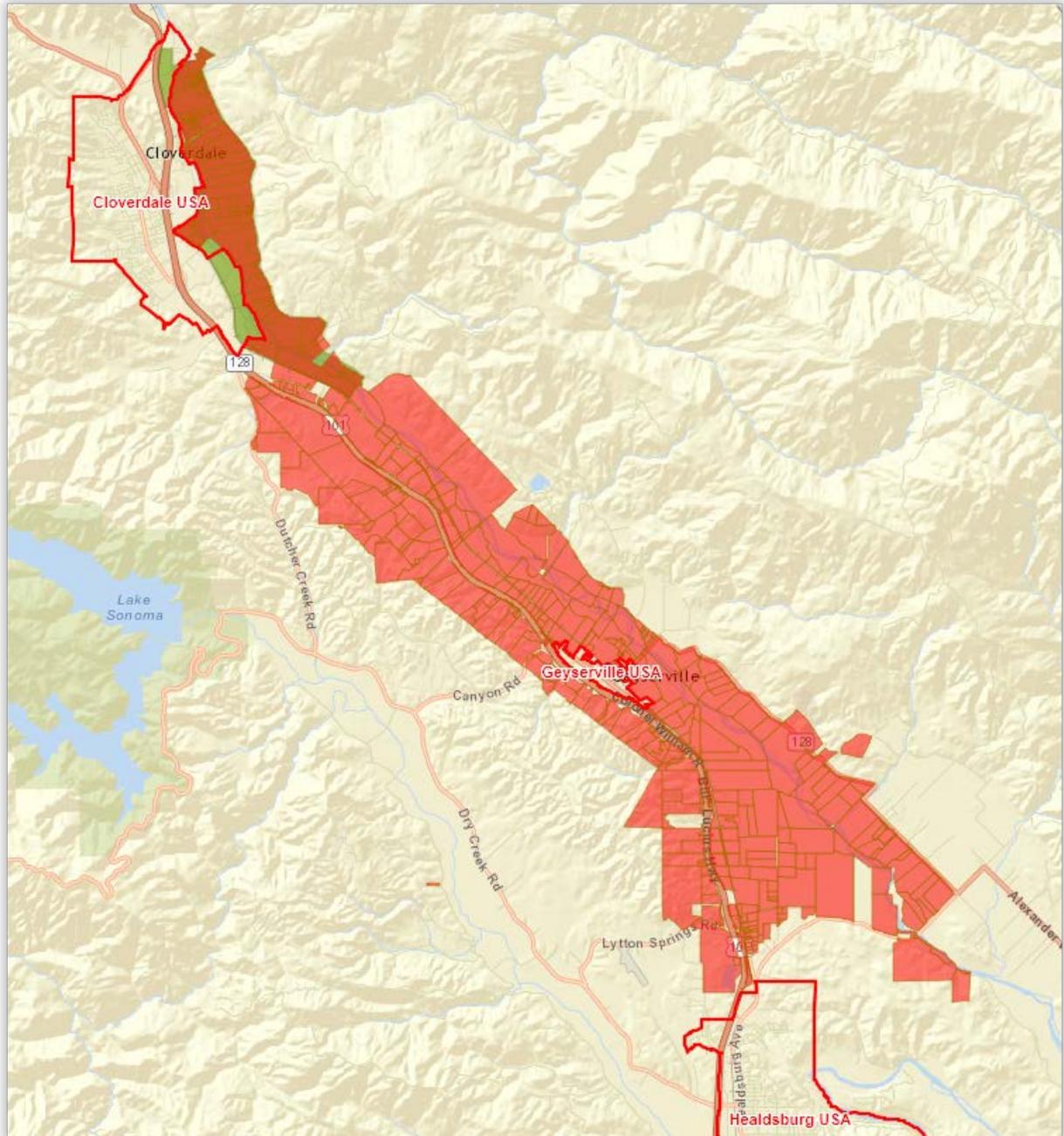
There are no existing Community Separators, no cities, and no unincorporated communities at risk for development in this area. Staff recommends no changes in this Planning Area.

*Area 2: Cloverdale/Northeast County*

Lands immediately east of Cloverdale and south along both sides of Highway 101 are recommended for inclusion into Community Separators. The two parcels between Cloverdale and Asti are included, as requested by the public and because they meet the following designation criteria: land use designation,

density, minimum lot size, no subdivision potential, and a location next to an urban area but outside of Cloverdale's Urban Growth Boundary and Sphere of Influence. The Geyserville Urban Service Area is excluded. The proposed Community Separator between Cloverdale and Healdsburg includes lands primarily designated as agricultural and extends south to the end of this Planning Area and ends on the northern boundary of the City of Healdsburg. Staff extended the Community Separators to easily identified boundaries, such as roads or waterways, to the east and west. This area is identified as the "Healdsburg/Geyserville/Cloverdale" Community Separator in the proposed amendments to the Open Space and Resource Conservation Element. Most of the parcels in the proposed Community Separator were already designated as part of a Scenic Landscape Unit and, therefore, already have an SR (Scenic Resources) overlay zone.

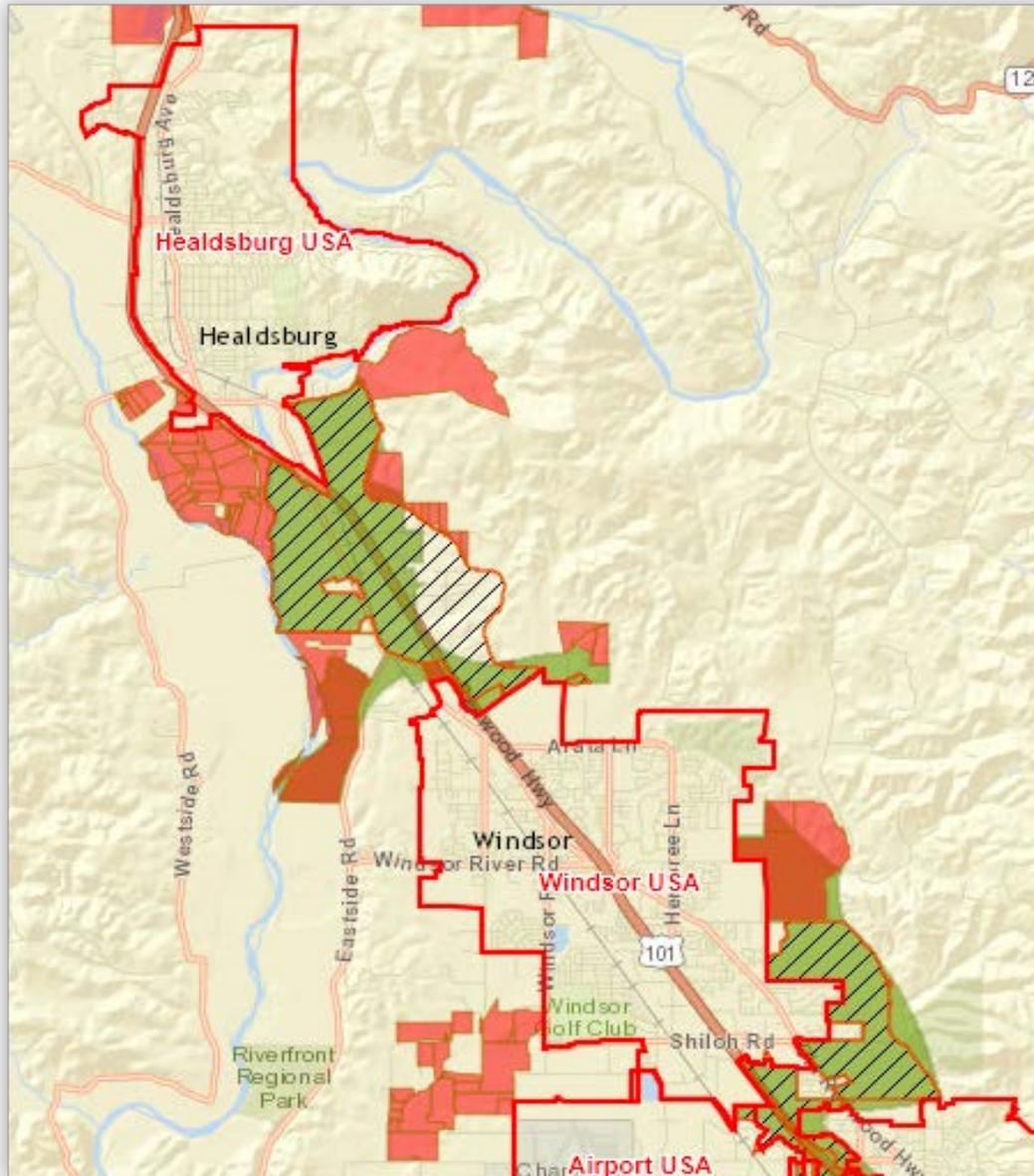
Figure 3 Cloverdale/Northeast County



*Area 3: Healdsburg and Environs*

The proposed Community Separator on this map starts at the northernmost part of this Planning Area along Highway 101, south to Healdsburg city limits. Most parcels located between Healdsburg and Windsor are currently designated Community Separator. The proposed expansion area includes several parcels just north of Windsor to close the gap, larger parcels within the Priority Greenbelts northeast and northwest of Windsor, and parcels within Priority Greenbelts east of Windsor.

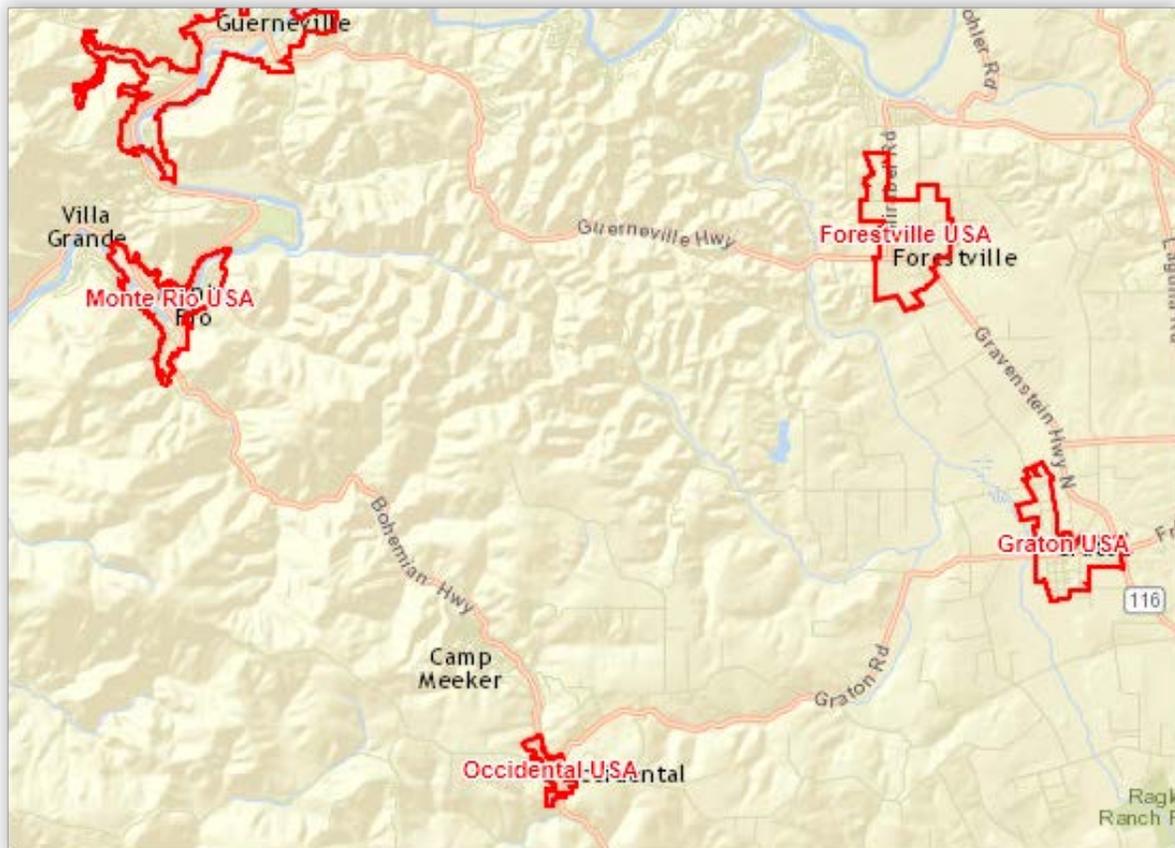
*Figure 4 Healdsburg and Environs*



#### Area 4: Russian River Area

This Planning Area includes the land between Forestville and Graton, which was suggested by the public for possible inclusion into a Community Separator. This area is generally designated as agriculture with a 10 to 40 acre density. However, there are three pockets of residential land with a 2 to 6 acre density along and near Highway 116. Parcelization has already occurred in this area; parcels generally range from approximately 0.50 acre to 30 acres. The majority of parcel sizes range from 1 to 3 acres. The pockets of higher density combined with relatively small lot sizes would not meet the Community Separator designation criteria; therefore, staff did not include this area as a proposed Community Separator. There are no recommended changes in the Russian River Planning Area.

Figure 5 Russian River Area



#### Area 5: Santa Rosa and Environs

The Community Separator between Windsor and Larkfield is proposed for expansion to include Priority Greenbelt parcels. The Community Separator between Santa Rosa and Sebastopol is proposed to include the Priority Greenbelt parcels adjacent to eastern Santa Rosa city limits and most parcels within the Priority Greenbelt between Santa Rosa and Sebastopol to the western boundary of this Planning Area. These parcels are primarily designated agricultural. The exceptions are parcels owned by the City of Santa Rosa for wastewater irrigation. These parcels are within Santa Rosa city limits, so the County has no land use jurisdiction. The Priority Greenbelts southeast and south of Santa Rosa are also recommended for inclusion.

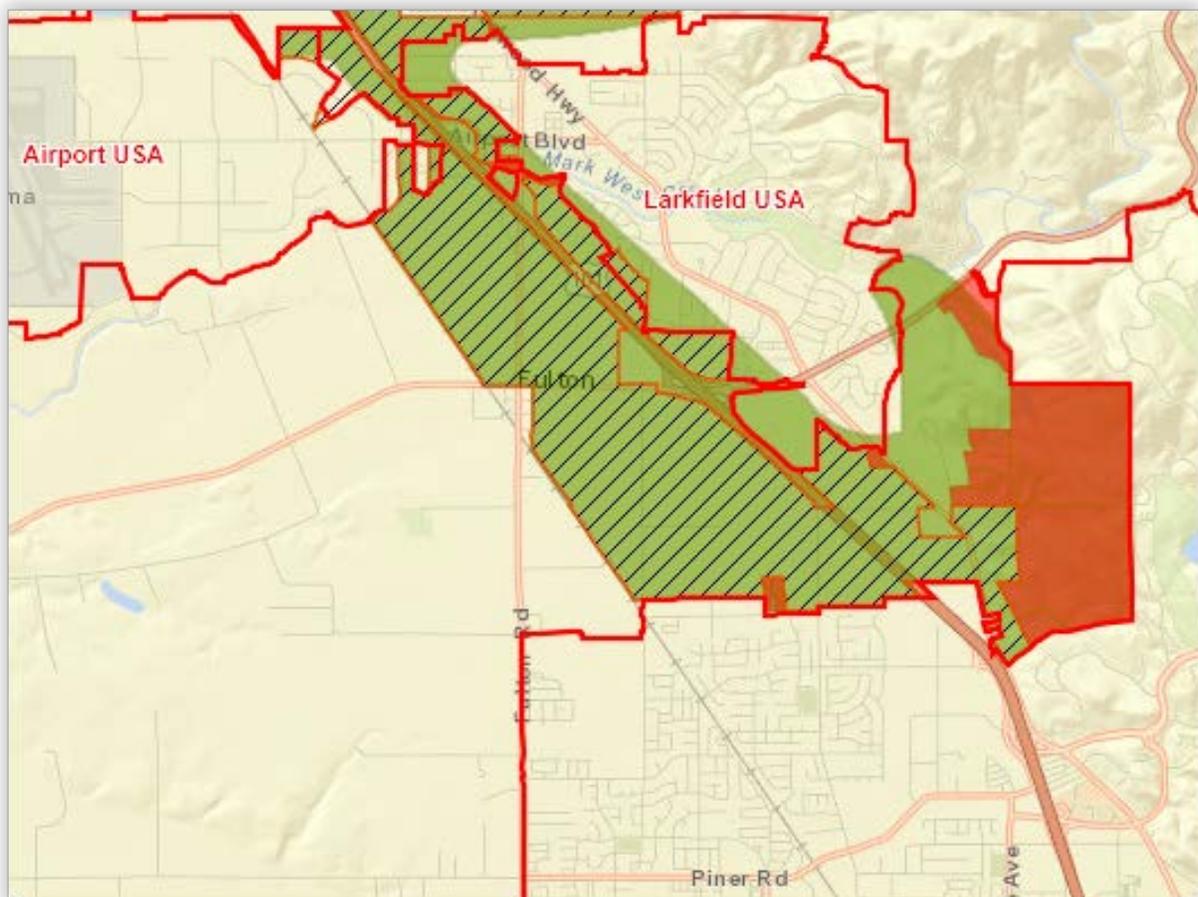
There are several parcels within the Urban Service Areas that are proposed to be removed as mapping errors with additional lands proposed to be designated to ensure there is no net loss in area, function or

values. The first area is a 10 acre parcel in Larkfield (APN 058-090-01) which was dedicated for a park as part of the Saddlebrook Subdivision. This parcel is within the Larkfield Urban Service Area, has a land use designation of Public/Quasi-public, and is partially developed with outdoor recreation fields. Therefore, staff recommends this parcel be removed from the Community Separator.

The second area is approximately 50 parcels in size at the eastern boundary of Santa Rosa city limits bounded by Highway 12 and the Santa Rosa Urban Service Area. These parcels were erroneously added to the Community Separator. All parcels are proposed for removal given their location within an Urban Service Area.

Within the Airport area, the Sonoma Country Day School, a portion of the Airport Apartments, and a mobile home park are currently within a Community Separator. The apartments and school were removed from the Community Separator by action of the Board in 1996, prior to the ballot measure. The mobile home park is proposed to be removed as it is already developed and is a remnant from the prior designation.

*Figure 6 Santa Rosa and Environs*

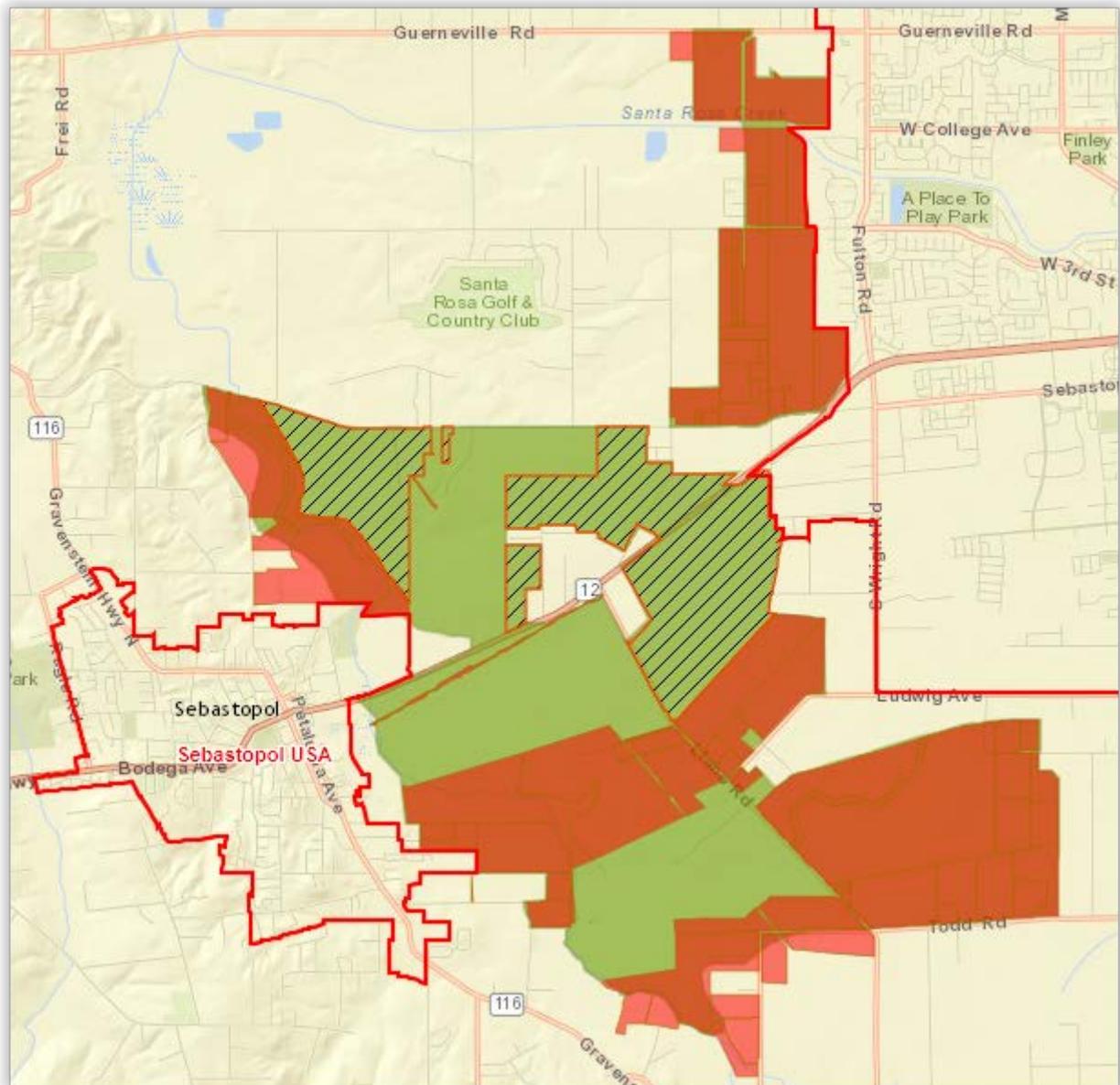


*Area 6: Sebastopol and Environs*

There are no Community Separators currently designated in this Planning Area. To maintain a continuous separation between Sebastopol and Santa Rosa, the proposed expansion area includes Priority Greenbelts northeast, east, and southeast of Sebastopol. It does not include the City-owned Village Park/Tomodachi Park property (APN 060-060-001 and 004-063-017) because these parcels are included in the City of Sebastopol's Sphere of Influence.

The Board of Supervisors and the public were interested in considering lands between Sebastopol and Graton for possible inclusion into a Community Separator. Land between the Graton Urban Service Area and Occidental Road is generally designated Agriculture with a 20 acre density and could be designated. The intersection of Highway 116 and Occidental Road is surrounded by Commercial and Industrial land. The remaining land south of Occidental Road to Sebastopol city limits is primarily designated Residential with 2 to 5 acre densities. Approximately half this area does not meet the designation criteria due to land use designations and higher densities. Designating the other half as Community Separator, even if the parcels meet the designation criteria, would result in a fragmented Separator. Therefore, staff does not recommend including the area between Sebastopol and Graton.

*Figure 7 Sebastopol and Environs*



*Area 7: Rohnert Park – Cotati and Environs*

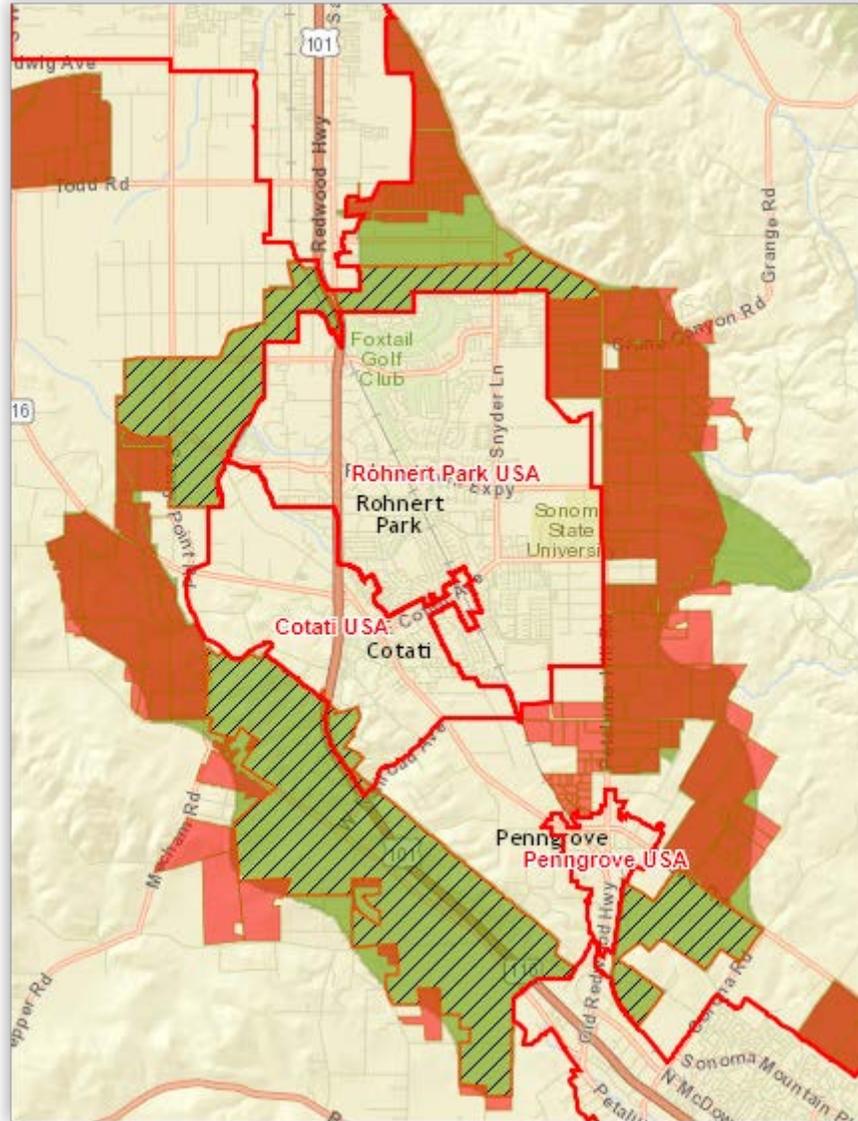
The Priority Greenbelt just north of the existing Community Separator between Santa Rosa and Rohnert Park contains parcels designated as Residential with densities of 3 to 5 acres. These parcels do not meet the maximum density requirement of 1 dwelling unit per 10 acres. Several parcels have subdivision potential. Therefore, staff does not recommend this area as a proposed Community Separator expansion area.

The Priority Greenbelts east and southeast of Rohnert Park and west of Cotati are recommended for inclusion in Community Separators. This area includes the portion of the Valley House parcel not located within the Rohnert Park Urban Growth Boundary or Urban Service Area. Staff received extensive input to add this parcel to Community Separators because of development pressure and its importance as a groundwater recharge area. The property meets the designation criteria, so staff concurs with this request.

The City of Cotati requested the area south of Cotati to Penngrove be included in Community Separators. Public input through workshops and letters included the same request to maintain separation between Cotati and Penngrove and preserve the groundwater recharge area and headwaters of Lichau Creek. Parcels in that area have higher densities, generally in the 2 to 5 acre range, and smaller sizes, generally in the 1 to 10 acre range. Given the densities greater than 1 dwelling unit per 10 acres and small parcel sizes, staff does not recommend including this area as Community Separator.

Several parcels currently designated as Community Separator near Cotati are within the Urban Service Area. These parcels are proposed to be removed to correct this error with additional lands around Cotati proposed to be designated to ensure there is no net loss in area, function or values. With the exception of several parcels north of the Penngrove Urban Service Area, land south of Rohnert Park and east of the railroad tracks meets the designation criteria and staff recommends including this land in the expansion area.

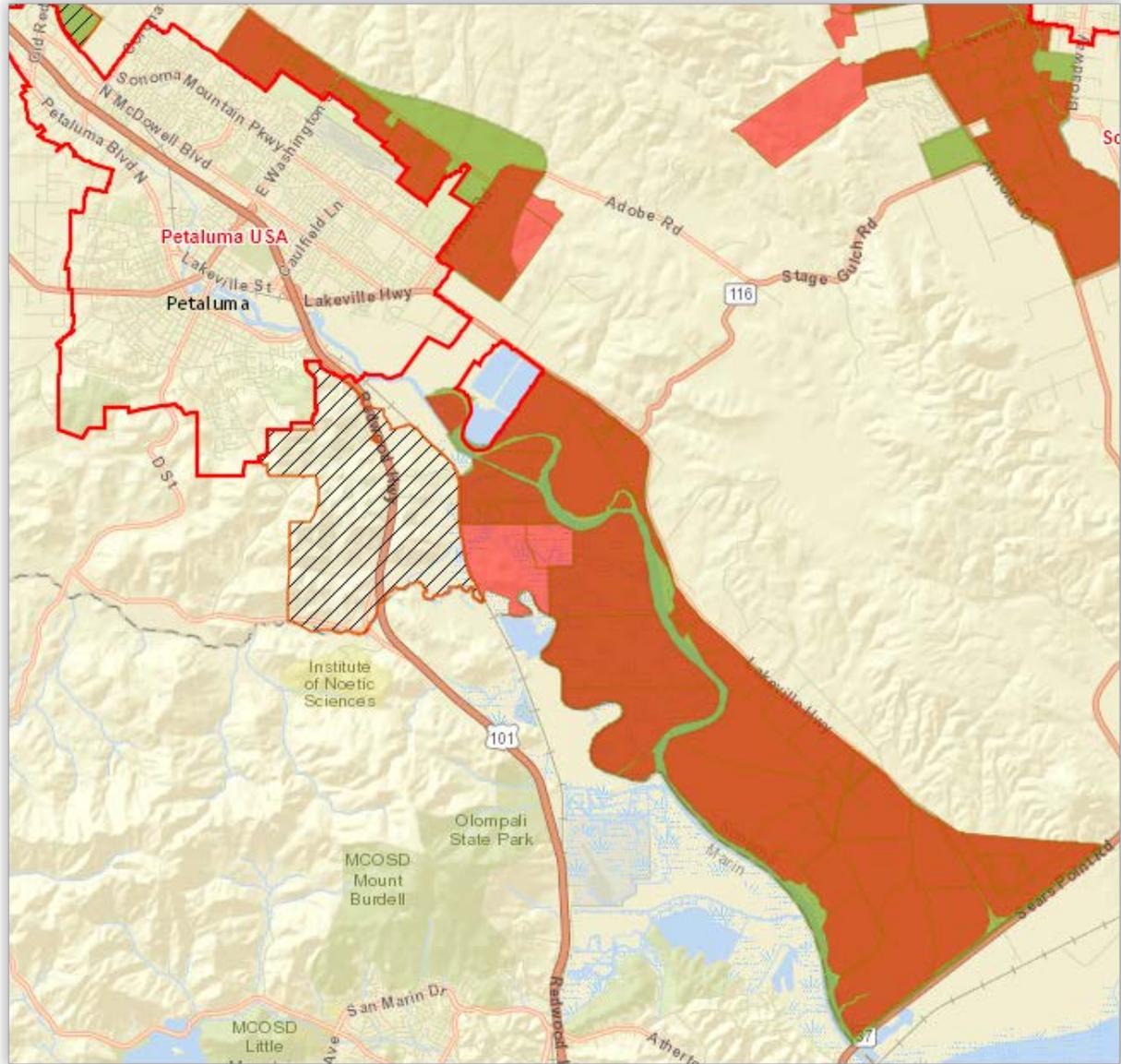
Figure 8 Rohnert Park – Cotati and Environs



*Area 8: Petaluma and Environs*

The existing Community Separator extends from the County line along Highway 101 north to Petaluma. The Community Separator is proposed to expand to the north, east, and south to include the Priority Greenbelts.

*Figure 9 Petaluma and Environs*

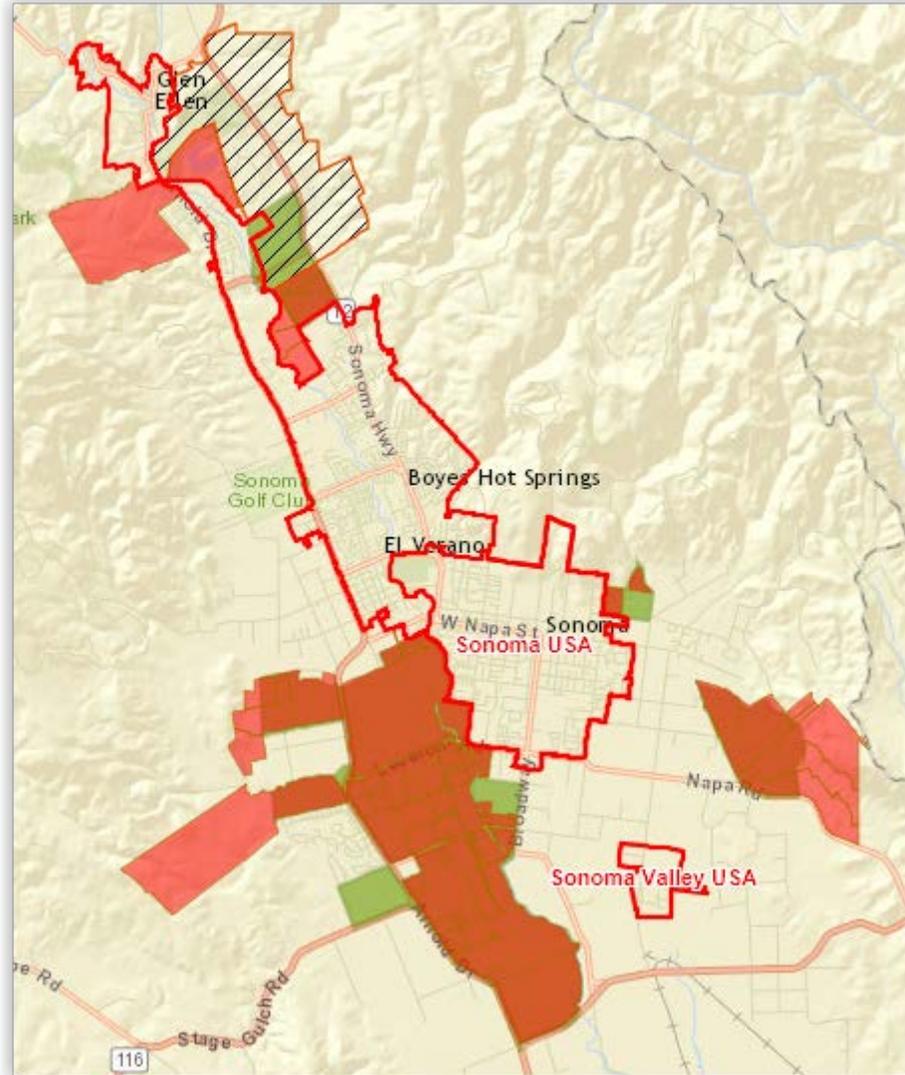


*Area 9: Sonoma Valley*

An expansion of the existing Community Separator between Glen Ellen and Agua Caliente is proposed to incorporate approximately five acres of Priority Greenbelt between the existing Community Separator and the Sonoma Valley Urban Service Area. This Community Separator is the only existing one between unincorporated communities.

The Sonoma Developmental Center is within this Planning Area, west of the existing Community Separator. The Center is a State-owned residential care treatment facility currently being closed and considered for future uses. The site comprises nearly 1,000 acres of land; the main campus is approximately 165 acres. The eastern portion of the site is developed on the relatively flat area along Arnold Drive. Most of the site is undeveloped, with scenic hills extending west and partially bounded by Jack London State Historic Park. The Sonoma Developmental Center is designated Public/Quasi-public due to State ownership and long-standing institutional use. However, this large site has beautiful scenic quality, lies adjacent to the Sonoma Valley Urban Service Area, and is adjacent to existing public park land and the Glen Ellen/Agua Caliente Community Separator. The site is an important watershed and groundwater recharge area and a critical wildlife corridor. Those factors, in combination with the site's uncertain future, prompted staff to recommend the undeveloped portion of the Sonoma Developmental Center be included in a Community Separator.

Figure 10 Sonoma Valley



Staff Recommendation

Recommend that the Board of Supervisors amend the General Plan Open Space Maps to correct errors, designate new and expand existing Community Separators as shown in Attachment E, Exhibit B and the map viewer.

Policy Options

The Planning Commission may consider the following options in reviewing the draft map amendments.

Option 1: Staff recommendation

Staff recommends the Planning Commission recommend the Board of Supervisors amend the General Plan Open Space Maps as shown in the Community Separators map viewer (<http://arcg.is/1lhLRSO>), rezone to add the SR (Scenic Resources – Community Separator) combining district to the newly included parcels, and remove the SR (Scenic Resources – Scenic Landscape Unit) as proposed. As

recommended, 1,291 parcels would be added to Community Separators a total increase of 41,515.09 acres. Of these properties, 799 parcels totaling 25,601.60 acres are currently located within a Scenic Landscape Unit and have an implementing combining district of SR (Scenic Resources). Those 799 parcels would be removed from the Scenic Landscape Unit and added to Community Separators.

Properties added to Community Separators would need Design Review approval for exterior changes to existing structures or new structures. Any potential General Plan Amendment to modify density or land use intensity would have to be consistent with Community Separator policies. If the ballot measure passes, a General Plan amendment to increase density or intensity would require a vote of the people.

Option 2: Adjust the proposed boundaries

The Commission may choose to adjust any the proposed Community Separator boundaries. Staff recommends using the designation criteria as guidance to maintain a consistent recommendation, although the Commission could change the criteria.

Option 2a: Add the area south of Cotati and west of the railroad tracks

The Commission may want to recommend the land south of Cotati and west of the railroad tracks be included in Community Separators, as requested by the City of Cotati. If these lands were included in the Community Separator, the density of 1 dwelling unit per 10 acres would be applied to any request to subdivide. As noted above, the parcels in this area are designated with higher densities of 3 to 5 acres per unit. However, nearly all the parcels area already less than 5 acres and, therefore, have no further development potential. Designating these lands would not affect their development potential, but would add a requirement for Design Review for new construction.

Option 2b: Add lands south of Graton and north of Sebastopol

The Commission may want to recommend land between Graton and Sebastopol be included in Community Separators. If so, the Commission should identify specific parcels for staff to map and present to the Board of Supervisors.

Option 2c: Add lands north of Graton and south of Forestville

The Commission may want to recommend land between Forestville and Graton be included in Community Separators. If so, the Commission should identify specific parcels for staff to map and present to the Board of Supervisors.

## GENERAL PLAN POLICY AMENDMENTS

### Project Scope

Staff reviewed the General Plan policies applicable to Community Separators for consistency, clarity, and to strengthen city-centered growth policies. The Board specifically directed staff to re-evaluate Policy OSRC-1c to clarify and limit exceptions that allow the Board to approve General Plan amendments without voter approval.

### Analysis

The proposed changes to General Plan policies relevant to Community Separators are compiled in Attachment E, Exhibits C through H. Staff's recommended changes are shown in ***bold italic*** for new language and ~~strikethrough~~ for deletion. The entire General Plan section is provided for context. The proposed modifications to the text in each Element are summarized below. Each modified section, objective, or policy is also identified.

### *Open Space and Resource Conservation*

Amendments are proposed in Sections 2 and 2.1; Objectives OSRC-1.2 and 1.3; Policies OSRC-1c, 1d, 1f, 1h, 1j, and 1k; and Program 6.

The designation criteria are added and a description of each Community Separator is updated to reflect the proposed mapping changes. Objective OSRC-1.2 and related policies clarify that Community Separators should not be designated in Urban Service Areas, Urban Growth Boundaries, or Spheres of Influence. Policy OSRC-1c removes the option for the Board of Supervisors to approve General Plan amendments increasing density or intensity, and instead provides criteria for development of lands within Community Separators. Several related policies are amended to reflect this change. Objective OSRC-1.3 is amended to include groundwater recharge as an important function of lands within a Community Separator, and related policies are updated accordingly. The policies referencing the current ballot measures are updated to reflect the draft ballot measure.

### *Land Use*

Amendments are proposed in Section 3.7; Objective LU-18.2; and Policies LU-5a, 5b, 5c, 5d, 9a, and 16x.

Many amendments in this section are intended to achieve consistency with revised OSRC-1c, including Policy LU-16x, which applies to the Vintners Inn site. Several references to “urban services” have been changed to “sewer services” to clarify that only sewer services should be avoided in Community Separators. As defined in the General Plan Glossary, “Urban services” includes fire, police, roads, transit, and similar services that should not be limited in Community Separators. Any reference to the ballot measures is updated to reference the “voter-approved Community Separators Protection Ordinance” for clarity.

### *Agricultural Resources*

Amendments are proposed to Policy AR-2a to eliminate the reference to OSRC-1c and correctly reference sewer services.

### *Circulation and Transit*

Amendments are proposed to Policy CT-4g to eliminate reference to the current ballot measures, which would be replaced by the proposed ballot measure.

### *Public Facilities and Services*

Amendments are proposed to Policies PF-1f and 1h to eliminate the reference to OSRC-1c.

### *Glossary*

A definition of “Community Separator” is suggested for clarity.

### Recommendation and Options

In addition to the staff recommendations, the Planning Commission may consider the following options in reviewing the draft General Plan text amendments.

#### Option 1: Staff recommendation

Recommend that the Board of Supervisors adopt the General Plan Text Amendments for the Open Space and Resource Conservation Element, Land Use Element, Agricultural Resources Element, Circulation and Transit Element, Public Facilities and Services Element, and the Glossary as shown in

Attachment E, Exhibits C through H. The recommend changes provide clarity, internal consistency, and stronger policies for city-centered growth consistent with the intent of General Plan Program 6.

Option 2: Recommend alternative text amendments

The Commission may want to modify certain policies or other text pertaining to Community Separators. If so, the Commission should work within the scope of the project consistent with General Plan Program 6.

Option 3: Delay policy changes until the General Plan update

The Commission may choose to recommend that the policy changes pertaining to Community Separator boundaries be amended as part of the General Plan update process. The Board is expected to scope the General Plan Update in late 2017, although it will take several years to complete the update.

### **Environmental Determination**

The Program Environmental Impact Report (EIR) for Sonoma County General Plan 2020, certified by the Board of Supervisors in 2008, disclosed, evaluated and proposed mitigation for potential environmental impacts of General Plan policies. Potential impacts of Community Separator protection measures were analyzed in the Visual Resources and Cumulative Impacts sections of the EIR. The EIR found that potential visual impacts to lands within Community Separators is less than significant because the General Plan policies and programs provide adequate mitigation. The General Plan text and map amendments to expand Community Separators would not reduce or eliminate any existing standards or policies in the General Plan or Area Plans.

The General Plan text and map amendments and rezoning to expand Community Separators would not result in any new significant impacts, or a substantial increase in the severity of any previously-identified impacts, due to substantial changes changed 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. The Community Separators planning initiative is within the scope of the General Plan covered by the Program EIR, and would not have effects that were not examined in the Program EIR. As a result, pursuant to CEQA Guidelines Section 15168(c)(2), no new environmental document is required. The Program EIR for the General Plan 2020 is available for review at the PRMD office and online at <http://www.sonoma-county.org/prmd/gp2020/gp2020eir/index.htm>.

### **STAFF RECOMMENDATION**

Staff recommends that the Planning Commission hold a public hearing on the proposed ballot measure, General Plan map and text amendments, and Zoning Database amendments, and at the conclusion of the hearing adopt the Draft Resolution recommending that the Board take the following actions:

1. Call for an election to place the Community Separators Protection Ordinance on the November 8, 2016 ballot (Attachment A).
2. Amend the General Plan Open Space Maps to add certain parcels within Priority Greenbelts, between Healdsburg/Geyserville/Cloverdale, and north of Penngrove into Community Separators (Attachment E, Exhibit B).
3. Amend the General Plan text to strengthen protections, provide internal consistency, and provide clarity (Attachment E, Exhibits C through H).
4. Amend the Zoning Database to add the SR (Scenic Resources) combining district to parcels added to Community Separators (Attachment B).

### **FINDINGS FOR RECOMMENDED ACTION**

1. The proposed amendments are consistent with the County's General Plan in that they implement

Open Space and Resource and Conservation Implementation Program 6. The proposed changes to General Plan Open Space Maps and related text further the General Plan's goals, objectives, and policies which provide for the expanded Community Separator areas as set forth in the Open Space and Resource Conservation Element. The project is also consistent with the County's Area and Specific Plans in that the proposed expansion areas do not change land use.

2. The Program Environmental Impact Report (EIR) for Sonoma County General Plan 2020, certified by the Board of Supervisors in 2008, disclosed, evaluated and proposed mitigation for potential environmental impacts of General Plan policies. Potential impacts of Community Separator protection measures were analyzed in the Visual Resources and Cumulative Impacts sections of the EIR. The EIR found that potential visual impacts to lands within Community Separators is less than significant because the General Plan policies and programs provide adequate mitigation. The General Plan text and map amendments to expand Community Separators would not reduce or eliminate any existing standards or policies in the General Plan or Area Plans.

The General Plan text and map amendments to expand Community Separators 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. Because no land use changes are proposed, the proposed Project is within the scope of the General Plan covered by the Program EIR, and would not have effects that were not examined in the Program EIR. As a result, pursuant to CEQA Guidelines Section 15168(c)(2), no new environmental document is required. The Program EIR for the General Plan 2020 is available for review at the PRMD office and online at <http://www.sonoma-county.org/prmd/gp2020/gp2020eir/index.htm>.

3. The proposed rezoning to add the SR (Scenic Resources) combining zone to designated parcels is consistent with the General Plan policies related to Community Separators. The rezoning would not affect allowable densities of lands, nor the underlying uses in the base zone.

## ATTACHMENTS

|                 |  |
|-----------------|--|
| ATTACHMENT A:   | Draft Community Separators Protection Ordinance (ballot measure) |
| ATTACHMENT B:   | Draft Ordinance Amending the Zoning Database                     |
| Exhibit A:      | Parcel List  |
| ATTACHMENT C:   | Agency Comment Letters   |
| ATTACHMENT D:   | Public Comment Letters   |
| ATTACHMENT E:   | Draft Resolution   |
| Exhibit B:      | General Plan Open Space Map Amendments                           |
| Exhibits C - H: | General Plan Text Amendments                                     |

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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>

# COMMUNITY SEPARATORS

**City of Cloverdale City Council**

June 28, 2016



# COMMUNITY SEPARATORS

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- **History**
- **Functions**
- **Project**
- **Public Input**

# HISTORY

- **1978 General Plan mapped Critical Community Separators**
- **Established in 1989 General Plan Open Space Element**
- **1992 LAFCO Policy**
  - **Deny annexation in Community Separators**
- **1996 BOS called for Ballot Measure**
- **1996 First Ballot Measure Approved**
  - **Added protections for Separators adjoining UGBs**
- **1998 Second Ballot Measure Approved**
  - **Expanded Petaluma/Novato Separator**

# BALLOT MEASURE

- **Requires voter approval for:**
  - **Changes in land use to increase density or intensity**
  - **Reduction in the size of Community Separators**
- **Restrictions Expire in 2016 and 2018**

# EXISTING COMMUNITY SEPARATORS

## Adjacent to Cities

- **Petaluma/Novato**
- **Petaluma/Rohnert Park**
- **Rohnert Park/Santa Rosa**
- **Santa Rosa/Sebastopol**
- **Windsor/Larkfield**
- **Windsor Healdsburg**
- **Northeast Santa Rosa**

## Unincorporated Communities

- **Glen Ellen/Agua Caliente**

# GENERAL PLAN

## PURPOSE AND FUNCTIONS

- ❑ **Separate cities and other communities**
- ❑ **Contain urban development**
- ❑ **Provide visual relief from urbanization**
- ❑ **Preserve community identity**
- ❑ **Maintain open space**
- ❑ **Protect rural character**

# COMMUNITY SEPARATORS

## GENERAL PLAN POLICIES

- **Avoid increases in residential density**
  - **Maintain less than 1 unit per 10 acres**
- **Avoid Commercial/Industrial Uses**
  - **Other than Permitted in Ag/Resource Zones**
- **Design Review required**
  - **Agricultural structures are exempt**
- **Avoid extension of sewer and water**
- **Preserve open space and trees**

# COMMUNITY SEPARATORS

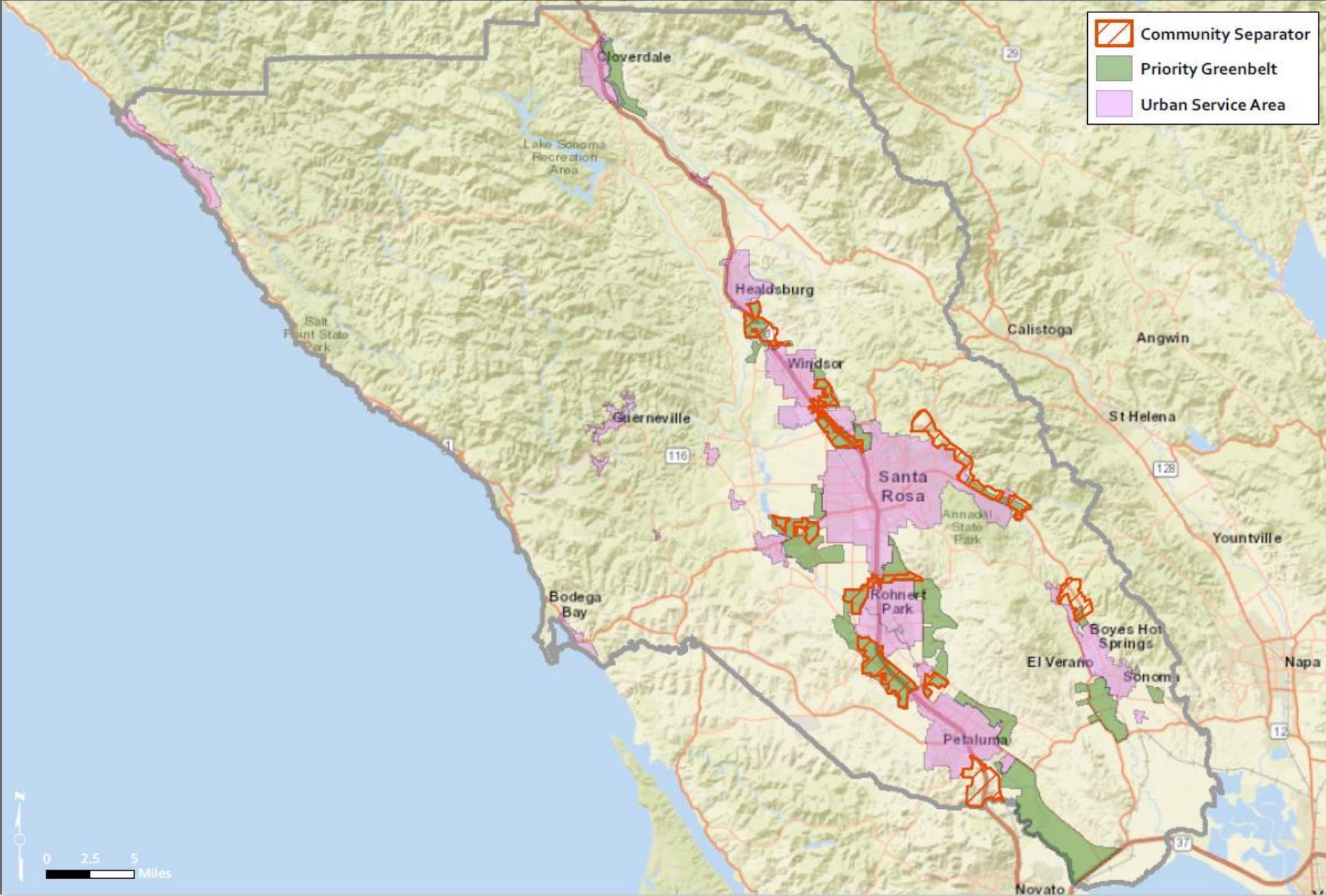
- **Designated in the General Plan**
  - **Open Space and Resource Conservation Element**
  - **Designation Does Not Expire**
  - **Policies Do Not Expire**
  
- **Development Allowed per Zoning**
  
- **Scenic Resource (SR) Zoning**
  - **Requires design review**

# BOARD DIRECTION

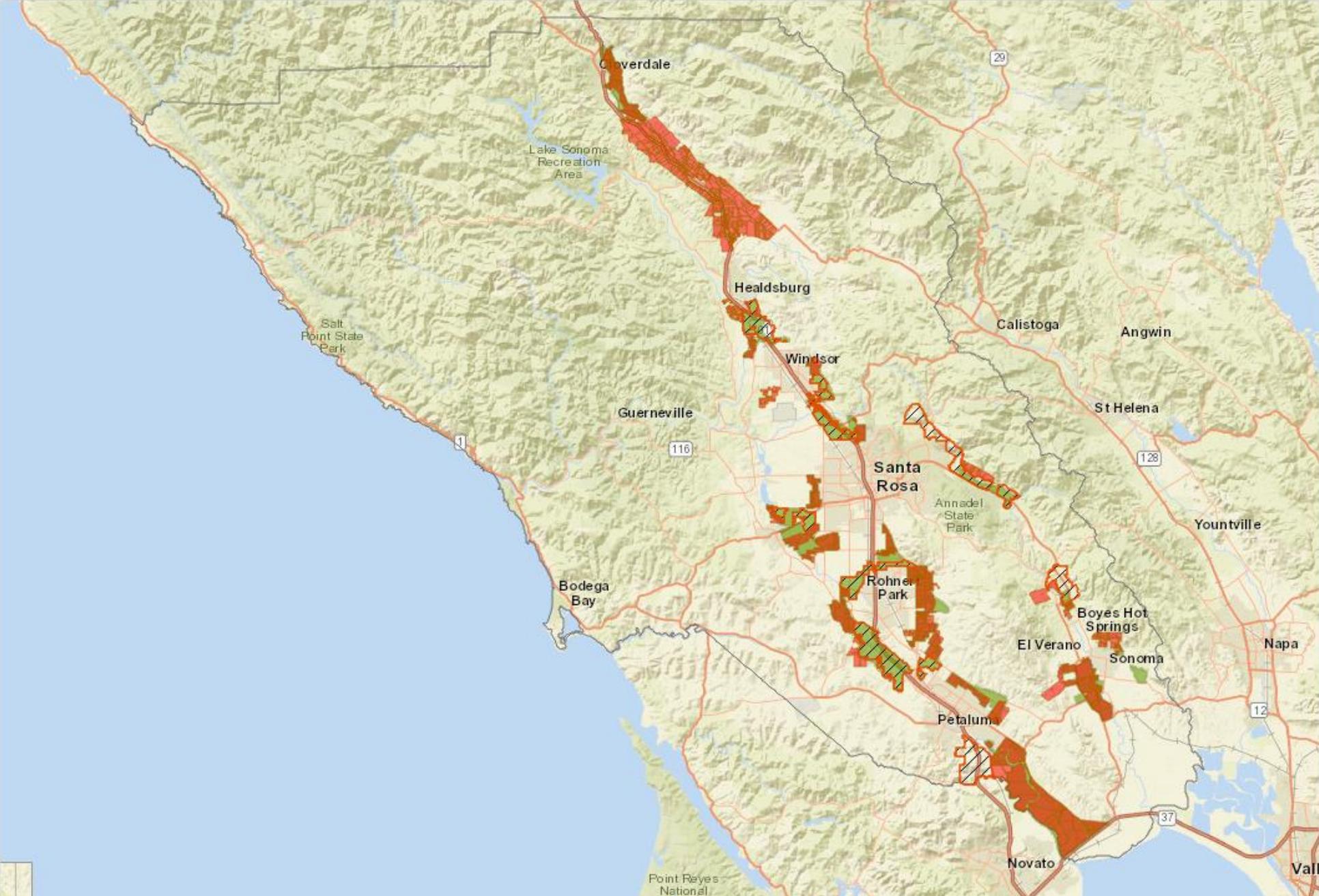
- **Work plan approved December 2015**
- **Ballot measure November 2016**
  - **30-year sunset**
- **Expand Community Separators**
  - **Emphasize acquisition areas (Priority Greenbelts)**

# BALLOT MEASURE

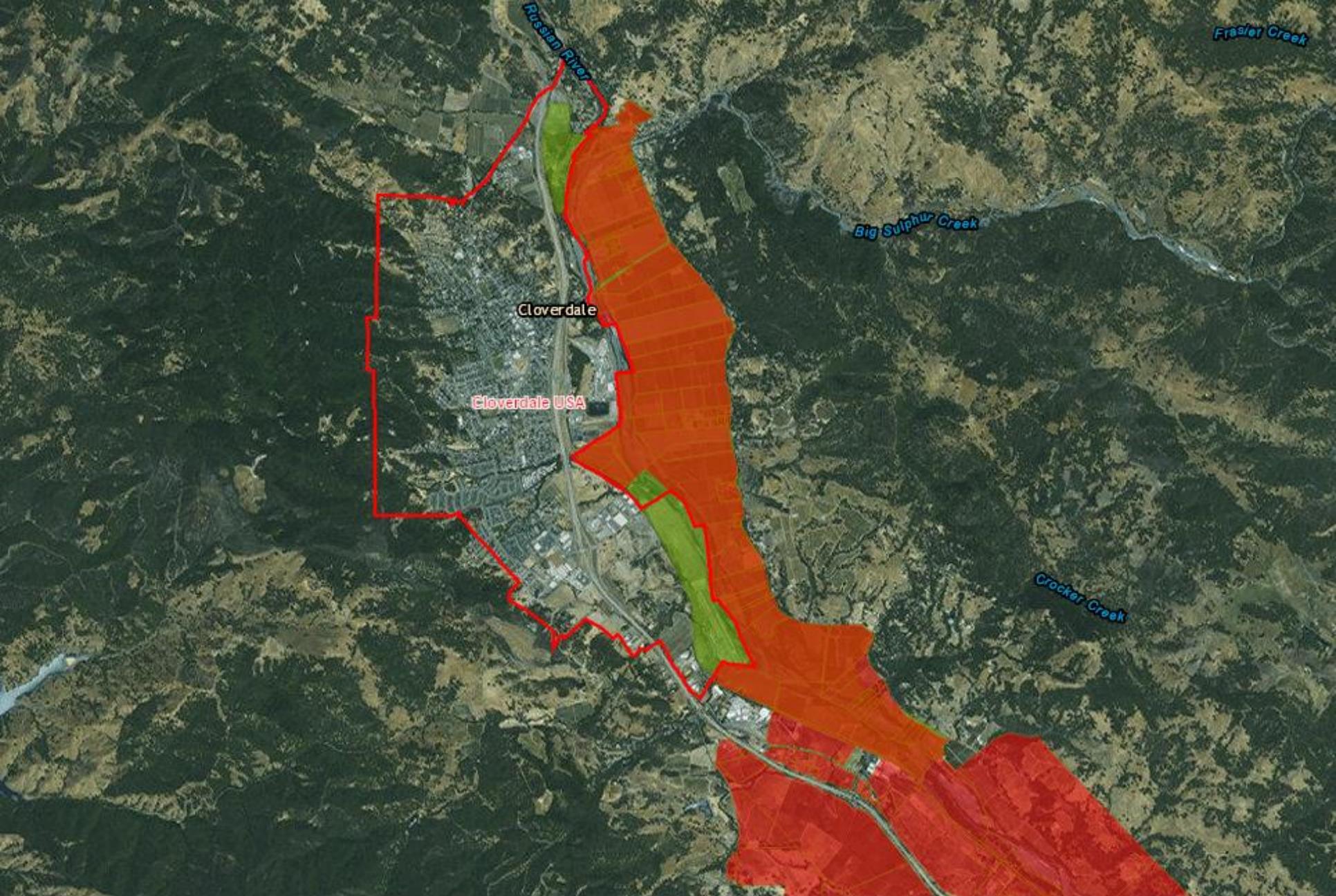
- **Proposed ballot measure**
  - **30-year life**
  - **“Unhooked” from Urban Growth Boundaries**
  - **Exceptions include building purely affordable housing and correcting mapping errors**



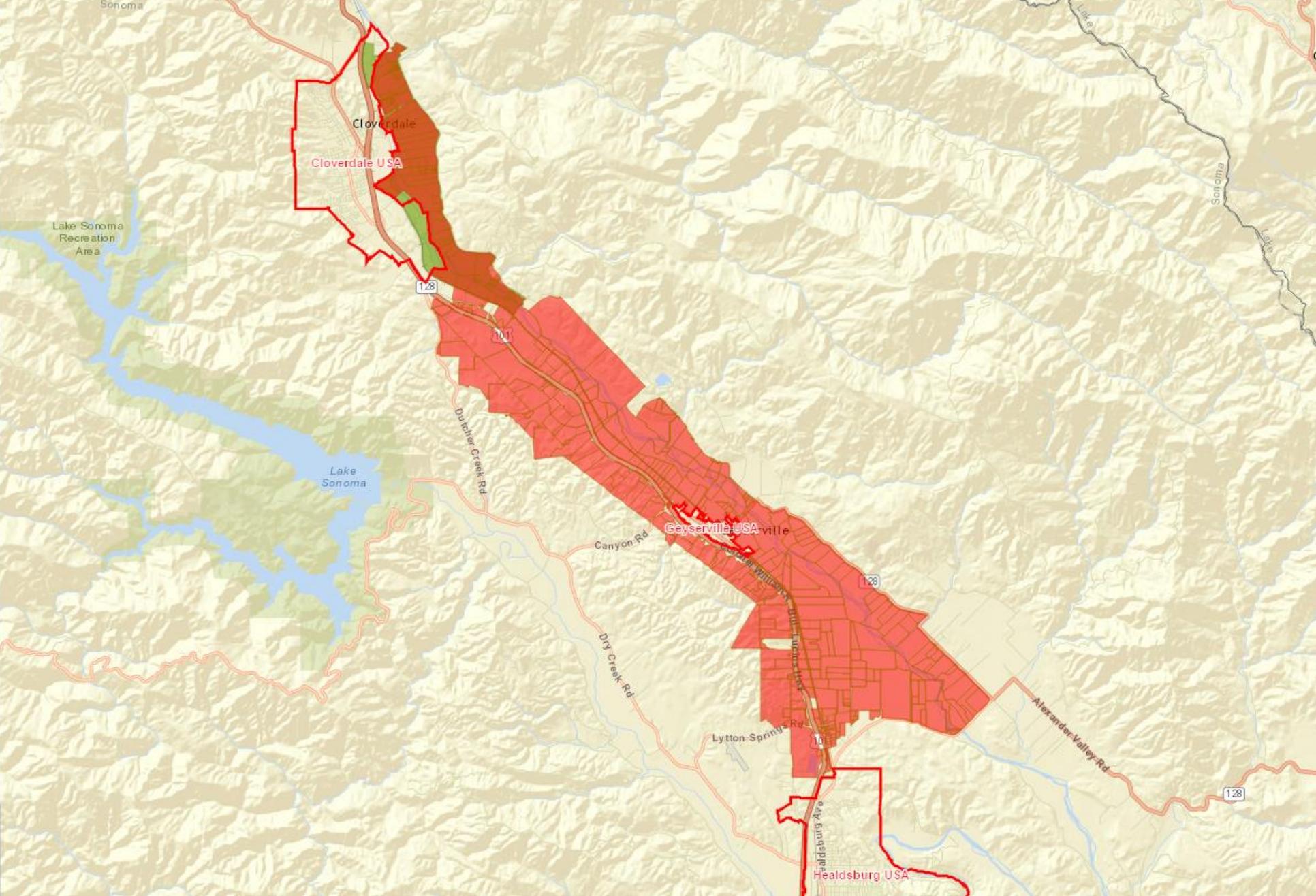
# Sonoma County (Existing)



# Sonoma County (Proposed)



# Cloverdale (Proposed)



# Healdsburg/Geyserville/Cloverdale (Proposed)

# GENERAL PLAN POLICIES

- **Strengthen city-centered growth policies**
  - **Policy OSRC-1 c**
- **Ensure internal consistency**
- **Amend for clarity**

# PUBLIC INPUT

- **Workshops**
- **Hearings**
- **Voting (ballot measure)**
- **Webpage**
  - [www.sonoma-county.org/CommunitySeparators](http://www.sonoma-county.org/CommunitySeparators)

# Questions?

- [www.sonoma-county.org/CommunitySeparators](http://www.sonoma-county.org/CommunitySeparators)
- [PRMD-CommunitySeparators@sonoma-county.org](mailto:PRMD-CommunitySeparators@sonoma-county.org)



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**City Council/Successor Agency  
Agenda Item Summary**

Agenda Item: 3  
Meeting Date: June 28, 2016

|   |  |
|---|--|
| <b>Agenda Section</b><br>Proclamations/Presentation | <b>Staff Contact</b><br>David Kelley, Assistant City Manager / Community Dev. Dir. |
|---|--|

**Agenda Item Title**

Presentation by the State Water Resources Control Board – Division of Drinking Water about the Six Acres Water Company Public Water System and request to consolidate the district with the City of Cloverdale’s water system.

**Background**

Six Acres Water Company (“Six Acres”) is a small water company consisting of approximately 22 homes situated east and adjacent to South Cloverdale Blvd., south of Lile Lane in the unincorporated area immediately outside of the City of Cloverdale. Six Acres is regulated as a Public Water System under the Safe Drinking Water Act. The State Water Resources Control Board (SWRCB) – Division of Drinking Water has regulated Six Acres as a Public Water System, since 1993. According to the SWRCB Division of Drinking Water, Six Acres has not been in compliance with applicable drinking water regulations during that time and enforcement actions have been taken for missed source chemical monitoring and bacteriological monitoring.

**Summary**

Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 - 116684 to California Health & Safety Code, addressing consolidation of public water systems. This legislation provides the SWRCB authority to order consolidation with a receiving water system where a public water system, or a state small water system within a disadvantaged community, consistently fails to provide an adequate supply of safe drinking water (Attachment 1 - Frequently Asked Questions on Mandatory Consolidation or Extension of Service for Water Systems). By way of a letter to Six Acres dated January 5, 2016 (Attachment 2), the SWRCB strongly encouraged the System and the City to work out voluntary consolidation of their public water systems. The letter goes on to state, “However, if a timely voluntary consolidation is not achieved, the State Water Board may determine to exercise its authority pursuant to Health & Safety Code Section 116682, subdivision (a) to achieve consolidation of System with the City’s public water system.”

The SWRCB is requesting that the City of Cloverdale and Six Acres mutually agree to consolidate. SWRCB staff developed a Frequently Asked Questions (FAQ) about consolidation of the Six Acres Water Company and the City of Cloverdale Water System (Attachment 3) that covers various issues related to consolidation of Six Acres. SWRCB staff is going to provide an overview of Six Acres including the deficiencies that have resulted in their request to consolidate Six Acres with the City of Cloverdale (Attachment 4). In addition, the presentation will cover funding sources that are available to cover portions of the various planning and technical assistance costs (Attachment 5). Finally, SWRCB staff is seeking feedback on their request that the City Council authorize staff to work with technical assistance providers on Six Acres consolidation project with the intention of submitting a funding application for consideration of Six Acres with the City of Cloverdale.

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**Options**

Receive a presentation by the State Water Resources Control Board – Division of Drinking Water on about the Six Acres Water Company Public Water System. This is a presentation only in order to provide feedback and ask questions. No action required.

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**Budget/Financial Impact**

This action does not result in a budgetary/fiscal impact.

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**Subcommittee Recommendation**

None.

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**Recommended Council Action**

The Assistant City Manager recommends that the City Council hear the presentation from staff at the State Water Resources Control Board – Division of Drinking Water about the Six Acres Water Company, allow public comment and provide feedback.

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**Attachments:**

- 1) Frequently Asked Questions on Mandatory Consolidation or Extension of Service for Water Systems
- 2) SWRCB letter to Six Acres dated January 5, 2016
- 3) Frequently Asked Questions about consolidation of the Six Acres Water Company and the City of Cloverdale Water System.
- 4) State Water Resources Control Board – Division of Drinking Water PowerPoint Presentation
- 5) Proposition 1 (Prop 1) Technical assistance (TA) Funding Overview

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**cc:**

## **Frequently Asked Questions on Mandatory Consolidation or Extension of Service for Water Systems**

### **Why are water systems encouraged to consolidate?**

The State Water Resources Control Board is committed to ensuring all Californians have access to safe, clean, and affordable water for human consumption. Achieving this goal can be particularly challenging for small and disadvantaged communities that lack the resources to fund basic capital costs, let alone the ongoing costs of maintenance, energy, treatment and personnel needed to operate what are sometimes very complex systems.

Consolidating public water systems and extending service from existing public water systems to communities and areas which currently rely on under-performing or failing small water systems, as well as private wells, reduces costs and improves reliability. It does this by extending any development costs to a larger pool of ratepayers.

Water provided by public water systems is subject to regulation by the United States Environmental Protection Agency (USEPA) and the State of California. Requirements include regular monitoring and testing for contaminants. Consolidating or extending service from a public water system to a community otherwise served by unreliable systems or unregulated private wells advances the goal of a reliable, accessible supply of safe drinking water for all California residents.

The authority to regulate public water systems under the state and federal Safe Drinking Water Acts (the Division of Drinking Water program) was transferred from the State Department of Public Health to the State Water Board July 1, 2014. Historically, the Division of Drinking Water asked public water systems to voluntarily consolidate when appropriate. To date, a number of systems have voluntarily consolidated, and many of these projects were funded by the Drinking Water State Revolving Fund Program, or the proceeds from the sale of state bonds (Proposition 84).

However, there remain many systems which could benefit by consolidation. The situation has been exacerbated by the current severe drought and the water emergencies that a number of disadvantaged communities and small water systems are facing throughout the state.

## **Why is mandatory consolidation being implemented now?**

As the number of failing water systems climbed in 2014 and 2015 due in large part to the State's continuing drought conditions, Governor Edmund G. Brown Jr. signed [Senate Bill 88](#) (Statutes 2015, Chapter 27), authorizing the State Water Board to require systems that consistently fail to meet standards to consolidate with, or obtain service from, a public water system. Senate Bill 88 is crafted to expedite permanent solutions for failing water systems and those that have run out of water due to the drought.

Roughly 2 percent of public water systems do not reliably deliver drinking water that meets all state and federal drinking water standards. Through [consolidation and extension of service](#) the number of systems relying on contaminated water sources, unreliable or inadequate sources of supply, or having no water at all will be reduced or eliminated.

## **How does the State Water Board approach consolidations?**

Public water systems experiencing chronic water quality failures or unreliable supplies are first provided technical assistance to analyze the problem and recommend a course of action. Enforcement may also be necessary to achieve compliance with Safe Drinking Water Act requirements. Lacking progress, the State Water Board may initiate discussions with the system and neighboring/adjacent public water systems regarding consolidation. These discussions will examine many factors such as:

- the capacity of a neighboring system to supply water to the affected community;
- the geographical separation of the two systems;
- the cost of required infrastructure improvements;
- the costs and benefits to both systems; and
- access to financing for the consolidated entity.

Consolidation may involve the actual physical consolidation of the participating water systems (physical consolidation), just the management of the participating water system (managerial consolidation), or both. If voluntary consolidation cannot be negotiated in a reasonable time period, the State Water Board may direct mandatory consolidation or a mandatory extension of service pursuant to Health & Safety Code section 116682. In this case, consolidation letters will be sent to the consistently failing water system (subsumed system) and to the receiving system notifying them that they have six months to develop a plan for voluntarily consolidation.

A similar approach is taken when a residential area, not served by a public water system, is identified as a potential candidate for receiving an extension of service from an existing public water system.

## **What liability relief is provided by Senate Bill 88?**

Senate Bill 88 added section 116684 to the Health and Safety Code, limiting the liability of water systems, wholesalers, or any other agencies that deliver water to consolidated water systems. This liability relief is available regardless of whether the consolidation occurs through

the mandatory consolidation process or through a voluntary act. These new liability relief provisions will protect water systems involved in consolidations and remove a barrier that previously limited voluntary consolidations.

**What happens if systems do not consolidate after six months?**

If the two systems have not developed a plan for consolidation within six months, the Board may then order the two systems to consolidate.

**What is the process for mandatory consolidation?**

Before ordering a mandatory consolidation, the State Water Resources Control Board must find all of the following:

- The subsumed system consistently fails to provide safe drinking water;
- All reasonable efforts to negotiate consolidation or extension of service were made;
- Consolidating, or extending service, is technically and economically feasible;
- There is no pending local agency formation commission process that is likely to resolve the problem in a reasonable amount of time;
- Water rights and water contract concerns have been adequately addressed;
- Consolidating or extending service is determined to be the most efficient and cost-effective means for providing an adequate supply of safe drinking water; and
- The capacity of the proposed interconnection needed to accomplish the consolidation is large enough to serve additional customers.

Consultation with local and state agencies along with outreach to customers within the affected service areas must occur before ordering the consolidation or extension of service.

**How will mandatory consolidations be paid for?**

The State Water Board will provide funding from Proposition 1, the Drinking Water State Revolving Fund (DWSRF) and monies made available from the emergency drought relief package, for consolidation or extension of service, including infrastructure improvements. The costs for consolidation or extension of service are largely location and situation specific and will require a study of specific infrastructure improvements for each project.

**How does the State Water Board enforce an order for mandatory consolidation?**

The authority for ordering mandatory consolidation is included in the California Safe Drinking Water Act and may be enforced by the State Water Board pursuant to Article 9 of the Health & Safety Code, including sections 116650 (citations) and 116655 (compliance order).

*(This FAQ sheet was last updated on Sept. 11, 2015)*



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## State Water Resources Control Board

Division of Drinking Water

January 5, 2016

David Campbell  
Six Acres Water Company  
P.O. Box 460  
Cloverdale, CA 95425

Dear Mr. Campbell:

Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 – 116684 to California Health & Safety Code, addressing consolidation of public water systems.

Based on the inspection of November 24, 2015 conducted by the State Water Resources Control Board – Division of Drinking Water (Division), the Six Acres Water Company (System) has numerous deficiencies. The System's only source is a shallow well without a surface seal. A sample taken at the time of the inspection was positive for total coliform. Other deficiencies have been described in a letter dated December 23, 2015, which is enclosed. It is our understanding that the System's service area is 1) contiguous with the boundaries of the City of Cloverdale (City), 2) within the Urban Service Area Boundary of the Sonoma County General Plan, 3) within the Sphere of Influence of the City, and 4) within the City's Urban Growth Boundary.

The State Water Resources Control Board (State Water Board) strongly encourages the System and the City to work out voluntary consolidation of their public water systems. However, if a timely voluntary consolidation is not achieved, the State Water Board may determine to exercise its authority pursuant to Health & Safety Code Section 116682, subdivision (a) to achieve consolidation of System with the City's public water system.

The State Water Board acknowledges that consolidation is a complex process and stands ready to assist you so that you are successful in delivering safe, affordable and accessible drinking water to your community in a cost-effective manner. The State Water Board will provide technical assistance and work with the City and the System to develop an appropriate and necessary financing package. Technical assistance will be available from the State Water Board's Division of Drinking Water (DDW) and Division of Financial Assistance (DFA).

If you have questions regarding this letter, please contact Marianne Watada at (707) 576-2076. For funding related questions, please contact George Faggella at (916) 449-5652.

Sincerely,

Janice M. Thomas, P.E., Senior Sanitary Engineer  
Division of Drinking Water  
STATE WATER RESOURCES CONTROL BOARD

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

Enclosure: Inspection letter dated December 23, 2015

cc: Felix Hernandez  
Six Acres Water Company  
P.O. Box 460  
Cloverdale, CA 95425

Paul Cayler, City Manager  
City Of Cloverdale,  
124 North Cloverdale Boulevard  
Cloverdale, CA 95425

Mark Bramfitt, Executive Officer,  
Sonoma LAFCO  
575 Administration Drive, Room 104 A  
Santa Rosa, CA 95403



EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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## State Water Resources Control Board

Division of Drinking Water

December 23, 2015

Water System No. 4900608

David Campbell  
Six Acres Water Company  
P.O. Box 460  
Cloverdale, CA 95425

### NOVEMBER 24, 2015 INSPECTION OF SIX ACRES WATER COMPANY WATER SYSTEM

This letter is to inform you of the findings of the November 24, 2015 inspection of the Six Acres Water Company (System) conducted by the State Water Resources Control Board – Division of Drinking Water (Division). The System must comply with the following in order to be in compliance with applicable sections of the California Health and Safety Code (CHSC) and the California Code of Regulations (CCR).

1. The Six Acres Mutual Water Company must maintain its legal status as an incorporated association with the Secretary of State. The status of the Six Acres Mutual Water Company is listed as "FTB Suspended" meaning the business entity was suspended by the Franchise Tax Board for failure to meet tax requirements (e.g. failure to file a return, pay taxes, penalties, interest, etc.). They System must provide proof that it has reinstated its legal status as an incorporated association by **February 28, 2016**.
2. Mutual Water Systems must record its articles or bylaws with the County Recorder. The System must submit a copy of its by-laws or articles to this Division by **January 31, 2016**.
3. All Board members of a mutual water company that operates a public water system shall complete a two-hour course offered by a qualified trainer regarding the duties of board members of mutual water companies, including, but not limited to, the duties of public water systems to provide clean drinking water that complies with the federal Safe Drinking Water Act, and long-term management of a public water system. The System must submit a list of its current board members and proof that all members have complied with the mandatory training by **March 31, 2016**.
4. Well 02 is only 36 feet deep. The Department of Water Resources (DWR) Well Standards specify that the annular seal of a domestic well must be a minimum 50 feet deep. In addition, the well is located approximately 500 feet from the

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FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

50 D Street, Suite 200, Santa Rosa, CA 95404 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)

Cloverdale wastewater treatment ponds and ¼ mile from the Russian River. Due to the shallow well and the proximity to surface water, the System must conduct an investigation to determine if the well is groundwater under the direct influence of surface water (GWUDI). Handout 5A describing the testing and reporting requirements is enclosed. Sampling should begin by **January 31, 2016** and continue for at least one year.

5. The well has no surface seal. A concrete surface seal is required. The surface seal must 1) be a minimum of 2 feet laterally in all directions from the outside of the well boring, 2) be a minimum thickness of 4 inches, and 3) slope away from the well casing. The System must install a proper surface seal by **February 28, 2016**. Handout 60 describing the Surface Seal Requirements is enclosed.
6. The well has no sample tap. A "raw well" sample was taken from a hose bib located about 6-inches before the chlorine injection line. To accurately test source water, a non-threaded, down-turned sampling tap is required at the wellhead. The sampling tap should be sufficiently separated from chemical injection lines to ensure that the System is getting an untreated water sample. A non-threaded, down-turned sampling tap must be installed by **March 31, 2016**.
7. The System uses HTH 10% sodium hypochlorite solution, which has not been certified as meeting the specifications of American National Standard Institute/NSF International (ANSI/NSF) Standards 60 as a drinking water additive. Any chemical, material, lubricant, or product used in the production, treatment or distribution of drinking water must be certified as meeting the specifications of ANSI/NSF Standards 60 (direct additive) or 61 (indirect additive). The System must purchase a sodium hypochlorite solution that meets the ANSI/NSF Standards 60 certification and notify this Department by **January 31, 2016** as to the new solution.
8. Two bacteriological samples were taken at the inspection, both were total coliform positive and *E. coli* negative. The results were as follows. The operator was notified and was to resample by November 30, 2015.
  - a. Raw Well 02: Total coliform 27.5 MPN
  - b. Distribution system: Total coliform 11 MPN; There was no chlorine residual at the site.

There is minimal raw well coliform monitoring data on file. As part of the GWUDI monitoring in item 4, the System will be required to conduct coliform samples from the well every two weeks for one year.
9. The System is overdue on numerous Source Chemical Monitoring constituents. The Source Chemical Monitoring Schedule is enclosed. At the inspection, the System was given until **December 31, 2015** to complete all outstanding monitoring.

10. The System does not keep written records of complaints. All public water systems must maintain written records of all water quality and outage complaints received, both verbal and written. The complaint log must, at a minimum, include a description of the complaint and corrective action taken by the System. The System must retain the complaint log for a period of five years for the Division's review.. An example of a Customer Complaint Form (Form 65), is available at the following website:

[http://www.waterboards.ca.gov/drinking\\_water/programs/districts/sonoma\\_district.shtml](http://www.waterboards.ca.gov/drinking_water/programs/districts/sonoma_district.shtml)

11. Individual water connections are not metered. All public water systems are encouraged to install meters at individual connections and to adopt metered water rates that reflect the actual cost of water production and delivery, and which encourage customers to minimize water use through progressively increasing water rates or other measures that penalize excessive water use.

12. The Emergency Notification Plan should be updated with Division of Drinking Water contacts and links to the Division's webpage for notification templates. The form can be found here:

[http://www.waterboards.ca.gov/drinking\\_water/programs/districts/docs/sonoma/21\\_enp\\_sonoma.docx](http://www.waterboards.ca.gov/drinking_water/programs/districts/docs/sonoma/21_enp_sonoma.docx)

The updated Plan must be submitted by **January 31, 2016**.

If you have any questions regarding this letter, please contact Marianne Watada of my staff at (707) 576-2076.

Sincerely,



Janice M. Thomas, P.E., Senior Sanitary Engineer  
Division of Drinking Water  
STATE WATER RESOURCES CONTROL BOARD

Enclosures: Handout 5A Monitoring Protocol for Determination of Groundwater Under the Direct Influence of Surface Water (GWUDI)  
Handout 60 describing the Surface Seal Requirements  
Source Chemical Monitoring Schedule

cc: Felix Hernandez

LAST SAMPLE DATE AND MONITORING SCHEDULE

SYSTEM NO: 4900608 NAME: SIX ACRES WATER COMPANY

COUNTY: SONOMA

SOURCE NO: 001 NAME: WELL 02

CLASS: CTGA

STATUS: Active

| PSCODE     | GROUP/CONSTITUENT IDENTIFICATION | LAST SAMPLE | COUNT   | FREQ | MODIFIED SCHEDULE | NEXT SAMPLE DUE |
|------------|----------------------------------|-------------|---------|------|-------------------|-----------------|
| 4900608001 | 4900608 SIX ACRES WATER COMPANY  | 001         | WELL 02 |      |                   |                 |
| GP         | SECONDARY/GP                     |             |         |      |                   |                 |
| 00440      | BICARBONATE ALKALINITY           | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00916      | CALCIUM                          | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00445      | CARBONATE ALKALINITY             | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00940      | CHLORIDE                         | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00081      | COLOR                            | 2011/09/29  | 4       | 36   |                   | 2014/09 DUE NOW |
| 01042      | COPPER                           | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 38260      | FOAMING AGENTS (MBAS)            | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00900      | HARDNESS (TOTAL) AS CaCO3        | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 71830      | HYDROXIDE ALKALINITY             | 2011/09/14  | 3       | 36   |                   | 2014/09 DUE NOW |
| 01045      | IRON                             | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00927      | MAGNESIUM                        | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 01055      | MANGANESE                        | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00086      | ODOR THRESHOLD @ 60 C            | 2011/09/29  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00403      | PH, LABORATORY                   | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 01077      | SILVER                           | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00929      | SODIUM                           | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00095      | SPECIFIC CONDUCTANCE             | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 00945      | SULFATE                          | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 70300      | TOTAL DISSOLVED SOLIDS           | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 82079      | TURBIDITY, LABORATORY            | 2011/09/29  | 4       | 36   |                   | 2014/09 DUE NOW |
| 01092      | ZINC                             | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| IO         | INORGANIC                        |             |         |      |                   |                 |
| 01105      | ALUMINUM                         | 2011/09/14  | 4       | 108  | M                 | 2014/09 DUE NOW |
| 01097      | ANTIMONY                         | 2011/09/14  | 3       | 108  | M                 | 2014/09 DUE NOW |
| 01002      | ARSENIC                          | 2011/09/14  | 4       | 36   |                   | 2014/09 DUE NOW |
| 81855      | ASBESTOS                         | 2008/01/22  | 2       | 108  |                   | 2017/01         |
| 01007      | BARIUM                           | 2011/09/14  | 4       | 108  | M                 | 2014/09 DUE NOW |
| 01012      | BERYLLIUM                        | 2011/09/14  | 3       | 108  | M                 | 2014/09 DUE NOW |
| 01027      | CADMIUM                          | 2011/09/14  | 4       | 108  | M                 | 2014/09 DUE NOW |
| 01034      | CHROMIUM (TOTAL)                 | 2011/09/14  | 3       | 108  | M                 | 2014/09 DUE NOW |

LAST SAMPLE DATE AND MONITORING SCHEDULE

SYSTEM NO: 4900608 NAME: SIX ACRES WATER COMPANY

COUNTY: SONOMA

SOURCE NO: 001 NAME: WELL 02

CLASS: CTGA

STATUS: Active

| PSCODE     | GROUP/CONSTITUENT IDENTIFICATION     | LAST SAMPLE | COUNT | FREQ | MODIFIED SCHEDULE | NEXT SAMPLE DUE |         |
|------------|--------------------------------------|-------------|-------|------|-------------------|-----------------|---------|
| 4900608001 | IO INORGANIC                         |             |       |      |                   |                 |         |
|            | 00951 FLUORIDE (F) (NATURAL-SOURCE)  | 2011/09/14  | 4     | 108  | M                 | 2014/09         | DUE NOW |
|            | 71900 MERCURY                        | 2011/09/14  | 4     | 108  | M                 | 2014/09         | DUE NOW |
|            | 01067 NICKEL                         | 2011/09/14  | 3     | 108  | M                 | 2014/09         | DUE NOW |
|            | A-031 PERCHLORATE                    | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 01147 SELENIUM                       | 2011/09/14  | 4     | 108  | M                 | 2014/09         | DUE NOW |
|            | 01059 THALLIUM                       | 2011/09/14  | 3     | 108  | M                 | 2014/09         | DUE NOW |
|            | NI NITRATE/NITRITE                   |             |       |      |                   |                 |         |
|            | 00618 Nitrate (as N)                 |             | 0     | 12   |                   | 2015/10         | DUE NOW |
|            | 71850 NITRATE (AS NO3)               | 2014/08/29  | 10    | 12   |                   | 2015/08         | DUE NOW |
|            | 00620 NITRITE (AS N)                 | 2011/09/14  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | RA RADIOLOGICAL                      |             |       |      |                   |                 |         |
|            | 01501 GROSS ALPHA                    | 2007/06/27  | 4     | 108  |                   | 2016/06         |         |
|            | S1 REGULATED VOC                     |             |       |      |                   |                 |         |
|            | 34506 1,1,1-TRICHLOROETHANE          | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34516 1,1,2,2-TETRACHLOROETHANE      | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34511 1,1,2-TRICHLOROETHANE          | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34496 1,1-DICHLOROETHANE             | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34501 1,1-DICHLOROETHYLENE           | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34551 1,2,4-TRICHLOROBENZENE         | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34536 1,2-DICHLOROBENZENE            | 2009/06/29  | 4     | 72   |                   | 2015/06         | DUE NOW |
|            | 34531 1,2-DICHLOROETHANE             | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34541 1,2-DICHLOROPROPANE            | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34561 1,3-DICHLOROPROPENE (TOTAL)    | 2009/06/29  | 2     | 72   |                   | 2015/06         | DUE NOW |
|            | 34571 1,4-DICHLOROBENZENE            | 2009/06/29  | 4     | 72   |                   | 2015/06         | DUE NOW |
|            | 34030 BENZENE                        | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 32102 CARBON TETRACHLORIDE           | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 77093 CIS-1,2-DICHLOROETHYLENE       | 2009/06/29  | 2     | 72   |                   | 2015/06         | DUE NOW |
|            | 34423 DICHLOROMETHANE                | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34371 ETHYLBENZENE                   | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 46491 METHYL-TERT-BUTYL-ETHER (MTBE) | 2012/12/28  | 4     | 36   |                   | 2015/12         | DUE NOW |

LAST SAMPLE DATE AND MONITORING SCHEDULE

SYSTEM NO: 4900608 NAME: SIX ACRES WATER COMPANY

COUNTY: SONOMA

SOURCE NO: 001 NAME: WELL 02

CLASS: CTGA

STATUS: Active

| PSCODE     | GROUP/CONSTITUENT IDENTIFICATION           | LAST SAMPLE | COUNT | FREQ | MODIFIED SCHEDULE | NEXT SAMPLE DUE |         |
|------------|--|-------------|-------|------|-------------------|-----------------|---------|
| 4900608001 | S1 REGULATED VOC                           |             |       |      |                   |                 |         |
|            | 34301 MONOCHLOROENZENE                     | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 77128 STYRENE                              | 2009/06/29  | 2     | 72   |                   | 2015/06         | DUE NOW |
|            | 34475 TETRACHLOROETHYLENE                  | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34010 TOLUENE                              | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34546 TRANS-1,2-DICHLOROETHYLENE           | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 39180 TRICHLOROETHYLENE                    | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 34488 TRICHLOROFLUOROMETHANE               | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 81611 TRICHLOROTRIFLUOROETHANE (FREON 113) | 2009/06/29  | 2     | 72   |                   | 2015/06         | DUE NOW |
|            | 39175 VINYL CHLORIDE                       | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | 81551 XYLENES (TOTAL)                      | 2009/06/29  | 3     | 72   |                   | 2015/06         | DUE NOW |
|            | S2 REGULATED SOC                           |             |       |      |                   |                 |         |
|            | 39045 2,4,5-TP (SILVEX)                    | 2011/09/29  | 4     | 108  |                   | 2020/09         |         |
|            | 39730 2,4-D                                | 2011/09/29  | 4     | 108  |                   | 2020/09         |         |
|            | 39033 ATRAZINE                             | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 81405 CARBOFURAN                           | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 38432 DALAPON                              | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 81287 DINOSEB                              | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 78885 DIQUAT                               | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 38926 ENDOTHALL                            | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 77651 ETHYLENE DIBROMIDE (EDB)             | 2012/12/28  | 2     | 108  |                   | 2021/12         |         |
|            | 39410 HEPTACHLOR                           | 2012/12/28  | 4     | 108  |                   | 2021/12         |         |
|            | 39420 HEPTACHLOR EPOXIDE                   | 2012/12/28  | 4     | 108  |                   | 2021/12         |         |
|            | 39340 LINDANE                              | 2012/12/28  | 4     | 108  |                   | 2021/12         |         |
|            | 39480 METHOXYCHLOR                         | 2012/12/28  | 3     | 108  |                   | 2021/12         |         |
|            | 38865 OXAMYL                               | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 39032 PENTACHLOROPHENOL                    | 2011/09/29  | 4     | 36   |                   | 2014/09         | DUE NOW |
|            | 39720 PICLORAM                             | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 39055 SIMAZINE                             | 2011/09/29  | 3     | 36   |                   | 2014/09         | DUE NOW |
|            | 39400 TOXAPHENE                            | 2012/12/28  | 4     | 108  |                   | 2021/12         |         |

LAST SAMPLE DATE AND MONITORING SCHEDULE

SYSTEM NO: 4900608 NAME: SIX ACRES WATER COMPANY

COUNTY: SONOMA

SOURCE NO: 001

NAME: WELL 02

CLASS: CTGA

STATUS: Active

| PSCODE        | GROUP/CONSTITUENT IDENTIFICATION | LAST SAMPLE | COUNT | FREQ | MODIFIED SCHEDULE | NEXT SAMPLE DUE |
|---------------|----------------------------------|-------------|-------|------|-------------------|-----------------|
| 4900608001 UA | STATE UCMR                       |             |       |      |                   |                 |
|               | 32101 BROMODICHLOROMETHANE (THM) | 2009/06/29  | 3     | 72   |                   | 2015/06 DUE NOW |
|               | 32104 BROMOFORM (THM)            | 2009/06/29  | 3     | 72   |                   | 2015/06 DUE NOW |
|               | 32106 CHLOROFORM (THM)           | 2009/06/29  | 3     | 72   |                   | 2015/06 DUE NOW |
|               | 32105 DIBROMOCHLOROMETHANE (THM) | 2009/06/29  | 3     | 72   |                   | 2015/06 DUE NOW |

LAST SAMPLE DATE AND MONITORING SCHEDULE

SYSTEM NO: 4900608 NAME: SIX ACRES WATER COMPANY

COUNTY: SONOMA

SOURCE NO: 003 NAME: DIST - 80 EL RANCHO DRIVE

CLASS: DBPT

STATUS: Active

| PSCODE     | GROUP/CONSTITUENT IDENTIFICATION                        | LAST SAMPLE | COUNT                     | FREQ | MODIFIED SCHEDULE | NEXT SAMPLE DUE |
|------------|---|-------------|---------------------------|------|-------------------|-----------------|
| 4900608003 | 4900608 SIX ACRES WATER COMPANY<br>(UNIDENTIFIED GROUP) | 003         | DIST - 80 EL RANCHO DRIVE |      |                   |                 |
|            | 82721 DIBROMOACETIC ACID (DBAA)                         | 2013/09/27  | 4                         | 36   |                   | 2016/09         |
|            | 77288 DICHLOROACETIC ACID (DCAA)                        | 2013/09/27  | 4                         | 36   |                   | 2016/09         |
|            | A-049 HALOACETIC ACIDS (5) (HAA5)                       | 2013/09/27  | 4                         | 12   | M                 | 2016/09         |
|            | A-041 MONOBROMOACETIC ACID (MBAA)                       | 2013/09/27  | 4                         | 36   |                   | 2016/09         |
|            | A-042 MONOCHLOROACETIC ACID (MCAA)                      | 2013/09/27  | 4                         | 36   |                   | 2016/09         |
|            | 82723 TRICHLOROACETIC ACID (TCAA)                       | 2013/09/27  | 4                         | 36   |                   | 2016/09         |
|            | TH TRIHALOMETHANES                                      |             |                           |      |                   |                 |
|            | 82080 TOTAL TRIHALOMETHANES                             | 2013/09/27  | 4                         | 12   | M                 | 2016/09         |
|            | UA STATE UCMR   |             |                           |      |                   |                 |
|            | 32101 BROMODICHLOROMETHANE (THM)                        | 2013/09/27  | 4                         | 36   |                   | 2016/09         |
|            | 32104 BROMOFORM (THM)                                   | 2013/09/27  | 4                         | 36   |                   | 2016/09         |
|            | 32106 CHLOROFORM (THM)                                  | 2013/09/27  | 4                         | 36   |                   | 2016/09         |
|            | 32105 DIBROMOCHLOROMETHANE (THM)                        | 2013/09/27  | 4                         | 36   |                   | 2016/09         |

**State Water Resources Control Board**  
Division of Drinking Water

**CONSOLIDATION of the SIX ACRES WATER COMPANY with the CITY OF  
CLOVERDALE WATER SYSTEM  
FREQUENTLY ASKED QUESTIONS**  
(rev. 06.22.16)

The purpose of this water consolidation project is to provide a permanent, safe, and reliable water supply to the homes currently in the Six Acres Water Company water system (Six Acres). This is proposed to occur by consolidating the Six Acres Water Company water system with the City of Cloverdale water system. Effective June 24, 2015, Senate Bill 88 (Statutes 2015, Chapter 27) added Sections 116680 – 116684 to the California Health & Safety Code, addressing consolidation of public water systems.

## Water Related Concerns

**Q1: I thought that our water system has been in compliance for over 50 years and that our system has been conducting all required water quality testing. It seems that as time has passed, new regulations and rules have required that there be a Mutual Water Company Board, written records of complaints, and other managerial requirements. Why can't we continue as we have for the last 50 plus years?**

**A:** Six Acres Water Company is regulated as a Public Water System under the Safe Drinking Water Act. The State has regulated Six Acres as a Public Water System, since 1993. Six Acres has not been in compliance with applicable regulations during that time. In that time, enforcement actions have been taken for missed source chemical monitoring and bacteriological monitoring. Concern regarding the shallow well, monitoring and reporting violations, and other deficiencies have been documented through citations and letters. It is true that new technical and managerial requirements continue to be added for public water systems and as new regulations take effect, the water system must comply with all current regulations.

**Q2. If Six Acres Water Company does not consolidate its water system with the City of Cloverdale’s water system, will it be the Six Acres Water Company homeowners’ responsibility to fix the system at their cost, including maintaining a mutual water company board, upgrading treatment, etc.?**

A: Yes, currently the homeowners in the Six Acres Water Company are and will continue to be responsible for operating and maintaining the water system to meet all applicable regulations.

## **COSTS**

**Q3: Who will pay for construction of the water & sewer lines if consolidation occurs?**

A: As part of Senate Bill 88, the State Water Resources Control Board must make funds available to the City of Cloverdale for the costs of completing the consolidation of the two water systems. The State Water Resources Control Board – Division of Financial Assistance (DFA) has funding sources for water system infrastructure and will work with water systems to apply for funding. The DFA contact for the Six Acres project is Lucio Orellana (916) 445-2493.

Costs associated with items other than the water infrastructure, such as sewer services must be funded by other sources.

Some other sources of financial assistance and contacts are listed below:

Community Development Block Grant Program – (CDBG)  
Jon Dienesch  
916.263.2561

United States Department of Agriculture Rural Development  
Quinn Donovan  
707.536.0248

Information on other funding sources can also be found at the California Financing Coordinating Committee (CFCC) website: <http://www.cfcc.ca.gov/>

**Q4: How will the share of costs be determined? Will it be based on how far the residence is from the main water line or will it be a shared cost?**

A: The costs will be determined for the Six Acres Water Company as a whole. Costs will not be based on the individual home or its distance to the main water line.

## **ANNEXATION or OUTSIDE SERVICE AREA AUTHORIZATION**

For the Six Acres Water Company to receive water from the City of Cloverdale, Six Acres would either annex to the City of Cloverdale or receive water through an Outside Service Area Authorization.

**Q5: If Six Acres annexes with the City of Cloverdale will all homes be connected to the City of Cloverdale sewer?**

A: At this point, it is too early in the process to know.

Information regarding connection to the City of Cloverdale sewer system can be found in the Cloverdale Municipal Code Chapter 13 Section 13.12.020, which can be viewed at <http://www.codepublishing.com/CA/Cloverdale/>

**Q6: If annexation and consolidation occurs, will all Six Acres residences have the same services? For example, if I want a water and sewer connection and my neighbor only wants water, is that an option?**

A: All Six Acres residences would have access to the same services.

See answer to [Q5](#) for information regarding the Cloverdale Municipal Code and connecting to city sewer.

**Q7: If annexation occurs, what type of zoning would apply to Six Acres?**

A: Pre-zoning would occur as part of annexation. Based on the General Plan Land Use Map, the area is zoned R-2 (Two-family residential). This designation allows for a variety of development types such as single-family attached or detached units, small lot single-family, and renter/owner opportunities such as duplexes and triplexes, or low density rental units.

**Q8: If annexation occurs what happens if my present use does not conform to City zoning?**

A: Section 18.02.090 of the City of Cloverdale Zoning Ordinance addresses nonconforming uses. The City of Cloverdale Zoning Ordinance can be found online at:

<http://www.cloverdale.net/DocumentCenter/View/1670>

**Q9: If Six Acres connects to City of Cloverdale water without annexation, would that restrict Six Acres homeowners ability to build on their properties?**

A: Under state law, the Sonoma Local Agency Formation Commission (LAFCO) has the authority to determine whether a city or district can extend service (e.g. water or sewer) to territory outside the city or district’s jurisdictional boundary. The City of Cloverdale would be the agency seeking approval from LAFCO to serve the Six Acres area, through an Outside Service Area Authorization (OSAA).

Sonoma LAFCO’s policy allows OSAA’s upon written documentation of a threat to public health and safety (such as failed water supplies or water quality) and is granted only for existing development and uses. If landowners are seeking to develop vacant property, or change the use or intensity of existing development, and require municipal services to do so, then annexation, not an OSAA, is the appropriate means of accessing those services.

It should be noted that landowners granted municipal services through an OSAA lose their eligibility to protest a future annexation application that includes their property.

**FUTURE DEVELOPMENT**

**Q10: Is the Six Acres Water Company - Cloverdale water consolidation related to the development of the vineyard property to the east of Six Acres?**

A: The reason that the State Water Resources Control Board – Division of Drinking Water is encouraging the Six Acres Water Company and the City of Cloverdale to work out an agreement for voluntary consolidation is due to deficiencies in the Six Acres Water Company water system.

**Q11: If Six Acres brings its water system up to meet Safe Drinking Water Standards would that eliminate any future possibility of City annexation?**

A: No.

**OTHER**

**Q12: What will be decided at the June 28th Cloverdale City Council meeting?**

A: At the June 28, 2016 City Council meeting, the State Water Resources Control Board-Division of Drinking Water will present information to the City Council regarding the proposed consolidation of the Six Acres Water Company water system and the City of Cloverdale water system. The State will request that City Council authorize its staff to work with the State’s technical assistance providers to have a funding application

Consolidation of the Six Acres Water Company with the City of Cloverdale Water System  
Frequently Asked Questions

submitted on behalf of Six Acres Water Company for consolidation with the City of Cloverdale water system. This will be a presentation of information and the topic is not on the agenda for action at this meeting.

**Q13: Does the City of Cloverdale have the water capacity to serve Six Acres?**

A: As part of Senate Bill 88, the State Water Resources Control Board must make funds available to the City of Cloverdale for the costs of completing the consolidation of the water systems, including, but not limited to, replacing any capacity lost as a result of the consolidation. Determining the necessary source capacity will be part of the planning stage of the consolidation project.

**Q14: Have other public water systems been contacted regarding consolidation in the Cloverdale area?**

A: At this time no other water systems have been contacted regarding consolidation with the City of Cloverdale.

**Q15: Is the Six Acres consolidation being recommended so that "no islands" exist down to Asti?**

A: See the answer to Question [Q10](#). The Six Acres water consolidation with the City of Cloverdale is being recommended due to deficiencies in the Six Acres water system. The annexation would include those twenty-two properties within the service area of the Six Acres Mutual Water Company and does not involve territory further to the south of the City.

In 2014, LAFCO did approve amendment of the City's sphere of influence to include an area to the south (part of what was called the Industrial Exception Area). Inclusion of territory within a sphere of influence allows that territory to be eligible for annexation to the City; however, for annexation to occur, other criteria must be met.

# Six Acres Water Company Consolidation Proposal

Janice Thomas, P.E.  
Sonoma District Engineer

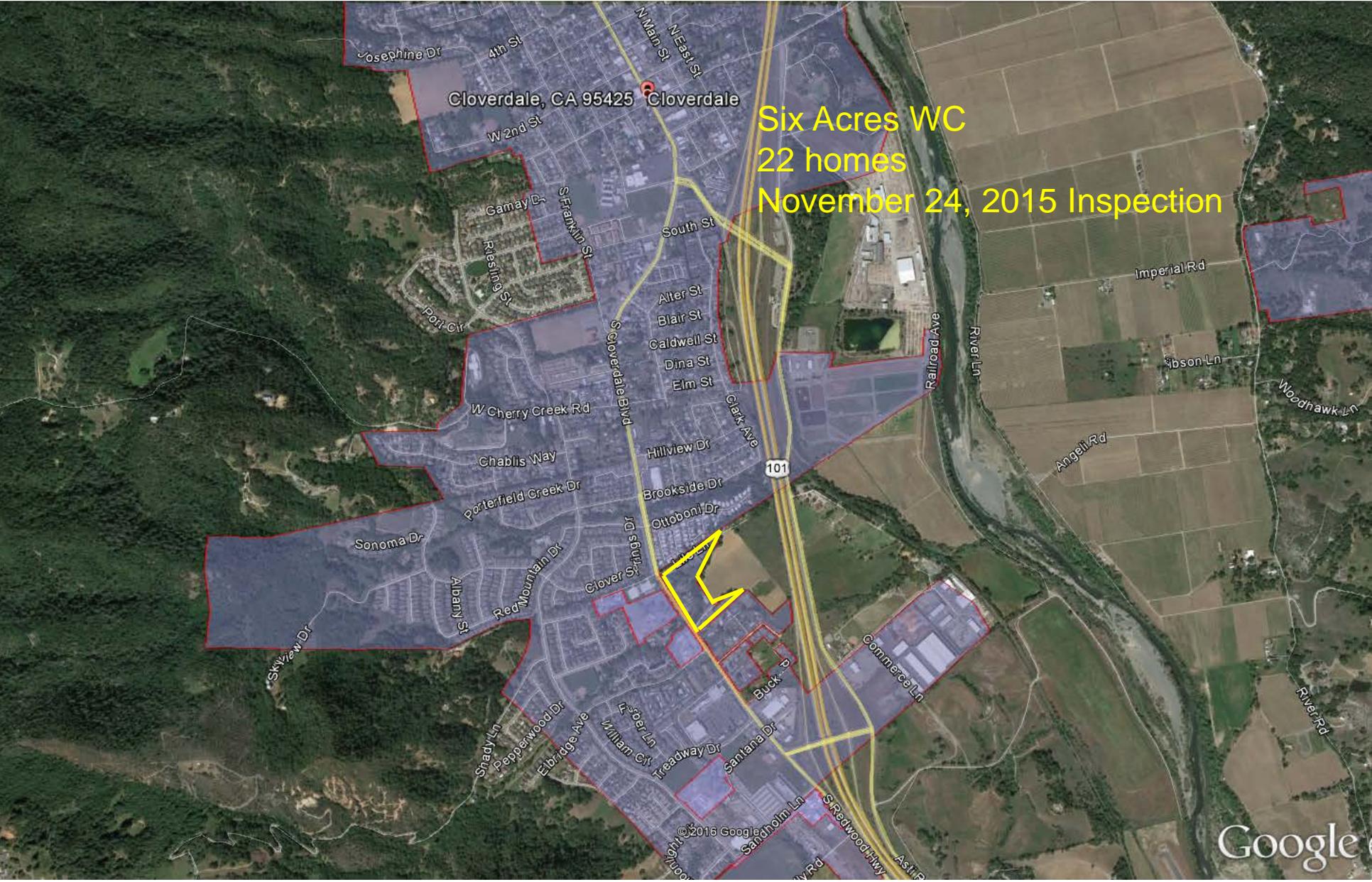
And

Marianne Watada, P.E.  
Associate Engineer

# SWRCB Division of Drinking Water Mission

- Safe and reliable drinking water
- Jurisdiction:  $\geq 15$  homes or  $\geq 25$  people
- Water systems have numerous requirements
  - Administrative
  - Technical
  - Financial
  - Reporting
  - Monitoring
  - Operational





Cloverdale, CA 95425 Cloverdale

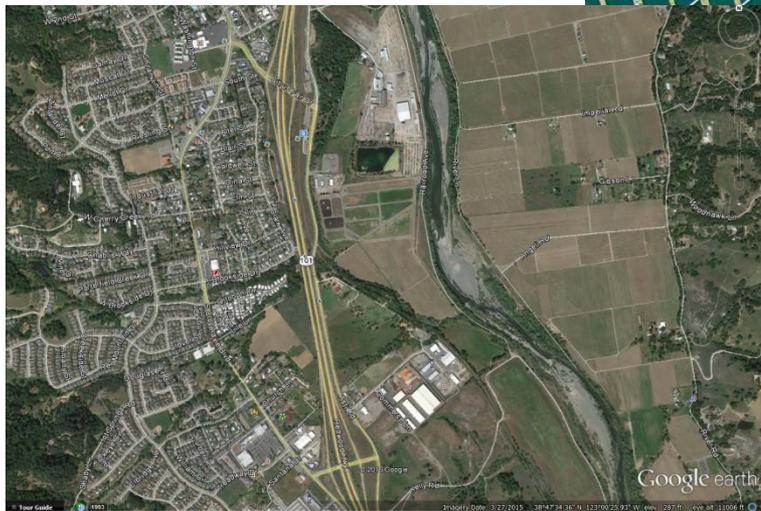
Six Acres WC  
22 homes  
November 24, 2015 Inspection

Google

## Six Acres WC Inspection November 24, 2015 - Findings

- The MWC has not maintained it's legal status as an incorporated association (1964)
- No Board or bylaws; required to have board members that have attended a 2-hour course on duties
- Overdue source chemical monitoring
- Unmetered connections; no map of distribution system
- Well deficiencies





## Six Acres well

- No concrete surface seal
- No well drillers log on file; Well does not have a 50 foot annular seal; Well reported to be only 36 feet deep

# Six Acres WC Treatment Site



# Deficiencies

- Mutual Water System has not maintained its legal status with the Secretary of State
- No Mutual Water Company Board or Bylaws
- Overdue Source Chemical Monitoring
- Shallow well with no surface seal and have not investigated whether the well is under the direct influence of surface water
- Inadequate treatment
  - Have not begun monitoring and reporting to ensure 4-log virus inactivation through disinfection
  - Using non-NSF 60 certified sodium hypochlorite solution
- Total coliform in the well and distribution system from inspection sample; system did not confirm and missed routine bacteriological sampling

# Consolidation Definition

- Full consolidation – all water to Six Acres supplied by City of Cloverdale. The existing well is severed from the water system.
  - Outside Service Area Authorization
  - Annexation

# Consolidation Authority

- Senate Bill 88
- “...limit the liability of a consolidated water system, wholesaler, or any other agency in the chain of distribution that delivers water to a consolidated water system”
- Sent voluntary letter on January 5, 2016
- Met Cloverdale City Manager Feb 29, 2016
- LAFCO consultation on March 3, 2016

# Outreach

- City Staff meeting on February 29, 2016
- Public Meeting at Six Acres on April 25, 2016
- Emailed residents
- Collected concerns
- Informal internal survey of Six Acres 63% in favor of water from Cloverdale
- Monthly newsletter to residents

# Technical and Financial Assistance

- Technical Assistance for application, LAFCO process
- Funding for planning, construction, staff time
- Funding staff visited Six Acres on February 25, will be here July 13-15
- Disadvantaged community eligible for 100% planning grant up to \$500,000
- Construction financing depends on rates, MHI

# Why Cloverdale & Six Acres?

- Adjacent boundaries
- Water quality problems
- We have approached other small systems in Santa Rosa which have met with the City and funding staff.
- South Cloverdale MWC – no plans

# Next Steps

- We would like to continue with consolidation without exerting authority
- Request that City Council authorize staff to work with technical assistance providers on Six Acres consolidation project with the intention of submitting a funding application

# Resources

- Prop 1 Technical Assistance ([flyer](#))
- Consolidation Fact Sheet ([flyer](#))
- SB88 ([text](#))
- CFCC Funding Fair ([website](#))
- Copy of January 5, 2016 letter

# PROPOSITION 1 TECHNICAL ASSISTANCE



Proposition 1 (Prop 1) Technical assistance (TA) is implemented by the State Water Resources Control Board's Office of Sustainable Water Solutions (Office). The Office promotes permanent and sustainable drinking water and wastewater treatment solutions to ensure effective and efficient provision of safe, clean, affordable, and reliable drinking water and wastewater treatment services, focusing on addressing financial and technical assistance needs. Prop 1 TA is available to help small (less than 10,000 people) disadvantaged (median household income [MHI] < 80% statewide MHI) communities (small DACs) develop, fund, and implement Prop 1-eligible capital improvement projects.

**HOW TO APPLY FOR TA:** The Office is continually accepting Requests for TA. An electronic form can be obtained at: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/proposition1/docs/ta\\_request\\_form.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/proposition1/docs/ta_request_form.pdf). The form can be submitted by anyone, including representatives from the community or system needing TA, or by staff from State of local agencies, TA Providers, etc. Completed forms should be emailed to [DFA-TArequest@waterboards.ca.gov](mailto:DFA-TArequest@waterboards.ca.gov).

**PROJECT TYPES.** Prop 1 TA efforts will be focused on development of projects for the following Prop 1 funding programs:

- **Drinking Water.\*** Infrastructure improvements to correct system deficiencies & improve drinking water quality:
  - Treatment systems
  - Distribution systems & water storage
  - Interconnections, extension of service, consolidation
  - Water sources
  - Water meters
- **Wastewater.\*** Infrastructure improvements to correct system deficiencies & prevent pollution:
  - Wastewater treatment & discharge facilities
  - Replacement or rehabilitation of local sewers
  - Septic to sewer projects
- **Groundwater.** Projects that prevent or cleanup the contamination of groundwater that serves or has served as a source of drinking water:
  - Wellhead treatment
  - Installation of extraction & treatment systems
  - Source removal
  - Groundwater recharge to prevent contamination of wells
  - Groundwater injection to prevent seawater intrusion
- **Storm Water.** Multiple benefit projects designed to infiltrate, filter, store, evaporate, treat, or retain storm water or dry weather runoff:
  - Green infrastructure
  - Rainwater & storm water capture projects
  - Storm water treatment facilities

## POTENTIAL ASSISTANCE TYPES AVAILABLE:

- Project coordination and development
  - Application assistance
  - Rate studies
  - Income surveys
  - Facilitate discussions with regulatory agencies, funding agencies, & between nearby communities
- Legal assistance
  - Entity formation
  - Agreements for the transfer of facilities or provision of water supply sources;
  - Land acquisition or access agreements
  - Review of existing debts & preparation of bond counsel opinions
  - Negotiations on behalf of small systems to consolidate into a nearby system, buy water, purchase land, etc.
- Engineering and environmental analysis
  - Preliminary engineering & project report preparation
  - Plans & specifications
  - Water quality testing
  - California Environmental Quality Act (CEQA) documents
- Leak detection/water audits

### CONTACT US:

If you have further questions, please contact:

Ms. Meghan Tosney  
(916) 341-5729

[meghan.tosney@waterboards.ca.gov](mailto:meghan.tosney@waterboards.ca.gov)

Office Website:

[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/sustainable\\_water\\_solutions](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/sustainable_water_solutions)

\* Assistance with more general drinking water and wastewater capacity development needs outside the context of capital project development (e.g., compliance audits, rate studies and board or operator training) may be available for public water systems or wastewater systems through other TA programs. Please use the universal TA Request Form described above for all TA requests.

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**City Council**  
**Agenda Item Summary**

Agenda Item: 4  
Meeting Date: June 28, 2016

**Agenda Section**

Consent

**Staff Contact**

Joanne Cavallari, Finance Manager

**Agenda Item Title**

Adoption of Resolution No. 043-2016 Authorizing Signatures for the City of Cloverdale General Checking Account held at the Exchange Bank

**Summary**

On May 24, 2016 the City Council adopted Ordinance No. 707-2016 amending Section 3.04.020 of the Cloverdale Municipal Code to add the Assistant City Manager as an authorized signer on the general checking account at Exchange Bank.

In accordance with procedures of Exchange Bank, a resolution is required to authorize signatures for the City's General Checking Account.

This resolution will authorize the following signatures on account number 1170024002 held at the Exchange Bank, Cloverdale Branch:

Joseph Palla  
Carol Russell  
Paul Cayler

Mary Ann Brigham  
Robert M. Cox  
Augustine A. Wolter

David J. Kelley

**Options:** None recommended

**Budget/Financial Impact**

None.

**Subcommittee Recommendation**

N/A

**Recommended Council Action**

Adoption of Resolution No.043-2016 Authorizing Signatures for the City of Cloverdale General Checking Account held at the Exchange Bank

**Attachments:**

1. Resolution number 043-2016 Resolution Authorizing Signatures for the City of Cloverdale General Checking Account held at the Exchange Bank

**cc:**

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 043-2016**

**A RESOLUTION OF THE CITY OF CLOVERDALE CITY COUNCIL AUTHORIZING  
SIGNATURES FOR THE CITY OF CLOVERDALE GENERAL CHECKING ACCOUNT HELD AT THE  
EXCHANGE BANK**

**WHEREAS**, the City of Cloverdale maintains a checking account at the Exchange Bank, Cloverdale Branch, for the purpose of transactions for the City’s receipts and disbursements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cloverdale does hereby authorize the following signatures for the City of Cloverdale General checking account, #1170024002, at the Exchange Bank:

Joseph Palla  
Carol Russell  
Paul Cayler

Mary Ann Brigham  
Robert M. Cox  
Augustine A. Wolter

David J. Kelley

It is hereby certified that the foregoing Resolution No. 043-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 28<sup>th</sup> day of June, 2016, by the following roll call vote: (Ayes-; Noes-).

Ayes:  
Noes:  
Absent:  
Recuse:

APPROVED:

ATTESTED:

\_\_\_\_\_  
MaryAnn Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

**Agenda Section**

Consent

**Staff Contact**

Joanne Cavallari, Finance Manager

**Agenda Item Title**

Adoption of a Resolution of the City Council of the City of Cloverdale Approving the Budget for Fiscal Year 2016-2017.

**Summary**

On May 17, 2016 the City Council held a budget workshop where they reviewed the first 2016-2017 draft Budget in detail. Based on comments at the workshop, and on more up-to-date information, a few changes have been made to the first draft. Funds were allocated to the development of Community Access TV; Council members' compensation was increased from \$300 per month to \$555 per month effective January 1, 2017; additional money was appropriated for downtown fixtures, facilities maintenance and body cameras for Police Officers.

For the current fiscal year ending June 30, 2016 General Fund revenues are expected to exceed expenditures by about \$230,000, resulting in a 15/16 ending fund balance of \$1,127,763. Approximately \$247,000 of the fund balance is reserved for traffic safety, special projects, and equipment replacement. Approximately \$880,000 is unassigned.

At the budget workshop Council approved setting aside 30% of the 15-16 fund balance increase, about \$70,000, into a new restricted strategic reserve account. After the 15-16 audit is completed in the fall, City staff will bring forward a resolution to set aside the restricted reserves. We estimate the ending unassigned fund balance will be about \$810,000 at the 15-16 fiscal year end, or 13% of annual expenditures.

**Options:**

- 1) Adopt the Budget for FY 2016-17 as presented.
- 2) Revise the Budget for adoption at a future meeting.

**Budget/Financial Impact:**

If approved, the City of Cloverdale will begin the Fiscal Year 2016-2017 with an adopted balanced budget. The budget will be reviewed at mid-year to determine if adjustments are necessary.

**Subcommittee Recommendation:**

N/A

**Recommended Council Action:**

Adopt Resolution No. 044-2016, of the City Council of the City Of Cloverdale Approving the Budget for Fiscal Year 2016/2017.

**Attachments:**

1. Resolution No. 044-2016, a Resolution of the City Council of the City of Cloverdale Approving the Budget for Fiscal Year 2016-2017
2. Updated Summary of Fund Balances

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 044-2016**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE APPROVING  
THE BUDGET FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City Council reviewed and discussed the draft City Budget at a special meeting on May 17, 2016; and

**WHEREAS**, the City Manager presented the proposed Fiscal Year 2016-17 Budget to the City Council on June 28, 2016; and

**WHEREAS**, the City Council has reviewed the contents of the City Budget during a regular meeting on June 28, 2016.

**NOW, THEREFORE**, the City Council of the City of Cloverdale does hereby approve the City of Cloverdale Budget for Fiscal Year 2016-2017 as presented by the City Manager, and authorize the allocation of funds, including inter-fund transfers, for Fiscal Year 2016-2017 in the sum of fifteen million, two hundred eighty eight thousand, eight hundred twelve dollars (\$15,288,812) for the City of Cloverdale.

It is hereby certified that the foregoing Resolution No. 044-2016 was duly introduced and legally adopted by the City Council of the City of Cloverdale and the Cloverdale Community Development Agency Board at its regular meeting held on this 28th day of June 2016, by the following roll call vote:  
( ayes - noes)

AYES in favor of:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mary Ann Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

**CITY OF CLOVERDALE**

Final Budget  
Fiscal Year 2016-2017

**SUMMARY OF FUND BALANCES**

| Fund # | Fund Name                    | Estimated Fund Balance 7/1/2016 | 2016-2017           |                    |                     |                    |                        |                       |                 | Est Ending Fund Balance 6/30/2017 |
|--------|------------------------------|---------------------------------|---------------------|--------------------|---------------------|--------------------|------------------------|-----------------------|-----------------|-----------------------------------|
|        |                              |                                 | Operating Revenue   | Transfers In       | Operating Expenses  | Transfers Out      | Debt Service Principal | Debt Service Reserves | Gain (Loss)     |                                   |
| 100    | General                      | \$1,127,763                     | \$4,667,705         | \$1,479,215        | \$6,002,261         | \$144,721          |                        |                       | (\$62)          | \$1,127,701                       |
| 200    | Retirement Fund              | 515,209                         | 930,730             |                    |                     | 945,137            |                        |                       | (14,407)        | 500,802                           |
| 205    | Inclusionary Housing         | 628,524                         | 1,100               | 9,368              | 80,884              |                    |                        |                       | (70,416)        | 558,108                           |
| 210    | Gas Tax                      | 0                               | 230,186             | 98,778             | 328,964             | 0                  |                        |                       | 0               | 0                                 |
| 212    | Measure M Sales Tax          | 61,151                          | 70,000              |                    | 0                   |                    |                        |                       | 70,000          | 131,151                           |
| 224    | CDBG                         | 0                               | 168,353             |                    | 168,353             | 0                  |                        |                       | 0               | 0                                 |
| 225    | Clover Springs Endowment     | 256,746                         |                     |                    |                     |                    |                        |                       | 0               | 256,746                           |
| 231    | Jefferson Springs            | 27,096                          | 9,595               | 1,632              | 15,460              | 210                |                        |                       | (4,444)         | 22,652                            |
| 232    | Vintage Meadows              | 16,443                          | 56,239              | 5,155              | 63,063              | 933                |                        |                       | (2,603)         | 13,840                            |
| 233    | The Cottages                 | 16,137                          | 78,117              | 8,222              | 86,278              | 1,231              |                        |                       | (1,170)         | 14,967                            |
| 234    | Vineyards                    | 14,395                          | 7,886               | 1,272              | 11,789              | 159                |                        |                       | (2,790)         | 11,605                            |
| 235    | Ioli Ranch                   | (1,128)                         | 5,028               | 470                | 4,774               | 77                 |                        |                       | 648             | (481)                             |
| 236    | Brookside Terrace            | 1,792                           | 8,312               | 851                | 8,694               | 122                |                        |                       | 347             | 2,139                             |
| 237    | Sunrise Hills                | 2,984                           | 21,049              | 2,002              | 20,776              | 268                |                        |                       | 2,007           | 4,991                             |
| 270    | Non Housing Bond Proceeds    | 3,846,622                       |                     |                    |                     |                    |                        |                       | 0               | 3,846,622                         |
| 275    | Housing Bond Proceeds        | 1,925,636                       |                     |                    |                     |                    |                        |                       | 0               | 1,925,636                         |
| 500    | Admin Impact Fees            | 15,400                          |                     |                    |                     |                    |                        |                       | 0               | 15,400                            |
| 502    | Thoroughfare Impact Fees     | 308,780                         |                     |                    |                     |                    |                        |                       | 0               | 308,780                           |
| 504    | Storm Drain Impact Fees      | 49,943                          |                     |                    |                     |                    |                        |                       | 0               | 49,943                            |
| 506    | Quimby Act Impact Fees       | 199,191                         |                     |                    |                     |                    |                        |                       | 0               | 199,191                           |
| 508    | Parks & Rec Impact Fees      | 12,967                          |                     |                    |                     |                    |                        |                       | 0               | 12,967                            |
| 510    | Public Safety Impact Fees    | 458,400                         |                     |                    |                     |                    |                        |                       | 0               | 458,400                           |
| 512    | Civic Center Impact Fees     | 107,990                         |                     |                    |                     |                    |                        |                       | 0               | 107,990                           |
| 514    | Corp Yard Impact Fees        | 469,380                         |                     |                    |                     |                    |                        |                       | 0               | 469,380                           |
| 515    | Public Facilities Impact Fee | 127,900                         |                     |                    |                     |                    |                        |                       | 0               | 127,900                           |
| 600    | Water Operations             | (133,172)                       | 2,852,040           | 132,722            | 1,850,203           | 432,456            | 324,790                | 40,550                | 377,313         | 244,142                           |
| 620    | Water Impact Fees            | 481,515                         |                     |                    |                     |                    |                        |                       | 0               | 481,515                           |
| 630    | Sewer Operations             | 2,204,288                       | 1,914,400           | 102,068            | 1,913,891           | 270,852            | 81,973                 |                       | (250,247)       | 1,954,041                         |
| 650    | Sewer Impact Fees            | 160,897                         |                     |                    |                     |                    |                        |                       | 0               | 160,897                           |
| 670    | Airport Fund                 | (99,456)                        | 312,190             | 1,856              | 314,173             | 19,154             | 7,206                  |                       | (26,487)        | (125,944)                         |
| 700    | RDA Successor Agency         | 0                               | 2,087,708           | 61,701             | 1,293,418           | 89,991             | 766,000                |                       | 0               | 0                                 |
|        | <b>Totals</b>                | <b>\$12,551,994</b>             | <b>\$13,420,639</b> | <b>\$1,905,312</b> | <b>\$12,162,981</b> | <b>\$1,905,312</b> | <b>\$1,179,969</b>     | <b>\$40,550</b>       | <b>\$77,689</b> | <b>\$12,629,682</b>               |

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**Agenda Section**

Consent

**Staff Contact**

Joanne Cavallari, Finance Manager

**Agenda Item Title**

Adoption of a Resolution Adopting the Appropriations Limit for Fiscal Year 16-17.

**Summary**

In November 1979, the people of California added Article XIII-B to the State Constitution, which placed limitations on the appropriations of State and local governments. The Article was implemented by State Legislation that defined the process to calculate the appropriations limit and required that cities adopt a resolution setting an annual appropriations limit.

Only certain annual City budget appropriations from proceeds of taxes, as defined by the law and accepted statewide guidelines, are subject to the limit. The appropriations limit amount is increased each year by a formula that uses a combination of percent changes in Statewide Per Capita Income (PCI) or Non-residential assessed valuation, if available, and City or County Population.

The base year was set as fiscal year 1978-1979 and the first appropriations limit was applied to the fiscal year 1980-1981 budget. The law allows the City to make two choices when computing the appropriations limit:

- Inflation factor - choose between per capita income or increase in non-residential assessed valuation due to new construction
- Population factor – choose between City population growth and County population growth.

Historically Cloverdale has used the per capita income and City population growth to calculate the limit.

As presented on the City’s Appropriations Limit Calculation Summary (Attachment A), the fiscal year 2016-2017 appropriations limit for the City is \$8,774,019. After subtracting all exclusions, the fiscal year 2016-2017 appropriations that are subject to the limit are \$3,556,225. This amount is under the appropriation limit by \$5,217,794 or 59%.

As required by State Law, detailed worksheets supporting the appropriation limit calculations have been available for review by the public in the Finance Department.

**Options:**

None Recommended

**Budget/Financial Impact:**

There is no financial impact in fiscal year 2016-2017 since the Appropriations Limit is higher than the Appropriations subject to the Limit.

**Subcommittee Recommendation:**

N/A

**Recommended Council Action:**

Adopt a Resolution of the City Council of the City Of Cloverdale Adopting the Appropriation Limit for Fiscal Year 2016-2017.

**Attachments:**

1. Draft Resolution No. 045-2016, Adopting the Appropriation Limit for fiscal year 2016-2017
2. Appropriation Limit Calculation
3. May 2016 Price and Population information from the Department of Finance

cc:

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 045-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE ADOPTING THE APPROPRIATION  
LIMIT FOR FISCAL YEAR 2016-17**

**WHEREAS**, the people of California on November 6, 1979, added Article XIII-B to the State Constitution placing various limitations on the appropriations of the State and local governments; and

**WHEREAS**, the State Legislature adopted Chapters 1205/80 and 60/90 which implemented Article XIII-B and amendments; and

**WHEREAS**, the provisions of the amendments have been interpreted by a coalition of statewide organizations, and for cities, the League of California Cities has issued revised guidelines to recalculate the appropriations limit; and

**WHEREAS**, Section 7902 of the Government Code provides the process in which to calculate the appropriations limit and Section 7910 of the Government Code requires cities to adopt a resolution setting the annual appropriation limit at a regularly scheduled meeting or a noticed special meeting; and

**WHEREAS**, the City of Cloverdale has complied with the provisions of Article XIII-B in determining the appropriations limit for Fiscal year 2016-17; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLOVERDALE AS FOLLOWS:**

- 1) The annual adjustment factors used to calculate the FY 2016-17 appropriations limit shall be the change in State Per Capital Income (5.37%) and January 2016 City population (0.3%).
- 2) The FY 2016-17 appropriation limit shall be \$8,774,019.
- 3) The FY 2016-17 Adopted Budget appropriations subject to the appropriation limit are \$3,556,225.

It is hereby certified that the foregoing resolution was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 28th day of June, 2016, by the following roll call vote:

AYES IN FAVOR:

NOES:

ABSENT:

ABSTAIN:

Approved:

Attested:

\_\_\_\_\_  
Mary Ann Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

**GANN REVENUE LIMITATION  
ARTICLE XIII B, CALIFORNIA CONSTITUTION  
2016/2017**

**EXHIBIT A**

| <u><b>Part 1 - Revenue</b></u>   | <u><b>2016-2017</b></u> |
|--|-------------------------|
| <b>Limit: Base/Prior Year</b>  | <b>8,301,960</b>        |
| <b>% Change in California Per Capita Income</b>                            | <b>(1) (3) 5.37</b>     |
| <b>Converted to a ratio</b>  | <b>1.0537</b>           |
| <b>Growth in Non-Residential Assessed Valuation</b>                        | <b>(2)</b>              |
| <b>% Population Change - City</b>  | <b>(1) (3) 0.3</b>      |
| <b>Converted to a ratio</b>  | <b>1.003</b>            |
| <b>% Population Change - County</b>  | <b>(1) 0.53</b>         |
| <b>Converted to a ratio</b>  | <b>1.0053</b>           |
| <b>Calculation of Factor for 2016-2017:<br/>1.0537 x 1.003 = 1.0568611</b> | <b>1.0568611</b>        |
| <b>New Limit<br/>8,301,960 x 1.0568611</b>                                 | <b>8,774,019</b>        |
| <b>(1) State of California, Department of Finance Estimates, May 2016</b>  |                         |
| <b>(2) Information not available from County Assessor</b>                  |                         |
| <b>(3) Factors chosen for computation</b>                                  |                         |
| <br><u><b>Part 2 - Appropriations Subject to Limit</b></u>                 |                         |
| <b>Appropriations Subject to Limit</b>                                     | <b>3,556,225</b>        |
| <b>2016-2017 Revenue Limit</b>   | <b>8,774,019</b>        |
| <b>Amount of Unbudgeted, Authorized Appropriations</b>                     | <b>5,217,794</b>        |



May 2016

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

**Please Note:** Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN  
Director  
By:

AMY COSTA  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income

| Fiscal Year<br>(FY) | Percentage change<br>over prior year |
|---------------------|--------------------------------------|
| 2016-17             | 5.37                                 |

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

**2016-17:**

Per Capita Cost of Living Change = 5.37 percent  
 Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio:  $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio:  $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17:  $1.0537 \times 1.0090 = 1.0632$

Fiscal Year 2016-17

**Attachment B  
Annual Percent Change in Population Minus Exclusions\*  
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016**

| County<br>City | <u>Percent Change</u> | <u>--- Population Minus Exclusions ---</u> |         | <u>Total<br/>Population</u> |
|----------------|-----------------------|--|---------|-----------------------------|
|                | 2015-2016             | 1-1-15                                     | 1-1-16  | 1-1-2016                    |
| Sonoma         |                       |  |         |                             |
| Cloverdale     | 0.30                  | 8,799                                      | 8,825   | 8,825                       |
| Cotati         | 0.13                  | 7,144                                      | 7,153   | 7,153                       |
| Healdsburg     | 0.27                  | 11,667                                     | 11,699  | 11,699                      |
| Petaluma       | 0.74                  | 59,934                                     | 60,375  | 60,375                      |
| Rohnert Park   | 0.49                  | 41,797                                     | 42,003  | 42,003                      |
| Santa Rosa     | 0.68                  | 174,475                                    | 175,667 | 175,667                     |
| Sebastopol     | 0.33                  | 7,502                                      | 7,527   | 7,527                       |
| Sonoma         | 0.36                  | 10,826                                     | 10,865  | 10,865                      |
| Windsor        | 0.26                  | 26,961                                     | 27,031  | 27,031                      |
| Unincorporated | 0.41                  | 149,151                                    | 149,760 | 150,814                     |
| County Total   | 0.53                  | 498,256                                    | 500,905 | 501,959                     |

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



**City Council/Successor Agency  
Agenda Item Summary**

Agenda Item: 7  
Meeting Date: June 28, 2016

**Agenda Section**

Consent

**Staff Contact**

Joanne Cavallari, Finance Manager

**Agenda Item Title**

Consideration and Adoption of Resolution 046-2016 approving an Amended Administrative Agreement between the County of Sonoma and the City of Cloverdale relating to the collection of assessments from the local lodging providers pursuant to the enabling County Ordinance of 2004.

**Summary**

In April of 2004, the Sonoma County Lodging Association formed the Sonoma County Tourism Business Improvement Area (BIA). The purpose of the BIA is to provide a sufficient and stable source of funding to support effective long-term tourism marketing efforts. The BIA enables Sonoma County to compete more successfully against other tourist destination areas to attract visitors to Sonoma County. The BIA is funded by collecting 2% assessments from members of the lodging industry who generate more than \$350,000 annually in gross revenues. Assessments are collected at the same time lodging providers are remitting their Transient Occupancy Taxes to the City. In July of 2004, by resolution, the City Council consented to the inclusion of the City of Cloverdale within the Sonoma County Tourism Business Improvement Area and authorized the collection and remittance of assessments in accordance with the 2004 County Ordinance. At the same time, the Council approved the execution of an administrative agreement between the City and County to establish terms and conditions for the collection and remittance of the assessments authorized by the BIA to the County of Sonoma. Each participating city retains a modest administrative fee from the assessments levied to offset any costs associated with collecting and remitting the assessments to the County. The administrative responsibilities of both the City and the County are described in the administrative agreement. From time to time these agreements need to be updated and the term extended as is requested as a part of this resolution and amended administrative agreement. This amendment extends the term to 2018, but not does change the amount of the assessments.

**Options**

Approve or disapprove the resolution.

**Budget/Financial Impact**

None

**Subcommittee Recommendation**

The Finance Subcommittee reviewed this agreement at their meeting of June 23, 2016 and has recommended that it be brought before the Council for adoption.

**Recommended Council Action**

Adopt Resolution XXX-2016, a Resolution of the City Council of the City of Cloverdale Adopting the Sonoma County Business Improvement Area Amended Administrative Agreement

**Attachments:**

1. Resolution 046-2016 with attachment Exhibit A, titled "Amended Administrative Agreement for Collection of Assessments for Sonoma County Tourism Business Improvement Area."

cc:

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NUMBER 046-2016**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE ADOPTING THE SONOMA COUNTY BUSINESS IMPROVEMENT AREA AMENDED ADMINISTRATIVE AGREEMENT**

**WHEREAS**, the Board of Supervisors of the County of Sonoma approved an Ordinance forming the Sonoma County Tourism Business Improvement Area (“BIA”) in accordance with the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code Sections 36500, *et seq.* [the “Law”]); and

**WHEREAS**, the Ordinance provides for collection of the assessments by a consenting City, with remittance to the County and reimbursement of expenses from assessment proceeds in accordance with the terms of an administrative agreement; and

**WHEREAS**, the Law requires consent of the City Council before the area of the BIA may be extended to include the territorial limits of this City; and

**WHEREAS**, in July of 2004 the City Council adopted Resolution No. 55-2004 consenting to inclusion within the Sonoma County Business Improvement Area and authorizing collection and remittance of assessments to the County; and

**WHEREAS**, the City collects Transient Occupancy Taxes (“TOT”) from the same lodging establishments within its territorial jurisdiction that will be subject to this assessment;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Cloverdale directs collection and remittance of the assessments authorized by the BIA to the County of Sonoma in accordance with the provisions of the terms and conditions of an administrative agreement attached as Exhibit A

It is hereby certified that the foregoing Resolution No. 046-2016 was duly introduced and legally adopted by the City Council of the City of Cloverdale at its regular meeting held on this 28<sup>th</sup> day of June, 2016 by the following roll call vote: (x-x)

AYES IN FAVOR:  
NOES:  
ABSENT:  
ABSTAIN:

Approved:

Attested:

\_\_\_\_\_  
Mary Ann Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

**AMENDED  
ADMINISTRATIVE AGREEMENT FOR COLLECTION  
OF ASSESSMENTS FOR  
SONOMA COUNTY TOURISM BUSINESS IMPROVEMENT AREA**

This Agreement for Collection of Assessments (“Agreement”), dated for convenience \_\_\_\_\_, is made between the City of \_\_\_\_\_ (“City”) and the County of Sonoma (“County”).

**RECITALS**

A. Pursuant to Ordinance #5525 (“the BIA Ordinance”), the County has formed a Business Improvement Area (“BIA”) pursuant to the Parking and Business Improvement Area Law of 1989 for the promotion of tourism in Sonoma County. Pursuant to the BIA Ordinance, a levy of two percent (2%) of rent charged by lodging operators is assessed (“the BIA assessments”) on lodging operators generating total gross rent greater than \$350,000 in the preceding fiscal year (July 01 to June 30). The City has consented to the formation of the BIA and to the collection of BIA assessments from lodging operators located within the City.

B. The BIA Ordinance contemplates that the collection of BIA assessments from lodging operators within the City may be performed by the City pursuant to an administrative agreement with the County. The BIA Ordinance permits the City to retain from BIA assessments the City’s actual costs of collection and administration, not to exceed two percent (2%) of the BIA assessments collected.

C. City has agreed to collect BIA assessments from lodging operators within its incorporated area, and City and County desire to memorialize the collection and administrative

functions to be performed City as contemplated by the BIA Ordinance.

WHEREFORE, the City and County agree as follows:

### AGREEMENT

1. Collection of BIA Assessments. Pursuant to and in conformance with the terms of the BIA Ordinance, City shall collect BIA assessments from lodging operators within the incorporated area of the City.

2. Frequency of Collection. City shall collect BIA assessments from lodging operators on a quarterly basis, no later than the last day of the month following the end of a calendar quarter. City may collect BIA assessments in conjunction with City's collection of any transient occupancy tax ("TOT") imposed by City on lodging operators.

3. Registration. City shall require each lodging operator within its incorporated area to provide such information as City shall deem necessary to collect BIA assessments. Information previously provided by a lodging operator to a City in connection with TOT collections may be used by the City for this purpose.

4. Remittance and Reporting to County. City shall remit BIA assessments collected from lodging operators in the most recent calendar quarter, less any administrative fee permitted by the BIA Ordinance and this Agreement, to the Sonoma County Tax Collector within 15 business days of the last day of the month following the end of each calendar quarter. City's remittance of fees shall be accompanied by report showing the aggregate total of gross room receipts, for the quarter, the total amount of exemptions claimed, the aggregate total of BIA assessments collected, the amount of administrative fee withheld by the City, and the total net BIA assessment remitted to the Sonoma County Tax Collector by the City.

5. Delinquent Remittance to County. If payment is not received by the County from the City on or before the 15<sup>th</sup> business day of the last day of the month following the end of each calendar quarter, the City will be held liable for a 10% penalty. Said penalty will be calculated on the amount of BIA assessment received from lodging operators, less any administrative fee permitted by the BIA Ordinance and this Agreement.

6. Delinquency and Collection. If a lodging operator fails to report and remit BIA assessments when due, City shall assess and determine delinquencies, penalties, and interest, and take such actions as are necessary with respect to the assessment and determination of delinquencies, penalties, and interest as are required and provided in sections 33-8 and 33-9 of the BIA Ordinance.

7. Cooperation with County. In the event a lodging operator appeals any assessment by the City pursuant to section 33-10 of the BIA Ordinance, or in the event the County institutes legal action to collect any delinquent assessments, penalties, or interest owed by a lodging operator within the City pursuant to section 33-11 of the BIA Ordinance, the City shall cooperate with the County in connection with such proceedings by providing documentation and witnesses reasonably necessary to the conduct of such proceedings.

8. Records and Inspection. City shall retain all records relating to its collection of BIA assessments and its performance under this Agreement for a period of three years, and shall allow County to inspect and copy such records upon County's reasonable request. If City performs an audit of any lodging operator to determine whether the lodging operator has complied with the City's TOT ordinance or the BIA Ordinance, City shall provide a copy of such audit to County upon request. Nothing in this Agreement shall prohibit the County from conducting an independent audit of lodging operators within the City for the purpose of

determining compliance with the BIA Ordinance. County shall provide a copy of such audit to City upon request.

9. Documentation of Eligibility for Exemption. The determination of eligibility for inclusion in the BIA is calculated on a fiscal year basis and liability for payment of the BIA begins in the fiscal year immediately following the close of the prior fiscal year. By August of each year, City shall provide County with a list of all lodging operators within the City's incorporated area and the rent collected by each lodging operator during the prior fiscal year, for the purpose of determining whether each lodging operator is subject to assessment under section 33-5(a) of the BIA Ordinance. The amount to be used to determine eligibility is the amount of rent actually collected in the previous fiscal year, not when TOT was received by the City.

10. Compensation. City may deduct from BIA assessments remitted to County under this Agreement the City's actual costs of collecting BIA assessments and administering this Agreement, up to a maximum of two percent (2%) of the BIA assessments collected by the City. Notwithstanding the foregoing, for the first two years the BIA exists, the City may deduct two percent (2%) of BIA assessments collected.

11. Term; Termination. The term of this Agreement shall commence on the date it is executed by both County and City, and shall continue until June 30, 2018. Notwithstanding the foregoing, this Agreement shall automatically renew annually on July 1st, unless City or County notifies the other party of its intent to terminate the Agreement at the end of the fiscal year. Such notice must be given no later than sixty (60) days before the end of the fiscal year for termination to be effective. This Agreement shall also terminate 90 days after (a) the effective date of any modification to the BIA that excludes the City from the boundaries of the BIA or (b) the effective date of any disestablishment of the BIA pursuant to section 33-17 of the BIA Ordinance.

12. Amendments. This agreement may be amended by the City and the County in writing, signed by both the City and the County.

13. Notices and Payments

All notices and payments to the parties shall be addressed as follows:

City: Finance Manager

County: Treasurer-Tax Collector  
County of Sonoma  
Post Office Box 3879  
Santa Rosa, CA 95402

City of \_\_\_\_\_

County of Sonoma

By \_\_\_\_\_  
Finance Manager

By \_\_\_\_\_  
Treasurer-Tax Collector

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

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**City Council**  
**Agenda Item Summary**

Agenda Item: 8  
Meeting Date: June 28, 2016

**Agenda Section**

Consent

**Staff Contact**

Joanne Cavallari, Finance Manager

**Agenda Item Title**

Consideration of Resolution No. 047-2016, Authorizing the City Manager to issue a Purchase Order to WesTech Engineering, Inc. for Clarifier Media and Related Supplies in an Amount Not to Exceed \$32,000.00.

**Summary:**

The City's Senior Water Treatment Plant Operator has requested that a purchase order be issued to replace the clarifier media at the Water Treatment Plant.

A quote has been received from WesTech Engineering to supply the necessary material and supplies.

Section 3.08.030 (B) of the City's Municipal Code, provides exemption from the competitive bidding requirements where the city's requirements can be met solely by a single proprietary article or process. The material is a specialty item, and WesTech Engineering, Inc. is the only supplier of the media.

The attached quote from WesTech for the media and supplies is for \$28,049.00 but this does not include sales or other taxes. We have added additional funds to cover the taxes and are requesting a not-to-exceed amount of \$32,000.00.

**Options:**

None recommended. This purchase is essential to the proper operation of the treatment plant.

**Budget/Financial Impact**

This purchase is included in the 15/16 budget under expense account 600-40-800-49130-000, Construction (Filter Units).

**Subcommittee Recommendation**

The Finance, Administration, and Police Subcommittee reviewed the attached quote at their meeting of June 23<sup>rd</sup> and recommended it be brought to the full Council.

**Recommended Council Action:**

Adopt Resolution No. XXX-2016, A Resolution of the City Council of the City Of Cloverdale Authorizing the City Manager to issue a Purchase Order to WesTech Engineering in an Amount Not to exceed \$32,000.00 for the Purchase of Clarifier Media for the Water Treatment Plant.

**Attachments:**

1. Resolution No. 047-2016, Authorizing the City Manager to Issue a Purchase Order to WesTech Engineering, Inc.
2. Quotation from WesTech Engineering

**cc:**

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 047-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE AUTHORIZING  
THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO WESTECH ENGINEERING FOR  
CLARIFIER MEDIA AND RELATED SUPPLIES FOR THE WATER TREATMENT PLANT**

WHEREAS, the City of Cloverdale operates a water treatment plant; and

WHEREAS, the clarifier media at the water treatment plant needs to be replaced; and

WHEREAS, Section 3.08.030 (B) of the City's Municipal Code, provides exemption from the competitive bidding requirements where the City's requirements can be met solely by a single source; and

WHEREAS, the City has received a quote from WesTech Engineering, Inc. for the necessary media and supplies; and

WHEREAS, the media material is a specialty item, and WesTech Engineering, Inc. is the only supplier of the product; and

WHEREAS, the purchase of the filter media will allow the City to supply the community with a safe and reliable source of drinking water.

NOW, THEREFORE, BE IT RESOLVED that the City of Council of the City of Cloverdale hereby:

Authorizes the City Manager to issue a Purchase Order in a not-to-exceed amount of \$32,000.00 to WesTech Engineering, Inc. for Clarifier Media and related supplies for the Cloverdale Water Treatment Plant.

It is hereby certified that the foregoing Resolution No. 047-2016 was duly introduced and adopted as amended by the City Council of the City of Cloverdale at its regular meeting held on the 28th day of June, 2016, by the following voice vote: -Ayes, -Noes, -Absent

AYES IN FAVOR:  
NOES:  
ABSENT:  
ABSTAIN:

Approved:

Attested:

\_\_\_\_\_  
Mary Ann Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

## WESTECH QUOTATION

|                                     |   |  |                                |
|-------------------------------------|---|--|--------------------------------|
| <b>WESTECH</b><br>Engineering, Inc. | 48 MAIN STREET, STE. 11<br>STURBRIDGE, MA 01566 | Phone: 515-268-8400<br>Fax: 774-241-3405 | Quotation No.<br>Q19746-124662 |
|-------------------------------------|---|--|--------------------------------|

Thank you for the opportunity to quote you with your equipment needs.

Please review the following and contact us to place an order or ask any question.

|                                     |                                |  |
|-------------------------------------|--------------------------------|--|
| Date: 5/19/2016                     | Proj Manager: DAVID LEBLANC    | Ship Via: BEST WAY                                   |
| RFQ No.: Q19746-124662              | Prime Job No: MF110114         | Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED |
| Quoted by: DAVID LEBLANC            | Prime Name: CLOVERDALE, CA WTP | Lead Time: 8 - 10 WKS. TBD                           |
| Phone: 774-241-3402 or 515-268-8400 | Equipment: TRIDENT             | Quote Valid: 30 days                                 |
| Email: DLEBLANC@WESTECH-INC.COM     | Tax Area Code: CASONOMA        |  |
| For Group: 15                       | Payment Terms: NET 30 DAYS     |  |

|          |  |          |  |
|----------|--|----------|--|
| Bill To: | CITY OF CLOVERDALE<br>ATTN: ACCOUNTS PAYABLE<br>PO BOX 217<br>124 N. CLOVERDALE BLVD<br>CLOVERDALE, CA 95425<br>UNITED STATES OF AMERICA | Ship To: | CITY OF CLOVERDALE<br>PO BOX 217<br>124 N. CLOVERDALE BLVD<br>CLOVERDALE, CA 95425<br>UNITED STATES OF AMERICA |
| CLO001   |  | 43567    |  |
| Tel/Fax: |  | Tel/Fax: | 707-894-2521 / 707-894-3541  |

| Doc   | No. | Part/Dwg Number | Description  | Qty | Units | Unit Price | Net Price |
|-------|-----|-----------------|--|-----|-------|------------|-----------|
| 42907 | 001 |                 | RETAINER, CLARIFIER MEDIA, "A", 316 SS CONSTRUCTION                                | 2   | EA    | 8,640.00   | 17,280.00 |
| 42907 | 002 |                 | RETAINER, CLARIFIER MEDIA, "B", 316 SS CONSTRUCTION                                | 1   | EA    | 8,328.00   | 8,328.00  |
| 42907 | 003 |                 | BRACKET, ANODE, PRIMED STEEL. WELDING TO TANK WALL AND FINAL FINISH BY PURCHASER   | 2   | EA    | 315.00     | 630.00    |
| 42907 | 004 |                 | ANODE, 2.024 DIA EXTRUDED, CAP ONE END, 1 1/2 NPT OBE END, 36 INCHES LONG          | 1   | EA    | 315.00     | 315.00    |
| 42907 | 005 |                 | ANODE, 2.024 DIA EXTRUDED, CAP ONE END, 1 1/2 NPT OBE END, 60 INCHES LONG          | 1   | EA    | 368.00     | 368.00    |
| 42907 | 006 |                 | GASKET, STRIP, 0.25 THK X 1.5 WIDE, 1 SIDE(S) SKINNED, WITH ADHESIVE ON 1 SIDE(S)  | 960 | IN    | .75        | 720.00    |
| 42907 | 007 |                 | GASKET, STRIP, 0.5 THK X 1.0 WIDE, ALL SIDE(S) SKINNED, WITH ADHESIVE ON 1 SIDE(S) | 480 | IN    | .85        | 408.00    |

|  |                      |             |           |
|--|----------------------|-------------|-----------|
| No sales, GST, PST, use, or other taxes have been included in our pricing. | Quoted in US Dollars | Grand Total | 28,049.00 |
|--|----------------------|-------------|-----------|

-Please see the attached General Terms and Conditions.

-Minimum Order amount is US\$100.00

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WestTech Engineering, Inc.

-WestTech accepts Credit Card payments up to \$10,000. This is to include freight and taxes. Any order over this amount will be invoiced at terms. A processing fee of up to 4 percent on Credit Cards will be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,

*David A. LeBlanc*

QF-00-005 Printed By DLEBLANC Printed 5/19/2016 1:04 PM 2/24/06

## Terms of Sales

Order No: Q19746-124662

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. **SPECIFICATIONS:** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
2. **ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
3. **PARTIES TO CONTRACT:** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.
4. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.
5. **PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
6. **PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.
7. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
  - a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
  - b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of

shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. **APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.
9. **INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.
 

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.
10. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
11. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
12. **TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.
13. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.
14. **SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

### Terms of Sales

Order No: Q19746-124662

its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. **WARRANTY:** WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. **PATENTS:** WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. **SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. **CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. **RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. **BACKCHARGES:** WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. **INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. **MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. **EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. **LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. **ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**City Council/Successor Agency  
Agenda Item Summary**

Agenda Item: 9  
Meeting Date: June 28, 2016

|   |   |
|---|---|
| <b>Agenda Section</b><br>Consent  | <b>Staff Contact</b><br>Paul Cayler, City Manager |
| <b>Agenda Item Title</b><br>Claim Against the City – Denise Bleuel  |   |
| <b>Summary</b><br>On June 8, 2016, the City received a claim from Denise Bleuel via Attorney Michael Fiumara for the wrongful death related to the suicide of Quoyah Carson Tehee, which occurred on December 9 - 10, 2015. |   |
| <b>Options</b><br>None.   |   |
| <b>Budget/Financial Impact</b><br>None.   |   |
| <b>Subcommittee Recommendation</b><br>None.   |   |
| <b>Recommended Council Action</b><br>By motion order, reject claim from Denise Bleuel.  |   |
| <b>Attachments:</b><br>1) Claim received from Denise Bleuel via Attorney Michael Fiumara received on June 8, 2016.  |   |
| <b>cc:</b>  |   |

**CLAIM FOR MONEY OR DAMAGES AGAINST THE EMPLOYEES OF THE CITY OF CLOVERDALE AND THE CITY OF CLOVERDALE, THE EMPLOYEES OF THE CLOVERDALE POLICE DEPARTMENT AND THE CLOVERDALE POLICE DEPARTMENT, THE EMPLOYEES OF THE COUNTY OF SONOMA AND THE COUNTY OF SONOMA, THE EMPLOYEES OF THE SONOMA COUNTY SHERIFF'S DEPARTMENT AND THE SONOMA COUNTY SHERIFF'S DEPARTMENT, THE EMPLOYEES OF THE MAIN ADULT DETENTION FACILITY AND THE MAIN ADULT DETENTION FACILITY, AND THE EMPLOYEES OF THE SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES AND ITS AGENCIES AND THE SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES AND ITS AGENCIES**

**RESERVE FOR FILING STAMP CLAIM NO. \_\_\_\_\_**

*(THIS CLAIM HAS BEEN PREPARED IN COMPLIANCE WITH CA GOVT. CODE SECTION 910)*

1. Name and Post Office Address of the Claimant:

**Name of Claimant:** Denise Bleuel, mother of the decedent, as an individual, and representing Quoyah Carson Tehee, decedent, and the Estate of Quoyah Carson Tehee, decedent, and James S. Warnock, step-father of the decedent, as an individual.

**Post Office Address:** 2534 Main Street, Napa, CA 94558

2. Post Office Address to which the person presenting the claim desires notices to be sent:

**Name of Addressee:** c/o Law Offices of Michael A. Fiumara

**Post Office Address:** 182 Farmers Lane, Santa Rosa, CA 95405

**Telephone:** (707) 571-8600

CITY OF CLOVERDALE  
RECEIVED

JUN 08 2016

3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted for wrongful death, intentional infliction of emotional distress, negligent infliction of emotional distress, gross negligence, negligence, lack of duty of care, deliberate indifference to decedent's medical needs, violation of the decedent's civil rights under the 14<sup>th</sup> Amendment (42 USC §1983) and loss of filial consortium.

**Date of Occurrence:** Decedent's death was precipitated and caused by a series of events that occurred throughout 2015, and especially during the month prior to his suicide by hanging which occurred proximately as a result of events on December 9-10, 2015.

**Time of Occurrence:** Beginning at approximately 9 pm December 9, 2015, through 7:24 a.m., December 10, 2015, when decedent was found dead by officers of the Cloverdale Police Department, having hung himself in his house.

**Location:** The home of the decedent 120 Railroad Ave., Cloverdale, California, and the Cloverdale Police Department.

**Circumstances giving rise to this claim:**

**Note: All references to the agencies cited in this document should be construed as referring to the employees of the agencies.**

*Background information leading up to the events giving rise to this claim:*

The decedent was a 37 year old man of Native American heritage, a member of a protected class, with a well-known and well-documented history of mental illness from the age of 10. The decedent was clinically diagnosed by Dr. Nathan H. Thuma with “Schizoaffective Disorder, Bipolar Type, ICD-10 Code F20.9.” Dr. Thuma stated that the patient was “clearly severely mentally ill. He was always paranoid and unable to recognize his diagnosis.” Dr. Thuma treated the decedent from 2012 to April 2015 but discontinued treatment as the decedent’s condition worsened. After leaving the doctor’s care, the decedent’s condition deteriorated going “downhill after that, with lots of problems, including frequent brushes with the law but almost no treatment.” His symptoms gradually increased in severity leading to rage and violence.

The decedent had had multiple contacts with the employees of the Cloverdale Police Department going back to December 2008. There are at least 10 separate contacts between the decedent and the employees of the Cloverdale Police Department in 2015 alone, documented in Cloverdale Police Department incident reports (see Attachment A). There was at least one 5150 hold in Sonoma County, as well as multiple contacts with Napa County police including arrests. These contacts do not include multiple and frequent telephone calls and personal visits to the Cloverdale Police Department by the decedent’s mother and step-father.

The employees of the Cloverdale Police Department were well aware of the decedent’s mental illness and associated symptomology, which is clearly documented in several of the Cloverdale Police Department’s own reports. Please see the Cloverdale Police Department report of July 13, 2015, which specifically states in the Note section, “mental health issues / contact parent.” (Attachment B) In addition, the decedent’s mother made multiple calls to the Cloverdale Police Department, related to her safety concerns for her son as well as safety concerns to herself and her husband due to the decedent’s behavior caused by his illness. In addition to calls with safety concerns, the decedent’s mother requested Welfare Check inspections of the decedent’s home by the employees of the Cloverdale Police Department. Responding officers often inspected the property in which the decedent lived and could clearly see that he was living under dangerous conditions with numerous health and safety violations, conditions of unimaginable squalor, caused by the decedent’s declining mental condition, (see photographs, Attachment C). On one occasion those conditions prompted a call to the City of Cloverdale by the responding officers which resulted in the City notifying the decedent’s parents of the violations, giving them

approximately two weeks to clean and repair the premises and clear the violations. The parents spent over \$8,000 to clean and repair the premises.

In stark contrast to the mother and step-father's responsiveness to the deplorable conditions, the officers and other employees of the Cloverdale Police Department did not contact the proper authorities, including but not limited to, the Sonoma County Department of Health Services, the Behavior Health Services, the Alcohol and Other Drugs service, and/or any other mental health agency or intervention services. The officers and employees did not exercise the duty of "due care" in the execution of their duties (Govt C §820.4 "A public employee is not liable for his act or omission, *exercising due care*, in the execution or enforcement of any law"(emphasis added)) nor did they summon medical care (in this case mental health care) that they knew or should have known (from their own records) was needed

*(Govt C §845.6 Failure to furnish or obtain prisoner medical care: "... the public entity where the employee is acting within the scope of his employment, is liable if the employee knows or has reason to know that the prisoner is in need of immediate medical care and he fails to take reasonable action to summon such medical care.")*

The week prior to the decedent hanging himself, the decedent was arrested and placed in custody at the Sonoma County Main Adult Detention Facility ("MADF"), which is operated by the Sonoma County Sheriff's Department, on an arrest warrant for failure to appear for a Penal Code section 647(f) charge of public drunkenness/intoxication from early November 2015. Decedent, upon his arrest / detention in November under this charge, should have been held for a 72-hour treatment and evaluation of inebriates as mandated by section (g) of that statute, yet the County failed to do so. Despite the decedent's clear signs of mental illness and the information in his records regarding his mental illness, which information was readily available to the MADF and the Cloverdale Police Department, the decedent received no treatment while in the jail either in November upon his arrest for the Penal Code 647(f) violation or his subsequent arrest later in November on a bench warrant for failure to appear (another glaring indication of his mental state, especially when combined with all the previous contacts with law enforcement).

The decedent does not appear to have been evaluated by Dr. Steven Ranish, an employee of mental health care at the MADF, for mental competence to stand trial or for his ability to understand the proceedings against him (see Superior Court of California, County of Sonoma, Criminal Docket, Attachment D). The decedent was released on or about November 30, 2015, 10 days before his suicide. After his release, he received neither medical nor mental health treatment or services nor follow-up, as required by MADF guidelines, nor were his parents contacted. Forensic Assertive Community Treatment (FACT) was available to the decedent but was not offered to him. The decedent walked home from Santa Rosa to Cloverdale as he had no money and no means of transportation. Again, the officers, employees, and the MADF did not exercise their duties of "due care" (Govt C §820.4 ) and failed to provide the immediate medical care needed (Govt C §845.6.) As a prisoner or in civil protective custody at the MADF and at the

Cloverdale Police Department, the decedent was entitled to these duties (Govt C §844 a prisoner is “a lawfully arrested person who is brought into a law enforcement facility ... become a prisoner upon his or her initial entry into a prison, jail, ... pursuant to penal processes.”)

*December 9, 2015:*

The Cloverdale Police Department responded to a 911 call placed by neighbors of the decedent, Quoyah Carson Tehee. The decedent was pounding on the neighbors’ back door to their mobile home which they never used, upset, shirtless and barefoot in the rain, accusing them of stealing his cigarettes. The neighbors, who did not know the decedent at the time, told him that they did not smoke and did not have his cigarettes and ordered him to leave their property. The decedent proceeded to the other side of their home and pounded on the windows there before stopping, then stood screaming in the rain, and attacked a passing bicyclist with whom he struggled until the bicyclist managed to escape. The decedent left and returned shortly brandishing a pitchfork, and demanding once again that the neighbors give him his cigarettes back. The decedent then proceeded to attack the neighbors’ car, smashing multiple car windows and utilizing the pitchfork to further vandalize the car before disappearing again.

Cloverdale Police Officer M. Campbell arrived on the scene and spoke to the neighbors who were frightened by the decedent’s aberrant behavior. According to witnesses, Officer Campbell then pursued the decedent down an alley toward the decedent’s house where he confronted the pitchfork-wielding decedent, demanding that the decedent drop the pitchfork or the officer would shoot. The decedent complied and Officer Campbell took him to the patrol car, commenting to the neighbor, “He’s lucky to be alive.” Officer Campbell allayed the neighbors’ fears of the decedent, saying that they would hold him at least 24 hours (indicating at least a partial understanding of the duty to hold an intoxicated person). Clearly from the decedent’s behavior, he was a danger to himself and to others. Strangely, the police report of the incident is lacking in significant and important detail: there is no mention of the pitchfork or the damage to the neighbor’s vehicle.

The police report by Officer Campbell states, in part, that the decedent was arrested for public drunkenness/intoxication and driven to the police station where he was placed in a holding cell to sober up until approximately 2-3 am on the morning of December 10, 2015. Once again, despite the information *in the Cloverdale Police Department’s own records regarding the decedent’s mental illness and the need to contact his parents, and their intimate knowledge of the decedent through multiple contacts with the decedent over a period of years and through family inquiries* the decedent received no mental health services of any kind. Further, it does not appear that the decedent was given a breathalyzer or BAC test to rule out whether the decedent was, at the time, inebriated or experiencing another psychotic episode. Again the police failed to exercise “due care” (Govt C §820.4) and failed to provide needed medical attention (Govt C §845.6.) as required of a prisoner (Govt C §844.)

At approximately 3 am on December 10, 2015, the decedent was returned to his home by the police, still having failed to receive any mental health evaluation or services or psychiatric evaluation despite the Crisis Intervention Team (CIT) training (in which, pursuant to the Sonoma County Department of Health Services (see Attachment E), the Cloverdale Police Department has participated) which would have identified the decedent as, at the very least, needing a psych evaluation if not a psych hold. Returning the decedent to his home at that time was also contrary to the assurances of Officer Campbell to the neighbors that the police would hold him at least 24 hours. It should have been apparent that the decedent was still a danger to himself and to others, and perhaps especially to his neighbors. At approximately 3:15 am on December 10, 2015, the decedent called his mother and left a message for his parents "The police stole my computer. Now I kill myself." He was suffering under an ongoing delusion that others, including the police, were stealing things from him. Thereafter the decedent committed suicide by hanging himself.

4. General Description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of the presentation of the claim.

The employees of the Cloverdale Police Department had ample notice of the decedent's mental state, his history, and his background, and hence had a duty of "due care" to handle the decedent in an appropriate manner due to his mental illness. In one visit to house in July 2015, the decedent's mother showed the responding officers the patched ceiling in the living room where the decedent had punched a hole three years prior when he attempted to commit suicide, also by hanging. The officers involved did not address his mental illness; did not request a psychiatric evaluation; did not call/contact the Mobile Support Team; nor did they take him to the MADF and/or Sutter Health Services where he might have been properly evaluated, classified, and treated for his condition and mental state. Further, the decedent was not transferred to an appropriate mental health facility, such as PES, despite their knowledge of his condition and the decedent's actions on the night of the incident.

By returning the decedent to his home without any such evaluation or treatment, they proximately caused his death by releasing someone who was so obviously a danger to himself and to others given his actions of the night in question. As stated above, in all of these conditions, the decedent was a prisoner (Govt C §844 definition) to whom the police failed in their duty of "due care" (Govt C §820.4) and to whom the police failed to provide immediately needed medical care (in this case mental health care) (Govt C §845.6.) This deliberate indifference to the decedent constitutes malfeasance and dereliction of duty on the part of the officers and employees of the Cloverdale Police Department as they did not follow protocol as taught in Crisis Intervention Training (CIT), and failed to utilize the mental health services that were available to them through the County of Sonoma, of which should have been aware due to the CIT training. What makes this even more egregious, is that located only one block from the Cloverdale Police Department facility was a County Behavioral Health office. Further, at least two of the officers admitted that they were completely unaware of its existence.

Had the officers and employees of the Cloverdale Police Department screened the decedent for mental illness, the decedent would have been screened again prior to release back into the community with appropriate follow-up care provided. Instead, with callous disregard for the safety of both the decedent and the community, the decedent was dumped back into the community with no resources or referrals as required by the police department guidelines. Even if this had been done, given the extreme state of his mental illness, it is doubtful if the decedent would have had the wherewithal to follow up according to such a screening.

While acts and omissions in the course of enforcing the law *while exercising due care* immunizes public employees (Govt C §820.4), in this case, the officers and jailers in question clearly *did not* exercise due care. While Government Code section 856 relating to determination of mental illness or addiction in general grants immunity to public employees acting in the scope of their duties with *due care* (Govt C §856(b) emphasis added), section (c) states that “[n]othing in this section exonerates a public employee from liability for injury proximately caused by his negligent or wrongful act or *omission* in ... failing to carry out” whether to confine or release a person and the terms of such confinement or terms of release a person (Govt C §856(a).) The officers and employees of the Cloverdale Police Department, in this case, deviated from their protocol and training (CIT), and hence from the defined standard of care of both the Cloverdale Police Department and the Sonoma County Department of Health Services. This deviation from the defined standard of care proximately caused the harm, i.e., the suicide, and thus creates liability.

In addition, this handling and failure to provide care to the decedent is a violation of the decedent’s civil rights by the Cloverdale Police Department and the MADF: violations of the decedent’s 14<sup>th</sup> Amendment rights under the due process clause by depriving him of his “liberty, interest, and bodily integrity” by failing to exercise due care in his handling and deliberate indifference and failing to recognize or deal with his mental illness, directly leading to his death (“Civil Rights Act” 42 USC §1983 (injuries to prisoners through “deliberate indifference” to serious medical needs); *Gibson v. County of Washoe* 290 F3d 1175, 1187 (9th Cir 2002) (deliberate indifference to a preconviction detainee); *Estate of Abdollahi v. County of Sacramento* 450 F Supp 2d 1194, 1209 (ED Cal 2005) (whether a prison doctor was deliberately indifferent to a prisoner’s known suicide risk creates a triable issue of fact)) and possibly his 8<sup>th</sup> Amendment rights against cruel and unusual punishment. The employees of the Cloverdale Police Department, the MADF, or the contract medical/mental health care provider owe a duty of care to anyone in its custody of proper medical treatment.

While the agencies may quote *Deshaney v. Winnebago County* (1989) 489 US 189 as a defense, where the Supreme Court held that the Due Process clause does not impose a special duty to provide protective services against *private* actors if the state did not create those harms, in this case the state (the employees of Cloverdale Police Department and the MADF, and the contract medical/mental healthcare provider) *did* create those harms by failing to act according to proper protocol and contrary to its own training (CIT), and it is the state’s own officials (the employees

of the Cloverdale Police Department and the MADF, and the contract medical/mental healthcare provider) who caused the harm and owed a duty of care to prevent such harm. They are *not* private actors, hence the case is not on point. The Sonoma County Board of Supervisors through the County Department of Health Services, has imposed a special duty consisting of a minimal level of care for mentally impaired arrestees or detainees which the employees of the Cloverdale Police Department were required, and failed, to follow. The County may argue that there are not enough resources to cover the entire county, however, Justice Brennan dissented in *Deshaney* saying “if a State cuts off private sources of aid and then refuses aid itself, it cannot wash its hands of the harm that results from its inaction” (*ibid.*) *The care for arrestees and detainees must be the same level of care that is available to the community at large under the California Welfare and Institutions Code and other state and federal guidelines.*

These are the obligations currently understood. There may be additional obligations or damages in the future.

#### Damages

Damages caused because of these omissions and circumstances include but are not limited to, the decedent’s mother and stepfather suffering extreme emotional distress, with frequent crying, inability to sleep due to nightmares, and anxiety and nervousness resulting in both mother and step-father having to see a psychologist (sessions at \$150 per session, amount to be determined), the mother continues to see a grief therapist twice a month (sessions at \$90 per session, amount to be determined) and psychiatric sessions to deal with depression and PTSD (sessions at \$200 per hour, approximately monthly). The stepfather has been forced to use all of his vacation time from his employment in caring for his distraught and grief stricken wife. Further, the step-father is a Hospital Chaplain who deals with death on a daily basis and is constantly reminded of the death of his step-son in the course of his work, making him less effective on the job and leaving him completely drained upon going home in the evening. Other damages include but are not limited to: mounting legal fees; funeral costs of \$20,000 including funeral service, gravesite, and headstone; and psychiatric sessions for Quoyah for three years (sessions at \$200 per hour). In addition, the decedent’s mother and step-father spent considerable time, money, and resources associated with the repair and restoration of the property which the decedent damaged and/or destroyed during his frequent psychotic episodes. As a result, the property the decedent destroyed eventually was sold at a substantial monetary loss.

#### 5. The name or names of the public employee or employees causing the injury, damage, or loss, if known.

1. Stephen Cramer, Chief of Police, Cloverdale Police Department;
2. Susan E. Jones, Interim Chief of Police;
3. Officer Carlos Nunes;
4. Officer Damian Eglesfield;

5. Officer Jim Strattan;
6. Officer Rickey Andy Rhodes;
7. Officer David Haas;
8. Officer Mac Baker;
9. Officer Chris Parker;
10. Officer Raul Rudy Segobiano;
11. Officer John Eric Camara;
12. Officer Beau Gastineau;
13. Officer M. Campbell (first name unknown as there is no officer listed in the police report of the incident (mcampbell@ci.cloverdale.ca.us)
14. Other officers or employees of the Cloverdale Police Department, names currently unknown;
15. Stephen Betz, Director, Sonoma County Health Services;
16. Michael Kennedy, Director, County of Sonoma Behavioral Health;
17. Susan Castillo, MHSA Liaison, Behavioral Health Section Manager, County of Sonoma Behavioral Health;
18. Karin Sellite, Manager Mobile Support Team, County of Sonoma Behavioral Health;
19. John Kolhoven, Adult Section Manager, County of Sonoma Behavioral Health;
20. Sid McColley, Forensic Services Manager, County of Sonoma Behavioral Health;
21. Helen Barney, IHT, Adult Team Manager, County of Sonoma Behavioral Health;
22. Randye Roysten, Section Manager, County of Sonoma Behavioral Health;
23. Other employees of the Sonoma County Department of Health Services, Behavioral Health, names currently unknown to the claimants;
24. Steve Freitas, Sheriff, Sonoma County as overseer of the mental health services at the MADF;
25. Lt. Mike Toby, Mental Health Unit, Sonoma County Sheriff's Department;
26. Other employees of the Sonoma County Sheriff's Department which runs the MADF, names currently unknown to the claimants;
27. Independent contractors who manage medical services for the MADF, names currently unknown to the claimants.

6. Unlimited Civil Case: This matter is not a limited civil case. See section 4 for the monetary damages for the computation of the claim that damages exceed \$25,000.

7. Claimant's (s') Date(s) of Birth:

Denise Bleuel           DOB: February 8, 1950

James Warnock        DOB: October 3, 1952

8. Name, address, and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:

1. Marque "Ace" Yaksic & Cathleen Alyce Yaksic, neighbors who called 911

Physical address: 127 Railroad Ave.  
Cloverdale, CA 95425

Mailing address: P.O. Box 1086  
Geyserville, CA 95441

Ace email: [aceamatic@gmail.com](mailto:aceamatic@gmail.com)

Ace Phone: 707-694-7561

Cathleen email: [cathleenalyce53158@gmail.com](mailto:cathleenalyce53158@gmail.com)

Cathleen phone: 707-694-8225

2. Rogan and Melinda Seaman  
Cloverdale, CA  
707-896-4799; 707-318-4430

3. Officer M. Campbell, Cloverdale Police Department

9. If the claim involves medical treatment for a claimed injury, please provide the name, address, and telephone number of any doctors or hospitals providing treatment:

Richard Cohen, PHD  
1303 Jefferson St.  
Napa, Ca. 94559  
(707) 258-5699

Joan Elson, MFT  
1420 Third St., Suite 4  
Napa, Ca 94559  
(707) 486-4192

Dr. Amanda Templeton  
1303 Jefferson St.  
Napa, Ca 94559  
(707) 226-2807; (650) 796-0418

**Signature pages to follow**

Denise Bleuel  
Denise Bleuel, claimant

6/6/16  
Date

James Warnock  
James Warnock, claimant

6-6-16  
Date

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# **Attachment A**

**(Some of the many “Mental Health” contacts with the  
Cloverdale Police Department)**



**PERSON RECORD**  
**TEHEE, QUOYAH CARSON**

07/13/2015

|  |                       |                            |   |                |                       |                          |               |
|--|-----------------------|----------------------------|---|----------------|-----------------------|--------------------------|---------------|
| Address<br>120 RAILROAD AV, CLOVERDALE, CA 95425   |                       |                            | Mailing Address                               |                |                       |                          |               |
| D<br>70788   | Phone<br>707-225-5621 | Cell Phone<br>707-226-9838 | DOB<br>07/17/1978                             | Age<br>36      | Sex<br>M              | Height<br>6'2"           | Weight<br>157 |
| Race<br>WHITE                                      |                       |                            | Hair<br>BLOND                                 |                | Eyes<br>BLUE          |                          |               |
| Drivers License<br>B4447189 CA                     |                       | CH                         | Vehicle License<br>8E21496 CA                 |                | FBI #                 |                          |               |
| Business Name                                      |                       | Address                    |   | City & State   |                       |                          |               |
| Business Phone                                     | Email                 |                            |   | Arrest ID<br>0 |                       |                          |               |
| Next of Kin/Parent/Guardian<br>DENISE BLEUEL       |                       | Address                    |   |                | Phone<br>707-226-9838 |                          |               |
| Occupation   |                       | Gang Affiliation           |   | School ID      |                       | Undocumented Alien<br>NO |               |
| Complexion   |                       | Build                      | Hairstyle                                     |                | Facial Hair           |                          | Speech<br>NO  |
| Officer Safety<br><b>CLOVERDALE POLICE DEPT.</b>   |                       |                            | Tattoos                                       |                |                       |                          |               |
| Other Considerations<br><b>CONTROLLED DOCUMENT</b> |                       |                            | Note<br>MENTAL HEALTH ISSUES/ CONTACT PARENTS |                |                       |                          |               |
| <b>DO NOT DUPLICATE</b>                            |                       |                            |   |                |                       |                          |               |

Aliases

| DATE       | NATURE | AGENCY | EVENT DESCRIPTION   | CASE #/FI | INC/CITE   |
|------------|--------|--------|---|-----------|------------|
| 12/19/2008 | C      | CDPD   | Sus: Suspicious Circumstances   | 08-1381   | 0812190007 |
| 01/14/2009 | RP     | CDPD   | MISC/SRV, Dispo AD  |           | 0901140019 |
| 09/01/2009 | C      | CDPD   | Found Prop: Found Property  | 09-0846   | 0909010011 |
| 10/11/2009 | PET    | CDPD   | Pet added: LOUIE(LUTHER B)  |           |            |
| 10/16/2010 | C      | CDPD   | Sus: Suspicious Circumstances   | 10-1077   | 1010160010 |
| 01/27/2012 | INC    | CDPD   | SUS, Dispo AD   |           | 1201270001 |
| 07/28/2012 | V      | CDPD   | 594(A)(1) PC: Vandalism:deface Property <i>Victim</i>   | 12-0640   | 1207280007 |
| 07/28/2012 | RP     | CDPD   | FU, Dispo CO  |           | 1207280011 |
| 01/12/2015 | RP     | CDPD   | SUS, Dispo LN (707-225-5621)  |           | 1501120019 |
| 04/09/2015 | INC    | CDPD   | 1062, Dispo AD  |           | 1504090014 |
| 04/09/2015 | NOTE   | CDPD   | Denise Bleuuel asked to be called if Quoyah was taken into custody. Stated she would assist and take possession of dog. |           |            |
| 06/07/2015 | COMB   | CDPD   | Combined with ID 79551 by 084   |           |            |
| 06/07/2015 | INC    | CDPD   | 488 <i>Trent - beer</i>   |           | 1506070028 |
| 06/07/2015 | S      | CDPD   | 664/488 PC: Attempted petty theft   | 15-0423   | 1506070028 |
| 06/12/2015 | INC    | CDPD   | CTW, Dispo CO <i>welfare check</i>  |           | 1506120010 |
| 06/13/2015 | INC    | CDPD   | 602, Dispo AD   |           | 1506130037 |
| 07/02/2015 | INC    | CDPD   | 1066 <i>Suspicious Person, Victim</i>   |           | 1507020041 |
| 07/02/2015 | I      | CDPD   | 5150 WI: Mental 72 hr. hold   | 15-0493   | 1507020041 |
| 07/07/2015 | INC    | CDPD   | AAAL, Dispo UT <i>Healdsburg - Hit &amp; Run</i>  |           | 1507070027 |
| 07/10/2015 | INC    | CDPD   | MISC/SRV <i>in &amp; out of left or foot car</i>  |           | 1507100016 |
| 07/10/2015 | S      | CDPD   | CMC 8.12.020: Unlawful Accumulation, CMC 9.36.050 <i>parked @</i>   | 15-0530   | 1507100016 |
| 07/10/2015 | I      | CDPD   | Property/Safe: Property Held For Safekeeping <i>me boxes</i>  | 15-0532   | 1507100017 |
| 07/12/2015 | INC    | CDPD   | 1065R <i>me called last night</i>   |           | 1507120044 |
| 07/12/2015 | MP     | CDPD   | Missing: Missing Person <i>run &amp; had out of track @</i>   | 15-0542   | 1507120044 |

**CLOVERDALE POLICE DEPT.**  
**CONTROLLED DOCUMENT**  
**DO NOT DUPLICATE**

*7/9/15 left truck at brewpub*

*photographs taken from city*

# **Attachment B**

**(Individual Cloverdale Police Contacts)**



# CLOVERDALE POLICE DEPARTMENT

## CAD INCIDENT REPORT

1506070028

10/29/2015

|   |                      |  |          |  |                      |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
|---|----------------------|--|----------|--|----------------------|---------------|-------------------------------|------------------------|------------|---------|-------|-----|------|----|----------------------|---|--|-------|--|
| Location<br>COTIJA'S MARKET, 228 S CLOVERDALE BL              |                      |  |          | Cross Streets<br>CITRUS FAIR DR/RAILRO |                      |               | City<br>CLOVERDALE            |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Incident Type<br>SUS - SUSPICIOUS CIRCUMSTANCES               |                      |  |          | Call Taker<br>SMITH, LORI LEE          |                      |               | Dispatcher<br>SMITH, LORI LEE |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Date<br>06/07/2015  | Priority             | Primary Unit<br>8L3  | Beat     | Fire Zone                              | Area                 | Map           | Source<br>TELEPHONE CALL      |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Caller Name<br>ADT  |                      |  |          | Caller Address                         |                      |               |                               | Caller Phone           |            |         |       |     |      |    |                      |   |  |       |  |
| Dispositions<br>Report Taken                                  |                      |  |          |  | Weapon               |               | Alm Level                     | Case Number<br>15-0423 |            |         |       |     |      |    |                      |   |  |       |  |
| Vehicles<br>2007 Chevrolet, 8E21496/CA VIN: 1GCEC14X07Z137696 |                      |  |          |  | Associated Incidents |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Incident Times  |                      | Special Circumstances  |          |  |                      |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Received 16:34:27   |                      | <table border="1"> <tr> <td>Persons</td> <td>Sex</td> <td>DOB</td> <td>Race</td> <td>DL</td> </tr> <tr> <td>Tehee, Quoyah Carson</td> <td>M</td> <td></td> <td>White</td> <td></td> </tr> </table> |          |  |                      |               |                               |                        |            | Persons | Sex   | DOB | Race | DL | Tehee, Quoyah Carson | M |  | White |  |
| Persons   | Sex                  |  |          |  |                      |               |                               |                        |            | DOB     | Race  | DL  |      |    |                      |   |  |       |  |
| Tehee, Quoyah Carson  | M                    |  |          |  |                      |               |                               |                        |            |         | White |     |      |    |                      |   |  |       |  |
| Created 16:35:03  |                      |  |          |  |                      |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Dispatched 16:35:15   |                      |  |          |  |                      |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
| En Route 16:35:19   |                      |  |          |  |                      |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
| On Scene 16:35:21   |                      |  |          |  |                      |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Closed 17:14:54   |                      |  |          |  |                      |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Rcvd-Closed 40:27   |                      |  |          |  |                      |               |                               |                        |            |         |       |     |      |    |                      |   |  |       |  |
| Unit Times  | Officers             | Dispatched   | Enroute  | On Scene                               | Clear                | Disp-On Scene | Enrt-On Scene                 | On Scene-Clear         | Disp-Clear |         |       |     |      |    |                      |   |  |       |  |
| 8L3   | Segobiano, Raul Rudy | 16:35:15   |          | 16:35:21                               | 17:14:54             | 00:06         | N/A                           | 39:33                  | 39:39      |         |       |     |      |    |                      |   |  |       |  |
| 8L14  | Eglesfield, Damian   | 16:35:16   | 16:35:19 | 16:35:57                               | 16:56:15             | 00:41         | 00:38                         | 20:18                  | 20:59      |         |       |     |      |    |                      |   |  |       |  |

**Incident Comments**  
 Panic alarm from the location. Officers responded and report attempted 488PC from this location. Suspect is banned from store. Report taken.

CONTROLLED DOCUMENT  
 NOT TO BE DUPLICATED  
 TO: Denise Bleuel  
 BY: Cloverdale Police  
 DATE: 10-29-15





# CLOVERDALE POLICE DEPARTMENT

## CAD INCIDENT REPORT

10/29/2015

1506130037

|  |                    |                       |          |  |                      |               |                               |                |             |  |
|--|--------------------|-----------------------|----------|--|----------------------|---------------|-------------------------------|----------------|-------------|--|
| Location<br>COTIJA'S MARKET, 228 S CLOVERDALE BL |                    |                       |          | Cross Streets<br>CITRUS FAIR DR/RAILRO |                      |               | City<br>CLOVERDALE            |                |             |  |
| Incident Type<br>602 - TRESPASS                  |                    |                       |          | Call Taker<br>SMITH, LORI LEE          |                      |               | Dispatcher<br>SMITH, LORI LEE |                |             |  |
| Date<br>06/13/2015                               | Priority           | Primary Unit<br>8L14  | Beat     | Fire Zone                              | Area                 | Map           | Source<br>TELEPHONE CALL      |                |             |  |
| Caller Name                                      |                    |                       |          | Caller Address                         |                      |               |                               | Caller Phone   |             |  |
| Dispositions<br>Advice Given                     |                    |                       |          |  | Weapon               |               | Alm Level                     |                | Case Number |  |
| Vehicles   |                    |                       |          |  | Associated Incidents |               |                               |                |             |  |
| Incident Times                                   |                    | Special Circumstances |          |  |                      |               |                               |                |             |  |
| Received   | 19:21:00           |                       |          |  |                      |               |                               |                |             |  |
| Created  | 19:21:57           |                       |          |  |                      |               |                               |                |             |  |
| Dispatched                                       | 19:26:13           |                       |          |  |                      |               |                               |                |             |  |
| En Route   | 19:26:25           |                       |          |  |                      |               |                               |                |             |  |
| On Scene   | 19:27:51           |                       |          |  |                      |               |                               |                |             |  |
| Closed   | 19:38:44           |                       |          |  |                      |               |                               |                |             |  |
| Revd-Closed                                      | 17:44              |                       |          |  |                      |               |                               |                |             |  |
| Persons  |                    | Sex                   | DOB      | Race                                   | DL                   |               |                               |                |             |  |
| Tehee, Quoyah Carson                             |                    | M                     |          | White                                  |                      |               |                               |                |             |  |
| Unit Times                                       | Officers           | Dispatched            | Enroute  | On Scene                               | Clear                | Disp-On Scene | Enrt-On Scene                 | On Scene-Clear | Disp-Clear  |  |
| 8R21   | Baker, Mac         | 19:26:13              | 19:26:25 | 19:27:51                               | 19:36:47             | 01:38         | 01:26                         | 08:56          | 10:34       |  |
| 8L14   | Eglesfield, Damian | 19:28:28              |          | 19:28:28                               | 19:38:44             | N/A           | N/A                           | 10:16          | 10:16       |  |
| 8L10   | Parker, Chris      | 19:33:09              |          | 19:33:12                               | 19:36:45             | 00:03         | N/A                           | 03:33          | 03:36       |  |

### Incident Comments

Subject who was told not to go to store is at the store now. Was warned he would be arrested for trespass. Officers responded. Business owners have been advised on restraining orders.

CONTROLLED DOCUMENT  
 NOT TO BE DUPLICATED  
 TO: Denise Bleuel  
 BY: Cloverdale Police Dept  
 DATE: 10-29-15



CAD INCIDENT REPORT

1507020041

10/29/2015

|  |                    |   |                |   |                             |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
|--|--------------------|---|----------------|---|-----------------------------|----------------------|--|-----------------------|-------------------------------|----------------|-------------|------------|-------------|-----------|----------------------|---|--|-------|--|
| <b>Location</b><br>RAYS FOOD PLACE, 1139 S CLOVERDALE BL |                    |   |                | <b>Cross Streets</b><br>TREADWAY DR/BUCK RD |                             |                      | <b>City</b><br>CLOVERDALE                  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| <b>Incident Type</b><br>1066 - SUSPICIOUS PERSON         |                    |   |                | <b>Call Taker</b><br>PETERSON, CAROLYN LEA  |                             |                      | <b>Dispatcher</b><br>PETERSON, CAROLYN LEA |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| <b>Date</b><br>07/02/2015                                | <b>Priority</b>    | <b>Primary Unit</b><br>8L11   | <b>Beat</b>    | <b>Fire Zone</b>                            | <b>Area</b>                 | <b>Map</b>           | <b>Source</b><br>TELEPHONE CALL            |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| <b>Caller Name</b><br>/APRIL/CASHIER                     |                    |   |                | <b>Caller Address</b>                       |                             |                      |  | <b>Caller Phone</b>   |                               |                |             |            |             |           |                      |   |  |       |  |
| <b>Dispositions</b><br>Completed                         |                    |   |                |   | <b>Weapon</b>               |                      | <b>Alm Level</b>                           |                       | <b>Case Number</b><br>15-0493 |                |             |            |             |           |                      |   |  |       |  |
| <b>Vehicles</b>  |                    |   |                |   | <b>Associated Incidents</b> |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| <b>Incident Times</b>                                    |                    | <b>Special Circumstances</b>  |                |   |                             |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| Received   | 21:41:55           | <table border="1"> <tr> <td><b>Persons</b></td> <td><b>Sex</b></td> <td><b>DOB</b></td> <td><b>Race</b></td> <td><b>DL</b></td> </tr> <tr> <td>Tehee, Quoyah Carson</td> <td>M</td> <td></td> <td>White</td> <td></td> </tr> </table> |                |   |                             |                      |  |                       |                               | <b>Persons</b> | <b>Sex</b>  | <b>DOB</b> | <b>Race</b> | <b>DL</b> | Tehee, Quoyah Carson | M |  | White |  |
| <b>Persons</b>   | <b>Sex</b>         |   |                |   |                             |                      |  |                       |                               | <b>DOB</b>     | <b>Race</b> | <b>DL</b>  |             |           |                      |   |  |       |  |
| Tehee, Quoyah Carson                                     | M                  |   |                |   |                             |                      |  |                       |                               |                | White       |            |             |           |                      |   |  |       |  |
| Created  | 21:44:13           |   |                |   |                             |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| Dispatched   | 21:44:15           |   |                |   |                             |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| En Route   | 21:44:25           |   |                |   |                             |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| On Scene   | 21:48:34           |   |                |   |                             |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| Closed   | 23:43:43           |   |                |   |                             |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| Revd-Closed  | 2:01:48            |   |                |   |                             |                      |  |                       |                               |                |             |            |             |           |                      |   |  |       |  |
| <b>Unit Times</b>  | <b>Officers</b>    | <b>Dispatched</b>   | <b>Enroute</b> | <b>On Scene</b>                             | <b>Clear</b>                | <b>Disp-On Scene</b> | <b>Enrt-On Scene</b>                       | <b>On Scene-Clear</b> | <b>Disp-Clear</b>             |                |             |            |             |           |                      |   |  |       |  |
| 8L11   | Nunez, Carlos      | 21:44:15  | 21:45:30       | 21:49:13                                    | 23:43:43                    | 04:58                | 03:43                                      | 1:54:30               | 1:59:28                       |                |             |            |             |           |                      |   |  |       |  |
| 8L14   | Eglesfield, Damian | 21:44:20  | 21:44:25       | 21:48:34                                    | 22:15:59                    | 04:14                | 04:09                                      | 27:25                 | 31:39                         |                |             |            |             |           |                      |   |  |       |  |

Incident Comments

RP requests an officer to move along a WMA, 600, wearing glasses, a peach striped shirt and long pants that is harrasing the customers as they come and go to the store.

CONTROLLED DOCUMENT  
NOT TO BE DUPLICATED

TO: Denise Bleuel

BY: Cloverdale Police Dept

DATE: 10-29-15



CAD INCIDENT REPORT  
1507120044

|  |                     |                       |         |                                       |          |               |                               |                        |            |  |
|--|---------------------|-----------------------|---------|---------------------------------------|----------|---------------|-------------------------------|------------------------|------------|--|
| Location<br>120 RAILROAD AVE   |                     |                       |         | Cross Streets<br>S EAST ST/ROCKY DALE |          |               | City<br>CLOVERDALE            |                        |            |  |
| Incident Type<br>1065R - MISSING PERSON                                  |                     |                       |         | Call Taker<br>SMITH, LORI LEE         |          |               | Dispatcher<br>SMITH, LORI LEE |                        |            |  |
| Date<br>07/12/2015   | Priority            | Primary Unit<br>8L9   | Beat    | Fire Zone                             | Area     | Map           | Source<br>TELEPHONE CALL      |                        |            |  |
| Caller Name<br>/JIM WARNOCK  |                     |                       |         | Caller Address                        |          |               |                               | Caller Phone           |            |  |
| Dispositions<br>Report Taken   |                     |                       |         | Weapon                                |          | Alm Level     |                               | Case Number<br>15-0542 |            |  |
| Vehicles<br>2007 White Chevrolet 1500, 8E21496/CA VIN: 1GCEC14X07Z137696 |                     |                       |         | Associated Incidents                  |          |               |                               |                        |            |  |
| Incident Times   |                     | Special Circumstances |         |                                       |          |               |                               |                        |            |  |
| Received   | 21:37:01            |                       |         |                                       |          |               |                               |                        |            |  |
| Created  | 21:38:28            |                       |         |                                       |          |               |                               |                        |            |  |
| Dispatched   | 21:38:56            |                       |         |                                       |          |               |                               |                        |            |  |
| En Route   |                     |                       |         |                                       |          |               |                               |                        |            |  |
| On Scene   | 21:39:22            |                       |         |                                       |          |               |                               |                        |            |  |
| Closed   | 23:19:44            |                       |         |                                       |          |               |                               |                        |            |  |
| Revd-Closed  | 1:42:43             |                       |         |                                       |          |               |                               |                        |            |  |
| Persons  |                     | Sex                   | DOB     | Race                                  |          | DL            |                               |                        |            |  |
| Tehee, Quoyah Carson   |                     | M                     |         | White                                 |          |               |                               |                        |            |  |
| Obranovich, Kyle Daniel  |                     | M                     |         |                                       |          |               |                               |                        |            |  |
| Bleuel, Denise Marie   |                     | F                     |         |                                       |          |               |                               |                        |            |  |
| Warnock, James   |                     |                       |         |                                       |          |               |                               |                        |            |  |
| Unit Times   | Officers            | Dispatched            | Enroute | On Scene                              | Clear    | Disp-On Scene | Enrt-On Scene                 | On Scene-Clear         | Disp-Clear |  |
| 8L9  | Strattan, Jim       | 21:38:56              |         | 21:39:22                              | 23:19:44 | 00:26         | N/A                           | 1:40:22                | 1:40:48    |  |
| 8L7  | Rhodes, Rickey Andy | 22:49:05              |         | 22:49:14                              | 22:49:48 | 00:09         | N/A                           | 00:34                  | 00:43      |  |
| 8L8  | Haas, David         | 22:49:08              |         | 22:49:11                              | 22:49:52 | 00:03         | N/A                           | 00:41                  | 00:44      |  |

Incident Comments

R/P requesting CTW of mentally ill son who has not been seen or heard from in over two days.

CONTROLLED DOCUMENT  
 NOT TO BE DUPLICATED  
 TO: Denise Bleuel  
 BY: Cloverdale Police Dept  
 DATE: 10-29-15



**CAD INCIDENT REPORT**

**1507160016**

10/29/2015

|   |                   |   |                              |  |                             |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
|---|-------------------|---|------------------------------|--|-----------------------------|----------------------|-------------------------------------|-----------------------|--------------------|----------------|-------------|------------|-------------|-----------|----------------------|---|--|-------|--|
| <b>Location</b><br>120 RAILROAD AVE             |                   |   |                              | <b>Cross Streets</b><br>S EAST ST/ROCKY DALE |                             |                      | <b>City</b><br>CLOVERDALE           |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| <b>Incident Type</b><br>CTW - CHECK THE WELFARE |                   |   |                              | <b>Call Taker</b><br>LEMLEY, TAMI L          |                             |                      | <b>Dispatcher</b><br>LEMLEY, TAMI L |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| <b>Date</b><br>07/16/2015                       | <b>Priority</b>   | <b>Primary Unit</b><br>8K6  | <b>Beat</b>                  | <b>Fire Zone</b>                             | <b>Area</b>                 | <b>Map</b>           | <b>Source</b><br>TELEPHONE CALL     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| <b>Caller Name</b><br>/DENISE                   |                   |   |                              | <b>Caller Address</b>                        |                             |                      |                                     | <b>Caller Phone</b>   |                    |                |             |            |             |           |                      |   |  |       |  |
| <b>Dispositions</b><br>Advice Given             |                   |   |                              |  | <b>Weapon</b>               |                      | <b>Aim Level</b>                    |                       | <b>Case Number</b> |                |             |            |             |           |                      |   |  |       |  |
| <b>Vehicles</b>                                 |                   |   |                              |  | <b>Associated Incidents</b> |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| <b>Incident Times</b>                           |                   |   | <b>Special Circumstances</b> |  |                             |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| Received  | 09:48:08          | <table border="1"> <tr> <td><b>Persons</b></td> <td><b>Sex</b></td> <td><b>DOB</b></td> <td><b>Race</b></td> <td><b>DL</b></td> </tr> <tr> <td>Tehee, Quoyah Carson</td> <td>M</td> <td></td> <td>White</td> <td></td> </tr> </table> |                              |  |                             |                      |                                     |                       |                    | <b>Persons</b> | <b>Sex</b>  | <b>DOB</b> | <b>Race</b> | <b>DL</b> | Tehee, Quoyah Carson | M |  | White |  |
| <b>Persons</b>                                  | <b>Sex</b>        |   |                              |  |                             |                      |                                     |                       |                    | <b>DOB</b>     | <b>Race</b> | <b>DL</b>  |             |           |                      |   |  |       |  |
| Tehee, Quoyah Carson                            | M                 |   |                              |  |                             |                      |                                     |                       |                    |                | White       |            |             |           |                      |   |  |       |  |
| Created   | 09:50:30          |   |                              |  |                             |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| Dispatched                                      | 09:50:50          |   |                              |  |                             |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| En Route  | 09:51:03          |   |                              |  |                             |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| On Scene  | 10:00:13          |   |                              |  |                             |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| Closed  | 10:13:35          |   |                              |  |                             |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| Rcvd-Closed                                     | 25:27             |   |                              |  |                             |                      |                                     |                       |                    |                |             |            |             |           |                      |   |  |       |  |
| <b>Unit Times</b>                               | <b>Officers</b>   | <b>Dispatched</b>   | <b>Enroute</b>               | <b>On Scene</b>                              | <b>Clear</b>                | <b>Disp-On Scene</b> | <b>Enrt-On Scene</b>                | <b>On Scene-Clear</b> | <b>Disp-Clear</b>  |                |             |            |             |           |                      |   |  |       |  |
| 8K6   | Camara, John Eric | 09:50:50  | 09:51:03                     | 10:00:13                                     | 10:13:35                    | 09:23                | 09:10                               | 13:22                 | 22:45              |                |             |            |             |           |                      |   |  |       |  |

**Incident Comments**  
Denise requests ATC/CTW of Quoyah Tehee, received two hang-up calls, unk. where they came from. . Ofc reports no one home. Officer contacted R/P. Advice given.

CONTROLLED DOCUMENT  
NOT TO BE DUPLICATED  
TO: Denise Bleu  
BY: Cloverdale Police Dept  
DATE: Oct 29, 2015



# CLOVERDALE POLICE DEPARTMENT

## CAD INCIDENT REPORT

1507200029

10/29/2015

|  |                      |                       |          |                                       |                      |               |                                     |                |                        |  |
|--|----------------------|-----------------------|----------|---------------------------------------|----------------------|---------------|-------------------------------------|----------------|------------------------|--|
| Location<br>120 RAILROAD AVE             |                      |                       |          | Cross Streets<br>S EAST ST/ROCKY DALE |                      |               | City<br>CLOVERDALE                  |                |                        |  |
| Incident Type<br>CTW - CHECK THE WELFARE |                      |                       |          | Call Taker<br>PETERSON, CAROLYN LEA   |                      |               | Dispatcher<br>PETERSON, CAROLYN LEA |                |                        |  |
| Date<br>07/20/2015                       | Priority             | Primary Unit<br>8S3   | Beat     | Fire Zone                             | Area                 | Map           | Source<br>TELEPHONE CALL            |                |                        |  |
| Caller Name<br>BLEUL, DENISE             |                      |                       |          | Caller Address                        |                      |               |                                     | Caller Phone   |                        |  |
| Dispositions<br>Report Taken             |                      |                       |          |                                       | Weapon               |               | Alm Level                           |                | Case Number<br>15-0562 |  |
| Vehicles                                 |                      |                       |          |                                       | Associated Incidents |               |                                     |                |                        |  |
| Incident Times                           |                      | Special Circumstances |          |                                       |                      |               |                                     |                |                        |  |
| Received                                 | 15:52:27             |                       |          |                                       |                      |               |                                     |                |                        |  |
| Created                                  | 15:53:44             |                       |          |                                       |                      |               |                                     |                |                        |  |
| Dispatched                               | 16:34:34             |                       |          |                                       |                      |               |                                     |                |                        |  |
| En Route                                 | 16:34:37             |                       |          |                                       |                      |               |                                     |                |                        |  |
| On Scene                                 | 16:38:10             |                       |          |                                       |                      |               |                                     |                |                        |  |
| Closed                                   | 18:06:36             |                       |          |                                       |                      |               |                                     |                |                        |  |
| Revd-Closed                              | 2:14:09              |                       |          |                                       |                      |               |                                     |                |                        |  |
| Persons                                  |                      | Sex                   | DOB      | Race                                  | DL                   |               |                                     |                |                        |  |
| Tehee, Quoyah Carson                     |                      | M                     |          | White                                 |                      |               |                                     |                |                        |  |
| Bleuel, Denise Marie                     |                      | F                     |          | White                                 |                      |               |                                     |                |                        |  |
| Unit Times                               | Officers             | Dispatched            | Enroute  | On Scene                              | Clear                | Disp-On Scene | Enrt-On Scene                       | On Scene-Clear | Disp-Clear             |  |
| 8S3                                      | Segobiano, Raul Rudy | 16:34:34              | 16:34:37 | 16:38:10                              | 18:06:36             | 03:36         | 03:33                               | 1:28:26        | 1:32:02                |  |
| 8K6                                      | Camara, John Eric    | 16:38:13              |          | 16:38:13                              | 16:43:51             | N/A           | N/A                                 | 05:38          | 05:38                  |  |

**Incident Comments**  
 RP request we go by and CTW of her son. RP would like officer to contact her when he is finished with the call. Officer contacted and report taken.

CONTROLLED DOCUMENT  
 NOT TO BE DUPLICATED  
 TO: Denise Bleuel  
 BY: Cloverdale Police Dept  
 DATE: October 29, 2015



# CLOVERDALE POLICE DEPARTMENT

## CAD INCIDENT REPORT

1508200018

10/29/2015

|  |                   |   |          |                                       |          |               |                              |                |                        |
|--|-------------------|---|----------|---------------------------------------|----------|---------------|------------------------------|----------------|------------------------|
| Location<br>120 RAILROAD AVE             |                   |   |          | Cross Streets<br>S EAST ST/ROCKY DALE |          |               | City<br>CLOVERDALE           |                |                        |
| Incident Type<br>CTW - CHECK THE WELFARE |                   |   |          | Call Taker<br>LEMLEY, TAMI L          |          |               | Dispatcher<br>LEMLEY, TAMI L |                |                        |
| Date<br>08/20/2015                       | Priority          | Primary Unit<br>8S1   | Beat     | Fire Zone                             | Area     | Map           | Source<br>TELEPHONE CALL     |                |                        |
| Caller Name                              |                   |   |          | Caller Address                        |          |               |                              | Caller Phone   |                        |
| Dispositions<br>Report Taken, Assisted   |                   |   |          |                                       | Weapon   |               | Alm Level                    |                | Case Number<br>15-0670 |
| Vehicles                                 |                   |   |          | Associated Incidents                  |          |               |                              |                |                        |
| Incident Times                           |                   | Special Circumstances   |          |                                       |          |               |                              |                |                        |
| Received                                 | 12:47:38          | Persons                      Sex    DOB                      Race                      DL |          |                                       |          |               |                              |                |                        |
| Created                                  | 12:49:02          |   |          |                                       |          |               |                              |                |                        |
| Dispatched                               | 12:49:08          |   |          |                                       |          |               |                              |                |                        |
| En Route                                 | 12:49:18          |   |          |                                       |          |               |                              |                |                        |
| On Scene                                 | 13:05:08          |   |          |                                       |          |               |                              |                |                        |
| Closed                                   | 13:27:53          |   |          |                                       |          |               |                              |                |                        |
| Revd-Closed                              | 40:15             |   |          |                                       |          |               |                              |                |                        |
| Unit Times                               | Officers          | Dispatched  | Enroute  | On Scene                              | Clear    | Disp-On Scene | Enrt-On Scene                | On Scene-Clear | Disp-Clear             |
| 8S1                                      | Cramer, Stephen   | 12:49:08  | 12:49:18 | 13:05:08                              | 13:27:48 | 16:00         | 15:50                        | 22:40          | 38:40                  |
| 8K6                                      | Camara, John Eric | 13:02:49  | 13:02:52 | 13:08:04                              | 13:27:53 | 05:15         | 05:12                        | 19:49          | 25:04                  |

**Incident Comments**  
 10-21 requests a welfare check of and wants to pass on more information. Ofc reports C-4, appears no one home. Sgt reports all doors and windows locked and secured. Sgt requests case number for 10-65 report.

CONTROLLED DOCUMENT  
 NOT TO BE DUPLICATED  
 TO: Denise Bleuel  
 BY: Cloverdale Police Dept  
 DATE: October 29, 2015



# CLOVERDALE POLICE DEPARTMENT

## CAD INCIDENT REPORT

1510280030

10/29/2015

|   |                   |   |                |   |                             |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
|---|-------------------|---|----------------|---|-----------------------------|----------------------|--------------------------------------|-----------------------|-------------------|----------------|-------------|------------|-------------|-----------|----------------------|---|--|-------|--|
| <b>Location</b><br>CLOVERDALE POLICE DEPT, 112 BROAD ST |                   |   |                | <b>Cross Streets</b><br>N MAIN ST/N EAST ST |                             |                      | <b>City</b><br>CLOVERDALE            |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| <b>Incident Type</b><br>CIT/ASST - CITIZEN ASSIST       |                   |   |                | <b>Call Taker</b><br>SMITH, LORI LEE        |                             |                      | <b>Dispatcher</b><br>SMITH, LORI LEE |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| <b>Date</b><br>10/28/2015                               | <b>Priority</b>   | <b>Primary Unit</b><br>8L12   | <b>Beat</b>    | <b>Fire Zone</b>                            | <b>Area</b>                 | <b>Map</b>           | <b>Source</b><br>TELEPHONE CALL      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| <b>Caller Name</b><br>BLEUEL, DENISE MARIE              |                   |   |                | <b>Caller Address</b>                       |                             |                      |                                      | <b>Caller Phone</b>   |                   |                |             |            |             |           |                      |   |  |       |  |
| <b>Dispositions</b><br>Advice Given, Advice Given       |                   |   |                |   | <b>Weapon</b>               |                      | <b>Alm Level</b>                     | <b>Case Number</b>    |                   |                |             |            |             |           |                      |   |  |       |  |
| <b>Vehicles</b>   |                   |   |                |   | <b>Associated Incidents</b> |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| <b>Incident Times</b>                                   |                   | <b>Special Circumstances</b>  |                |   |                             |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| Received  | 15:52:39          | <table border="1"> <tr> <td><b>Persons</b></td> <td><b>Sex</b></td> <td><b>DOB</b></td> <td><b>Race</b></td> <td><b>DL</b></td> </tr> <tr> <td>Tehee, Quoyah Carson</td> <td>M</td> <td></td> <td>White</td> <td></td> </tr> </table> |                |   |                             |                      |                                      |                       |                   | <b>Persons</b> | <b>Sex</b>  | <b>DOB</b> | <b>Race</b> | <b>DL</b> | Tehee, Quoyah Carson | M |  | White |  |
| <b>Persons</b>  | <b>Sex</b>        |   |                |   |                             |                      |                                      |                       |                   | <b>DOB</b>     | <b>Race</b> | <b>DL</b>  |             |           |                      |   |  |       |  |
| Tehee, Quoyah Carson                                    | M                 |   |                |   |                             |                      |                                      |                       |                   |                | White       |            |             |           |                      |   |  |       |  |
| Created   | 15:53:24          |   |                |   |                             |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| Dispatched  | 16:01:43          |   |                |   |                             |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| En Route  | 16:01:48          |   |                |   |                             |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| On Scene  | 16:05:35          |   |                |   |                             |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| Closed  | 16:23:59          |   |                |   |                             |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| Rcvd-Closed   | 31:20             |   |                |   |                             |                      |                                      |                       |                   |                |             |            |             |           |                      |   |  |       |  |
| <b>Unit Times</b>                                       | <b>Officers</b>   | <b>Dispatched</b>   | <b>Enroute</b> | <b>On Scene</b>                             | <b>Clear</b>                | <b>Disp-On Scene</b> | <b>Enrt-On Scene</b>                 | <b>On Scene-Clear</b> | <b>Disp-Clear</b> |                |             |            |             |           |                      |   |  |       |  |
| 8K6   | Camara, John Eric | 16:01:43  | 16:01:48       |   | 16:03:34                    | N/A                  | N/A                                  | N/A                   | 01:51             |                |             |            |             |           |                      |   |  |       |  |
| 8L12  | Gastineau, Beau   | 16:05:31  |                | 16:05:35                                    | 16:23:59                    | 00:04                | N/A                                  | 18:24                 | 18:28             |                |             |            |             |           |                      |   |  |       |  |
| 8L8   | Haas, David       | 16:05:31  |                | 16:05:35                                    | 16:23:57                    | 00:04                | N/A                                  | 18:22                 | 18:26             |                |             |            |             |           |                      |   |  |       |  |

**Incident Comments**  
 10-62 in lobby request to speak to officer regarding son . Officer contacted r/p and advice given.

CONTROLLED DOCUMENT  
 NOT TO BE DUPLICATED  
 TO: Denise Bleuel  
 BY: Cloverdale Police Dept  
 DATE: October 29, 2015

# **Attachment C**

**(Photographs)**













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# **Attachment D**

**(Criminal Docket for Case No. SCR-673758 in Superior  
Court of California, County of Sonoma)**

Docket of

DE 1 TEHEE, QUOYAH CARSON

Offense Date: 11/02/2015  
DA #: PBK-0890688

Filed Charges

M PC 647(f) Pending

M PC 148.9(a) Pending

Arresting Agency: HEALDSBURG POLICE DEPARTMENT  
Box Number:

Agency #: HEA-151541  
DA Location:

11/03/2015 DE 1

ADDED TO CALENDAR BY JAIL - 11/04/2015 at 8:30am 6, ON VIEW  
CITE FEE TO APPLY  
CALENDAR DROPPED BY JAIL - 11/04/2015 at 8:30am 6

11/04/2015 DE 1

CALENDAR ITEM - 11/24/2015 at 8:30am 6, CITED TO APPEAR, FIRST  
APPEARANCE, ARRAIGNMENT

11/23/2015 DE 1

COMPLAINT FILED  
M PC 647(f) M PC 148.9(a)

11/24/2015 DE 1 Courtroom Minutes of Department 6

HON: Larry Ornell DDA: Martina Kitzmueller CLK: EMO  
Defendant not present  
Bench Warrant to issue for \$5,000  
B/W #5465656 issued in the amount of \$5,000 for Failure to Appear  
on Citation per PC 853.7

11/25/2015 DE 1

CITE FEE TO APPLY  
ADDED TO CALENDAR BY JAIL - 12/01/2015 at 8:30am 6, WARRANT IN  
CUSTODYS

11/26/2015 DE 1

CALENDAR DROPPED BY JAIL - 12/01/2015 at 8:30am 6

11/30/2015 DE 1

Warrant #5465656 Recalled Defendant Cited To Appear  
CALENDAR ITEM - 12/16/2015 at 8:30am 6, CTA/WARRANT

12/16/2015 DE 1 Courtroom Minutes of Department 6

HON: Larry Ornell DDA: George Tran CLK: IGD  
Defendant not present  
Bench Warrant to issue for \$5,000  
Do not cite out / OR  
B/W #5466642 issued in the amount of \$5,000 for Failure to Appear  
on Citation per PC 853.7

\*\*\*\*\* End of Docket \*\*\*\*\*

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# **Attachment E**

**(Cloverdale Participation & Training in CIT)**



**sonoma county**  
DEPARTMENT OF HEALTH SERVICES  
BEHAVIORAL HEALTH DIVISION

## Behavioral Health Division - Crisis Response Services

Sonoma County Department of Health Services – Behavioral Health Division (BHD) developed a comprehensive response to crisis that may occur in the community. The components include:

- Mobile Support Team (MST)
- Crisis Assessment, Prevention and Education Team for Transitional Age Youth Ages 16-25 (CAPE)
- Community Intervention Program (CIP)
- Crisis Stabilization Unit (CSU)
- Suicide Prevention Crisis Hotline
- Crisis Intervention Training for Law Enforcement (CIT)
- Guidelines for Effective Communication with 911 Dispatch

### **Crisis Stabilization Unit**

Sonoma County Behavioral Health Division continues to operate 24-hour psychiatric emergency mental health services at CSU. CSU is staffed by licensed mental health clinicians, psychiatric nurses, and psychiatrists. CSU provides crisis intervention, medication assessment, stabilization, and information and referral services 24 hours, 7 days a week for adults, children, and families experiencing a mental health crisis.

CSU makes available Crisis Stabilization services providing up to 23 hours supportive care, including medications for individuals in an acute mental health crisis. For those needing a higher level of care, voluntary Crisis Residential services or inpatient hospitalization is arranged.

Services are provided in English and Spanish. For more information about Crisis Stabilization and Crisis Residential Services, contact Teresa “Sid” McColley at [Sid.McColley@sonoma-county.org](mailto:Sid.McColley@sonoma-county.org).

### **Crisis Assessment, Prevention and Education Team for Transitional Age Youth Ages 16-25**

The Crisis, Assessment, Prevention, and Education (CAPE) Team is an early intervention prevention strategy specifically designed to intervene with transitional age youth who are at risk of or are experiencing first onset of mental illness and its multiple issues and risk factors (substance use, trauma, depression, anxiety, self harm, and suicide risk). The CAPE Team is aimed at preventing the occurrence and severity of mental health problems for transitional youth. The CAPE Team is staffed by BHD licensed clinical staff and located in several high schools and at Santa Rosa Junior College to guarantee reaching the largest group of transition age youth (TAY), ages 16 to 25 years, in Sonoma County.

The CAPE Team contains 5 core components:

- **Mobile Response** by licensed staff are available in school-based settings to provide services to TAY at-risk of or experiencing first onset of serious psychiatric illness
- **Training** for selected teachers, faculty, parents, counselors and law enforcement personnel to recognize the warning signs of mental illness and refer to the CAPE Team.
- **Screening and Assessment of at-risk youth** in high schools and colleges.
- **Peer-based services** including youth training and counseling and support groups for at-risk youth and families.
- **Educational Activities** for Faculty, families, and youth, related to mental health education and awareness.

The CAPE Team implementation partners include, National Alliance on Mental Illness (NAMI) – Sonoma County, Santa Rosa Junior College (SRJC), Sonoma County Office of Education, college faculty, school administrators, school teachers,

Sonoma County Department of Health Services – Behavioral Health Division Crisis Response

mental health counselors, health and social service agencies, law enforcement agencies, and community-based organizations. The setting for this project focuses on school based sites. CAPE Team staff participates on the SRJC Crisis Response Team and also work closely with Santa Rosa Police Department–School Resource Officers located in Santa Rosa high schools.

The CAPE Team makes direct referral and linkage to BHD’s Psychiatric Emergency Services and streamlines access to BHD’s follow up services including the range of services offered to minor youth and their family through BHD’s Youth and Family Section and the Transitional Age Youth (TAY) Program to youth ages 18 to 25 years old.

Services are provided in English and Spanish. For more information about the Crisis Assessment, Prevention, and Education Team, contact Karin Sellite at [Karin.Sellite@sonoma-county.org](mailto:Karin.Sellite@sonoma-county.org).

### **Community Intervention Program**

The Community Intervention Program (CIP) provides urgent response to Sonoma County’s most vulnerable populations including, people who are homeless, veteran’s, people with substance use disorders, indigent people and people who are Medi-Cal beneficiaries who recently experienced psychiatric hospitalizations, communities of color, the LBGQT community, geographically isolated communities, and people who come to the attention of law enforcement.

CIP staff is regularly out stationed in the environments where these vulnerable populations congregate, including: homeless service organizations and shelters, substance use disorders treatment programs, low income housing projects, community health centers and the free clinic. CIP staff also responds to calls from law enforcement and family members and loved one of people who are struggling with behavioral health Issues. CIP responds to people in their homes and on the street who are not in immediate crisis, but, if ignored, may require in a crisis response.

Services are available in English and Spanish. For more information about CIP contact, Cruz Cavallo at [Cruz.Cavallo@sonoma-county.org](mailto:Cruz.Cavallo@sonoma-county.org).

### **Crisis Intervention Training for Law Enforcement Personnel**

A key approach for crisis response is to develop strategies to train community members to recognize signs and symptoms of mental illness and how to effectively intervene when a crisis occurs.

In March 2008, the Sonoma County Sheriff’s Department and the BHD conducted the first Crisis Intervention Training (CIT) Academy for Law Enforcement. The 4 day 32 hour training academy is designed to increase officers’ skills to intervene with mental health consumers, individuals with substance use issues, and individuals in crisis.

The CIT Academy is conducted twice each year. The goals of CIT include:

- Ensure the safety of officers and civilians;
- Increase officer understanding of mental illness;
- Improve relationships with the community, particularly with mental health professionals, people with mental illness, and family members.

The CIT for Law Enforcement concept is based on a successful crisis intervention program that began in Memphis, Tennessee. Officers are trained to de-escalate potentially violent situations and ensure the safety and diversion of the mental health consumer to a treatment center.

CIT trains law enforcement officers to become more adept at dealing with mental health consumers, individuals with substance abuse issues, and individuals in crisis. CIT is useful in domestic violence cases and in contacts with youth, elderly citizens, and the general public.

CIT is conducted by specially trained law enforcement personnel, mental health professionals, mental health consumers and family advocates. The training includes identification of types of mental illness, verbal skills for de-escalation of potentially violent situations, specifics on suicide intervention, and a mental health system overview.

To date, CIT Academies have trained hundreds of law enforcement personnel, including officers from Sonoma County Sheriff's Department and police departments from Santa Rosa, Petaluma, Cotati, Sonoma Valley, Sebastopol, Cloverdale, Windsor, Healdsburg, and Santa Rosa Junior College.

For more information about the Crisis Intervention Training, contact Teresa "Sid" McColley at [Sid.McColley@sonoma-county.org](mailto:Sid.McColley@sonoma-county.org)

### **Mobile Support Team**

In December 2010, Sonoma County Board of Supervisors approved the implementation of a Mobile Support Team (MST). The MST is the second phase to the Crisis Intervention Training Model. After training, the CIT Model promotes a specialized field response once a crisis occurs.

The MST is operated by BHD and will be staffed by specially trained licensed behavioral health professionals, post-graduate registered interns, a certified substance use specialist and follow up response from consumers and family members. The MST will operate during peak activity hours and days as informed by ongoing data review and coordination with law enforcement agencies.

MST staff will respond to law enforcement requests. Once the scene of the scene is secured, the MST provide mental health and substance use disorders interventions to individuals experiencing a behavioral health crisis, including assessment, and placing the individual on an involuntary hold, if needed. MST staff provides crisis intervention, support and referrals to medical and social services as needed. Staff also conducts follow up support visits to individuals and their families in an effort to mitigate future crisis.

Services are provided in English and Spanish. For more information about the Mobile Support Team, contact Karin Sellite at [Karin.Sellite@sonoma-county.org](mailto:Karin.Sellite@sonoma-county.org).

### **Guidelines for Effective Communication with 911 Dispatch**

In October 2010, MH/AOD published *Guidelines for Effective Communication with 911 Dispatch*. This brochure was developed by MH/AOD community partners in an effort to provide family members and loved ones with language to communicate to law enforcement officers that a mental health crisis was in progress.

The brochure provides a variety of scripts that communicate the severity and the circumstances of the mental health crisis. It assists the user to communicate important information about the person experiencing the mental health crisis. It informs the caller how to call and how to ask for assistance. It also prepares the caller with information about the law, their rights, and how the officers might respond.

The goal of *Guidelines for Effective Communication with 911 Dispatch* is to prepare both law enforcement and family members for responding to a mental health crisis in hopes of increasing public safety and decreasing poor outcomes.

For more information about *Guidelines for Effective Communication with 911 Dispatch*, contact Susan Castillo at [Susan.Castillo@sonoma-county.org](mailto:Susan.Castillo@sonoma-county.org).

### **Suicide Prevention Crisis Hotline – North Bay Suicide Prevention Program (NBSPP)**

Funded by Proposition 63 – Mental Health Services Act, NBSPP expands Family Services Agency -Marin accredited 24/7 Suicide Prevention Crisis Hotline to four North Bay counties, including Sonoma.

Sonoma County residents have direct access to immediate, confidential, high quality and effective services provided by the Hotline staff by calling 1-855-587-6373. For more information about the North Bay Suicide Prevention Hotline of Sonoma County, contact Amy Faulstich at [Amy.Faulstich@sonoma-county.org](mailto:Amy.Faulstich@sonoma-county.org).



**City Council**  
**Agenda Item Summary**

Agenda Item: 10  
Meeting Date: June 28, 2016

|                                  |  |
|----------------------------------|--|
| <b>Agenda Section</b><br>Consent | <b>Staff Contact</b><br>Vanessa Apodaca, Interim City Engineer |
|----------------------------------|--|

**Agenda Item Title**

Biosolids Removal Project: Consideration of Resolution No.048-2016, Awarding and Authorizing the City Manager to Sign a Contract with Pipe and Plant Solutions, Inc. in the amount of \$524,365 for Biosolids Removal and approval of the overall project budget for this project.

**Summary**

The City’s Wastewater Treatment Plant (WWTP) utilizes a series of ponds for wastewater treatment. The ponds are operated in series with the third pond being designed and operated to promote the settling of stabilized wastewater treatment solids (biosolids). Biosolids accumulate in this pond slowly over a number of years and disposal is not a necessary part of annual operations. However, the volume of accumulated biosolids has now reached the point where it takes up a significant portion of the third pond and is affecting treatment performance. The last time that biosolids were removed from this pond was approximately four years ago.

The WWTP does not have facilities to process or dispose of the accumulated biosolids. Consequently, the City needs to contract to have the accumulated biosolids removed from the pond, dewatered, and hauled away to a reuse or disposal site. Pipe and Plant Solutions indicated that the biosolids would be removed via dredge, similar to what was anticipated in the project design. Deferring this work will eventually lead to violations of the WWTP NPDES permit and fines from the State. All wastewater biosolids handling and disposal must be conducted in accordance with federal, State and local laws and regulations.

To address the issue, the City hired Brelje and Race Consulting Engineers to prepare an Assessment Report and Bid Documents and provide Construction Management Services for the Wastewater Treatment Plant Biosolids Removal Project (Project). The Assessment Report included estimating the amount of biosolids built up in the pond, analyzing the substance to determine disposal options, and recommending solids removal alternatives. The Assessment Report concluded there was approximately 485 dry tons of biosolids in Pond 3 to be removed, and that the solids are Class B, which means they could be disposed of by land applying and mixing into the soil. Brelje and Race prepared construction documents and the project was advertised for bids in accordance with the requirements of the California Public Contract Code and applicable requirements of Chapter 3.12 of the Cloverdale Municipal Code and on June 9, 2016 bids were opened. Per the bid documents, the award of the contract is to be based on the lowest responsive and responsible bid received. At the bid opening two bids were received as follows:

- Pipe and Plant Solutions, Inc.: \$524,365
- Synagro, Inc.: \$535,080

The engineer’s estimate for the bid on the overall project is \$527,875.

Based on information received, Brelje and Race has examined the bid submitted by Pipe and Plant Solutions and found it to be in conformance with the requirements of the bid documents. References from EBMUD and City of San Jose were positive in regards to Pipe and Plant Solutions' ability to do the work as well as their dealings with this contractor. Based on the bids received and in accordance with the Public Contract Code requirements, staff is recommending that Council authorize award of the Biosolids Removal Project to Pipe and Plant Solutions, Inc. based on their low bid price of \$524,365.

Schedule of Construction

It is anticipated that biosolids removal will begin in mid-July and the work will be completed within 60 working days.

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**Options**

1. Approve Resolution authorizing the City Manager to sign a construction contract with Pipe and Plant Solutions, Inc. for the Biosolids Removal Project based on their submittal of a bid of \$524,365, approving a budget of \$597,875, and allowing the City Manager to execute any change orders in accordance with project documents so long as the total project cost does not exceed total funding
2. Decline Resolution authorizing the City Manager to sign a construction contract with Pipe and Plant Solutions and reject all bids received for the Biosolids Removal Project.

---

**Budget/Financial Impact**

Based on the bid received by Pipe and Plant Solutions, the following is the recommended overall budget for this project:

|  |                     |
|--|---------------------|
| Construction   | \$524,365.00        |
| Estimated Construction Management/Inspection/Testing | \$ 21,010.00        |
| Construction Contingency (10%)                       | <u>\$ 52,500.00</u> |
| Total Estimated Construction Budget                  | \$ 597,875.00       |

The proposed construction contract will be funded through the Wastewater Fund.

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**Subcommittee Recommendation**

N/A

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**Recommended Council Action**

Move to approve Resolution No. 048-2016 awarding a construction contract with Pipe and Plant Solutions, Inc. for the Biosolids Removal Project in the amount of \$524,365, and authorizing the City Manager to execute the contract and any change orders in accordance with project documents so long as the total project cost does not exceed total funding, and establishing a budget of \$597,875 for the project.

**Attachments:**

1. Draft Resolution No. 048-2016 Awarding Construction Contract, authorizing the City Manager to execute the contract and any change orders in accordance with project documents, and establishing a budget of \$597,875 for the project.

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**cc:**

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 048-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE  
AWARDING AND AUTHORIZING THE CITY MANAGER TO SIGN  
A CONTRACT WITH PIPE AND PLANT SOLUTIONS, INC FOR THE WASTEWATER TREATMENT PLANT  
BIOSOLIDS REMOVAL PROJECT**

**WHEREAS**, a bid package for biosolids removal for the Pond 3 Biosolids Removal Project (“Project”) was completed and the project was noticed for public bidding in accordance with California Public Contract Code Section 20162 and other applicable law; and

**WHEREAS**, bids for the project were opened on June 9, 2016 in accordance with California Public Contract Code Section 4104.5, and other applicable laws; and

**WHEREAS**, two bids were received and the lowest responsive bid was from Pipe and Plant Solutions in the amount of \$524,365; and

**WHEREAS**, the design consultant has verified that Pipe and Plant Solutions, Inc.’s bid satisfies the bidding requirements for the Project; and

**WHEREAS**, the design consultant has verified that Pipe and Plant Solutions, Inc. possesses a valid California Contractor’s License, Class A, as required to qualify to perform the project; and

**WHEREAS**, the Project is Categorically Exempt from CEQA under Section 15301 Existing Facilities of Title 14 of the California Code of Regulations which allows for the operation and maintenance of existing public facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CLOVERDALE AS FOLLOWS:**

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Cloverdale.
2. In accordance with the Purchasing Ordinance and California Public Contract Code Section 20160 *et seq.*, and other applicable laws, the City Council of the City of Cloverdale hereby finds the bid of Pipe and Plant Solutions for the Project to be the lowest, responsive bid and waives any irregularities in such bid in accordance with applicable law.
3. The contract for the Project is hereby awarded to Pipe and Plant Solutions in the amount of \$524,365, conditioned on Pipe and Plant Solution’s timely executing the Project contract and submitting all required documents, including, but not limited to, executed bonds/surety, certificates of insurance, and endorsements, in accordance with the Project bid documents.
4. The City Manager is hereby authorized and directed to execute upon submission by Pipe and Plant Solutions, all documents required pursuant to the Project bid documents for performance of the Project.
5. The City Manager is hereby authorized to execute any change orders in accordance with project documents so long as the total project cost does not exceed total funding.
6. City staff is hereby directed to issue a notice of award to Pipe and Plant Solutions, Inc.
7. The overall budget for the Project will be established at \$597,875.

8. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Cloverdale hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

It is hereby certified that the foregoing Resolution No. 048-2016, was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 28th day of June, 2016, by the following vote:

AYES in favor of:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

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MaryAnn Brigham, Mayor

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Linda Moore, Deputy City Clerk



**City Council**  
**Agenda Item Summary**

Agenda Item: 11  
Meeting Date: June 28, 2016

**Agenda Section**

Consent

**Staff Contact**

Paul Cayler, City Manager/City Clerk

**Agenda Item Title**

Consideration of Resolution No. 049-2016, Calling for a General Municipal Election to Be Held on November 8, 2016, for the Election of Two Members of the City Council, Requesting the Sonoma County Board of Supervisors to Consolidate the General Election with the Statewide Election to Be Held on November 8, 2016, and Authorizing the Sonoma County Registrar of Voters to Conduct and Canvass the Results of the General Municipal Election.

**Summary**

A General Municipal Election will be held on November 8, 2016 to elect two (2) members to the Cloverdale City Council. Their terms are due to expire at the end of this year; both are for four (4) year terms. Per the State of California Elections Code § 10220 and § 10224, candidates may take out and return nomination papers between Monday, July 18, 2016 and Friday August 12, 2016. If an incumbent does not return his/her nomination papers by this deadline, the nomination period will be extended to Wednesday, August 17, 2016 for non-incumbents. The City Clerk, acting as the City’s Elections Official, will issue and receive all related nomination papers (Elections Code § 10227). The Deputy City Clerk may also perform this duty.

The purpose of this agenda item is to request the County Board of Supervisors to consolidate the General Municipal Election with the Statewide General Election. This would allow the County to conduct the election and canvass the results as provided by law.

**Options**

The City may consolidate its election with the County’s election, or it may conduct its own election. If the City chooses a stand-alone election, it will be responsible for all costs for the Voter’s Pamphlet, polling places, etc. If the City chooses a consolidated election, it will bear a pro-rated share of the costs of conducting the election.

**Budget/Financial Impact**

Sonoma County estimates that the cost for each jurisdiction participating in the 2016 consolidated General Election will be \$1.75 – \$2.30 per registered voter for Council member positions, with a total estimated range of \$7,140 – \$9,384. The estimated cost for City ballot measures will be \$.60 - \$1.50 per registered voter. The City does not anticipate having any local measures on the November 2016 ballot. The City’s share of the November 2014 election came to \$6,785. Costs of the election are borne by the City’s General Fund.

**Subcommittee Recommendation**

N/A

**Recommended Council Action**

Move to approve by title only Resolution No. xxx-2016 Calling for a General Municipal Election to Be Held on November 8, 2016 for the Election of Two Members of the City Council, Requesting the Sonoma County Board of Supervisors to Consolidate the General Election with the Statewide Election to Be Held on November 8, 2016, and Authorizing the Sonoma County Registrar of Voters to Conduct and Canvass the Results of the General Municipal Election.

**Attachments:**

- 1. Resolution No. 049-2016

**cc:**

**RESOLUTION NO. 049-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE  
CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON  
NOVEMBER 8, 2016, FOR THE ELECTION OF TWO (2) MEMBERS OF THE CITY  
COUNCIL, REQUESTING THAT THE SONOMA COUNTY BOARD OF  
SUPERVISORS CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH  
THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016  
AND AUTHORIZING THE SONOMA COUNTY REGISTRAR OF VOTERS CONDUCT  
AND CANVASS THE RESULTS OF THE GENERAL MUNICIPAL ELECTION**

**WHEREAS**, under the provisions of the laws relating to general law cities in the State of California, a Municipal Election shall be held on November 8, 2016, for the election of two (2) members of the City Council; and

**WHEREAS**, Elections Code Section 10400 provides that the City Council may request that the County Board of Supervisors consolidate said General Municipal Election with the statewide general election; and

**WHEREAS**, pursuant to the provisions of Sections 10400, 10402 and 10403 of the Elections Code of the State of California, it is in the best public interests of the City to consolidate the City of Cloverdale General Municipal Election with the Statewide Election to be held on November 8, 2016; and

**WHEREAS**, the terms of two (2) members of the City Council will expire and the positions must be filled; and

**WHEREAS**, Elections Code Section 12109 provides that the governing body of the City of Cloverdale shall give notice of the designation of a central counting place for the voted ballots of the Cloverdale General Municipal Election.

**NOW, THEREFORE, BE IT RESOLVED THAT**

1. The foregoing recitals are true and correct and are hereby adopted; and
2. The City Council of the City of Cloverdale hereby calls for a General Municipal Election to be held on Tuesday, November 8, 2016; and
3. Pursuant to California Elections Code Section 10400, 10402, and 10403, it is in the best public interest to consolidate the Cloverdale General Municipal Election with the Statewide Election to be held on November 8, 2016.

**NOW, THEREFORE, IT IS FURTHER RESOLVED:**

1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of Sonoma County is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of the election of two (2) members of the City Council for the term of office of four (4) years.
2. That the Sonoma County Registrar of Voters is authorized to conduct and canvass the results of the General Municipal Election. That the County Registrar of Voters of Sonoma County is authorized to specify the location for the tally of ballots and certify the results to the City Clerk of the City of Cloverdale. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.
3. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.
4. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Sonoma and enter this resolution into the book of original resolutions.
5. That the City Manager is authorized and directed to compensate the County for the cost of conducting the General Municipal Election for the City.

It is hereby certified that the foregoing Resolution No. 049-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 28<sup>th</sup> day of June, 2016, by the following roll call vote: (Ayes-; Noes-).

Ayes:  
Noes:  
Absent:  
Recuse:

APPROVED:

ATTESTED:

\_\_\_\_\_  
MaryAnn Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

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**City Council**  
**Agenda Item Summary**

Agenda Item: 12  
Meeting Date: June 28, 2016

|                                  |  |
|----------------------------------|--|
| <b>Agenda Section</b><br>Consent | <b>Staff Contact</b><br>Paul Cayler, City Manager/City Clerk |
|----------------------------------|--|

**Agenda Item Title**  
 Consideration of Resolution No. 050-2016 Requiring each Candidate Filing a Candidate Statement of Qualifications to Pay the Full Cost, Including Payment in Advance to the Local Agency an Estimated Pro Rata Share, as a Condition of Having His or Her Statement Included in the Voter's Pamphlet

**Summary**  
 In preparation of the materials and Election Pamphlet for the November 8, 2016, General Election, staff recommends consideration and adoption of a resolution requiring each candidate to pay the full cost of his/her Candidate's Statement of Qualifications (SOQ) as determined by the Sonoma County Registrar of Voters. This is a continuation of past practice, which ensures that the general public is not subsidizing the costs of an individual candidate. There are provisions in the State Elections Code if a candidate alleges to be indigent and cannot pay in advance.  
 Per the County, the estimated cost for printing and distributing an SOQ in English is \$241. If the candidate chooses to have the SOQ printed and distributed in both English and Spanish, the estimated cost is \$582. The pages of the Voter's Pamphlet are divided into four sections, i.e., ¼ page. These estimates are based on an SOQ being one (for English only) or two (for English and Spanish) sections of a page. Actual costs could be significantly higher if there are not enough SOQs to fill a full page.  
 A deposit of \$241 or \$582 respectively is to be paid at the time the SOQ is filed with the City Clerk. If the costs are less than estimated, a refund would be made when the actual costs are ascertained. If costs exceed the County's estimate, the City would bill the candidate for the overage.  
 Draft Resolution No. xxx-2016 would charge the candidate for the costs of producing and distributing his/her SOQ in the voter's pamphlet.

**Options**  
 Adopt the draft Resolution, allowing the City to recover the costs charged by the County for producing and distributing a candidate's SOQ. If a Resolution is not approved, the City would not be able to recover the costs and the costs would therefore be borne by the general public via the City's General Fund.

**Budget/Financial Impact**  
 Adoption of the resolution will result in cost recovery, ensuring that each candidate is fiscally responsible for the costs associated with printing and distributing his/her SOQ.

**Subcommittee Recommendation**  
 N/A

**Recommended Council Action**  
 Move to approve by title only Resolution No. 050-2016 Requiring each Candidate Filing a Candidate Statement of Qualifications to Pay the Full Cost, Including Payment in Advance to the Local Agency an Estimated Pro Rata Share, as a Condition of Having His or Her Statement Included in the Voter's Pamphlet.

**Attachments:**  
 1. Resolution No. 050-2016

cc:

**RESOLUTION NO. 050-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE  
ESTABLISHING ESTIMATED COSTS FOR PRINTING, HANDLING, TRANSLATING AND  
MAILING THE CANDIDATES' STATEMENTS FILED PURSUANT TO RESOLUTION 027-  
2012 FOR THE CONSOLIDATED GENERAL ELECTION TO BE HELD IN THE CITY OF  
CLOVERDALE ON NOVEMBER 8, 2016**

**WHEREAS**, Section 13307(c) of the California Elections Code provides that the City may estimate the total cost of printing, handling, translating and mailing Candidates' Statements for nonpartisan elective office, and may require each candidate filing a statement to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet; and

**WHEREAS**, the City of Cloverdale and the Sonoma County Board of Supervisors have authorized the County of Sonoma to conduct the Consolidated General Election in the City of Cloverdale on November 8, 2016 and the City of Cloverdale has agreed to pay its pro rata share of the costs of such election; and

**WHEREAS**, the County of Sonoma has provided an estimate of costs for the printing, handling, translating and mailing of candidates' statements on the November 8, 2016, ballot for English only and English/Spanish; and

**WHEREAS**, Resolution No. 027-2012, of the City of Cloverdale requires candidates to pay such costs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cloverdale, that candidates for the office of Councilmember in the City of Cloverdale shall pay to the City of Cloverdale the following estimated costs for printing, handling, translating and mailing candidates' statements for the Consolidated General Election to be held on November 8, 2016:

|                     |                |          |
|---------------------|----------------|----------|
| English only        | Total Estimate | \$241.00 |
| English and Spanish | Total Estimate | \$582.00 |

**BE IT FURTHER RESOLVED** that the City of Cloverdale is authorized, pursuant to Elections Code Section 13307(c), to bill any candidate for the cost of printing his/her statement for additional actual expense of printing and to refund any excess amount collected from such candidate, depending on the final actual cost.

It is hereby certified that the foregoing Resolution No. 050-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 28<sup>th</sup> day of June, 2016, by the following roll call vote: (Ayes-; Noes-).

Ayes:  
Noes:  
Absent:  
Recuse:

APPROVED:

ATTESTED:

\_\_\_\_\_  
MaryAnn Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk



**City Council/Successor Agency  
Agenda Item Summary**

Agenda Item: 13  
Meeting Date: June 28, 2016

|                                  |  |
|----------------------------------|--|
| <b>Agenda Section</b><br>Regular | <b>Staff Contact</b><br>David Kelley, Assistant City Manager / Community Dev. Dir. |
|----------------------------------|--|

**Agenda Item Title**

Action on a Minute Order of the City Council of the City of Cloverdale Authorizing the Mayor to sign a letter addressed to the Metropolitan Transportation Commission (MTC) in support of inclusion of the SMART Phase 3 Project in Plan Bay Area 2040

**Summary**

The SMART Phase 3 project consists of rail passenger and freight rail improvements to the existing rail line from the Sonoma County Airport to the City of Cloverdale’s train station. The proposed project is vital to the extension of SMART train service to the City of Cloverdale. The MTC is the transportation planning, and financing agency for the nine-County San Francisco Bay Area (“Bay Area”) including Sonoma County. MTC functions as the Bay Area’s regional transportation agency and metropolitan planning organization and is responsible for preparing the Regional Transportation Plan (RTP) for the Bay Area. The RTP is a long-range plan identifying strategies and investments for maintenance, management and improvements of the region’s transportation systems. MTC is currently updating the regional’s RTP referred to as Plan Bay Area 2040.

Smart General Manager Farhad Mansourian sent a letter (Attachment 1) to MTC dated June 10, 2016 detailing a compelling case for inclusion of the SMART Phase 3 Project in Play Bay Area 2040. The City Council requested staff to prepare a letter for the Mayor’s signature in support of the inclusion of the SMART Phase 3 Project in Plan Bay Area 2040. Attached is a Letter of Support to the MTC in support of inclusion of the SMART Phase 3 Project in Plan Bay Area 2040 (Attachment 2).

**Options**

1.) Authorize the Mayor to Sign a Letter of Support to the MTC in support of inclusion of the SMART Phase 3 Project in Plan Bay Area 2040; 2) Reject the proposed letter of support to the MTC in support of inclusion of the SMART Phase 3 Project in Plan Bay Area 2040; or 3) Revise the proposed letter of support to the MTC in support of inclusion of the SMART Phase 3 Project in Plan Bay Area 2040 and authorize the Mayor to sign the revised letter of support.

**Budget/Financial Impact**

None.

**Subcommittee Recommendation**

None.

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**Recommended Council Action**

The Assistant City Manager recommends the following City Council minute order: “The Cloverdale City Council authorizes Mayor Brigham to sign a letter of support to the Metropolitan Transportation Commission in support of inclusion of the SMART Phase 3 Project in Plan Bay Area 2040.”

---

**Attachments:**

1. SMART letter to MTC dated June 10, 2016
  2. Draft Letter of Support to MTC for the inclusion of the SMART Phase 3 Project in Plan Bay Area 2040
- 

**cc:**



Judy Arnold, Chair  
Marin County Board of Supervisors

Barbara Pahre, Vice Chair  
Golden Gate Bridge,  
Highway/Transportation District

Jim Eddie  
Golden Gate Bridge,  
Highway/Transportation District

Debora Fudge  
Sonoma County Mayors and  
Councilmembers Association

Eric Lucan  
Transportation Authority of Marin

Jake Mackenzie  
Sonoma Mayors and Councilmembers  
Association

Stephanie Moulton-Peters  
Marin Council of Mayors and  
Councilmembers

Gary Phillips  
Transportation Authority of Marin

David Rabbitt  
Sonoma County Board of Supervisors

Carol Russell  
Sonoma Mayors and Councilmembers  
Association

Kathrin Sears  
Marin County Board of Supervisors

Shirlee Zane  
Sonoma County Board of Supervisors

Farhad Mansourian  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
www.sonomamarintrain.org

June 10, 2016

Steve Heminger  
Executive Director  
Metropolitan Transportation Commission  
Bay Area Metro Center  
375 Beale Street, Suite 800  
San Francisco, CA 94105-2066

RE: Plan Bay Area – SMART Phase 3 Compelling Case

Dear Mr. Heminger,

We have been informed by your staff that the project performance assessment process undertaken to evaluate Plan Bay Area 2040 project submittals has resulted in SMART's Phase 3 rail extension project north from Sonoma County Airport to Cloverdale receiving a benefit/cost ratio of "less than one" through a travel model evaluation of benefits. The SMART Phase 3 project will include passenger and freight rail improvements from Sonoma County Airport, through Windsor, Healdsburg and to Cloverdale, a distance of over 24 miles. The project is proposed to be included as fully funded within the financially constrained Sonoma County Transportation Authority Comprehensive Transportation Plan.

SMART staff has discussed with MTC staff the need to detail a compelling case for inclusion of the SMART Phase 3 project in Plan Bay Area 2040. MTC staff has encouraged SMART to focus on Category 2 (Federal Requirements) Compelling Case Criteria, in particular that the project "improves transportation mobility in communities of concern". It is worth noting, however, that Category 1 (Benefits Not Captured by the Travel Model) Compelling Case criteria apply to the SMART Phase 3 project, such as the project supporting interregional and recreational corridor trips, including connections to the Sonoma County Airport with most ridership growth from north of the Airport, and the project providing significant goods movement benefits.

**Regional Communities of Concern**

The SMART Phase 3 project will benefit several communities of concern, some regionally defined and others locally defined. As the SMART project will provide transit connections at a regional scale in both the northbound and southbound directions, it will serve to connect workers to jobs along the entire corridor. The MTC community of concern that will directly benefit from the project is the Roseland Community in Southwest Santa Rosa, a community like Santa Rosa as a whole, which increasingly provides affordable housing stock

for people who work in areas such as Healdsburg with less affordable housing availability. The practice is beginning of rural communities facing shortages of affordable housing bussing workers from Santa Rosa in to work. Calistoga is initiating such a vanpool service starting June 13<sup>th</sup> and their success may influence others. As an example of the mismatch between available housing stock and workforce needs, the City of Healdsburg has a median home sale price of \$825,882 for May 2016, up 18% over last year. Of the 5,964 jobs in Healdsburg, only 18% are held by local residents with an equal number of workers coming from Santa Rosa (18%), 13% coming from Windsor area and 5% coming from Cloverdale. Within Healdsburg is a neighborhood that was the subject of an MTC-funded Community Based Transportation Plan in 2009, based on its designation at the time as a regional community of concern. The study area population was 35% persons in poverty and 35% Hispanic. Needs identified by the community included more express transit and more frequent transit service between Healdsburg and Santa Rosa. The SMART Phase 3 project would support such services.

### **Federally Recognized Tribes**

The North Bay is the only part of the Bay Area that is home to a number of Federally-recognized Tribes. These Tribes (Cloverdale Rancheria, Dry Creek Rancheria, Federated Indians of Graton Rancheria, Lytton Rancheria, and Stewarts Point Rancheria) have a range of economic interests and transportation needs across the SMART corridor. The Tribes are actively engaged in creating jobs and economic opportunity as well as health care and support services for Tribal members. The Federated Indians of Graton Rancheria, for example, provides support services for 1,300 Tribal members including housing services, operating a Tribal Youth Mentoring Program, administering housing services and administering the Tribal Temporary Assistance for Needy Families (TANF) of Sonoma and Marin for 100 low income families. The Graton Casino and Resort opened in Rohnert Park in November 2013 and quickly became one of the largest employers in the North Bay with over 2,500 new workers. A resort hotel at that site is scheduled to open in late 2016, supporting even more jobs. Tribal offices and service programs as well as the casino are accessible from the Rohnert Park SMART Station. Local bus public transit serves the casino and Tribal leaders are examining future shuttle connectivity between SMART and the casino for employees as well as clientele. In addition, the Federally-recognized Tribes of the North Bay have designated the Sonoma County Indian Health Project (SCIHP), located in Santa Rosa, as a Tribal Organization. The multi-million dollar health care facility, in relationship with the California Rural Indian Health Board, is a subcontractor with the federal government and performs the functions of the Indian Health Service for 5,500 Tribal members throughout the assigned service area. The State reports this facility had the fourth highest service population in the state (2012). The SCIHP facility in Santa Rosa is 1.5 miles from the Santa Rosa Railroad Square SMART Station, with convenient local bus connectivity or the paved pedestrian pathway, the Santa Rosa Creek Trail, as multi-modal travel options. Within the immediate area of the SMART Phase 3 stations, several recent developments have taken place. The Cloverdale Rancheria of Pomo Indians has received federal approval to take 62 acres of land into trust within ¼ mile of the SMART Cloverdale Station site and has plans for the property including a potential casino and resort. Additionally, the Lytton Rancheria Band of Pomo Indians owns more than 500 acres of land within a mile of the SMART Windsor Station that it is seeking to take into federal trust to build residences, a hotel and winery.

### **Other Vulnerable Populations**

Existing transit riders through Northern Sonoma County and Mendocino County, located 3-miles north of Cloverdale, are some of the more economically vulnerable transit riders in the Bay Area. It is worth noting that the Cloverdale School District, with 1,300 students is 54% Hispanic and 62% low income. The 2012 Sonoma County Transit Passenger Survey found that over two-thirds of Sonoma County Transit trips are made by riders that are transit dependent, as indicated by 70% not having a driver's license, and 35% indicating that they do not have any drivable vehicles available to their household. Of respondents, 57% had a household income under \$25,000, with another 25% of respondents having a household income from \$25,000-\$50,000. With the Cloverdale to Downtown Santa Rosa trip taking over 97 minutes by bus and only 37 minutes by train, the SMART Phase 3 project will provide a more efficient and express service than the current condition for the region's transit dependent populations. For transit riders on other systems,

including Mendocino Transit Authority and the Veterans Administration bus services, access to Santa Rosa's Airport Area jobs and the new Veterans Administration Clinic services located there, are vital. The US Department of Veterans Affairs moved the Santa Rosa VA Outpatient Clinic from another Santa Rosa location to the Sonoma County Airport Boulevard area in 2009. In 2012 the Santa Rosa VA Clinic found a need to begin a project to expand its 22,000 square feet of space by nearly 30% to accommodate rapidly growing demand. In 2012 the clinic saw more than 7,500 patients, up from 5,000 in 2009. The clinic serves Sonoma County's 34,000 veterans as well as some of Marin County's 16,000 veterans and clinic clientele frequently travel to the Santa Rosa VA Clinic because of the specialty services offered. The Veterans Administration also operates the North Bay Vet Center in Rohnert Park to assist with job and housing and other support services. Each of these veteran support facilities draws from a regional clientele and each are located within ½ mile of a SMART Station.

### Phase Strategy

Should the Category 2 Compelling Case Criteria referenced above be found insufficient for your purposes, and to ensure that SMART has the ability to proceed with seeking resources to complete the SMART Phase 3 project within the four year life of this Plan Bay Area update, we propose the below SMART rail scenario that would allow for the most practical implementation path forward for this phase:

- SMART Passenger Rail = \$74m in 2018 dollars (YOE), includes PTC
  1. Airport to Windsor (w/o freight components) = \$31.2m
  2. Windsor to Healdsburg south of bridge with station = \$42.8 m
  3. O&M dependent on service levels, estimated at \$25.8m through 2040
- Freight projects = \$30m in 2019 dollars
  1. Double track Airport to Aviation = \$5 m
  2. Healdsburg Russian River Bridge = \$25 m
  3. O&M by freight private parties
- Passenger and Freight rail Healdsburg to Cloverdale = \$15 million
  1. Conduct Environmental Studies/Preliminary Design for rail from Healdsburg to Cloverdale.

We look forward to your continued partnership as we connect the rural agricultural communities located along the 24 miles of our tracks north of our Phase 1 project with the Bay Area.

Thank you for the opportunity to comment.

Sincerely,



Farhad Mansourian  
General Manager

Cc: SMART Board of Directors  
Commissioner Steve Kinsey  
Commissioner Jake Mackenzie  
Suzanne Smith, Executive Director, Sonoma County Transportation Authority



June 28, 2016

Metropolitan Transportation Commission  
Attn: Stem Heminger, Executive Director  
375 Beal Street, Suite 800  
San Francisco, CA 94105-2066

Re: Plan Bay Area 2040 – SMART Phase 3 Compelling Case

Dear Mr Heminger:

The City of Cloverdale is writing to express support for including Sonoma-Marin Area Rail Transit's (SMART's) Phase 3 rail extension project north from Sonoma County Airport to the existing Cloverdale train station in Plan Bay Area 2040. SMART's Phase 3 rail extension projects will include passenger and freight rail improvements along a 24 mile stretch of rail from the Sonoma County Airport through the Town of Windsor, City of Healdsburg and the City of Cloverdale.

SMART's Phase 3 rail extension project will reinforce land use and transportation integration in the San Francisco Bay Area per Senate Bill 375, assist the Bay Area region including Sonoma County attain GHG emission reduction targets and will address key goals of Plan Ara 2040 including:

- Climate Protection
- Preservation of Open Space
- Transportation System Effectiveness
- Equitable Access
- Economic Vitality

SMART's Phase 3 rail extension project addresses both Category 1 (Benefits not captured by the Travel Model) Compelling Case Criteria in that the projects supports interregional or recreational corridor and provides access to international airports via connections to the Sonoma County Airport. In addition, the project supports Category 2 (Federal Requirements) Compelling Case Criteria by providing a cost-effective means of reducing CO<sub>2</sub>, PM, or ozone precursor emissions and improving transportation mobility/reduces air toxics and PM emissions in communities of concern such as the City of Cloverdale.

The City of Cloverdale sincerely believes that SMART's Phase 3 rail extension project addresses MTC's Compelling Case criteria and requests that MTC incorporate this project into the preferred scenario in Plan Bay Area 2040.

The City of Cloverdale looks forward to working with our partners including SMART, MTC and the Association of Bay Area Governments on the development of a long range plan to improve the region's transportation network and do our part to reduce GHG emissions.

Sincerely,

Mary Ann Brigham  
Mayor

cc: Farhad Mansourian, SMART General Manager



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Western-Pacific Region  
Airports Division

San Francisco Airports District Office  
1000 Marina Boulevard, Suite 220  
Brisbane, CA 94005-1835

June 7, 2016

Mr. Paul Cayler  
City Manager  
124 North Cloverdale Blvd.  
Cloverdale, 95425

CITY OF CLOVERDALE  
RECEIVED

JUN 13 2016

Dear Mr. Cayler,

RE: Federal Aviation Administration (FAA) requirements for closure of airport;  
Cloverdale Municipal Airport (O60)

The San Francisco Airports District Office (SFO-ADO) notified the City of Cloverdale (City), on February 22, 2016, of the FAA's concern with the City's proposed closure of the Cloverdale Municipal Airport. The notification letter was sent to the City after the SFO-ADO was made aware of a local Cloverdale City Council 3-2 vote to close the Cloverdale Municipal Airport, based on an adjacent land development proposal by Laulima Development LLC. The City of Cloverdale has acknowledged our letter, but subsequently has requested further information on the process for closure of the airport.

It is the responsibility of the SFO-ADO to review any requests for airport closure and complete release from all legal obligations created by the Grant Agreements. The SFO-ADO weighs the pros and cons of a proposed airport closure and the effect of the closure on civil aviation. Additional important considerations include: the future potential of the airport; the current capacity of the airport; the interests of aeronautical users and service providers; the response of the Caltrans Aeronautics Division; and the impact on local, regional and national aviation needs.

The Cloverdale Municipal Airport is in the *National Plan of Integrated Airport Systems (NPIAS)*, as a public-use airport facility, intended to serve the needs of general aviation users. The airport currently has 17 validated based aircraft and has approximately 10,900 annual operations. The Draft Exhibit "A" Airport Property Map depicts a total of 176.2 acres of dedicated airport property, with an additional 87 acres in dedicated easements. The FAA has supported the Cloverdale Municipal Airport with **\$1,959,127** in *Airport Improvement Program (AIP)* funding for airport development and planning projects.

Before any action is taken to close a federally obligated airport, FAA must evaluate the justification for the closure and determine if there is a net benefit to civil aviation. If the City desires to move forward with a request to close the airport, the following documentation will need to be included:

1. An official letter signed by a duly authorized City official with a request to close the airport and a complete release from all federal airport obligations.
2. Provide list of all legally obligating agreement(s) with the United States, this includes Grant Agreements.
3. Reason for requesting the release and airport closure.
  - a. Benefits to civil aviation should be cited as justification for the airport closure. Also explain how the closure will not be detrimental to civil aviation. Local economic interests, such as economic development or enhanced tax revenues, do not constitute a benefit to civil aviation, although they may be viewed positively by City officials.
4. The facts and circumstances that justify the request.
5. The unamortized value of grant improvements. Also address payback of federal investment and useful life of federally funded airport infrastructure.
6. The present condition and present use of all dedicated airport property and facilities involved.
7. Provide a list of current tenants and number of active leases on the airport.
8. Address current tenant investments at the airport.
9. Provide description and costs of impacts to future displaced airport tenants. How will the City compensate tenants and users whose airport interests have not expired?
10. A description of how the sponsor acquired or obtained the 176.2 acres of dedicated airport property and 87 acres of dedicated easements. Identification of non-federal deed restrictions and/or non-federal encumbrances on the property.
11. Provide plan on how to address disposal of the land.
12. A current appraisal indicating *Fair Market Value (FMV)* of the airport property. The appraisal must be conducted by an experienced state certified appraiser.
13. Factors affecting the airport's potential future development: traffic growth or loss; the financial forecast for the airport; the ability of the City to manage, preserve and develop the airport.
14. Describe airports that can absorb air traffic in the local geographical area.

15. The expected use or disposition of the property or facilities and proceeds.
16. The requirements of state or local law that might have an impact on the closure
17. Net Proceeds expected from the disposal of the property. The balance remaining in airport revenue accounts.
18. Financial and Implementation Plan for the proposed development project.
19. The plan must include the process for the administration of funds, provisions for accommodating existing tenants and a timetable for completion.

Once the information is received, the SFO-ADO, along with the Regional Office and Office of Airports, will begin a thorough review and analysis of the closure request. I hope this information provides greater clarity for the City on what information is needed by FAA when proposing the closure of an airport.

Sincerely,



James W. Lomen  
Manager, San Francisco Airports District Office

cc: Robert Y. Lee, FAA Compliance Specialist  
CALTRANS Aeronautics Division  
ATO Planning and Integration

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**City Council/Redev. Agency  
Agenda Item Summary**

Agenda Item: 15  
Meeting Date: June 28, 2016

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|---|---|
| <b>Agenda Section</b><br>Public Hearing | <b>Staff Contact</b><br>Joanne Cavallari, Finance Manager |
|---|---|

**Agenda Item Title**

Consideration and possible adoption of a Resolution No. 051-2016, Establishing and Updating the Schedule of Fees and Charges for City Services and Repealing Previously Adopted and Conflicting Fees and Charges for Such Services

**Summary**

The City of Cloverdale has maintained a policy of recovering the cost of providing miscellaneous City services and regulatory activities so that the costs are borne by the direct beneficiaries of the services and regulatory activities, rather than by the City's General Fund. The City Council last updated the City's Fee Schedule by Resolution 047-2014. City staff recently completed a comprehensive review of the minimum staff time required to perform the various services and regulatory activities. To calculate the applicable minimum fee, the minimum staff time required for each task staff was multiplied by the current billing rate of the position processing the request. The Master Fee Schedule and resolution updating the fees is attached. The proposed fees represent the minimum fee to be charged for each service. Under the proposed fee schedule, if an application results in more than the estimated minimum processing time, City service costs over and above the minimum amounts specified in the rate schedule are recoverable on a time and materials basis.

Notice of the Council's consideration of the new fees and fee increases has been provided in compliance with applicable law. As also required by the Mitigation Fee Act, the City's information and cost data supporting the fee increases has been made available to the public at the City Clerk's office ten days in advance of this meeting.

**Options**

1. Adopt the Resolution Establishing and Updating the Schedule of Fees and Charges for City Services and Repealing Previously Adopted and Conflicting Fees and Charges for Such Services;
2. Revise the Resolution as presented and adopt the revised resolution;
3. Not adopt the resolution.

**Budget/Financial Impact**

Increasing recovery of costs for services and regulatory activities from direct beneficiaries and allowing the City to more accurately charge for the current costs of providing the services.

**Subcommittee Recommendation**

The Finance, Admin and Police Subcommittee reviewed the Master Fee Schedule at their meeting of 06/23/16

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**Recommended Council Action**

Adopt Resolution No. 051-2016, Establishing and Updating the Schedule of Fees and Charges for City Services and Repealing Previously Adopted and Conflicting Fees and Charges for Such Services.

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**Attachments:**

1. Resolution 051-2016, Establishing and Updating the Schedule of Fees and Charges for City Services and Repealing Previously Adopted and Conflicting Fees and Charges for Such Services
  2. Exhibit A – Proposed Master Fee Schedule for FY 2016/17
  3. Exhibit B – Staff Billing Rates
- 
- 

**CC:**

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 051-2016**

**A RESOLUTION OF THE CLOVERDALE CITY COUNCIL ESTABLISHING AND UPDATING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES AND REPEALING PREVIOUSLY ADOPTED AND CONFLICTING FEES AND CHARGES FOR SUCH SERVICES**

**WHEREAS**, the City Council of the City of Cloverdale (“City”) has maintained a policy of recovering up to the full cost of providing miscellaneous voluntary City services and regulatory activities from those persons utilizing them, so that such costs are borne by the direct beneficiaries of such services and regulatory activities rather than by the City General Fund, pursuant to applicable law; and

**WHEREAS**, the City Council last updated the City’s schedule of such services and regulatory activities by Resolution No. 047-2014 on June 25, 2014; and

**WHEREAS**, the City Council last updated the City’s schedule of its engineering and planning service fees by Resolution No. 047-2014 on June 25, 2014; and

**WHEREAS**, City staff have recently completed a review of City service fees and charges, including an analysis of the personnel, maintenance and operation costs, professional services, capital costs, and time, materials and equipment required to perform such services; and

**WHEREAS**, based on the analysis of such fees and charges, staff have estimated cost of the time, materials and equipment in light of the present costs of providing the services that such fees and charges are intended to recover and staff’s analysis of such present service costs has resulted in re-calculated service fees and charges, as set forth in the Fee Schedule attached hereto and made part of this Resolution as Exhibit A (“Fee Schedule”);

**WHEREAS**, the current Staff Billing Rates for various City services and activities are attached hereto and made a part of this Resolution as Exhibit B (“Staff Billing Rates”); and

**WHEREAS**, in adopting the fees and charges for City services as set forth in this Resolution, the City Council is exercising its powers under Article XI, Section 7 of the California Constitution, Section 66014 of the California Government Code, and other applicable law; and

**WHEREAS**, none of the fees and charges set forth in the Fee Schedule adopted by this Resolution is a “tax” as defined in Section 1, paragraph (e) of Article XIII C of the California Constitution because such fees and charges are imposed for a specific benefit conferred or privilege granted directly to the payer that is not provided to those not charged, and which does not exceed the reasonable cost to the local government of providing the service or product; such fees and charges are imposed for a specific government service or product provided directly to the payer that is not provided to those not charged, and which does not exceed the reasonable cost to the local government of providing the service or product; and/or such fees and charges are imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections and audits, enforcing agricultural marketing orders and the administrative enforcement and adjudication thereof; and/or such fees and charges are imposed as a condition of property development; and

**WHEREAS**, the fees and charges set forth in the schedule of fees and charges adopted by this Resolution are not subject to the requirements of Article XIII D of the California Constitution concerning property related assessments and fees pursuant to *Apartment Association of Los Angeles County v. City of Los Angeles* (2001) 24 Cal.4<sup>th</sup> 830, in that such fees are not applicable to incidents of property ownership, but rather to actual use of City services; and

**WHEREAS**, in accordance with Government Code Section 50076, fees and charges that do not exceed the reasonable cost of providing the service or regulatory activity for which the fees are charged and which are not levied for general revenue purposes are not special taxes as defined in Article 3.5 of the Government Code; and

**WHEREAS**, in accordance with Government Code Section 66014, local agency fees for: zoning variances, use permits, building inspections, building permits, filing and processing applications and petitions filed with the local agency formation commission or conducting proceedings filed under the Cortese-Knox Local Government Reorganization Act of 1985 (Government Code § 56000, *et seq.*), processing maps under the Subdivision Map Act (Government Code § 66410,

*et seq.*), or planning services shall not exceed the estimated reasonable cost of providing the service for which the fee is charged; and

**WHEREAS**, in accordance with Government Code section 65104, fees to support the work of planning agencies shall not exceed the reasonable cost of providing the service for which the fee is charged; and

**WHEREAS**, in accordance with Government Code Section 65456, legislative bodies may, after adopting a specific plan, impose a specific plan fee upon persons seeking governmental approvals which are required to be consistent with the specific plan, and such fees shall, in the aggregate, defray but not exceed the cost of preparation, adoption and administration of the specific plan; and

**WHEREAS**, in accordance with Government Code Section 65909.5, reasonable city fees for the processing of use permits, zone variances, or zone changes shall not exceed the amount reasonably required to administer the processing of such permits, zone variances or changes; and

**WHEREAS**, in accordance with Government Code Section 66451.2, reasonable local agency fees for the processing of tentative, final and parcel maps shall not exceed the amount reasonably required by the agency; and

**WHEREAS**, in accordance with Health and Safety Code Section 17951, city governing bodies may prescribe fees for permits, certificates or other documents required or authorized concerning implementation and enforcement of the California Building Standards Code, and such fees shall not exceed the amount reasonably required to administer or process those permits, certificates or other forms or documents, and shall not be levied for general revenue purposes; and

**WHEREAS**, in accordance with Health and Safety Code Section 19132.3, city governing bodies may adopt fees for filing building permit applications, and such fees shall not exceed the amount reasonably required for the local enforcement agency to issue such permits, and shall not be levied for general revenue purposes; and

**WHEREAS**, in accordance with Health and Safety Code Section 19852, city governing bodies may prescribe such fees as will pay the expenses incurred by the building department in maintaining the official copy of the plans of buildings for which building permits have been issued, but such fees shall not exceed the amount reasonably required in maintaining the official copy of the plans for which building permits have been issued; and

**WHEREAS**, fees adopted pursuant to Government Code Sections 66014, 65104, 65456, 65909.5, and 66451.2, and Health and Safety Code Sections 17951, 19132.3, and 19852, are to be imposed pursuant to Section 66016 of the Government Code, which imposes certain procedural requirements prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge; and

**WHEREAS**, in accordance with the Government Code Section 66016, the fees contained in the Fee Schedule and the bases for calculating such fees constitute cost data supporting the fee increases and new fees and charges, and such cost data was available for public review and comment for ten days prior to the public hearing at which this Resolution was adopted; and

**WHEREAS**, in accordance with California Government Code Section 66016, at least 14 days prior to the public hearing at which the City Council first considered adoption of the fees established by this Resolution, notice of the time and place of the hearing was mailed to eligible interested parties who filed written requests with the City for mailed notice of meetings on new or increased fees or service charges; and

**WHEREAS**, 10 days advance notice of the public hearing at which this Resolution was adopted was given by publication in accordance with Section 6062a of the Government Code; and

**WHEREAS**, it is the intention of the City Council to adopt a schedule of fees and charges, which updates certain existing fees and charges, and/or establishes certain new fees and charges based on the City's budgeted and projected costs of providing such services; and

**WHEREAS**, the schedule of fees and the total amounts thereof, described in Exhibit "A," which is attached to and made a part of this Resolution, are hereby determined to be reasonable in that the amounts thereof do not exceed the estimated reasonable costs of providing the services for which the charges and fees are made;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cloverdale as follows:

Section 1. Findings. The following findings are true and correct and adopted as the findings of the City Council:

A. The purpose of the fees and charges set forth in Exhibit "A" of this Resolution is to recover up to the full, lawfully recoverable costs incurred by the City in providing various City services, and such fees and charges are not levied for general revenue purposes.

B. After consideration of the data and information regarding the costs of providing services relating to all fees and charges subject to this Resolution, including the Fee Schedule, Staff Billing Rates, all testimony received orally or in writing at or before the noticed public hearing, the agenda report and the background documents to the agenda report and all correspondence received (together, "Record"), the City Council of the City of Cloverdale approves and adopts the methods and bases of calculations of the fees and charges identified in Exhibit A as establishing the reasonable estimated cost of providing such services or activities.

C. Adoption of the fees and charges set forth in Exhibit "A" of this Resolution is intended to recover costs necessary to maintain such services within the City within existing service areas and is not a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to 14 California Code of Regulations ("CEQA Guidelines") section 15378(b)(4) (the creation of government funding mechanisms or other government fiscal activities which do not involve any specific commitment to any specific project which may result in a potentially significant impact on the environment); and/or CEQA Guidelines section 15273 (statutory exemption for rates, tolls, fares and charges within an existing service area); and/or CEQA Guidelines section 15061(b)(3) ("common sense" general exemption where there is no possibility the activity in question may have a significant effect on the environment).

D. The Record establishes that the costs listed in the Fee Schedule and the staff rates applicable to those fees and charges which are to be increased and/or established as costs incurred by the City in providing City services are reasonable estimates of the cost of providing such services, and that the revisions recommended to existing fees for such services are necessary to recover the reasonable, estimated cost of providing such services.

Section 2. Fee Schedule Adoption. The fee amounts that result from the application of the methods and bases of calculation of the Fees identified in Exhibit A to current staff billing rates specified in Exhibit B for services and activities subject to such fees are hereby imposed on the services or activities subject to such Fees at the time such services or activities are sought and/or performed by the City or its designated contractors.

Section 3. Separate Fee for Each Process. All fees set by this Resolution are for each identified process or service; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit of measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

Section 4. Adoption of Fees.

A. Definitions.

(1) "Applicant" shall mean any person required by the Cloverdale Municipal Code or other applicable law to apply to the City seeking a permit or other approval or services or to file documents, including, but not limited to, maps, concerning proposed Development Projects within the City. "Applicant" shall also mean any person who: (i) is permitted by the Cloverdale Municipal Code or other applicable law to apply to the City seeking a permit or other approval or services or to file documents, including, but not limited to, maps, concerning proposed Development Projects within the City and who (ii) actually applies to the City seeking such permit or other approval or services or files such documents.

(2) "Development Projects" shall mean the construction, alteration or addition, other than by the City, of any building or structure within the City, and any use of land, other than by the City, including, but not limited to, subdivision of land, within the City that is subject pursuant to the Cloverdale Municipal Code or other applicable law to

first seeking and obtaining from the City a permit or other approval or services or to first filing documents, including, but not limited to, maps with the City.

(3) "Fees" shall mean the charge or charges imposed on members of the public or Applicants to recover the costs incurred by the City in providing City services to any member of the public and development related services to Applicants.

B. Services Fees Imposed.

Fees shall be imposed on and paid by members of the public and Applicants at the times, and in the amounts, and otherwise apply and be administered as prescribed in this Resolution. The City shall accept for processing no applications or other filings that are subject to payment of Fees without the fee required pursuant to this Resolution.

C. Time for Payment of Fees.

The estimated Fees applicable to members of the public and Applicants subject to payment of Fees shall be deposited and/or be paid, upon a member of the public or an Applicant seeking or being required to seek a permit or other approval or services or filing documents, including, but not limited to, maps, concerning or related to City services and/or proposed Development Projects within the City, and upon notice from the City that a deposit for future processing is required.

D. Fee Amounts.

The fee amounts shall be as specified in the Fee Schedule attached as Exhibit A to this Resolution. The total Fees applicable to any City services or Development Projects that require payment of multiple Fees shall be the sum of all such Fees.

E. Use of Fee Revenue.

The revenues raised by payment of the Fees shall be used to fund the estimated reasonable cost of providing the services for which the Fees are charged, and the fee revenues shall not be used for general revenue purposes. Fees shall be applied against the cost of providing the services for which the fees are charged. The City shall maintain a record of direct and indirect costs of providing services for City services and Development Projects subject to the deposit.

F. Deposit Maintenance.

Applicants subject to Fees in the form of a deposit must maintain deposit balances in accordance with this provision. When City service costs equal 75 percent of the deposit balance, the City shall notify the Applicant that the deposit must be increased to its original amount as prescribed in this Resolution. After an Applicant for a Development Project subject to deposit in accordance with the Resolution has been notified City service costs equal 75 percent of the deposit balance, when the service costs equal 90 percent of the deposit balance, services for such Development Project will cease until the deposit is increased to its original amount prescribed in this Resolution, and/or City staff may recommend denial of the Development Project to the decision making body.

G. Refund of Unused Deposit Balances.

Fees other than deposit amounts are not subject to refund. If a fund balance remains in the deposit for a Development Project, and the City services for such Development Project are completed and all City service costs paid from such deposit, the remaining deposit balance shall be refunded, without interest, to the Applicant.

Section 5. Subsequent Analysis and Revision of the Fees. The fees and charges set forth herein are adopted and implemented by the City Council in reliance on the Record identified above. The City may continue to conduct further study and analysis to determine whether the fees and charges for City services should be revised. When additional

information is available, the City Council may review the fees and charges to determine that the amounts do not exceed the estimated reasonable cost of providing the services for which the fees and charges are charged.

Section 6. Adjustment. From time to time, as appropriate, City staff are directed to analyze the calculations contained in Exhibit A to determine whether, when applied to current staff billing rates for providing services and activities subject to the Fees, such calculations are no longer adequate to recover the reasonable estimated cost of providing such services and regulatory activities, staff are directed to return to the City Council with a new staff analysis and proposed Fee calculations for consideration and possible adoption by the City Council.

Section 7. Update of Staff Billing Rates. City staff are directed to update the calculation of the current Staff Billing Rates for services and regulatory activities subject to City fees pursuant to this Resolution and to update the current Fee Schedule and Staff Billing Rate schedule to reflect such updated rates as appropriate, and to post such updated rates and the Fee Schedule and to otherwise make the updated current fee amount information available to any interested member of the public.

Section 8. Effective Date. This Resolution shall become effective immediately. In accordance with Government Code Section 66017, all new and/or increased fees and charges upon a development project, as defined in Government Code Section 66000, which apply to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use shall be effective no sooner than 60 days following the effective date of this Resolution. Those fees and charges upon a development project are identified with an asterisk in the attached Exhibit A. All other new and/or increased fees and charges not subject to Government Code Section 66017 that are set forth in Exhibit A shall become effective immediately.

Section 9. Repealer. These fees and charges shall supersede the corresponding fees previously established and adopted by the City Council. All previously adopted and conflicting fees and charges and all resolutions, including, but not limited to, Resolution Nos. 79-2006, 042-2009 and 043-2009, 022-2011, 047-2014 and other actions of the City Council are hereby repealed to the extent they conflict with the contents of this Resolution.

Section 10. Severability. The individual fees and charges set forth in Exhibit "A" of this Resolution and all portions of this Resolution are severable. Should any of the fees or charges or any portion of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining fees, charges and/or Resolution portions shall be and continue in full force and effect, except as to those fees, charges, and/or Resolution portions that have been adjudged invalid. The City Council of the City of Cloverdale hereby declares that it would have adopted each of the fees and charges set forth in Exhibit "A" of this Resolution, and this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more of the fees, charges, or sections, subsections, clauses, sentences, phrases or other portions of this Resolution may be held invalid or unconstitutional.

It is hereby certified that the foregoing Resolution No. 051-2016 was duly introduced and duly adopted by the City Council at a regular meeting held on the 28th day of June, 2016 by the following roll call vote:

AYES IN FAVOR:

NOES:

ABSENT:

ABSTAIN:

Approved:

Attested:

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Mary Ann Brigham, Mayor

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Linda Moore, Deputy City Clerk

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## Schedule of Rates and Fees

### Fiscal Year 2016/2017

This Fee Schedule reflects the City's minimum processing costs. City services over and above the minimum project costs specified herein are recoverable on a time and materials basis. These costs may include, but are not limited to: attorney fees, staff time, and engineering fees. All staff time charges are based on the current City of Cloverdale billing rates applicable to the position and department completing the service.

If there are costs incurred for a project are in excess of the minimum, a deposit for future processing will be required. Failure to replenish deposits in a timely manner may delay project processing.

For any activity requiring review by the City Attorney, the applicant shall reimburse the City for actual costs incurred from the City Attorney. The Director of the applicable department shall determine the appropriate deposit to be submitted by the applicant for recovery of City Attorney costs.

**CITY OF CLOVERDALE  
STAFF BILLING RATES**

Effective 07/01/2016

| <b>Position</b>                                       | <b>Department</b>   | <b>Rate<br/>Hourly</b>     |
|---|---------------------|----------------------------|
| City Manager  | City Administration | \$ 139                     |
| City Clerk  | City Administration | \$ 139                     |
| Deputy City Clerk/HR Technician                       | City Administration | \$ 84                      |
| Assistant City Manager                                | City Administration | \$ 127                     |
| Community Development Director                        | Planning            | \$ 127                     |
| Housing and Redevelopment Project Manager             | Planning            | \$ 127                     |
| Senior Planner  | Planning            | \$ 127                     |
| Associate Planner                                     | Planning            | \$ 97                      |
| City Engineer   | Engineering         | \$ 127                     |
| Engineering Technician                                | Engineering         | \$ 76                      |
| Administrative  | Engineering         | \$ 135                     |
| Assistant Engineer                                    | Engineering         | \$ 135                     |
| Building Inspector II                                 | Engineering         | \$ 115                     |
| Building Plan Checker                                 | Engineering         | \$ 155                     |
| Principal Designer                                    | Engineering         | \$ 145                     |
| Principal Engineer                                    | Engineering         | \$ 195                     |
| Supervising Engineer                                  | Engineering         | \$ 175                     |
| Finance Manager                                       | Finance             | \$ 101                     |
| Accountant Analyst                                    | Finance             | \$ 81                      |
| Accounting Technician                                 | Finance             | \$ 70                      |
| Accounting Assistant II                               | Finance             | \$ 64                      |
| Office Specialist                                     | Finance             | \$ 55                      |
| Water Meter Reader                                    | Finance             | \$ 57                      |
| Police Chief  | Police              | \$ 152                     |
| Police Sergeant                                       | Police              | \$ 131                     |
| Police Officer  | Police              | \$ 113                     |
| Police Tech Services Manager                          | Police              | \$ 88                      |
| Dispatcher  | Police              | \$ 83                      |
| Community Service Officer                             | Police              | \$ 73                      |
| Police Officer Reserve                                | Police              | \$ 75                      |
| Public Works Utility Worker Lead                      | Public Works        | \$ 79                      |
| Public Works Utility Worker II                        | Public Works        | \$ 78                      |
| Public Works Utility Worker I                         | Public Works        | \$ 65                      |
| Public Works Park & Landscape Maintenance Lead worker | Public Works        | \$ 84                      |
| Public Works Park & Landscape Maintenance Assistant   | Public Works        | \$ 77                      |
| Water Plant Senior Operator                           | Public Works        | \$ 99                      |
| Water Operator II                                     | Public Works        | \$ 99                      |
| Wastewater Senior Operator                            | Public Works        | \$ 99                      |
| Wastewater Operator I                                 | Public Works        | \$ 74                      |
| City Attorney   | Legal               | \$285 to \$335<br>per hour |
| Crossing Guards                                       | Crossing Guards     | \$ 13                      |

**Exhibit A - Community Development Department**

| Fee Description and Details  | (N) Denotes New Fee<br>* Minimum Charge<br>Deposit May be Required |
|--|--|
| <b>ALL DEPARTMENTS - PER PAGE FEE TO MAKE COPIES</b>   | <b>\$0.35 per page</b>   |
| <b>ALL DEPARTMENTS - PUBLIC HEARING NOTICE PUBLICATION IN NEWSPAPER</b>  | <b>\$150.00 per notice minimum</b>                                 |
| <b>AMENDMENT TO PRELIMINARY AND/OR PRECISE DEVELOPMENT PLAN *</b><br>Applies to all changes or revisions to an Adopted Preliminary or Precise Development Plan.  | <b>\$2,065.00 minimum</b>  |
| <b>APPEALS (IF FEE-BASED APPLICATION HAS BEEN FILED AND PAID) *</b><br>All other costs are reimbursed from the project application fee or deposit.   | <b>\$680.00 and project fees</b>                                   |
| <b>APPEALS (IF APPLICATION IS CITY-INITIATED) *</b><br>Amount is a fee, not a deposit.   | <b>\$220.00 per appeal</b>   |
| <b>CEQA ADDENDUM TO E.I.R. FEE *</b><br>Plus Public Hearing Notice Publication - At Cost   | <b>\$10,160.00 minimum (N)</b><br>Minimum \$150.00                 |
| <b>CEQA CATEGORICAL EXEMPTION WITH NO INITIAL STUDY *</b>  | <b>\$50.00</b>   |
| <b>CEQA REVIEW - INITIAL STUDY WITH ENVIRONMENTAL IMPACT REPORT (E.I.R.) *</b><br>Applies to all applications or projects that require the preparation of an Initial Study and an E.I.R. Fees to applicant will be based on time and material costs. Public Hearing Notice fee is not included and charge will be applied toward deposit.  | <b>\$15,000 deposit plus cost to prepare the E.I.R.</b>            |
| <b>CEQA REVIEW - INITIAL STUDY WITH MITIGATED NEGATIVE DECLARATION *</b><br>The costs of preparing a Mitigated Negative Declaration does not include any mitigation monitoring or site inspection relating to the proposed development project.<br>Plus Public Hearing Notice Publication - At Cost<br>Plus Department of Fish & Wildlife Fee & County Recording Fee - At Cost             | <b>\$2,380.00 minimum</b><br>Minimum \$150.00                      |
| <b>ADDENDUM TO CEQA REVIEW - INITIAL STUDY WITH MITIGATED NEGATIVE DECLARATION *</b><br>The costs of preparing a Mitigated Negative Declaration does not include any mitigation monitoring or site inspection relating to the proposed development project.<br>Plus Public Hearing Notice Publication - At Cost<br>Plus Department of Fish & Wildlife Fee & County Recording Fee - At Cost | <b>\$1,725.00 minimum</b><br>Minimum \$150.00                      |
| <b>CERTIFICATE OF COMPLIANCE *</b><br>Applies to all Certificates of Compliance being requested for one parcel.  | <b>\$990.00 minimum per parcel</b>                                 |
| <b>CHANGES TO A CITY COUNCIL- APPROVED PROJECT FEE *</b>   | <b>\$1,405.00 minimum (N)</b>                                      |
| <b>CHANGES TO A PLANNING COMMISSION - APPROVED PROJECT FEE *</b>   | <b>\$700.00 minimum (N)</b>  |
| <b>CHANGES TO A STAFF - APPROVED PROJECT FEE *</b>   | <b>\$350.00 minimum (N)</b>  |
| <b>CONDITIONAL USE PERMIT *</b><br>Plus Public Hearing Notice Publication - At Cost  | <b>\$2,065.00 minimum</b><br>Minimum \$150.00                      |
| <b>CONDITIONAL USE PERMIT MODIFICATION FEE *</b><br>Plus Public Hearing Notice Publication - At Cost   | <b>\$1,585.00 minimum (N)</b><br>Minimum \$150.00                  |
| <b>DESIGN REVIEW (MAJOR) *</b>   | <b>\$2,685.00 minimum</b>  |
| <b>DESIGN REVIEW (MINOR) *</b>   | <b>\$1,405.00 minimum</b>  |
| <b>DESIGN REVIEW MODIFICATION FEE (MAJOR) *</b>  | <b>\$1,595.00 minimum (N)</b>                                      |
| <b>DESIGN REVIEW MODIFICATION (MINOR) *</b>  | <b>\$575.00 minimum (N)</b>  |

**Exhibit A - Community Development Department**

| Fee Description and Details  | (N) Denotes New Fee<br>* Minimum Charge<br>Deposit May be Required       |
|--|--|
| <b>GENERAL PLAN AMENDMENT *</b><br>Plus Public Hearing Notice Publication - At Cost  | <b>\$3,850.00 minimum</b><br>\$150.00 minimum                            |
| <b>HOME OCCUPATION PERMIT *</b>  | <b>\$100.00 each permit</b>  |
| <b>LOT LINE ADJUSTMENT *</b><br>Plus Public Hearing Notice Publication - At Cost   | <b>\$1,520.00 minimum</b><br>\$150.00 minimum                            |
| <b>LOT MERGER (VOLUNTARY) *</b><br>Applies to the Voluntary Merger of a maximum of two lots.   | <b>\$755.00 minimum</b>  |
| <b>MINOR EXCEPTION *</b>   | <b>\$275.00 minimum</b>  |
| <b>PLOT PLAN REVIEW *</b>  | <b>\$450.00 minimum</b>  |
| <b>PRE-APPLICATION MEETING *</b><br>No charge for first meeting.   | <b>\$575.00 minimum</b>  |
| <b>PRECISE DEVELOPMENT PLAN *</b><br>Plus Public Hearing Notice Publication - At Cost  | <b>\$3,850.00 minimum</b><br>\$150.00 minimum                            |
| <b>PRELIMINARY DEVELOPMENT PLAN *</b><br>Plus Public Hearing Notice Publication - At Cost  | <b>\$3,850.00 minimum</b><br>\$150.00 minimum                            |
| <b>PRE-SUBMITTAL PROJECT ASSISTANCE *</b><br>The Community Development Director shall estimate hours and costs, and a deposit shall be submitted.<br>Total Fee<br>Any costs in excess of the deposit shall be paid by applicant. | <b>To Be Determined - Case by Case Basis</b><br><br><br>To Be Determined |
| <b>PUD PERMIT *</b>  | <b>\$2,040.00 minimum</b>  |
| <b>REPRODUCTION ON DISK *</b><br>Total Fee   | <b>\$5.00 Per Disk</b><br>\$5.00 PER DISK                                |
| <b>REGISTRATION FEE FOR ABANDONED AND DISTRESSED RESIDENTIAL PROPERTIES *</b><br>Inspection, administration and enforcement under Chapter 8.34.040 of the  | <b>\$195.00 each address registered</b>                                  |
| <b>REVERSION TO ACREAGE *</b><br>Plus Public Hearing Notice Publication - At Cost  | <b>\$1,140.00 minimum</b><br>\$150.00 minimum                            |
| <b>SIGN PERMIT - ADMINISTRATIVE PROGRAM *</b>  | <b>\$210.00 minimum</b>  |
| <b>SIGN PERMIT - PLANNED PROGRAM *</b><br>Plus Public Hearing Notice Publication - At Cost   | <b>\$855.00 minimum</b><br>\$150.00 minimum                              |
| <b>SPECIFIC PLAN *</b><br>Plus Public Hearing Notice Publication - At Cost   | <b>\$3,850.00 minimum</b><br>\$150.00 minimum                            |

**Exhibit A - Community Development Department**

| Fee Description and Details   | (N) Denotes New Fee<br>* Minimum Charge<br>Deposit May be Required |
|---|--|
| <b>TENTATIVE MAP (MAJOR) *</b><br>Applies to all subdivisions having 5 lots or more.<br>Plus Public Hearing Notice Publication - At Cost                    | <b>\$10,085.00 minimum</b><br>\$150.00                             |
| <b>TENTATIVE MAP (MINOR) *</b><br>Applies to all subdivisions having 4 lots or less.<br>Plus Public Hearing Notice Publication - At Cost                    | <b>\$2,445.00 minimum</b><br>\$150.00                              |
| <b>TENTATIVE MAP TIME EXTENSION FEE (MAJOR) *</b><br>Applies to all subdivisions having 5 lots or more.<br>Plus Public Hearing Notice Publication - At Cost | <b>\$5,120.00 minimum (N)</b><br>\$150.00                          |
| <b>TENTATIVE MAP TIME EXTENSION FEE (MINOR) *</b><br>Applies to all subdivisions having 4 lots or less.<br>Plus Public Hearing Notice Publication - At Cost | <b>\$1,300.00 minimum (N)</b><br>\$150.00                          |
| <b>FINAL SUBDIVISION MAP *</b><br>Applies to all subdivisions having 5 lots or more.<br>Plus Engineering Fee  | <b>\$3,445.00 minimum</b>  |
| <b>FINAL PARCEL MAP*</b><br>Applies to all subdivisions having 4 lots or less.<br>Plus Engineering Fee  | <b>\$1,020.00 minimum</b>  |
| <b>VARIANCE *</b><br>Plus Public Hearing Notice Publication - At Cost   | <b>\$2,445.00 minimum</b><br>\$150.00 minimum                      |
| <b>ZONING TEXT OR MAP AMENDMENT; PREZONE/ANNEXATION *</b><br>Plus Public Hearing Notice Publication - At Cost   | <b>\$4,230.00 minimum</b><br>\$150.00 minimum                      |
| <b>ZONING VERIFICATION LETTER FEE *</b>   | <b>\$195.00 minimum (N)</b>  |
| <b>ZONING ORDINANCE DETERMINATION BY PLANNING COMMISSION FEE *</b>  | <b>\$750.00 minimum (N)</b>  |

**Exhibit A - Engineering Department**

| Fee Description and Details  | (N) Denotes New Fee<br>* Minimum Charge<br>Deposit May be Required |
|--|--|
| <b>ALL DEPARTMENTS - PER PAGE FEE TO MAKE COPIES</b>   | <b>\$0.35 per page</b>   |
| <b>ALL DEPARTMENTS - PUBLIC HEARING NOTICE PUBLICATION IN NEWSPAPER</b><br>Public Notice Charge from Cloverdale Reveille - At Cost | <b>\$150.00 per notice minimum</b>                                 |
| <b>ANNEXATION MAP &amp; DESCRIPTIONS *</b><br>Base amount for map and description.   | <b>\$3,265.00 minimum</b>  |
| <b>CERTIFICATE OF COMPLIANCE *</b>   | <b>\$2,090.00 minimum</b>  |
| <b>CERTIFICATE OF CORRECTION *</b>   | <b>\$680.00 minimum</b>  |
| <b>CONDOMINIUM PLATS - ASSUMES SIX (6) LOTS *</b>  | <b>\$3,050.00 minimum</b>  |
| <b>ENCROACHMENT PERMIT *</b>   | <b>\$325.00 minimum</b>  |
| <b>FINAL MAP - ASSUMES SIX (6) LOTS AND LOCAL AGENCY SHEET *</b>   | <b>\$3,180.00 minimum</b>  |
| <b>INDUSTRIAL WASTEWATER DISCHARGE PERMIT</b>  | <b>\$3,505.00 minimum</b>  |
| <b>LEGAL DESCRIPTIONS *</b>  | <b>\$2,480.00 min per description</b>                              |
| <b>LOT LINE ADJUSTMENTS - TWO (2) LOTS *</b>   | <b>\$2,040.00 minimum</b>  |
| <b>OUTSIDE UTILITY SERVICE AGREEMENT *</b>   | <b>\$4,905.00 minimum</b>  |
| <b>PARCEL MAP *</b>  | <b>\$2,095.00 minimum</b>  |
| <b>RIGHT-OF-WAY VACATION *</b>   | <b>\$6,375.00 minimum</b>  |

## Exhibit A - Finance and Administration

| Fee Description and Details   | (N) Denotes New Fee<br>* Minimum Charge<br>Deposit May be Required |
|---|--|
| <b>ALL DEPARTMENTS - PER PAGE FEE TO MAKE COPIES</b>  | <b>\$0.35 per page</b>   |
| <b>ALL DEPARTMENTS - PUBLIC HEARING NOTICE PUBLICATION IN NEWSPAPER</b>   | <b>\$150.00 per notice minimum</b>                                 |
| <b>ALL DEPARTMENTS - FINANCE CHARGE ON PAST DUE ACCOUNTS</b><br>For monthly miscellaneous accounts receivable invoices (non Utility Billing)  | <b>1.5% per month on past due amount (N)</b>                       |
| <b>ANIMAL LICENSE FOR A DOG - GUIDE DOGS</b>  | <b>\$0.00 per dog (per city ordinance)</b>                         |
| <b>ANIMAL LICENSE FOR A DOG - SPAYED / NEUTERED</b><br>Annual fee for dog tags. Vaccination documents are required. Persons 62 years of age and older are entitled to a half off discount for up to two dogs licenses. No refunds or adjustments once license is paid. (Food & Agricultural Code §30804.5 Half Fee for Spayed or Neutered Dogs) | <b>\$20.00 per dog / \$10.00 senior discount</b>                   |
| <b>ANIMAL LICENSE FOR A DOG - UNSPAYED / UNNEUTERED</b><br>Annual fee for dog tags. Vaccination documents are required. Persons 62 years of age and older are entitled to a half off discount for up to two dogs licenses. No refunds or adjustments once license is paid.  | <b>\$40.00 per dog / \$20.00 senior discount</b>                   |
| <b>ANIMAL LICENSE FOR A DOG - PENALTY (DELINQUENCY FEE) PER DOG</b><br>Annual renewals are issued each December. A fee is assessed on February 1 for non-payment.   | <b>\$2.00 per unpaid license</b>                                   |
| <b>ANIMAL LICENSE FOR A DOG - PENALTY (DELINQUENCY FEE) PER DOG</b><br>Annual renewals are issued each December. The license is made inactive / invalid and an additional fee is assessed on March 1 for non-payment.   | <b>Twice the license fee per unpaid license</b>                    |
| <b>ANIMAL LICENSE FOR A DOG - REPLACEMENT OF DAMAGED OR LOST TAG</b>  | <b>\$12.50 per dog / \$6.25 senior discount</b>                    |
| <b>APPEALS TO CITY COUNCIL</b><br>Appeals to the City Council of a decision by the Planning Commission, staff or administrative decision. Reimbursement for full recovery of cost for Public Notice requirements plus actual staff time.  | <b>\$250.00 minimum per appeal</b>                                 |
| <b>BUDGET COPY</b><br>Available free on the City's website at <a href="http://www.cloverdale.net">www.cloverdale.net</a>  | <b>Paper Copy \$0.35 per page</b>                                  |
| <b>BUSINESS LICENSE LISTING/LABELS</b><br>Actual time plus cost of supplies   | <b>\$70.00 minimum plus cost of supplies</b>                       |
| <b>CAMPAIGN DISCLOSURE STATEMENT</b><br>Mandated by statutes  | <b>\$0.10/per page</b>   |
| <b>CERTIFICATION OF DOCUMENTS</b><br>City Clerk certification of records approved by the City Council. Billed in actual time with one hour minimum.   | <b>\$140.00 / 1 hour minimum</b>                                   |
| <b>CHECK PROCESSING - RETURNED CHECK CHARGE</b><br>Full recovery of cost of charges from bank plus administrative time.   | <b>\$45.00</b>   |
| <b>CHECK PROCESSING - STOP PAYMENT / RE-ISSUE</b><br>Customer responsible for fee charged by bank (presently \$25)  | <b>Bank fee at Cost</b>  |
| <b>COPIES OF MINUTES</b><br>Cost is based on per page reproduction charge, or actual media cost for other media plus actual shipping and postage costs for requests to ship or mail minutes where prepaid shipping not provided. Minutes are available on line at <a href="http://www.cloverdale.net">www.cloverdale.net</a> .                  | <b>\$45.00 plus reproduction &amp; mailing fees</b>                |
| <b>MOTION PICTURE PERMIT</b><br>Application filing fee for permit for filming of motion pictures, commercials, et cetera, for commercial and non-commercial purposes (non-refundable), plus insurance.  | <b>\$810.00</b>  |

## Exhibit A - Finance and Administration

|                                    |   |
|------------------------------------|---|
| <b>Fee Description and Details</b> | <b>(N) Denotes New Fee</b><br><b>* Minimum Charge</b><br><b>Deposit May be Required</b> |
|------------------------------------|---|

**NOTICE OF VIOLATION ENFORCEMENT**

**See Comments for Penalties**

The City may impose penalties pursuant to CMC §1.14.050(a) and/or Government Code §36901 and §53069.4 for a Notice of Violation(s) issued by any department. Penalties shall not exceed the amounts set forth in Government Code §36900(b), as amended from time to time. Violations considered to be an Infraction cannot exceed \$100 first violation; \$200 second violation; and \$500 for each subsequent violation within one year. Violations considered to be a Misdemeanor cannot exceed \$1,000 per violation.

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**SPECIAL EVENT PERMIT MAJOR (PARKS AND CITY PLAZA RESERVATIONS)\**

Based on three hour minimum plus cost of equipment. Overtime costs are incurred if work is required after hours, on weekends and/or holidays. Certificate of Additional Insured is required prior to use or must be purchased through the City of Cloverdale at cost. NOTE: This fee is per event not to exceed a two-day period. Additional fees may include barricades, Planning/Engineering permit fees, street closure fees, city staff presence, et cetera, which can be reviewed on the Special Event Permit Application. Fee includes a non-refundable application fee of \$75.00 per event. Non-profit 501(c)(3) organizations are eligible for reduced permit fees when the event benefits the Cloverdale community and these applications are considered

|   |  |
|---|--|
| <b>1 - 25 Persons (including attendees)</b>                   | <b>\$350.00 min plus materials and equipment</b> |
| <b>26 - 75 Persons (including attendees)</b>                  | <b>\$415.00 min plus materials and equipment</b> |
| <b>76 - 199 Persons (including attendees)</b>                 | <b>\$480.00 min plus materials and equipment</b> |
| <b>200+ Persons (including attendees and event personnel)</b> | <b>\$900.00 min plus materials and equipment</b> |

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**Exhibit A - Police**

| Fee Description and Details  | (N) Denotes New Fee<br>* Minimum Charge<br>Deposit May be Required |
|--|--|
| <b>ANIMAL RELEASE - ANIMAL IMPOUND WITH VALID LICENSE AND RABIES</b><br>Based on time to pickup loose animal, deliver to kennel, contact owner, process paperwork, and update database records.                      | <b>\$100.00 per occurrence per dog</b>                             |
| <b>ANIMAL RELEASE - ANIMAL IMPOUND WITHOUT VALID LICENSE AND/OR RABIES</b><br>Based on time to pickup loose animal, deliver to kennel, contact owner, process paperwork, and update database records.                | <b>\$130.00 per occurrence per dog</b>                             |
| <b>BICYCLE LICENSE</b><br>Fees relate to new, renewal, and change of ownership.  | <b>Discontinued</b>  |
| <b>CAD REPORT</b><br>Estimated cost of CAD report reproduction. Non-refundable   | <b>\$10.00</b>   |
| <b>CALIFORNIA CONCEALED WEAPON PERMIT</b><br>Based on current fees and time to process. Non-refundable deposit required.   | <b>\$250.00</b>  |
| <b>CALIFORNIA CONCEALED WEAPON PERMIT - RENEWAL</b><br>Based on current fees and time to process. Non-refundable deposit required.   | <b>\$195.00</b>  |
| <b>CHILD CAR SEAT INSTALLATION</b><br>Fee for the installation and instruction of installation of a child car seat.  | <b>\$0.00</b>  |
| <b>CITATION SIGN-OFF</b><br>Fees relates to all persons requesting a police officer to sign-off on a citation.   | <b>\$30.00 per citation</b>  |
| <b>DISCOVERY REQUEST</b><br>Based on actual position wages and benefits listed through current MOU. Billed actual  | <b>\$90.00 minimum</b>   |
| <b>FALSE ALARMS</b><br>This fee applies to four or more false alarms in a calendar year. A warning letter is issued when a third false alarm occurs.   | <b>\$80.00 fourth and each subsequent</b>                          |
| <b>FINGERPRINTING SERVICES - CLOVERDALE RESIDENTS ONLY</b><br>Based on current non-reimbursed County fees for processing, as well as staff time. No charge to minors. Non-refundable.                                | <b>\$60.00</b>   |
| <b>LOCAL CRIMINAL HISTORY RECORD</b><br>Research, prepare and print letter, complete receipt. Non-refundable.  | <b>\$45.00</b>   |
| <b>LOCAL RECORD CLEARANCE LETTER</b><br>Research, prepare and print letter, complete receipt. Non-refundable.  | <b>\$20.00</b>   |
| <b>LOSS VERIFICATION LETTER</b><br>Research, prepare and print letter, complete receipt. Non-refundable.   | <b>\$20.00</b>   |
| <b>MESSAGE THERAPY ESTABLISHMENT PERMIT APPLICATION</b><br><b>(Two-year permit - covers licensed therapist/owner)</b><br>Based on current non-reimbursed fees for processing, as well as staff time. Non-refundable. | <b>\$300.00 (N)</b>  |
| <b>MESSAGE THERAPIST PERMIT APPLICATION</b><br><b>(Two-year permit - not owner of establishment)</b><br>Based on current non-reimbursed fees for processing, as well as staff time. Non-refundable.                  | <b>\$300.00 (N)</b>  |
| <b>MEDICAL MARIJUANA CULTIVATION PERMIT APPLICATION</b><br>Based on non-reimbursed fees for processing, as well as staff time. Non-refundable  | <b>\$300.00 (N)</b>  |
| <b>PHOTOS (POLICE RECORDS)</b><br>Estimated cost of developing/printing photos. Non-refundable deposit required.   | <b>\$25.00 minimum</b>   |

**Exhibit A - Police**

| <b>Fee Description and Details</b>   | <b>(N) Denotes New Fee<br/>* Minimum Charge<br/>Deposit May be Required</b> |
|--|---|
| <b>POLICE REPORT</b><br>Estimated cost of police report reproduction. Includes first 10 pages. Each additional page \$.35. Non-refundable.   | <b>\$25.00 minimum</b>  |
| <b>PUBLIC TRANSPORTATION PERMIT (CERTIFICATE OF NECESSITY) - CLOVERDALE RESIDENTS ONLY</b><br>Includes printed Certificate of Necessity. Non-refundable.   | <b>\$270.00</b>   |
| <b>SPEED SURVEY - PER SURVEY</b><br>Fee is based on administrative time and copying one survey. Non-refundable.  | <b>\$25.00 per survey</b>   |
| <b>TRAFFIC ACCIDENT REPORT</b><br>Research, make copies, complete receipt, and deliver.  | <b>\$20.00 per copy</b>   |
| <b>VEHICLE IDENTIFICATION NUMBER (VIN) VERIFICATION</b><br>Dispatch researches vehicle and officer completes DMV paperwork.  | <b>\$80.00 per vehicle</b>  |
| <b>VEHICLE STORAGE / IMPOUND RELEASE</b><br>Per Vehicle Code Section 22850.5. Paperwork is processed at the time vehicle is towed. Information entered by dispatch. Copies mailed to registered owner. | <b>\$70.00 per release</b>  |
| <b>VEHICLE REPOSSESSION RELEASE</b><br>Fee is specified by California Vehicle Repo statute.  | <b>\$20.00 per release</b>  |

**Exhibit A - Public Works Department**

| Fee Description and Details   |                 | (N) Denotes New Fee<br>* Minimum Charge<br>Deposit May be Required |
|---|-----------------|--|
| <b>AIRPORT HANGER RENTAL</b>  |                 |  |
| Tie Down  |                 | \$48.00 per month  |
| Ground Lease  |                 | \$72.00 per month  |
| City Hangers  |                 | \$202.00 per month   |
| Medium Corporate Hangar & Ground (Contract)   |                 | \$1,602.00 per month   |
| Large Corporate Hangar  |                 | \$802.50 per month   |
| <b>ATHLETIC FIELD PREPARATION FEE - SPECIAL REQUEST</b><br><b>Monday - Friday 8:00a.m. - 3:00p.m.</b><br>Based on two and a half hour minimum plus cost of equipment.   | <b>\$200.00</b> | <b>\$200.00 min plus equipment</b>                                 |
| <b>ATHLETIC FIELD PREPARATION FEE - SPECIAL REQUEST</b><br><b>After hours, weekend and/or holidays</b><br>Based on two and a half hour minimum plus cost of equipment.  | <b>\$200.00</b> | <b>\$200.00 min plus equipment</b>                                 |
| <b>ATHLETIC LEAGUE FEE</b><br>Resolution 23-2002, adopted March 27, 2002, set fees at \$250 based upon execution of MOU between leagues and City. Leagues not participating will pay \$785-\$1085.<br>Subject to change when new resolution is adopted. |                 | <b>See Below</b>   |
| Athletic Leagues on MOU with City   |                 | <b>\$250.00</b>  |
| Non-participating Athletic Leagues  |                 | <b>\$785.00 - \$1,085.00</b>                                       |
| <b>ATHLETIC TOURNAMENTS PER DAY - Monday - Friday 8:00a.m. - 3:00p.m.</b><br>Based on two hour minimum.   | <b>\$160.00</b> | <b>\$160.00 min</b>  |
| <b>ATHLETIC TOURNAMENTS PER DAY - After hours, on weekend and/or holidays</b><br>Based on two hour minimum.   | <b>\$160.00</b> | <b>\$160.00 min</b>  |
| <b>BANNER INSTALLATION OR REMOVAL</b><br><b>Available Monday - Friday 8:00a.m. - 3:00p.m. only</b><br>Cost is per installation of banner or removal of banner.  | <b>\$160.00</b> | <b>\$160.00 min</b>  |
| <b>CEMETERY BURIAL FEE - CASKET</b><br>Based on ten hour minimum, two persons, plus equipment.  |                 | <b>\$1,580.00 min plus materials and equipment</b>                 |
| <b>CEMETERY BURIAL FEE - CREMATION</b><br>Based on four hour minimum plus equipment.  |                 | <b>\$425.00 min plus materials and equipment</b>                   |
| <b>SERVICE RESPONSE FEE - AFTER HOURS, WEEKENDS AND/OR HOLIDAYS</b><br>Based on three hour minimum plus cost of equipment.  | <b>\$240.00</b> | <b>\$240.00 minimum plus materials and equipment</b>               |
| <b>SERVICE RESPONSE FEE - MONDAY THRU FRIDAY 07:00AM TO 04:00PM</b><br>Based on one hour minimum, overtime rate, plus cost of equipment.  | <b>\$70.00</b>  | <b>\$70.00 minimum plus materials and equipment</b>                |
| <b>STREET SWEEPER SPECIAL REQUEST</b><br><b>AFTER HOURS, WEEKENDS AND/OR HOLIDAYS</b><br>Based on three hour minimum plus cost of equipment.  | <b>\$240.00</b> | <b>\$240.00 minimum plus materials and equipment</b>               |
| <b>STREET SWEEPER SPECIAL REQUEST - MONDAY THRU FRIDAY 08:00AM TO 03:00PM</b>   | <b>\$240.00</b> | <b>\$240.00 minimum plus materials and equipment</b>               |
| <b>SEWER USE PERMIT FEE - NON-RESIDENTIAL DISCHARGES</b>  |                 | <b>\$110 Annual Fee (N)</b>  |

## Exhibit A - Utility Departments

| Fee Description and Details   | (N) Denotes New Fee   |                  |                  |   |
|---|-----------------------|------------------|------------------|---|
| <b>SEWER DEPARTMENT - MONTHLY RATE SCHEDULE</b>   |                       |                  |                  |   |
|   | <b>Effective Date</b> |                  |                  |   |
| <b>Residential Flat Rates - Monthly Charge</b>  | <b>June 2016</b>      | <b>July 2017</b> | <b>July 2018</b> | <b>July 2019</b>                              |
| Single Family Residential (Per dwelling unit)   | \$ 38.20              | \$ 39.35         | \$ 40.53         | \$ 41.75                                      |
| Multi Family Residential (Per dwelling unit)  | \$ 24.72              | \$ 25.46         | \$ 26.22         | \$ 27.01                                      |
| <b>Non-Residential Base Charges - Monthly Charge</b>  |                       |                  |                  |   |
| Up to 1" meter  | \$ 10.92              | \$ 11.25         | \$ 11.59         | \$ 11.94                                      |
| 1 1/2" meter  | \$ 19.73              | \$ 20.32         | \$ 20.93         | \$ 21.56                                      |
| 2" meter  | \$ 30.30              | \$ 31.21         | \$ 32.15         | \$ 33.11                                      |
| 3" Meter  | \$ 54.97              | \$ 56.62         | \$ 58.32         | \$ 60.07                                      |
| 4" Meter  | \$ 90.22              | \$ 92.93         | \$ 95.72         | \$ 98.59                                      |
| <b>SEWER DEPARTMENT - SEWER USE PERMIT FEE - NON-RESIDENTIAL DISCHARGES</b>   |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$110 Annual Fee (N)</b>                   |
| <b>WATER DEPARTMENT - MONTHLY RATE SCHEDULE</b>   |                       |                  |                  |   |
|   | <b>Effective Date</b> |                  |                  |   |
| <b>Base Charges</b>   | <b>June 2016</b>      | <b>July 2017</b> | <b>July 2018</b> | <b>July 2019</b>                              |
| Up to 1" Meter  | \$ 22.25              | \$ 22.92         | \$ 23.61         | \$ 24.32                                      |
| 1 1/2" Meter  | \$ 42.07              | \$ 43.33         | \$ 44.63         | \$ 45.97                                      |
| 2" Meter  | \$ 65.85              | \$ 67.83         | \$ 69.86         | \$ 71.96                                      |
| 3" Meter  | \$ 121.35             | \$ 124.99        | \$ 128.74        | \$ 132.60                                     |
| 4" Meter  | \$ 200.63             | \$ 206.65        | \$ 212.85        | \$ 219.24                                     |
| 6" Meter  | \$ 371.38             | \$ 382.53        | \$ 394.01        | \$ 405.93                                     |
| <b>Water Usage Charge</b>   | \$ 4.35               | \$ 4.48          | \$ 4.61          | \$ 4.75                                       |
| (Billed in units of 100 cubic feet - 748 gallons per unit)  |                       |                  |                  |   |
| <b>WATER DEPARTMENT - LEAK TEST</b>   |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$60.00 each test after the first test</b> |
| <b>WATER DEPARTMENT - WATER METER TEST</b>  |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$60.00 per hour (one hour minimum)</b>    |
| Fee applies to customer requesting test of meter, If meter working properly, customer will be billed.                   |                       |                  |                  |   |
| <b>WATER DEPARTMENT - METER TAMPERING</b>   |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$500.00 minimum</b>                       |
| <b>WATER DEPARTMENT - CUT LOCK</b>  |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$650.00 minimum</b>                       |
| <b>WATER DEPARTMENT - CONNECT SERVICE FEE - Monday - Thursday between 8:00a.m. - 3:00p.m. (excluding</b>                |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$60.00</b>                                |
| Fee applied to: 1) application for new service or, 2) when a customer requests re-connection for their own convenience. |                       |                  |                  |   |
| <b>WATER DEPARTMENT - SAME DAY SERVICE FEE - PER CONNECT OR DISCONNECT</b>  |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$150.00</b>                               |
| Monday - Thursday 8:00a.m. - 3:00p.m. Connect Service Fee included.   |                       |                  |                  |   |
| <b>WATER DEPARTMENT - AFTER HOURS CONNECT SERVICE FEES and/or holidays</b>  |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$130.00</b>                               |
| After 3:00pm weekdays, weekend and/or holidays - Connect Service Fee of \$60.00 not included.                           |                       |                  |                  |   |
|   |                       |                  |                  | <b>Plus \$60.00</b>                           |
| <b>WATER DEPARTMENT - AFTER HOURS DISCONNECT SERVICE FEE</b>  |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$130.00</b>                               |
| After 3:00pm weekdays, weekend and/or holidays  |                       |                  |                  |   |
| Account holder to pay fee when customer requests disconnection for their own convenience.                               |                       |                  |                  |   |
| <b>WATER DEPARTMENT - DOOR HANGER DELIVERED</b>   |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$30.00</b>                                |
| 48-hour notice of pending termination for non-payment   |                       |                  |                  |   |
| <b>WATER DEPARTMENT - NON-PAYMENT DISCONNECT / RECONNECT SERVICE FEE</b>  |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$165.00</b>                               |
| Account holder charged when water service is disconnected then reconnected due to non-payment of outstanding charges    |                       |                  |                  |   |
| <b>WATER DEPARTMENT - NEW ACCOUNT DEPOSIT - per dwelling unit</b>   |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$150.00</b>                               |
| Per CMC 13.04.060 deposit required on new service accounts or waived per municipal code                                 |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$75.00</b>                                |
| If enrolled in auto debit payment program, deposit is half  |                       |                  |                  |   |
| <b>WATER DEPARTMENT - WATER METER HYDRANT HOOK-UP DEPOSIT</b>   |                       |                  |                  |   |
|   |                       |                  |                  | <b>\$1,000.00</b>                             |



**City Council**  
**Agenda Item Summary**

|                             |
|-----------------------------|
| Agenda Item: 16             |
| Meeting Date: June 28, 2016 |

|   |  |
|---|--|
| <b>Agenda Section</b><br>Public Hearing | <b>Staff Contact</b><br>Vanessa Apodaca, Interim City Engineer |
|---|--|

**Agenda Item Title**

Cloverdale Landscaping and Lighting Assessment District – Public Hearing, Approval of the Annual Engineer’s Report, and Resolutions Authorizing Assessments for Fiscal Year 2016-17

Resolution No. 052-2016 Approving the Annual Engineer’s Report, Confirming the Assessment Diagram and the Annual Assessment Amounts, and Authorizing the Levying and Collection of Assessments for Fiscal Year 2016-17 for the Cloverdale Landscaping and Lighting Assessment District for Zone 1

Resolution No. 053-2016 Approving the Annual Engineer’s Report, Confirming the Assessment Diagram and the Annual Assessment Amounts, and Authorizing the Levying and Collection of Assessments for Fiscal Year 2016-17 for the Cloverdale Landscaping and Lighting Assessment District for Zones 2, 4, 5, 6 and 7

Resolution No. 054-2016 Approving the Annual Engineer’s Report, Confirming the Assessment Diagram and the Annual Assessment Amounts, and Authorizing the Levying and Collection of Assessments for Fiscal Year 2016-17 for the Cloverdale Landscaping and Lighting Assessment District for Zone 3

**Summary**

The Cloverdale Landscaping and Lighting Assessment District (“District”) was initially formed by the City in 1997 in accordance with the Landscaping and Lighting Act of 1972 (“Landscaping and Lighting Act”) to pay for costs associated with the maintenance of landscaping and the creek area associated with Jefferson Springs Subdivision Phases 3 and 4. This became Zone 1 of the District. Additional zones have been annexed into the District over time and there are currently a total of seven zones. Maps of each of the Zones are included in the attached FY 2016-17 Annual Engineer’s Report, Cloverdale Landscaping and Lighting Assessment District (Engineer’s Report).

On February 9, 2016, the City Council began the annual proceedings for the 2016-17 Fiscal Year and appointed Coastland Civil Engineering as Engineer of Work. The Engineer’s Report was prepared and filed in accordance with the Landscaping and Lighting Act and was presented to the City Council for their consideration on May 24, 2016. At that time the City Council preliminarily approved the Engineer’s Report, adopted Resolutions of Intent and set the time and date of the public protest hearing.

This is the third of three City Council considerations for the Fiscal Year 2016-17 assessments. At this time, the Council conducts a public hearing and may then authorize the levy and collection of assessments for Fiscal Year 2016-17. The assessments cannot be increased above those stated in the Resolutions of Intent adopted on May 24, 2016.

Many of the zones had built up reserves in their fund balances over time. In past years, these reserves have been drawn upon as necessary to balance the pending year budgets. This has drawn down the fund balances in most of the zones to the point where this practice is no longer possible. Due to the lack of available reserves, the assessments for Zone 3 (The Cottages), Zone 5 (Ioli Ranch)) and Zone 6 (Brookside Terrace) are proposed to be increased.

The annual assessments for Zones 1, 2, 4, and 7 are proposed to remain the same as assessed in FY 2015-16. Annual assessments in Zones 3, 5 and 6 are proposed to be increased. The use of reserves or anticipated miscellaneous revenue allocation, will be used in all Zones except Zone 7. The assessments for Zones 5 and 6 are proposed to be at their maximum allowed amounts. Note that while the Zone 3 increase was limited to 15%, another increase may be required in this zone next year if revenue and expenses come in as budgeted. The proposed budgets, reflecting these changes, are described in detail in the preliminary Engineer’s Report.

The maximum allowed assessment in each Zone is proposed to be increased by the 2015 CPI adjustment of 2.60% to account for inflation. There are no annexations to the District anticipated for FY 2016-17.

In order to avoid potential conflicts of interest, the actions have been broken into three (3) separate Resolutions for the following Zones: Zone 1 only (Jefferson Springs), Zone 3 only (The Cottages); and Zones 2, 4, 5, 6 and 7 (Vintage Meadows, The Vineyards at Cloverdale, Ioli Ranch, Brookside Terrace and Sunrise Hills). Due to the need for a quorum to vote on each resolution, no more than two Councilmembers can be absent for the vote on each Resolution. To the extent that three or more potential conflicts exist in a zone, the City will go through a random selection process to choose enough Councilmember(s) to create a quorum.

The City is required to forward the approved assessments to the County in August in order for them to appear on the FY 2016-17 property tax rolls.

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**Options**

1. Adopt resolutions approving the Cloverdale Landscaping and Lighting Assessment District Engineer's Report as filed, and authorizing assessments for levy and collection for FY 2016-17.
2. Adopt resolutions approving the Cloverdale Landscaping and Lighting Assessment District Engineer's Report as modified, and authorizing assessments for levy and collection for FY 2016-17.
3. Terminate the proceedings and do not levy or collect annual assessment for the maintenance of the seven Zones.

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**Budget/Financial Impact**

All costs associated with these annual proceedings and the annual operation, maintenance and administration of the Landscaping and Lighting Assessment District are recovered from the annual assessments levied on the properties within the District.

The total proposed Assessment District budget for FY 2016-17 is \$214,400.40. The funding sources are \$186,056.58 from proposed assessment revenues levied and collected during FY 2016-17 and \$28,343.82 from available Zone reserves. Available Zone reserves or miscellaneous revenue allocation, will be used in all Zones except Zone 7 to supplement the assessment revenue. Annual assessments are to remain at previous year's levels for Zones 1, 2, 4, and 7. (\$141.40, \$272.76, \$270.22, and \$369.20 respectively). The Zone 3 assessment is proposed to increase to \$413.24 per ESD. The Zone 5 assessment is proposed to increase to \$135.90 per ESD. The Zone 6 assessment is proposed to increase to \$593.72.

The maximum assessment in each zone is proposed to be increased by the 2015 CPI adjustment of 2.60% to account for inflation. Due to the continued use of budget reserves, future Assessment District budgets may have to include spending reductions and/or increased assessments.

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**Subcommittee Recommendation**

N/A

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**Recommended Council Action**

Conduct a public hearing and consider resolutions approving the Annual Engineer's Report as filed, confirming the assessment diagram and amounts as set forth therein and authorizing the levy and collection of assessments for Fiscal Year 2016-17 for the Cloverdale Landscaping and Lighting Assessment.

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**Attachments:**

1. Proof of Public Notification
  2. Resolutions (3)
  3. FY 2016-17 Annual Engineer's Report (without assessment roll)- the complete Engineer's Report, with the assessment roll, is on file with the Deputy City Clerk.
-

**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 manner. I am a principal clerk of the printer of the **Cloverdale Reveille** a newspaper of general circulation, printed and published **Weekly** in the City of Cloverdale, 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 **March 3, 1879, Case Number 36106**; 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:

June 16, in the year **2016**.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at     **Cloverdale**    

California, this     22     day of June, **2016**

    *Dennis K. [Signature]*    

This space is for County Clerk's Filing Stamp

\_\_\_\_\_  
Proof of Publication of  
\_\_\_\_\_  
\_\_\_\_\_

**NO. 1660  
NOTICE OF PUBLIC HEARING:  
CLOVERDALE LANDSCAPING AND LIGHTING  
ASSESSMENT DISTRICT**

The City of Cloverdale will hold a public protest hearing regarding the Assessment concerning the Annual Engineeris Report for the City of Cloverdale Landscaping and Lighting Assessment District (Assessment District) and the proposed budget for the Assessment District. The public hearing will be conducted on June 28, 2016 at or after 6:30 p.m. at the Cloverdale Performing Arts Center, 209 N. Cloverdale Boulevard, Cloverdale, CA. All interested persons are invited to send written comments to 124 N. Cloverdale Boulevard, Cloverdale, CA no later than the hearing date and/or be present to comment orally on this issue. Additional information available at Cloverdale City Hall. This notice and hearing pursuant to the Landscaping and Lighting Act of 1972 and Section 22620 et. seq. of the Streets and Highways code.

PUBLISH: June 16, 2016  
Cloverdale Reveille

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 052-2016**

**A RESOLUTION APPROVING THE ANNUAL ENGINEER'S REPORT, CONFIRMING THE  
ASSESSMENT DIAGRAM AND THE ANNUAL ASSESSMENT AMOUNTS, AND  
AUTHORIZING THE LEVYING AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2016-  
17 FOR THE CLOVERDALE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR  
ZONE 1  
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

**WHEREAS**, on September 9, 1997 the City Council ordered the formation of the Cloverdale Landscaping and Lighting Assessment District (Assessment District) to levy and collect assessments pursuant to the Landscaping and Lighting Act of 1972; and

**WHEREAS**, the City Council of the City of Cloverdale intends to levy and collect assessments within the Cloverdale Landscaping and Lighting Assessment District, during the Fiscal Year 2016-17, and the lands to be assessed are located in the City of Cloverdale, Sonoma County; and

**WHEREAS**, on February 9, 2016, the City Council adopted a resolution appointing Coastland Civil Engineering as the Engineer of Work, directing the preparation and filing of the annual FY 2016-17 Engineer's Report, and describing the potential changes to the Assessment District; and

**WHEREAS**, on May 24, 2016, the City Council adopted a resolution of intention to levy and collect assessments, preliminarily approving the Engineer's Report for FY 2016-17, and setting the date of the public hearing pursuant to Section 22624 of the Streets and Highways Code; and

**WHEREAS**, the FY 2016-17 the maximum annual assessments will be adjusted up by the allowable 2015 CPI adjustment of +2.60%; and

**WHEREAS**, for Zone 1 (Jefferson Springs Phases 3 & 4) the actual proposed FY 2016-17 annual assessment to levy and collect is proposed to be \$141.40 per equivalent single family-dwelling (ESD) ; and

**WHEREAS**, no annexations to the District are proposed for FY 2016-17; and

**WHEREAS**, on June 28, 2016 the City Council conducted a public hearing and gave every interested person an opportunity to comment on the FY 2016-17 Engineer's Report either in writing or orally and the City Council has considered each comment.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Cloverdale that the City Council hereby:

1. Approves the annual FY 2016-17 Engineer's Report as filed, as it pertains to Zone 1.
2. Confirms the assessment diagram and assessment amount as set forth in the FY 2016-17 Engineer's Report and any amendments incorporated at the City Council's direction and hereby authorizes the levying and collection of the annual assessments set forth in said report for FY 2016-17, as it pertains to Zone 1.

3. In order to keep up with inflation, the estimated maximum annual assessment at build out for Zone 1 for FY 2016-17 shall be adjusted up from FY 2015-16 as allowed by the original formation and annexation proceedings, by the 2015 CPI of +2.60%.
4. That this resolution is adopted pursuant to Section 22620 et. al. of the California Streets and Highway Code.

It is hereby certified that the foregoing Resolution No. 052-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on this 28th day of June, 2016 by the following voice vote:

AYES in favor of:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

---

MaryAnn Brigham, Mayor

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Linda Moore, Deputy City Clerk

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 053–2016**

**A RESOLUTION APPROVING THE ANNUAL ENGINEER’S REPORT, CONFIRMING THE  
ASSESSMENT DIAGRAM AND THE ANNUAL ASSESSMENT AMOUNTS, AND  
AUTHORIZING THE LEVYING AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR  
2016-17 FOR THE CLOVERDALE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
FOR ZONES 2, 4, 5, 6 AND 7  
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

**WHEREAS**, on September 9, 1997 the City Council ordered the formation of the Cloverdale Landscaping and Lighting Assessment District (Assessment District) to levy and collect assessments pursuant to the Landscaping and Lighting Act of 1972; and

**WHEREAS**, the City Council of the City of Cloverdale intends to levy and collect assessments within the Cloverdale Landscaping and Lighting Assessment District, during the Fiscal Year 2016-17, and the lands to be assessed are located in the City of Cloverdale, Sonoma County; and

**WHEREAS**, on February 9, 2016, the City Council adopted a resolution appointing Coastland Civil Engineering as the Engineer of Work, directing the preparation and filing of the annual FY 2016-17 Engineer’s Report, and describing the potential changes to the Assessment District; and

**WHEREAS**, on May 24, 2016, the City Council adopted a resolution of intention to levy and collect assessments, preliminarily approving the Engineer’s Report for FY 2016-17, and setting the date of the public hearing pursuant to Section 22624 of the Streets and Highways Code; and

**WHEREAS**, the FY 2016-17 the maximum annual assessments will be adjusted up by the allowable 2015 CPI adjustment of +2.60%; and

**WHEREAS**, for Zone 2 (Vintage Meadows) the actual proposed FY 2016-17 annual assessment to levy and collect is proposed to be \$272.76 per equivalent single family-dwelling (ESD) ; and

**WHEREAS**, for Zone 4 (The Vineyards) the actual FY 2016-17 annual assessment to levy and collect is proposed to be \$270.22 ; and

**WHEREAS**, for Zone 5 (Ioli Ranch) the actual FY 2016-17 annual assessment to levy and collect is proposed to be \$135.90 ; and

**WHEREAS**, for Zone 6 (Brookside Terrace) the actual FY 2016-17 annual assessment to levy and collect is proposed to be \$593.72 ; and

**WHEREAS**, for Zone 7 (Sunrise Hills Phase I and II) the actual FY 2016-17 annual assessment to levy and collect is proposed to be \$369.20; and

**WHEREAS**, no annexations to the District are proposed for FY 2016-17; and

**WHEREAS**, on June 28, 2016 the City Council conducted a public hearing and gave every interested person an opportunity to comment on the FY 2016-17 Engineer's Report either in writing or orally and the City Council has considered each comment.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Cloverdale that the City Council hereby:

1. Approves the annual FY 2016-17 Engineer's Report as filed, as it pertains to Zones 2, 4, 5, 6 and 7.
2. Confirms the assessment diagram and assessment amounts as set forth in the FY 2016-17 Engineer's Report and any amendments incorporated at the City Council's direction and hereby authorizes the levying and collection of the annual assessments set forth in said report for the FY 2016-17, as it pertains to Zones 2, 4, 5, 6 and 7.
3. In order to keep up with inflation, the estimated maximum annual assessments at build out for Zones 2, 4, 5, 6 and 7 for FY 2016-17 shall be adjusted up from FY 2015-16 as allowed by the original formation and annexation proceedings, by the 2015 CPI of +2.60%.
4. That this resolution is adopted pursuant to Section 22620 et. al. of the California Streets and Highway Code.

It is hereby certified that the foregoing Resolution No. 053-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on this 28th day of June, 2016 by the following voice vote:

AYES in favor of:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

\_\_\_\_\_  
MaryAnn Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 054-2016**

**A RESOLUTION APPROVING THE ANNUAL ENGINEER'S REPORT, CONFIRMING THE  
ASSESSMENT DIAGRAM AND THE ANNUAL ASSESSMENT AMOUNTS, AND  
AUTHORIZING THE LEVYING AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR  
2016-17 FOR THE CLOVERDALE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
FOR ZONE 3  
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

**WHEREAS**, on September 9, 1997 the City Council ordered the formation of the Cloverdale Landscaping and Lighting Assessment District (Assessment District) to levy and collect assessments pursuant to the Landscaping and Lighting Act of 1972; and

**WHEREAS**, the City Council of the City of Cloverdale intends to levy and collect assessments within the Cloverdale Landscaping and Lighting Assessment District, during the Fiscal Year 2016-17, and the lands to be assessed are located in the City of Cloverdale, Sonoma County; and

**WHEREAS**, on February 9, 2016, the City Council adopted a resolution appointing Coastland Civil Engineering as the Engineer of Work, directing the preparation and filing of the annual FY 2016-17 Engineer's Report, and describing the potential changes to the Assessment District; and

**WHEREAS**, on May 24, 2016, the City Council adopted a resolution of intention to levy and collect assessments, preliminarily approving the Engineer's Report for FY 2016-17, and setting the date of the public hearing pursuant to Section 22624 of the Streets and Highways Code; and

**WHEREAS**, the FY 2016-17 the maximum annual assessments will be adjusted up by the allowable 2015 CPI adjustment of +2.60%; and

**WHEREAS**, for Zone 3 (The Cottages) the actual FY 2016-17 annual assessment to levy and collect is proposed to be \$413.24; and

**WHEREAS**, no annexations to the District are proposed for FY 2016-17; and

**WHEREAS**, on June 28, 2016 the City Council conducted a public hearing and gave every interested person an opportunity to comment on the FY 2016-17 Engineer's Report either in writing or orally and the City Council has considered each comment.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Cloverdale that the City Council hereby:

1. Approves the annual FY 2016-17 Engineer's Report as filed, as it pertains to Zone 3 (The Cottages).
2. Confirms the assessment diagram and assessment amounts as set forth in the FY 2016-17 Engineer's Report and any amendments incorporated at the City Council's direction and hereby authorizes the

levying and collection of the annual assessments set forth in said report for FY 2016-17, as pertains to Zone 3.

3. In order to keep up with inflation, the estimated maximum annual assessments at build out for Zone 3 or FY 2016-17 shall be adjusted up from FY 2015-16 as allowed by the original formation and annexation proceedings, by the 2015 CPI of +2.60%.
4. That this resolution is adopted pursuant to Section 22620 et. al. of the California Streets and Highway Code.

It is hereby certified that the foregoing Resolution No. 054-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on this 28th day of June, 2016 by the following Roll Call vote:

**AYES in favor of:** NOES:

ABSENT:

ABSTAIN:

RECUSED:

APPROVED:

ATTESTED:

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MaryAnn Brigham, Mayor

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Linda Moore, Deputy City Clerk

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**FY 2016-17**

**ANNUAL ENGINEER'S REPORT**

**CLOVERDALE LANDSCAPING & LIGHTING**

**ASSESSMENT DISTRICT**

**CITY OF CLOVERDALE**

**COUNTY OF SONOMA**

**STATE OF CALIFORNIA**

**FOR FINAL APPROVAL**

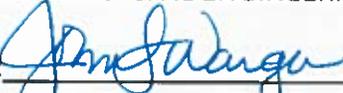
**June 2016**

**Prepared By:  
Coastland Civil Engineering, Inc.**

**FY 2016-17  
CLOVERDALE LANDSCAPING AND LIGHTING  
ASSESSMENT DISTRICT  
(Pursuant to the Landscaping and Lighting Act of 1972)**

The undersigned respectfully submits, as directed by the City Council on February 9, 2016, the enclosed Engineer's Report on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COASTLAND CIVIL ENGINEERING, INC.

By: 

John L. Wanger, RCE 43148, Exp. 3/31/18 \*



I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Linda Moore, Deputy City Clerk, City of Cloverdale  
Sonoma County, California

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Cloverdale, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Linda Moore, Deputy City Clerk, City of Cloverdale  
Sonoma County, California

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with the County Auditor of the County of Sonoma on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Linda Moore, Deputy City Clerk, City of Cloverdale  
Sonoma County, California

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

## **FY 2016-17 ANNUAL ENGINEER'S REPORT**

### **CLOVERDALE LANDSCAPING & LIGHTING ASSESSMENT DISTRICT**

(Pursuant to the Landscaping & Lighting Act of 1972)

#### **FY 2016-17 Annual Assessment**

Coastland Civil Engineering, Engineer of Work for the Cloverdale Landscaping & Lighting Assessment District, City of Cloverdale, Sonoma County, California, has prepared this annual Engineer's Report, as directed on February 9, 2016 by the City Council of the City of Cloverdale, pursuant to Section 22620 of the Streets & Highways Code (Landscaping & Lighting Act of 1972) for the Cloverdale Landscaping and Lighting Assessment District for Fiscal Year 2016-17.

#### **Background**

The Cloverdale Landscaping & Lighting Assessment District (Assessment District) was initially formed in September, 1997 by the City Council to cover the costs associated with the operation and maintenance of creek landscaping within the Jefferson Springs Subdivision, Phases 3 and 4. The Assessment District boundary for this original area is known as Zone 1. Once an Assessment District is created, it is possible to annex new Zones or annex new areas into existing Zones as new subdivisions and parks are developed in the City. During the annual proceedings for FY 2000-01 and FY 2001-02, respectively, Zone 2 and Zone 3 were annexed into the Assessment District. During the annual proceedings for FY 2004-05, Zones 4, 5 and 6 were annexed into the Assessment District. In the annual proceedings for FY 2005-06 and FY 2006-07, Zone 7, Sunrise Hills Phases 1 and 2 were annexed into the Assessment District, respectively. For FY 2016-17 there will be no new Zones or annexations.

Pursuant to the provisions of the Landscaping & Lighting Act of 1972, an annual Engineer's Report must be prepared and filed with the City in order to levy and collect assessments on any following fiscal year. On February 9, 2016 the City Council adopted a resolution appointing Coastland Civil Engineering as the Engineer of Work and directed the preparation and filing of this FY 2016-17 Engineer's Report. Once the preliminary Engineer's Report has been filed, the City Council can then adopt a Resolution of Intention to levy and collect annual assessments for FY 2016-17, preliminarily approve the filed annual Engineer's Report and set the time and date of the public protest hearing. The Engineer's Report outlines the proposed budgets, assessments, improvements, and changes to the Assessment District. These budgets/costs are updated with each subsequent annual Engineer's Reports as required by the 1972 Act.

In FY 2011-12, the City established a policy of trying to maintain a minimum reserve balance of 25% of operating expenses in each of the zones to better manage existing and pending expenses.

Since FY 2012-13, the employee time portion of personnel costs have been based on continued tracking of actual time spent for each zone and averaging it for each zone over a 3-year period.

The total FY 2016-17 assessment district budget has increased approximately 7% from FY 2015-16. There were budget increases in Zones 1 through 6. The Zone 7 budget remained flat.

In the past, many of the zones were using their reserves to avoid increased assessments. For FY 2016-17, the reserves in three zones have fallen below the desired minimum level. Four zones will remain above the desired minimum 25% reserve. Zone 5 incurred a large, unanticipated expense during FY 2015-16, drawing their reserve to zero and requiring a General Fund loan to balance the budget. To bring the reserves closer to compliance with the 25% reserve policy, to cover FY 2016-17 budgets and for Zone 5 to repay the General Fund loan, assessment increases will be required this year in Zones 3, 5 and 6.

The annual assessments for Zones 1, 2, 4 and 7 are proposed to remain the same as assessed in FY 2015-16. Annual assessments in Zones 3, 5 and 6 are proposed to be increased from FY 2015-16 levels, but still fall at or below the maximum assessment allowed in each of these Zones. Reserves will be used in all Zones except Zone 7.

The total proposed Assessment District budget for FY 2016-17 is \$214,400.40. The total budget for FY 2015-16 was \$199,913.64. The funding sources are from proposed annual assessment revenue levied and collected during FY 2016-17 and from available Zone reserves including anticipated miscellaneous revenue allocations.

To take annual inflation into account, the original 1997 formation proceedings, and all subsequent annexations of new zones into this Assessment District included a maximum annual assessment and an allowance for an annual increase to the maximum annual assessment in accordance with the annual Consumer Price Index (C.P.I.). The annual CPI is based on the All Urban Consumers (San Francisco Area) CPI from the U. S. Department of Labor, Bureau of Labor Statistics. An annual CPI adjustment to the annual assessment is not mandatory. The CPI adjustment for 2015 was +2.60%. If the annual Engineer's Report recommends any adjustment up to the sum of the previous year's maximum assessment plus the allowable annual CPI increase, notices are not required to be sent nor shall a vote be required. If however, the annual Engineer's Report recommends any adjustment that exceeds the sum of the previous year's maximum assessment plus the allowable annual CPI increase, noticing and/or voting shall be required in accordance with the provisions applicable to the Landscaping and Lighting Act of 1972 and California Constitution, Article XIII D (sometimes referred to as Proposition 218).

Table 1, below, summarizes the proposed FY 2016-17 assessments to levy and collect and the new maximum annual assessments allowed to be assessed in the future.

**TABLE 1**

|               | <b>Previous Maximum Annual Assessment</b> | <b>CPI Increase</b> | <b>Current Maximum Annual Assessment</b> | <b>Proposed Assessment to Levy Per ESD</b> |
|---------------|---|---------------------|--|--|
| <b>Zone 1</b> | \$194.06                                  | \$5.05              | \$199.11                                 | \$141.40                                   |
| <b>Zone 2</b> | \$387.08                                  | \$10.06             | \$397.14                                 | \$272.76                                   |
| <b>Zone 3</b> | \$662.80                                  | \$17.23             | \$680.03                                 | \$413.24                                   |
| <b>Zone 4</b> | \$342.44                                  | \$8.90              | \$351.34                                 | \$270.22                                   |
| <b>Zone 5</b> | \$132.46                                  | \$3.44              | \$135.90                                 | \$135.90                                   |
| <b>Zone 6</b> | \$578.67                                  | \$15.05             | \$593.72                                 | \$593.72                                   |
| <b>Zone 7</b> | \$416.25                                  | \$10.82             | \$427.07                                 | \$369.20                                   |

The original landscaping and lighting improvements within all 7 Zones of the Assessment District are completed and have been accepted by the City. The proposed changes, budgets and assessments for FY 2016-17 are included in the description of each zone below. See 'Part D Method of Apportionment of Assessment' of this report for a detailed description of the apportionment methodology for each zone.

**Zone 1 - Jefferson Springs, Phases 3 & 4**

Zone 1 includes the maintenance of the landscaping and the public walkway adjacent to the creek running through Jefferson Springs Subdivision, Phases 3 & 4. The special benefit received by Zone 1 includes the operation and maintenance of all landscaping adjacent to the creek and maintenance of the public walkway adjacent to the creek along with related overhead. See the Assessment Diagram (Map) in Part F of this report for a location of the landscape maintenance areas.

No significant land use changes have occurred within Zone 1 during the previous year. No new annexations are proposed for Zone 1 for FY 2016-17. For FY 2016-17, the total number of Equivalent Single-Family Dwelling (ESD) units is expected to stay the same at 67.50. During FY 2015-16, along with regular maintenance, new mulch was added in the landscape areas.

The total proposed Zone 1 budget for FY 2016-17 is \$15,670.00. This is a 10% increase from FY 2015-16. The proposed funding will be from FY 2016-17 assessment revenue and Zone 1 reserves. (See Table 2 in Part B for estimated dollar amounts.)

For FY 2016-17, the proposed annual assessment to levy and collect for Zone 1 is \$141.40 per Equivalent Single-Family Dwelling (ESD). This is the same amount as assessed in FY 2015-16, and is less than the maximum allowable assessment for Zone 1. The available Zone 1 reserve funds will be used to cover the additional budget expenses at this time to keep the annual assessment the same as last year. The use of reserves is warranted as the anticipated ending fiscal year reserves

are projected to be above the desired 25% level. In order to keep up with inflation, the maximum annual assessment is proposed to be adjusted up by the 2015 CPI of +2.60%. (See Table 1.) Per both California Constitution, Article XIII D requirements, and the formation and annexation proceedings for this Assessment District, future annual assessments will be allowed to reach this adjusted maximum amount without having to send special ballots to the impacted property owners in Zone 1.

## **Zone 2 - Vintage Meadows, Park and Landscape Maintenance**

During the annual proceedings for FY 2000-01, a new Zone 2 was annexed into the Assessment District. At that time, Zone 2 consisted of only Vintage Meadows Subdivision, Phase 1. Annexation was pursuant to Vintage Meadows Subdivision, Phase 1 conditions of approval. During FY 2002-03 Vintage Meadows, Phases 2 and 3, were annexed into Zone 2 during the annual proceedings pursuant to their conditions of approval.

The special benefit received by Zone 2 includes the operation and maintenance of Vintage Meadows Park, the back-on landscaping along portions of Foothill Boulevard and S. Franklin Street within the subdivision, the traffic island within Healdsburg Avenue and the area at the intersection of Foothill Boulevard and Port Circle, south of Zinfandel Court, along with related overhead.

All District maintained improvements were completed, accepted by the City and maintained during the 2005-06 fiscal year with the exception of the Vintage Meadows neighborhood park. The park improvements were completed and accepted by Council in the Fall of 2007. Restrooms were added to the park in 2011. Since the restrooms were not a part of the original park, the City pays the cost of the bathroom maintenance and the corresponding water usage.

During the previous year, no significant land use changes have occurred within Zone 2. No new annexations are proposed for Zone 2 for FY 2016-17. All residential construction of Zone 2 is built out and as a result, for FY 2016-17, the total number of ESD units is expected to stay the same at 206.00. During FY 2015-16, along with regular maintenance, 15 new trees were planted, irrigation was installed for the new trees and mulch was added around the new trees.

The total proposed Zone 2 budget for FY 2016-17 is \$63,996.00. This is an increase of about 9% from FY 2015-16. Proposed funding will be from FY 2016-17 assessment revenues and from available Zone 2 reserve funds. (See Table 2 in Part B for estimated dollar amounts.)

For FY 2016-17, the proposed annual assessment to levy and collect for Zone 2 is \$272.76 per ESD. This is the same amount as assessed in FY 2015-16, and is less than the maximum allowable assessment for Zone 2. Ending reserves are projected to be slightly above the desired 25% level. In order to keep up with inflation, the maximum annual assessment for Zone 2 is proposed to be adjusted up by the 2015 CPI of +2.60%. (See Table 1) Per both California Constitution, Article XIII D requirements, and the formation and annexation proceedings for this Assessment District, future annual assessments will be allowed to reach this adjusted maximum amount without having to send special ballots to the impacted property owners in Zone 2.

### **Zone 3 – The Cottages, Phases 1, 2, 3, 4**

During the annual proceedings for FY 2001-02, a new Zone 3, consisting of Phases 1, 2 and 3 of The Cottages development in the southern part of the City, was annexed into the Assessment District. In FY 2004-05, Phase 4 of The Cottages subdivision was annexed into Zone 3. The special benefit received by Zone 3 includes the linear park along Muscat Creek, “back-on” landscape maintenance along a portion of Foothill Boulevard within Zone 3, maintenance of the preserved wetlands area at the corner of Ranch House Drive and Elbridge Drive, weed abatement of the area just west of Ranch House Drive and Elbridge Avenue and other improvements within Zone 3 along with related overhead. See the Assessment Diagram (Map) in Part F of this report for a location of the landscape maintenance areas.

No significant land use changes have occurred within Zone 3 during the past fiscal year. No new annexations are proposed for Zone 3 for FY 2016-17. Zone 3 is built out and as a result, for FY 2016-17, the total number of ESD units is expected to stay the same at 189.00. During FY 2015-16, along with regular maintenance, the Winery Trail was repaired and slurry sealed and landscape areas along Foothill Boulevard were mulched.

The total proposed Zone 3 budget for FY 2016-17 is \$87,509.00. This is an increase of 7% from FY 2015-16. Proposed funding will be from FY 2016-17 assessment revenue and available Zone 3 reserves. (See Table 2 in Part B for estimated dollar amounts.) If possible, a replanting program will be started in this zone this year.

The assessment for FY 2016-17 is proposed to increase by \$53.90 per ESD to a total of \$413.24 per ESD. This is less than the maximum allowable assessment for Zone 3. Available Zone 3 reserve funds will be used to cover a portion of the budget expenses to keep the assessment increase at 15% this year. It is anticipated that an additional increase will be required next year to bring the annual assessment into alignment with the budget and to bring the reserves to the desired 25% level.

In order to keep up with inflation, the maximum annual assessment per ESD is proposed to be adjusted up by the 2015 CPI of +2.60%. (See Table 1) Per both California Constitution, Article XIII D requirements, and the formation and annexation proceedings for this Assessment District, future annual assessments will be allowed to reach this adjusted maximum amount without having to send special ballots to the impacted property owners in Zone 3.

### **Zone 4 – The Vineyards**

During the annual proceedings for FY 2004-05, Zone 4, The Vineyards, was annexed into the Assessment District. For FY 2016-17, no annexations or changes are proposed for Zone 4. The special benefit received in Zone 4 includes “back-on” landscaping along Foothill Boulevard and Mount Diablo Way, maintenance of a detention basin area and other improvements within Zone 4 along with related overhead. See the Assessment Diagram (Map) in Part F of this report for a location of the landscape maintenance areas.

During the previous year, no significant land use changes have occurred within Zone 4. No new annexations are proposed for Zone 4 for FY 2016-17. Zone 4 is built out and as a result, for FY 2016-17, the total number of ESD units is expected to stay the same at 29.00. During FY 2015-16, along with regular maintenance, tree pruning was done and mulch was added to the landscape areas along Foothill Boulevard and Mount Diablo Way.

The total proposed Zone 4 budget for FY 2016-17 is \$11,948.00. This is an increase of 7% from FY 2015-16. The proposed funding will be from FY 2016-17 assessment revenue and from available Zone 4 reserves. (See Table 2 in Part B for estimated dollar amounts.)

For FY 2016-17, the proposed annual assessment to levy and collect for Zone 4 is \$270.22 per ESD. This is the same amount as assessed FY 2015-16, and is less than the maximum allowable assessment for Zone 4. The available Zone 4 reserve funds will be used to cover budget expenses to keep the annual assessment the same as last year. Ending fiscal year reserves are anticipated to be above the desired 25% level. In order to keep up with inflation, the maximum annual assessment per ESD is proposed to be adjusted up by the 2015 CPI of +2.60%. (See Table 1) Per both California Constitution, Article XIII D requirements, and the formation and annexation proceedings for this Assessment District, future annual assessments will be allowed at this adjusted maximum amount without having to send special ballots to the impacted property owners in Zone 4.

### **Zone 5 – Ioli Ranch**

During the annual proceedings for FY 2004-05, Zone 5, Ioli Ranch, was annexed into the Assessment District. For FY 2016-17, no annexations or changes are proposed for Zone 5. The special benefit received in Zone 5 includes “back on” landscaping along Cloverdale Boulevard and other improvements within Zone 5 along with related overhead. See the Assessment Diagram (Map) in Part F of this report for a location of the landscape maintenance areas.

During the previous year, no significant land use changes have occurred within Zone 5. No new annexations are proposed for Zone 5 for FY 2016-17. Zone 5 is built out and as a result, for FY 2016-17, the total number of ESD units is expected to stay the same at 37.00.

Zone 5 incurred a large, unanticipated expense during FY 2015-16 due to a broken irrigation valve and resulting water loss. The cost to replace the valve and pay for the water required all existing Zone 5 reserves as well as a General Fund loan. To repay the loan, the assessment is proposed to be raised to the maximum allowed. The loan will be repaid this year and it is expected that the annual reserve will be rebuilt over the next few years.

The total proposed Zone 5 budget for FY 2016-17 is \$5,417.00. This is a 7% increase from FY 2015-16. The proposed funding will be from FY 2016-17 assessment revenues and from available Zone 5 reserves (in the form of anticipated miscellaneous revenue allocation). (See Table 2 in Part B for estimated dollar amounts.) The Zone 5 annual contingency has been reduced to zero to allow full repayment of the General Fund Loan this year.

For FY 2016-17, the proposed annual assessment to levy and collect for Zone 5 is proposed to increase by \$7.06 to \$135.90 per ESD. This is equal to the FY 2016-17 maximum allowable assessment for Zone 5. Ending FY 2016-17 reserves are anticipated to be near 2%. In order to keep up with inflation, the maximum annual assessment per ESD is proposed to be adjusted up by the 2015 CPI of +2.60%. (See Table 1.) Per both California Constitution, Article XIII D requirements, and the formation and annexation proceedings for this Assessment District, future annual assessments will be allowed at this adjusted maximum amount without having to send special ballots to the impacted property owners in Zone 5.

### **Zone 6 – Brookside Terrace**

During the annual proceedings for FY 2004-05, Zone 6, Brookside Terrace, was annexed into the Assessment District. For FY 2016-17, no annexations or changes are proposed for Zone 6. The special benefit received in Zone 6 includes the “back-on” landscape maintenance along a portion of Cloverdale Boulevard and West Brookside Drive and the park on West Brookside Drive along with related overhead. See the Assessment Diagram (Map) in Part F of this report for a location of the landscape maintenance areas.

During the previous year, no significant land use changes have occurred within Zone 6. No new annexations are proposed for Zone 6 for FY 2016-17. Zone 6 is built out and as a result, for FY 2016-17, the total number of ESD units is expected to stay the same at 14.00.

The total proposed Zone 6 budget for FY 2016-17 is \$8,816.00. This is a 12% increase from FY 2015-16. The proposed funding will be from FY 2016-17 assessment revenue and Zone 6 available reserves. (See Table 2 in Part B for estimated dollar amounts.)

For FY 2016-17, the proposed annual assessment to levy and collect for Zone 6 is proposed to increase by \$30.82 to \$593.72 per ESD. This is equal to the FY 2016-17 maximum allowable assessment for Zone 6. Ending fiscal year reserves are anticipated to be below the desired 25% level indicating an additional assessment increase may be required next year. In order to keep up with inflation, the maximum annual assessment per ESD is proposed to be adjusted up by the 2015 CPI of +2.60%. (See Table 1) Per both California Constitution, Article XIII D requirements, and the formation and annexation proceedings for this Assessment District, future annual assessments will be allowed to reach this adjusted maximum amount without having to send special ballots to the impacted property owners in Zone 6.

### **Zone 7 – Sunrise Hills Phase I and II**

During the annual proceedings for FY 2005-06 Zone 7, Sunrise Hills Phase 1, was annexed into the Assessment District. In FY 2006-07, Sunrise Hills Phase 2, was annexed into existing Zone 7. Landscaping and lighting improvements were accepted by the City in 2008. The special benefit received in Zone 7 includes “back-on” landscape maintenance along a portion of Foothill Boulevard, maintenance of the open space and drainage easement (wetland) area and street lighting costs installed with Phase 1; hydraulic and drainage easement maintenance, public trail maintenance and additional street lights installed with Phase 2 along with related overhead. See

the Assessment Diagram (Map) in Part F of this report for a location of the landscape maintenance areas.

During the previous year, no significant land use changes have occurred within Zone 7. No new annexations are proposed for Zone 7 for FY 2016-17. All 40 lots within Phase 1 are built, some with secondary dwelling units. Phase 2, consists of 18 residential lots, some of which are still undeveloped. For FY 2016-17, the total number of ESD units is expected to stay the same at 57.00. During FY 2015-16, along with regular maintenance, new mulch was added to the landscape beds along Foothill Boulevard.

The total proposed Zone 7 budget for FY 2016-17 is \$21,044.40. This is the same budget as FY 2015-16. The proposed funding will be from FY 2016-17 assessment revenues only. (See Table 2 in Part B for estimated dollar amounts.

For FY 2016-17, the proposed annual assessment to levy and collect for Zone 7 is \$369.20 per ESD. This is the same as was assessed in FY 2015-16 and is less than the maximum allowable assessment for Zone 7. The ending reserves are anticipated to be above the desired 25% level. If sufficient funds are available, repairs will be made and slurry seal applied to the asphalt trail adjacent to the wetland area. In order to keep up with inflation, the maximum annual assessment per ESD is proposed to be adjusted up by the 2015 CPI of +2.60%. (See Table 1.) Per both California Constitution, Article XIII D requirements, and the formation and annexation proceedings for this Assessment District, future annual assessments will be allowed to reach this adjusted maximum amount without having to send special ballots to the impacted property owners in Zone 7.

## FY 2016-17 Engineer's Report Format

This FY 2016-17 Engineer's Report consists of 6 Parts as follows:

- PART A - Plans & Specifications-** This portion of the Engineer's Report describes any plans and specifications that may be needed for the installation of the improvements. If plans and specifications exist, they are filed with the City Clerk. Although separately bound, the plans and specifications are part of this Engineer's Report and are included in it by reference.
- PART B - Budget Cost Estimates –** This portion of the Engineer's Report lists the total filed and approved budgets for Zones 1 through 7 and an overall Budget Summary for the seven Zones. In addition to a detailed FY 2016-17 Budget sheet for each of the seven Zones is a FY 2016-17 Summary of Fund Balances sheet.
- PART C - Assessment Roll –** A spreadsheet listing of FY 2016-17 assessments on each benefited parcel of land in Zones 1 through 7 within the Assessment District. The FY 2016-17 assessment amount is the estimated cost each parcel will contribute towards the operation and maintenance of the improvements within each respective Zone of the Assessment District.
- PART D - Method of Apportionment of Assessment -** A statement of the method used by Engineer of Work to determine the amount proposed to be assessed against each parcel within the Assessment District.
- PART E - Property Owner's List -** The names and addresses of the owners of real property within this Assessment District, as shown on the last equalized assessment roll for taxes. The Assessor Parcel Number (A.P.N.) for each parcel keys the list to the Assessment Roll shown in Part C.
- PART F - Assessment Diagrams –** An Assessment Diagram (maps) showing all of the parcels of real property within the boundaries of the seven Zones of the Assessment District. The Assessor Parcel Number (A.P.N.) for each parcel keys the property to the Assessment Roll shown in Part C. The A.P.N.'s are shown in the Assessor's Maps available at the County of Sonoma Assessor's Office.

**PART A**

**FY 2016-17  
PLANS AND SPECIFICATIONS**

The Assessment District will operate and maintain the landscape and related improvements in Zones 1, 2, 3, 4, 5, 6 and 7 as they have all been completed and accepted by the City of Cloverdale. Maintenance in each of these seven Zones may include repair, removal or replacement of any hardscape improvement, damaged irrigation facilities or diseased landscaping, weed and brush clearing, street lighting and other allowable maintenance items per Section 22531 of the Streets and Highways Code for the life of the Assessment District.

**PART B**  
**FY 2016-17**  
**BUDGET COST ESTIMATE**

The attached sheets include the budgets for FY 2016-17 for all those costs associated with the operation and maintenance in each of the seven Zones within the Assessment District. The budgets have been separated by Zone for clarity. The total budget summary for FY 2016-17 for the Cloverdale Landscaping and Lighting Assessment District is as follows:

|               | <b>As Filed With<br/>City</b> | <b>As Preliminarily<br/>Approved</b> | <b>As Finally<br/>Approved at<br/>Public Hearing</b> |
|---------------|-------------------------------|--------------------------------------|--|
| <b>Zone 1</b> | \$15,670.00                   | \$15,670.00                          |  |
| <b>Zone 2</b> | \$63,996.00                   | \$63,996.00                          |  |
| <b>Zone 3</b> | \$87,509.00                   | \$87,509.00                          |  |
| <b>Zone 4</b> | \$11,948.00                   | \$11,948.00                          |  |
| <b>Zone 5</b> | \$5,417.00                    | \$5,417.00                           |  |
| <b>Zone 6</b> | \$8,816.00                    | \$8,816.00                           |  |
| <b>Zone 7</b> | \$21,044.40                   | \$21,044.40                          |  |
|               | <b>\$214,400.40</b>           | <b>\$214,400.40</b>                  |  |

A breakdown of the FY 2016-17 budget in table format is as follows:

**Budget Summary**  
**Table 2**

|               | <b>Budget</b>       | <b>Projected<br/>Assessment<br/>Revenue</b> | <b>Reserves Used</b> | <b>Proposed FY<br/>Assessment<br/>Per ESD</b> | <b># of ESD's</b> |
|---------------|---------------------|---|----------------------|---|-------------------|
| <b>Zone 1</b> | \$15,670.00         | \$9,544.50                                  | \$6,125.50           | \$141.40                                      | 67.50             |
| <b>Zone 2</b> | \$63,996.00         | \$56,188.56                                 | \$7,807.44           | \$272.76                                      | 206.00            |
| <b>Zone 3</b> | \$87,509.00         | \$78,102.36                                 | \$9,406.64           | \$413.24                                      | 189.00            |
| <b>Zone 4</b> | \$11,948.00         | \$7,836.38                                  | \$4,111.62           | \$270.22                                      | 29.00             |
| <b>Zone 5</b> | \$5,417.00          | \$5,028.30                                  | \$388.70             | \$135.90                                      | 37.00             |
| <b>Zone 6</b> | \$8,816.00          | \$8,312.08                                  | \$503.92             | \$593.72                                      | 14.00             |
| <b>Zone 7</b> | \$21,044.40         | \$21,044.40                                 | \$0.00               | \$369.20                                      | 57.00             |
| <b>Total</b>  | <b>\$214,400.40</b> | <b>\$186,056.58</b>                         | <b>\$28,343.82</b>   |   |                   |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**  
**Zone 1 Jefferson Springs**  
**Creek Landscaping**

|  | <u>2015-16 Budget</u> | <u>2016-17 Budget</u> |  |          |  |   |  |  |  |  |          |
|--|-----------------------|-----------------------|--|----------|--|---|--|--|--|--|----------|
| <b>Personnel</b>   |                       |                       |  |          |  |   |  |  |  |  |          |
| Employee Costs (Labor and Administration)  | \$9,363.00            | \$10,825.00           |  |          |  |   |  |  |  |  |          |
| <b>Services</b>  |                       |                       |  |          |  |   |  |  |  |  |          |
| Assessment Engineering Services  | \$784.00              | \$820.00              |  |          |  |   |  |  |  |  |          |
| Miscellaneous Contract Services  | \$350.00              | \$450.00              |  |          |  |   |  |  |  |  |          |
| Computer Maintenance   | \$0.00                | \$0.00                |  |          |  |   |  |  |  |  |          |
| Vehicle Repair   | \$0.00                | \$250.00              |  |          |  |   |  |  |  |  |          |
| General Repair & Maintenance   | \$300.00              | \$300.00              |  |          |  |   |  |  |  |  |          |
| Training/Travel  | \$75.00               | \$75.00               |  |          |  |   |  |  |  |  |          |
| Operating Supplies   | \$900.00              | \$700.00              |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Services</b>   | <b>\$2,409.00</b>     | <b>\$2,595.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>Supplies</b>  |                       |                       |  |          |  |   |  |  |  |  |          |
| Small Tools & Equipment  | \$100.00              | \$75.00               |  |          |  |   |  |  |  |  |          |
| Fuel   | \$220.00              | \$175.00              |  |          |  |   |  |  |  |  |          |
| Utilities-Gas & Electric   | \$0.00                | \$0.00                |  |          |  |   |  |  |  |  |          |
| Utilities-Water  | \$900.00              | \$575.00              |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Supplies</b>   | <b>\$1,220.00</b>     | <b>\$825.00</b>       |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Expenses</b>   | <b>\$12,992.00</b>    | <b>\$14,245.00</b>    |  |          |  |   |  |  |  |  |          |
| <b>Contingency</b>   | <b>\$1,299.00</b>     | <b>\$1,425.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>TOTAL EXPENSES</b>  | <b>\$14,291.00</b>    | <b>\$15,670.00</b>    |  |          |  |   |  |  |  |  |          |
| Contribution from Reserves   | \$4,746.50            | \$6,125.50            |  |          |  |   |  |  |  |  |          |
| <b>TOTAL COSTS</b>   | <b>\$9,544.50</b>     | <b>\$9,544.50</b>     |  |          |  |   |  |  |  |  |          |
| <b>TOTAL REVENUE</b>   | <b>\$9,544.50</b>     | <b>\$9,544.50</b>     |  |          |  |   |  |  |  |  |          |
| <b>Estimated Number of ESD Units in Zone 1</b>   | <b>67.5</b>           | <b>67.5</b>           |  |          |  |   |  |  |  |  |          |
| <b>Proposed Assessment per ESD for Zone 1</b>  | <b>\$141.40</b>       | <b>\$141.40</b>       |  |          |  |   |  |  |  |  |          |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">2015-16 Zone 1 Maximum Annual Assessment per ESD</td> <td style="text-align: right; width: 20%;">\$194.06</td> <td style="width: 20%;"></td> </tr> <tr> <td style="padding-left: 20px;">2015 Cost of Living Increase (CPI)      2.60%</td> <td></td> <td></td> </tr> <tr> <td>2016-17 Zone 1 Maximum Annual Assessment per ESD</td> <td></td> <td style="text-align: right;">\$199.11</td> </tr> </table> |                       |                       | 2015-16 Zone 1 Maximum Annual Assessment per ESD | \$194.06 |  | 2015 Cost of Living Increase (CPI)      2.60% |  |  | 2016-17 Zone 1 Maximum Annual Assessment per ESD |  | \$199.11 |
| 2015-16 Zone 1 Maximum Annual Assessment per ESD   | \$194.06              |                       |  |          |  |   |  |  |  |  |          |
| 2015 Cost of Living Increase (CPI)      2.60%  |                       |                       |  |          |  |   |  |  |  |  |          |
| 2016-17 Zone 1 Maximum Annual Assessment per ESD   |                       | \$199.11              |  |          |  |   |  |  |  |  |          |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**  
**Zone 2 Vintage Meadows**  
**Street Landscaping and Park**

|  | <u>2015-16 Budget</u> | <u>2016-17 Budget</u> |
|--|-----------------------|-----------------------|
| <b>Personnel</b>                                 |                       |                       |
| Employee Costs (Labor and Administration)        | \$29,310.00           | \$34,253.00           |
| <b>Services</b>                                  |                       |                       |
| Assessment Engineering Services                  | \$3,379.00            | \$3,506.00            |
| Miscellaneous Contract Services                  | \$15,200.00           | \$15,200.00           |
| Computer Maintenance                             | \$0.00                | \$0.00                |
| Vehicle Repair                                   | \$0.00                | \$365.00              |
| General Repair & Maintenance                     | \$600.00              | \$600.00              |
| Training/Travel                                  | \$150.00              | \$150.00              |
| Operating Supplies                               | \$2,000.00            | \$2,000.00            |
| <b>Subtotal Services</b>                         | <b>\$21,329.00</b>    | <b>\$21,821.00</b>    |
| <b>Supplies</b>                                  |                       |                       |
| Small Tools & Equipment                          | \$400.00              | \$400.00              |
| Fuel   | \$350.00              | \$275.00              |
| Utilities-Gas & Electric                         | \$400.00              | \$325.00              |
| Utilities-Water                                  | \$4,200.00            | \$3,875.00            |
| <b>Subtotal Supplies</b>                         | <b>\$5,350.00</b>     | <b>\$4,875.00</b>     |
| <b>Subtotal Expenses</b>                         | <b>\$55,989.00</b>    | <b>\$60,949.00</b>    |
| <b>Contingency</b>                               | <b>\$2,799.56</b>     | <b>\$3,047.00</b>     |
| <b>TOTAL EXPENSES</b>                            | <b>\$58,788.56</b>    | <b>\$63,996.00</b>    |
| Contribution from Reserves                       | \$2,600.00            | \$7,807.44            |
| <b>TOTAL COSTS</b>                               | <b>\$56,188.56</b>    | <b>\$56,188.56</b>    |
| <b>TOTAL REVENUE</b>                             | <b>\$56,188.56</b>    | <b>\$56,188.56</b>    |
| <b>Estimated Number of ESD Units in Zone 2</b>   | <b>206.0</b>          | <b>206.0</b>          |
| <b>Proposed Assessment per ESD for Zone 2</b>    | <b>\$272.76</b>       | <b>\$272.76</b>       |
| 2015-16 Zone 2 Maximum Annual Assessment per ESD | \$387.08              |                       |
| 2015 Cost of Living Increase (CPI)      2.60%    |                       |                       |
| 2016-17 Zone 2 Maximum Annual Assessment per ESD |                       | \$397.14              |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**  
**Zone 3 The Cottages**  
**Landscaping & Maintenance**

|  | <u>2015-16 Budget</u> | <u>2016-17 Budget</u> |
|--|-----------------------|-----------------------|
| <b>Personnel</b>                                 |                       |                       |
| Employee Costs (Labor and Administration)        | <b>\$46,446.00</b>    | <b>\$54,335.00</b>    |
| <b>Services</b>                                  |                       |                       |
| Assessment Engineering Services                  | \$4,565.00            | \$4,794.00            |
| Miscellaneous Contract Services                  | \$6,700.00            | \$6,950.00            |
| Computer Maintenance                             | \$0.00                | \$0.00                |
| Vehicle Repair                                   | \$0.00                | \$525.00              |
| General Repair & Maintenance                     | \$600.00              | \$600.00              |
| Training/Travel                                  | \$210.00              | \$210.00              |
| Operating Supplies                               | \$3,200.00            | \$1,750.00            |
| <b>Subtotal Services</b>                         | <b>\$15,275.00</b>    | <b>\$14,829.00</b>    |
| <b>Supplies</b>                                  |                       |                       |
| Small Tools & Equipment                          | \$200.00              | \$100.00              |
| Fuel   | \$500.00              | \$375.00              |
| Utilities-Gas & Electric                         | \$620.00              | \$600.00              |
| Utilities-Water                                  | \$12,600.00           | \$13,103.00           |
| <b>Subtotal Supplies</b>                         | <b>\$13,920.00</b>    | <b>\$14,178.00</b>    |
| <b>Subtotal Expenses</b>                         | <b>\$75,641.00</b>    | <b>\$83,342.00</b>    |
| <b>Contingency</b>                               | <b>\$6,051.00</b>     | <b>\$4,167.00</b>     |
| <b>TOTAL EXPENSES</b>                            | <b>\$81,692.00</b>    | <b>\$87,509.00</b>    |
| Contribution from Reserves                       | \$13,776.74           | \$9,406.64            |
| <b>TOTAL COSTS</b>                               | <b>\$67,915.26</b>    | <b>\$78,102.36</b>    |
| <b>TOTAL REVENUE</b>                             | <b>\$67,915.26</b>    | <b>\$78,102.36</b>    |
| <b>Estimated Number of ESD Units in Zone 3</b>   | <b>189.0</b>          | <b>189.0</b>          |
| <b>Proposed Assessment per ESD for Zone 3</b>    | <b>\$359.34</b>       | <b>\$413.24</b>       |
| 2015-16 Zone 3 Maximum Annual Assessment per ESD | \$662.80              |                       |
| 2015 Cost of Living Increase (CPI)      2.60%    |                       |                       |
| 2016-17 Zone 3 Maximum Annual Assessment per ESD |                       | \$680.03              |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**  
**Zone 4 The Vineyards at Cloverdale**  
**Landscaping & Maintenance**

|  | <u>2015-16 Budget</u> | <u>2016-17 Budget</u> |  |          |  |   |  |  |  |  |          |
|--|-----------------------|-----------------------|--|----------|--|---|--|--|--|--|----------|
| <b>Personnel</b>   |                       |                       |  |          |  |   |  |  |  |  |          |
| Employee Costs (Labor and Administration)  | \$7,189.00            | \$8,359.00            |  |          |  |   |  |  |  |  |          |
| <b>Services</b>  |                       |                       |  |          |  |   |  |  |  |  |          |
| Assessment Engineering Services  | \$613.00              | \$625.00              |  |          |  |   |  |  |  |  |          |
| Miscellaneous Contract Services  | \$50.00               | \$50.00               |  |          |  |   |  |  |  |  |          |
| Computer Maintenance   | \$0.00                | \$0.00                |  |          |  |   |  |  |  |  |          |
| Vehicle Repair   | \$0.00                | \$100.00              |  |          |  |   |  |  |  |  |          |
| General Repair & Maintenance   | \$260.00              | \$260.00              |  |          |  |   |  |  |  |  |          |
| Training/Travel  | \$40.00               | \$40.00               |  |          |  |   |  |  |  |  |          |
| Operating Supplies   | \$200.00              | \$200.00              |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Services</b>   | <b>\$1,163.00</b>     | <b>\$1,275.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>Supplies</b>  |                       |                       |  |          |  |   |  |  |  |  |          |
| Small Tools & Equipment  | \$100.00              | \$100.00              |  |          |  |   |  |  |  |  |          |
| Fuel   | \$100.00              | \$100.00              |  |          |  |   |  |  |  |  |          |
| Utilities-Gas & Electric   | \$100.00              | \$225.00              |  |          |  |   |  |  |  |  |          |
| Utilities-Water  | \$1,500.00            | \$803.00              |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Supplies</b>   | <b>\$1,800.00</b>     | <b>\$1,228.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Expenses</b>   | <b>\$10,152.00</b>    | <b>\$10,862.00</b>    |  |          |  |   |  |  |  |  |          |
| <b>Contingency</b>   | <b>\$1,015.00</b>     | <b>\$1,086.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>TOTAL EXPENSES</b>  | <b>\$11,167.00</b>    | <b>\$11,948.00</b>    |  |          |  |   |  |  |  |  |          |
| Contribution from Reserves   | \$3,330.62            | \$4,111.62            |  |          |  |   |  |  |  |  |          |
| <b>TOTAL COSTS</b>   | <b>\$7,836.38</b>     | <b>\$7,836.38</b>     |  |          |  |   |  |  |  |  |          |
| <b>TOTAL REVENUE</b>   | <b>\$7,836.38</b>     | <b>\$7,836.38</b>     |  |          |  |   |  |  |  |  |          |
| <b>Estimated Number of ESD Units in Zone 4</b>   | <b>29.0</b>           | <b>29.0</b>           |  |          |  |   |  |  |  |  |          |
| <b>Proposed Assessment per ESD for Zone 4</b>  | <b>\$270.22</b>       | <b>\$270.22</b>       |  |          |  |   |  |  |  |  |          |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">2015-16 Zone 4 Maximum Annual Assessment per ESD</td> <td style="text-align: right; width: 20%;">\$342.44</td> <td style="width: 20%;"></td> </tr> <tr> <td style="padding-left: 20px;">2015 Cost of Living Increase (CPI)      2.60%</td> <td></td> <td></td> </tr> <tr> <td>2016-17 Zone 4 Maximum Annual Assessment per ESD</td> <td></td> <td style="text-align: right;">\$351.34</td> </tr> </table> |                       |                       | 2015-16 Zone 4 Maximum Annual Assessment per ESD | \$342.44 |  | 2015 Cost of Living Increase (CPI)      2.60% |  |  | 2016-17 Zone 4 Maximum Annual Assessment per ESD |  | \$351.34 |
| 2015-16 Zone 4 Maximum Annual Assessment per ESD   | \$342.44              |                       |  |          |  |   |  |  |  |  |          |
| 2015 Cost of Living Increase (CPI)      2.60%  |                       |                       |  |          |  |   |  |  |  |  |          |
| 2016-17 Zone 4 Maximum Annual Assessment per ESD   |                       | \$351.34              |  |          |  |   |  |  |  |  |          |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**  
**Zone 5 Ioli Ranch**  
**Landscaping & Maintenance**

|  | <u>2015-16 Budget</u> | <u>2016-17 Budget</u> |
|--|-----------------------|-----------------------|
| <b>Personnel</b>                                 |                       |                       |
| Employee Costs (Labor and Administration)        | \$3,006.00            | \$3,138.00            |
| <b>Services</b>                                  |                       |                       |
| Assessment Engineering Services                  | \$277.00              | \$279.00              |
| Miscellaneous Contract Services                  | \$0.00                | \$0.00                |
| Computer Maintenance                             | \$0.00                | \$0.00                |
| Vehicle Repair                                   | \$0.00                | \$100.00              |
| General Repair & Maintenance                     | \$120.00              | \$120.00              |
| Training/Travel                                  | \$13.00               | \$15.00               |
| Operating Supplies                               | \$120.00              | \$100.00              |
| <b>Subtotal Services</b>                         | <b>\$530.00</b>       | <b>\$614.00</b>       |
| <b>Supplies</b>                                  |                       |                       |
| Small Tools & Equipment                          | \$75.00               | \$75.00               |
| Fuel   | \$80.00               | \$75.00               |
| Utilities-Gas & Electric                         | \$100.00              | \$125.00              |
| Utilities-Water                                  | \$800.00              | \$824.00              |
| <b>Subtotal Supplies</b>                         | <b>\$1,055.00</b>     | <b>\$1,099.00</b>     |
| <b>Loan Reimbursement</b>                        |                       |                       |
| General Fund FY 2014-15 Loan Reimbursement       |                       | \$566.00              |
| <b>Subtotal Expenses</b>                         | <b>\$4,591.00</b>     | <b>\$5,417.00</b>     |
| <b>Contingency</b>                               | <b>\$459.08</b>       | <b>\$0.00</b>         |
| <b>TOTAL EXPENSES</b>                            | <b>\$5,050.08</b>     | <b>\$5,417.00</b>     |
| Contribution from Reserves                       | \$283.00              | \$388.70              |
| <b>TOTAL COSTS</b>                               | <b>\$4,767.08</b>     | <b>\$5,028.30</b>     |
| <b>TOTAL REVENUE</b>                             | <b>\$4,767.08</b>     | <b>\$5,028.30</b>     |
| <b>Estimated Number of ESD Units in Zone 5</b>   | <b>37.0</b>           | <b>37.0</b>           |
| <b>Proposed Assessment per ESD for Zone 5</b>    | <b>\$128.84</b>       | <b>\$135.90</b>       |
| 2015-16 Zone 5 Maximum Annual Assessment per ESD | \$132.46              |                       |
| 2015 Cost of Living Increase (CPI)      2.60%    |                       |                       |
| 2016-17 Zone 5 Maximum Annual Assessment per ESD |                       | \$135.90              |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**  
**Zone 6 Brookside Terrace**  
**Landscaping & Maintenance**

|  | <u>2015-16 Budget</u> | <u>2016-17 Budget</u> |  |          |  |   |  |  |  |  |          |
|--|-----------------------|-----------------------|--|----------|--|---|--|--|--|--|----------|
| <b>Personnel</b>   |                       |                       |  |          |  |   |  |  |  |  |          |
| Employee Costs (Labor and Administration)  | \$4,822.00            | \$5,626.00            |  |          |  |   |  |  |  |  |          |
| <b>Services</b>  |                       |                       |  |          |  |   |  |  |  |  |          |
| Assessment Engineering Services  | \$425.00              | \$477.00              |  |          |  |   |  |  |  |  |          |
| Miscellaneous Contract Services  | \$0.00                | \$0.00                |  |          |  |   |  |  |  |  |          |
| Computer Maintenance   | \$0.00                | \$0.00                |  |          |  |   |  |  |  |  |          |
| Vehicle Repair   | \$0.00                | \$125.00              |  |          |  |   |  |  |  |  |          |
| General Repair & Maintenance   | \$70.00               | \$70.00               |  |          |  |   |  |  |  |  |          |
| Training/Travel  | \$30.00               | \$30.00               |  |          |  |   |  |  |  |  |          |
| Operating Supplies   | \$100.00              | \$75.00               |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Services</b>   | <b>\$625.00</b>       | <b>\$777.00</b>       |  |          |  |   |  |  |  |  |          |
| <b>Supplies</b>  |                       |                       |  |          |  |   |  |  |  |  |          |
| Small Tools & Equipment  | \$70.00               | \$30.00               |  |          |  |   |  |  |  |  |          |
| Fuel   | \$100.00              | \$75.00               |  |          |  |   |  |  |  |  |          |
| Utilities-Gas & Electric   | \$120.00              | \$120.00              |  |          |  |   |  |  |  |  |          |
| Utilities-Water  | \$1,300.00            | \$1,658.00            |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Supplies</b>   | <b>\$1,590.00</b>     | <b>\$1,883.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Expenses</b>   | <b>\$7,037.00</b>     | <b>\$8,286.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>Contingency</b>   | <b>\$843.60</b>       | <b>\$530.00</b>       |  |          |  |   |  |  |  |  |          |
| <b>TOTAL EXPENSES</b>  | <b>\$7,880.60</b>     | <b>\$8,816.00</b>     |  |          |  |   |  |  |  |  |          |
| Contribution from Reserves   | \$0.00                | \$503.92              |  |          |  |   |  |  |  |  |          |
| <b>TOTAL COSTS</b>   | <b>\$7,880.60</b>     | <b>\$8,312.08</b>     |  |          |  |   |  |  |  |  |          |
| <b>TOTAL REVENUE</b>   | <b>\$7,880.60</b>     | <b>\$8,312.08</b>     |  |          |  |   |  |  |  |  |          |
| <b>Estimated Number of ESD Units in Zone 6</b>   | <b>14.0</b>           | <b>14.0</b>           |  |          |  |   |  |  |  |  |          |
| <b>Proposed Assessment per ESD for Zone 6</b>  | <b>\$562.90</b>       | <b>\$593.72</b>       |  |          |  |   |  |  |  |  |          |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">2015-16 Zone 6 Maximum Annual Assessment per ESD</td> <td style="text-align: right; width: 20%;">\$578.67</td> <td style="width: 20%;"></td> </tr> <tr> <td style="padding-left: 20px;">2015 Cost of Living Increase (CPI)      2.60%</td> <td></td> <td></td> </tr> <tr> <td>2016-17 Zone 6 Maximum Annual Assessment per ESD</td> <td></td> <td style="text-align: right;">\$593.72</td> </tr> </table> |                       |                       | 2015-16 Zone 6 Maximum Annual Assessment per ESD | \$578.67 |  | 2015 Cost of Living Increase (CPI)      2.60% |  |  | 2016-17 Zone 6 Maximum Annual Assessment per ESD |  | \$593.72 |
| 2015-16 Zone 6 Maximum Annual Assessment per ESD   | \$578.67              |                       |  |          |  |   |  |  |  |  |          |
| 2015 Cost of Living Increase (CPI)      2.60%  |                       |                       |  |          |  |   |  |  |  |  |          |
| 2016-17 Zone 6 Maximum Annual Assessment per ESD   |                       | \$593.72              |  |          |  |   |  |  |  |  |          |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**  
**Zone 7 Sunrise Hills**  
**Landscaping & Maintenance**

|  | <u>2015-16 Budget</u> | <u>2016-17 Budget</u> |  |          |  |   |  |  |  |  |          |
|--|-----------------------|-----------------------|--|----------|--|---|--|--|--|--|----------|
| <b>Personnel</b>   |                       |                       |  |          |  |   |  |  |  |  |          |
| Employee Costs (Labor and Administration)  | \$11,046.00           | \$13,297.00           |  |          |  |   |  |  |  |  |          |
| <b>Services</b>  |                       |                       |  |          |  |   |  |  |  |  |          |
| Assessment Engineering Services  | \$1,155.00            | \$1,098.00            |  |          |  |   |  |  |  |  |          |
| Miscellaneous Contract Services  | \$3,800.00            | \$300.00              |  |          |  |   |  |  |  |  |          |
| Computer Maintenance   | \$0.00                | \$0.00                |  |          |  |   |  |  |  |  |          |
| Vehicle Repair   | \$0.00                | \$225.00              |  |          |  |   |  |  |  |  |          |
| General Repair & Maintenance   | \$200.00              | \$100.00              |  |          |  |   |  |  |  |  |          |
| Training/Travel  | \$60.00               | \$60.00               |  |          |  |   |  |  |  |  |          |
| Operating Supplies   | \$1,200.00            | \$1,750.00            |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Services</b>   | <b>\$6,415.00</b>     | <b>\$3,533.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>Supplies</b>  |                       |                       |  |          |  |   |  |  |  |  |          |
| Small Tools & Equipment  | \$170.00              | \$100.00              |  |          |  |   |  |  |  |  |          |
| Fuel   | \$200.00              | \$150.00              |  |          |  |   |  |  |  |  |          |
| Utilities-Gas & Electric   | \$200.00              | \$0.00                |  |          |  |   |  |  |  |  |          |
| Utilities-Water  | \$1,100.00            | \$2,000.00            |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Supplies</b>   | <b>\$1,670.00</b>     | <b>\$2,250.00</b>     |  |          |  |   |  |  |  |  |          |
| <b>Subtotal Expenses</b>   | <b>\$19,131.00</b>    | <b>\$19,080.00</b>    |  |          |  |   |  |  |  |  |          |
| <b>Contingency</b>   | <b>\$1,913.40</b>     | <b>\$1,964.40</b>     |  |          |  |   |  |  |  |  |          |
| <b>TOTAL EXPENSES</b>  | <b>\$21,044.40</b>    | <b>\$21,044.40</b>    |  |          |  |   |  |  |  |  |          |
| Contribution from Reserves   | \$0.00                | \$0.00                |  |          |  |   |  |  |  |  |          |
| <b>TOTAL COSTS</b>   | <b>\$21,044.40</b>    | <b>\$21,044.40</b>    |  |          |  |   |  |  |  |  |          |
| <b>TOTAL REVENUE</b>   | <b>\$21,044.40</b>    | <b>\$21,044.40</b>    |  |          |  |   |  |  |  |  |          |
| <b>Estimated Number of ESD Units in Zone 7</b>   | <b>57.0</b>           | <b>57.0</b>           |  |          |  |   |  |  |  |  |          |
| <b>Proposed Assessment per ESD for Zone 7</b>  | <b>\$369.20</b>       | <b>\$369.20</b>       |  |          |  |   |  |  |  |  |          |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">2015-16 Zone 7 Maximum Annual Assessment per ESD</td> <td style="text-align: right; width: 20%;">\$416.25</td> <td style="width: 20%;"></td> </tr> <tr> <td style="padding-left: 20px;">2015 Cost of Living Increase (CPI)      2.60%</td> <td></td> <td></td> </tr> <tr> <td>2016-17 Zone 7 Maximum Annual Assessment per ESD</td> <td></td> <td style="text-align: right;">\$427.07</td> </tr> </table> |                       |                       | 2015-16 Zone 7 Maximum Annual Assessment per ESD | \$416.25 |  | 2015 Cost of Living Increase (CPI)      2.60% |  |  | 2016-17 Zone 7 Maximum Annual Assessment per ESD |  | \$427.07 |
| 2015-16 Zone 7 Maximum Annual Assessment per ESD   | \$416.25              |                       |  |          |  |   |  |  |  |  |          |
| 2015 Cost of Living Increase (CPI)      2.60%  |                       |                       |  |          |  |   |  |  |  |  |          |
| 2016-17 Zone 7 Maximum Annual Assessment per ESD   |                       | \$427.07              |  |          |  |   |  |  |  |  |          |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**

**Summary of Fund Balances**

**FY 2016-17**

**Zone 1 Jefferson Springs**

|  |             |
|--|-------------|
| Estimated Starting Reserve Fund Balance July 1 | \$27,574.00 |
| Estimated Assessment Revenue                   | \$9,544.50  |
| Estimated Miscellaneous Revenue Allocation     | \$1,682.00  |
| Estimated Expenses                             | \$15,670.00 |
| Estimated Ending Reserve Fund Balance June 30  | \$23,130.50 |

**Zone 2 Vintage Meadows**

|  |             |
|--|-------------|
| Estimated Starting Reserve Fund Balance July 1 | \$21,274.00 |
| Estimated Revenue                              | \$56,188.56 |
| Estimated Miscellaneous Revenue Allocation     | \$5,205.00  |
| Estimated Expenses                             | \$63,996.00 |
| Estimated Ending Reserve Fund Balance June 30  | \$18,671.56 |

**Zone 3 The Cottages**

|  |             |
|--|-------------|
| Estimated Starting Reserve Fund Balance July 1 | \$17,854.00 |
| Estimated Revenue                              | \$78,102.36 |
| Estimated Miscellaneous Revenue Allocation     | \$8,272.00  |
| Estimated Expenses                             | \$87,509.00 |
| Estimated Ending Reserve Fund Balance June 30  | \$16,719.36 |

**Zone 4 The Vineyards at Cloverdale**

|  |             |
|--|-------------|
| Estimated Starting Reserve Fund Balance July 1 | \$13,394.00 |
| Estimated Revenue                              | \$7,836.38  |
| Estimated Miscellaneous Revenue Allocation     | \$1,322.00  |
| Estimated Expenses                             | \$11,948.00 |
| Estimated Ending Reserve Fund Balance June 30  | \$10,604.38 |

**CITY OF CLOVERDALE**  
**Landscaping and Lighting Assessment District**  
**Fiscal Year 2016-17 Budget**

**Summary of Fund Balances**

**FY 2016-17**

**Zone 5 Ioli Ranch**

|  |            |
|--|------------|
| Estimated Starting Reserve Fund Balance July 1 | \$0.00     |
| Estimated Revenue                              | \$5,028.30 |
| Estimated Miscellaneous Revenue Allocation     | \$470.00   |
| Estimated Annual Expenses                      | \$4,851.00 |
| Estimated General Fund Reimbursement           | \$566.00   |
| Estimated Ending Reserve Fund Balance June 30  | \$81.30    |

**Zone 6 Brookside Terrace**

|  |            |
|--|------------|
| Estimated Starting Reserve Fund Balance July 1 | \$1,422.00 |
| Estimated Revenue                              | \$8,312.08 |
| Estimated Miscellaneous Revenue Allocation     | \$851.00   |
| Estimated Expenses                             | \$8,816.00 |
| Estimated Ending Reserve Fund Balance June 30  | \$1,769.08 |

**Zone 7 Sunrise Hills**

|  |             |
|--|-------------|
| Estimated Starting Reserve Fund Balance July 1 | \$8,460.00  |
| Estimated Revenue                              | \$21,044.40 |
| Estimated Miscellaneous Revenue Allocation     | \$2,007.00  |
| Estimated Expenses                             | \$21,044.40 |
| Estimated Ending Reserve Fund Balance June 30  | \$10,467.00 |

Note: Miscellaneous Revenue Allocation includes interest income plus ad valorem allocations.

**PART C**

**FY 2016-17 ASSESSMENT ROLL**

The total proposed assessment revenues for FY 2016-17 for the Cloverdale Landscaping and Lighting Assessment District is \$186,056.58 from the following sources:

| <b>Revenue</b>      | <b>Source</b> |
|---------------------|---------------|
| \$9,544.50          | From Zone 1   |
| \$56,188.56         | From Zone 2   |
| \$78,102.36         | From Zone 3   |
| \$7,836.38          | From Zone 4   |
| \$5,028.30          | From Zone 5   |
| \$8,312.08          | From Zone 6   |
| <u>\$21,044.40</u>  | From Zone 7   |
| <b>\$186,056.58</b> |               |

The individual annual assessment for each parcel within each of the seven Zones of the Assessment District is listed in the following pages. The lines and dimensions of each parcel are shown on the Assessor's Maps for the City of Cloverdale available at the County of Sonoma Assessor's Office.

**PART D**  
**FY 2016-17**  
**METHOD OF APPORTIONMENT OF ASSESSMENT**

The following is a brief description of the manner the annual assessment has been apportioned to each parcel in Zones 1, 2, 3, 4, 5, 6 and 7 within the Assessment District:

**Zones 1, 2, 3, 4, 5, 6 and 7**

Each parcel within each of the zones of the assessment district receives a direct special benefit from improvement covered by this assessment as follows:

Zone 1 - Zone 1 includes the maintenance of the landscaping and the public walkway adjacent to the creek running through Jefferson Springs Subdivision, Phases 3 & 4. The parcels within this zone receive a direct special benefit from the walkways and creek, as these amenities are an asset to the values of the homes in this zone and residents directly use these facilities for recreation and pleasure. Additionally, maintenance of the creek in this area ensures that the creek will remain clear of vegetation and garbage, thereby providing assurance from flooding in this area.

Zone 2 - Zone 2 funds the annual costs associated with the operation and maintenance of Vintage Meadows Park, the back-on landscaping along portions of Foothill Boulevard and S. Franklin Street within the subdivision, the traffic island within Healdsburg Avenue and the area at the intersection of Foothill Boulevard and Port Circle, south of Zinfandel Court. Parcels within this zone receive a special benefit from the park, as it is a neighborhood park that is readily accessible for all the residents of this subdivision that provides for exercise and beneficial use of the park amenities for this neighborhood. Additionally, maintenance of the landscaping provides a direct benefit for the parcels as maintaining the landscaping adds to property values and provides beneficial landscape features specific to residents within this zone.

Zone 3 - The related Assessment District improvements in Zone 3 include the linear park along Muscat Creek, “back-on” landscape maintenance along a portion of Foothill Boulevard within Zone 3, maintenance of the preserved wetlands area at the corner of Ranch House Drive and Elbridge Drive, weed abatement of the area just west of Ranch House Drive and Elbridge Avenue and other improvements within Zone 3. Parcels within this zone receive a special benefit from the linear park, as it is readily accessible for all the residents of this subdivision that provides for exercise and beneficial use of the park amenities for this neighborhood. Additionally, maintenance of the landscaping provides a direct benefit for the parcels as maintaining the landscaping adds to property values and provides beneficial landscape features specific to residents within this zone and weed abatement provides direct fire protection to the parcels in this development.

Zone 4 - The related improvements in Zone 4 include “back-on” landscaping along Foothill Boulevard and Mount Diablo Way and maintenance of a detention basin area within Zone 4. Residents within this zone directly benefit from maintenance of the landscaping, as maintaining the

landscaping adds to property values and provides beneficial landscape features specific to residents within this zone. Additionally, maintenance of the weeds within the detention pond in this development ensures that the storm drain facilities in this development operate properly and that capacity of the detention pond is maintained.

Zone 5 - The related improvements in Zone 5 include “back on” landscaping along Cloverdale Boulevard. Residents within this zone directly benefit from maintenance of the landscaping, as maintaining the landscaping adds to property values and provides beneficial landscape features specific to residents within this zone.

Zone 6 - The related improvements in Zone 6 include the “back-on” landscape maintenance along a portion of Cloverdale Boulevard and West Brookside Drive and the park on West Brookside Drive. Residents within this zone directly benefit from maintenance of the landscaping, as maintaining the landscaping adds to property values and provides beneficial landscape features specific to residents within this zone.

Zone 7 - The improvements in Zone 7 include “back-on” landscape maintenance along a portion of Foothill Boulevard, maintenance of the open space and drainage easement (wetland) area and street lighting costs. Residents within this zone directly benefit from maintenance of the landscaping, as maintaining the landscaping adds to property values and provides beneficial landscape features specific to residents within this zone. Additionally, maintenance of the drainage/wetlands area provides a direct benefit as this open space area is an amenity to the overall subdivision and provides added value by virtue of the open space and maintenance of the drainage course to ensure flooding is prevented. Maintenance of the lighting features in this subdivision benefit property owners as the lights are specialty lights that provide an amenity to the subdivision (higher caliber light than in other subdivisions), thereby adding to the quaintness of the development and the overall property values of the subdivision.

The method of apportionment (spread) equates all parcels in Zones 1, 2, 3, 4, 5, 6 and 7 within the boundaries of the Assessment District to an Equivalent Single-Family Dwelling (ESD) unit use, or portion thereof. The following basic use units reflect the relative benefit accruing to parcels of land within the Cloverdale Landscaping and Lighting Assessment District:

- |  |   |
|--|---|
| <b>1. Vacant parcel in undeveloped area</b>                  | <b>1/10 unit</b>  |
| <b>2. Vacant parcel in developed area</b>                    | <b>½ unit</b>   |
| <b>3. Single dwelling parcel</b>                             | <b>1 unit</b>   |
| <b>4. Multiple dwelling unit parcel</b>                      | <b>1 unit per dwelling</b>                                |
| <b>5. Commercial or Industrial parcel</b>                    | <b>1 unit per business</b>                                |
| <b>6. Commercial or Industrial parcel with dwelling unit</b> | <b>1 unit per business +<br/>1 unit per dwelling unit</b> |

Once the total number of ESD units is determined for each of the Zones, the total number of ESD units within each Zone shall be divided into each respective Zone’s operation and maintenance

expenses for the upcoming fiscal year (see Part B). This will result in the proposed annual assessment per ESD for the upcoming fiscal year. The annual assessment per ESD shall be multiplied by the total use units established for each parcel, or portion thereof, to determine the proposed total annual assessment for each parcel within each Zone 1, 2, 3, 4, 5, 6 and 7. Annual assessments are apportioned in this manner due to the relative benefit of the improvements to each of the parcels within each separate Zone. Since the improvements are easily accessible to all the parcels within each Zone, the level of benefit is equally spread to each parcel.

Although Section 22663 of the Streets and Highways Code typically requires that public property not be assessed, Article XIII D, Section 4(a) of the California Constitution now requires that public agencies shall not be exempt from assessment. However, the creek area, wetlands and public rights-of-way and easements within various Zones preclude construction of structures for other uses that conflict with the allowable zoning of these areas. Therefore, these publicly owned areas without a dwelling used exclusively for greenbelt, or open space, or upon the common area of any planned unit development receive no special benefit and do not receive an annual assessment.

## **PART E**

### **FY 2016-17 PROPERTY OWNERS LIST**

The names and addresses of each of the property owners as shown on the County of Sonoma Assessor's Tax Assessment Roll have been keyed to the special assessment number (Assessor Parcel Number) as shown in Part C – Assessment Roll of this Engineer's Report.

## **PART F**

### **FY 2016-17 ASSESSMENT DIAGRAMS**

Attached are the Assessment Diagrams (Maps) for the seven Zones within the Assessment District. The first Assessment Diagram is an overview map showing the locations of all seven Zones of the Assessment District. Please note the lines and dimensions of each parcel, as well as the distinctive Assessor's Parcel Number, are shown on the Assessor's Maps for the City of Cloverdale available at the County of Sonoma Assessor's Office. The attached pages also provide the reference to the appropriate Assessor Books at the County of Sonoma Assessor's Office for the respective subdivisions in each of the seven Zones.

### **Zone 1 – Jefferson Springs:**

All the land lying within the Jefferson Springs Phase 3 Subdivision filed in the recorder's office of the County of Sonoma in book 565 of Maps, Pages 36-41.

All the land lying within the Jefferson Springs Phase 4 Subdivision filed in the recorder's office of the County of Sonoma in book 583 of Maps, Pages 42-48.

### **Zone 2 – Vintage Meadows:**

All the land lying within the Vintage Meadows Subdivision, filed in the recorder's office of the County of Sonoma in book 599 of Maps, Pages 11-17.

All the land lying within the Vintage Meadows II Subdivision, filed in the recorder's office of the County of Sonoma in book 656 of Maps, Pages 48-54.

All the land lying within the Vintage Meadows III Subdivision, filed in the recorder's office of the County of Sonoma in book 636 of Maps, Pages 15-24.

### **Zone 3 – The Cottages:**

All the land lying within The Cottages of Cloverdale Phase 1 Subdivision filed in the recorder's office of the County of Sonoma in book 614 of Maps, Pages 43-50.

All the land lying within The Cottages of Cloverdale Phase 2 Subdivision filed in the recorder's office of the County of Sonoma in book 633 of Maps, Pages 12-18.

All the land lying within The Cottages of Cloverdale Phase 3 Subdivision filed in the recorder's office of the County of Sonoma in book 640 of Maps, Pages 24-30.

All the land lying within The Cottages of Cloverdale Phase 4 Subdivision filed in the recorder's office of the County of Sonoma in book 655 of Maps, Pages 1-5.

### **Zone 4 – The Vineyards at Cloverdale:**

All the land lying within Vineyards at Cloverdale Subdivision filed in the recorder's office of the County of Sonoma in Book 660 of Maps, Pages 18-21.

### **Zone 5 – Ioli Ranch:**

All the land lying within the Ioli Ranch Subdivision filed in the recorder's office of the County of Sonoma in Book 645 of Maps, Pages 30-37.

### **Zone 6 – Brookside Terrace:**

All the land lying within the Brookside Terrace Subdivision filed in the recorder's office of the County of Sonoma in Book 658 of Maps, Pages 11-14.

**Zone 7 – Sunrise Hills:**

All the land lying within the Sunrise Hills Subdivision filed in the recorder's office of the County of Sonoma in Book 663 of Maps, Pages 48-52.

All the land lying within the Sunrise Hills 2 Subdivision filed in the recorder's office of the County of Sonoma in Book 701 of Maps, Pages 01-04.



JEFFERSON  
SPRINGS  
ZONE 1

VINTAGE  
MEADOWS  
ZONE 2

IOLI RANCH  
ZONE 5

BROOKSIDE  
TERRACE  
ZONE 6

THE COTTAGES  
ZONE 3

THE VINEYARDS AT  
CLOVERDALE  
ZONE 4

SUNRISE HILLS  
ZONE 7

NOTE:  
 FOR THE DISTINCTIVE  
 ASSESSMENT NUMBER  
 AND DETAILED  
 DESCRIPTION OF THE  
 LINES AND  
 DIMENSIONS OF EACH  
 PARCEL, REFER TO  
 THE ASSESSOR'S  
 PARCEL MAPS FOR  
 THE CITY OF  
 CLOVERDALE,  
 AVAILABLE AT THE  
 COUNTY OF SONOMA,  
 ASSESSOR'S OFFICE.



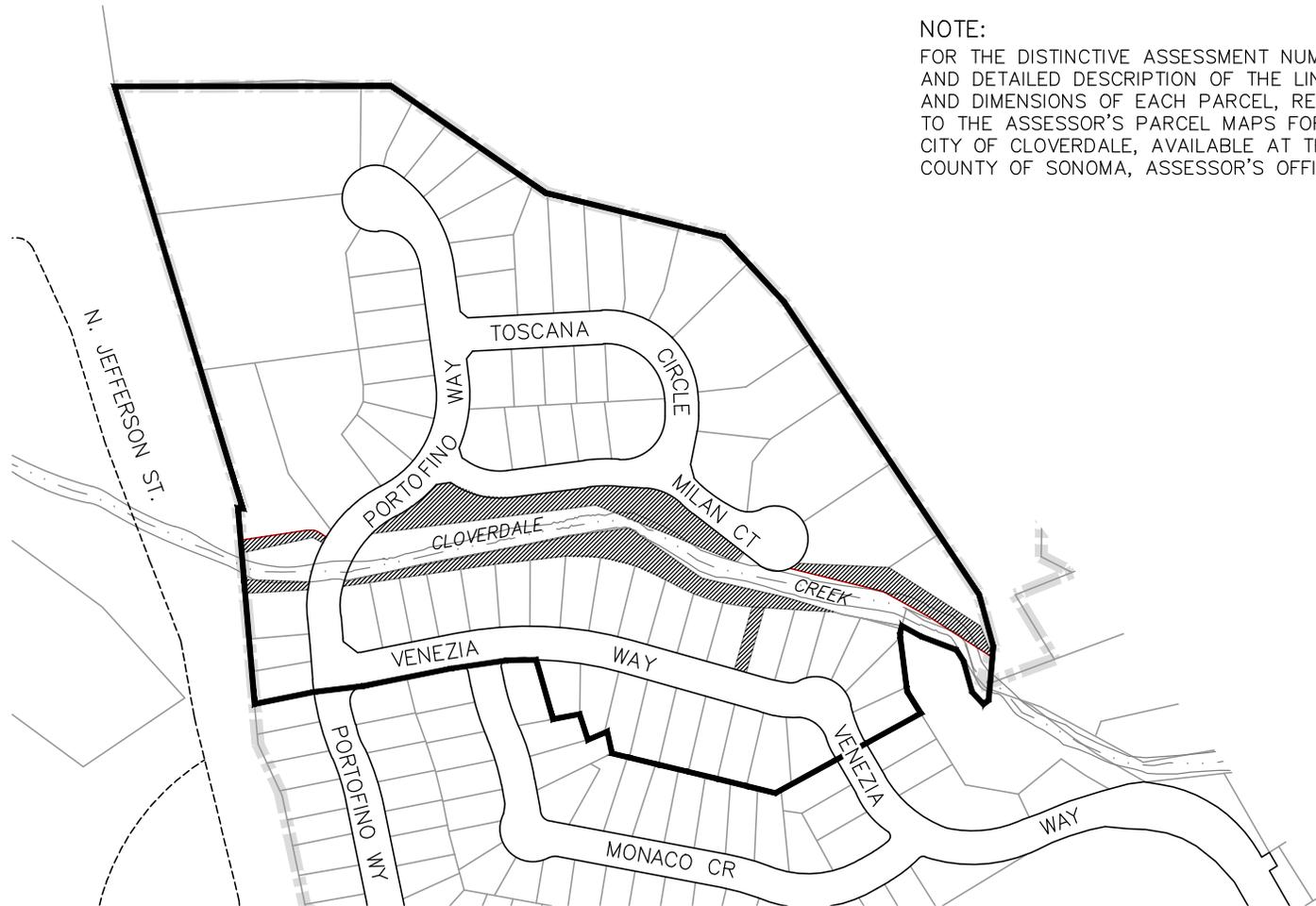
**Coastland Civil Engineering, Inc.**  
 1400 Neotomas Avenue, Santa Rosa, CA 95405  
 707.571.8005

### LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- ZONE 1 JEFFERSON SPRINGS
- ZONE 2 VINTAGE MEADOWS
- ZONE 3 THE COTTAGES
- ZONE 4 THE VINEYARDS AT CLOV.
- ZONE 5 IOLI RANCH
- ZONE 6 BROOKSIDE TERRACE
- ZONE 7 SUNRISE HILLS

## CITY OF CLOVERDALE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT ASSESSMENT DIAGRAM

ALL ZONES  
 FISCAL YEAR 2016-2017



**NOTE:**

FOR THE DISTINCTIVE ASSESSMENT NUMBER AND DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL, REFER TO THE ASSESSOR'S PARCEL MAPS FOR THE CITY OF CLOVERDALE, AVAILABLE AT THE COUNTY OF SONOMA, ASSESSOR'S OFFICE.

**ZONE 1 – JEFFERSON SPRINGS 3 & 4**

**CITY OF CLOVERDALE**  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
**ASSESSMENT DIAGRAM**

**ZONE 1**  
**FISCAL YEAR 2016–2017**

**LEGEND**

-  LANDSCAPE MAINTENANCE AREAS
-  ASSESSMENT DISTRICT BOUNDARY



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**NOTE:**

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ZONE 2 - VINTAGE MEADOWS

**CITY OF CLOVERDALE**  
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
**ASSESSMENT DIAGRAM**

ZONE 2  
 FISCAL YEAR 2016-2017

**LEGEND**

-  LANDSCAPE MAINTENANCE AREAS
-  ASSESSMENT DISTRICT BOUNDARY



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**ZONE 3 - THE COTTAGES - PHASES 1, 2, 3, 4**

**CITY OF CLOVERDALE**  
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
**ASSESSMENT DIAGRAM**

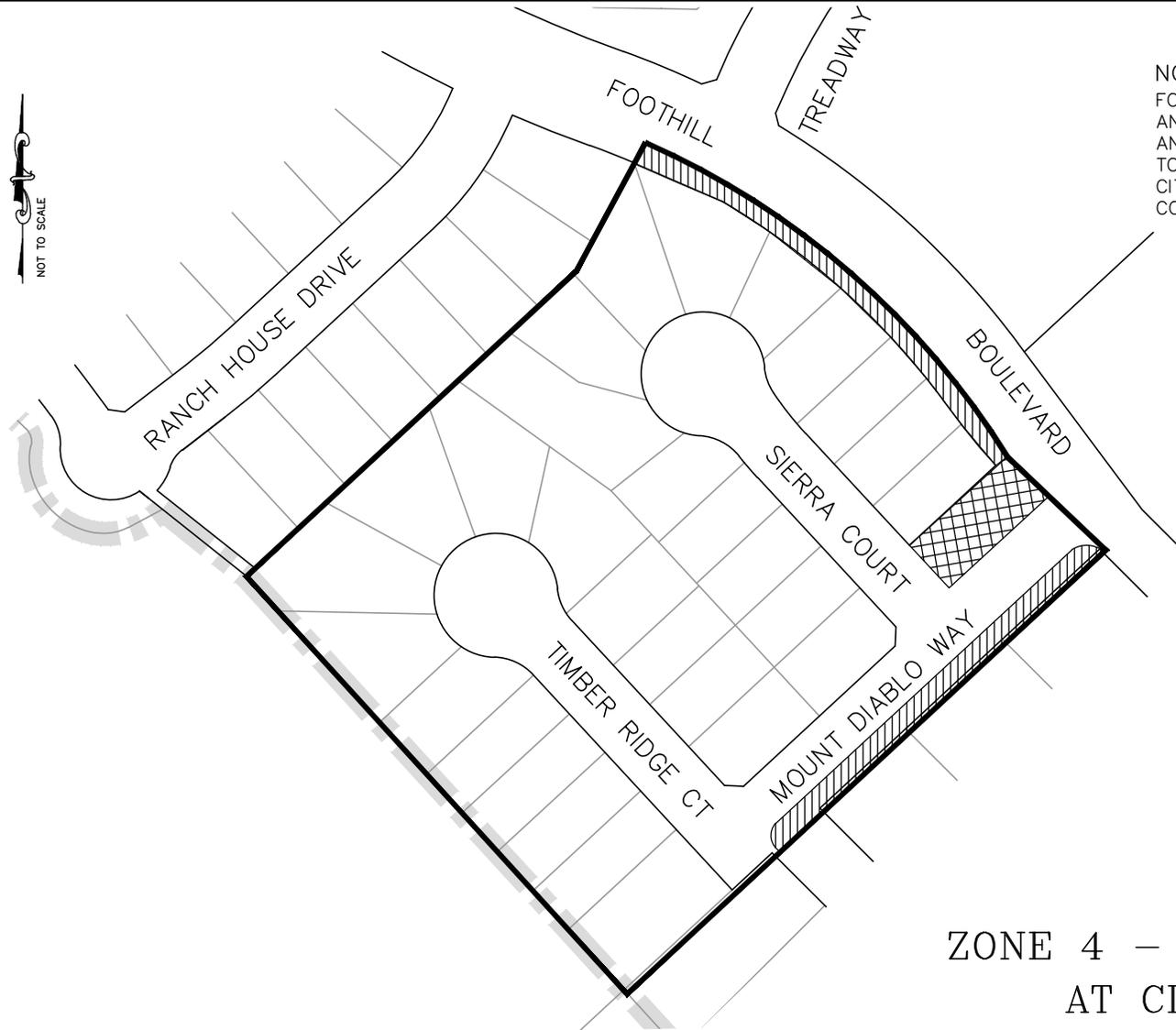
**ZONE 3**  
**FISCAL YEAR 2016-2017**

**LEGEND**

- ASSESSMENT DISTRICT BOUNDARY
- BACK ON LANDSCAPING
- WEED ABATEMENT
- WETLAND MAINTENANCE
- LINEAR CREEK WALKING PATH



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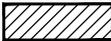
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ZONE 4 – THE VINEYARDS  
 AT CLOVERDALE

CITY OF CLOVERDALE  
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
 ASSESSMENT DIAGRAM

ZONE 4  
 FISCAL YEAR 2016-2017

**LEGEND**

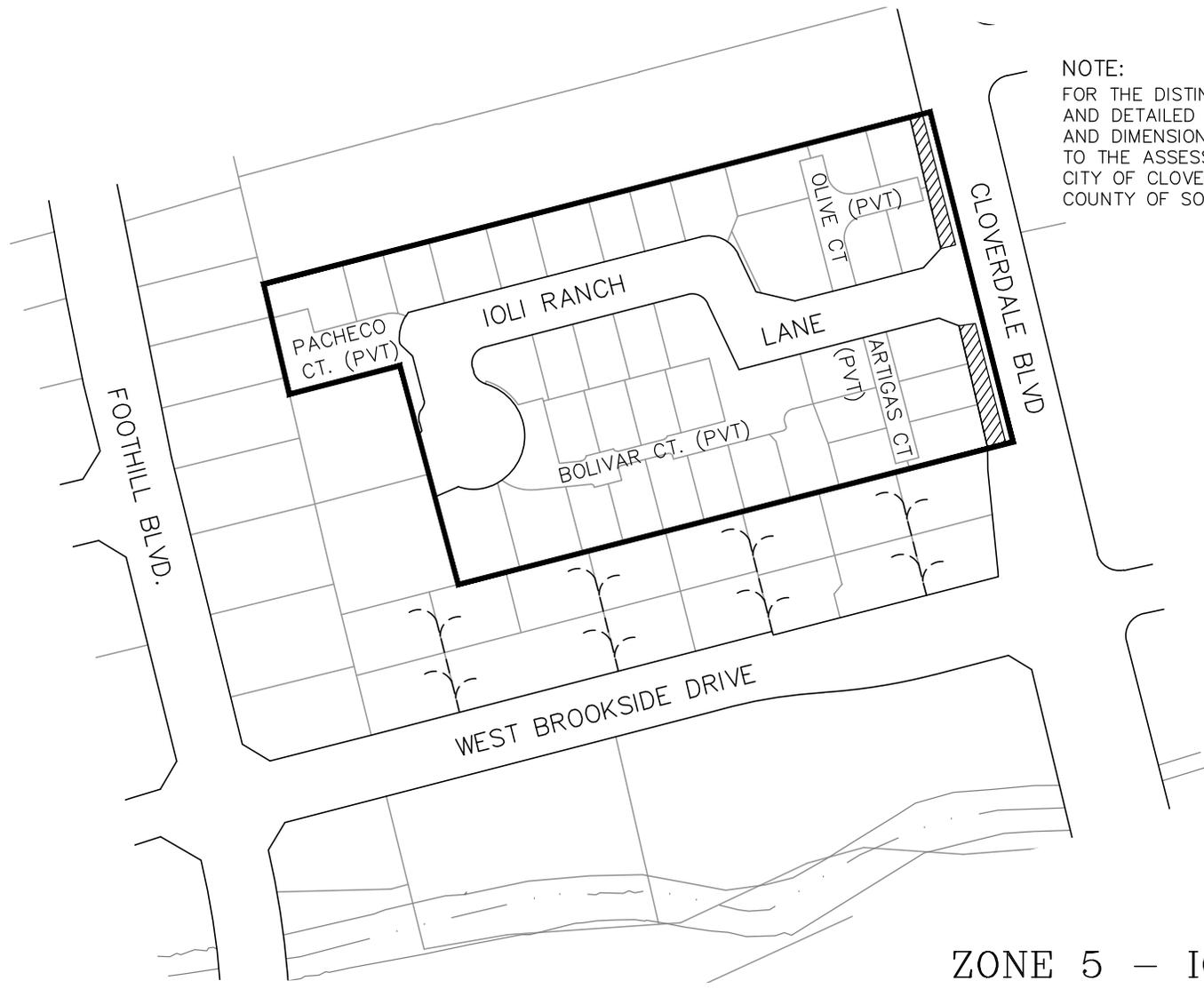
-  LANDSCAPE MAINTENANCE AREAS
-  DETENTION BASIN AREA
-  ASSESSMENT DISTRICT BOUNDARY



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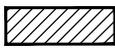


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ZONE 5 - IOLI RANCH

**CITY OF CLOVERDALE**  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
**ASSESSMENT DIAGRAM**  
ZONE 5  
FISCAL YEAR 2016-2017

**LEGEND**

-  LANDSCAPE MAINTENANCE AREAS
-  ASSESSMENT DISTRICT BOUNDARY



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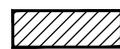
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**ZONE 6  
BROOKSIDE TERRACE**

**CITY OF CLOVERDALE**  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
**ASSESSMENT DIAGRAM**  
ZONE 6  
FISCAL YEAR 2016-2017

**LEGEND**



LANDSCAPE MAINTENANCE AREAS



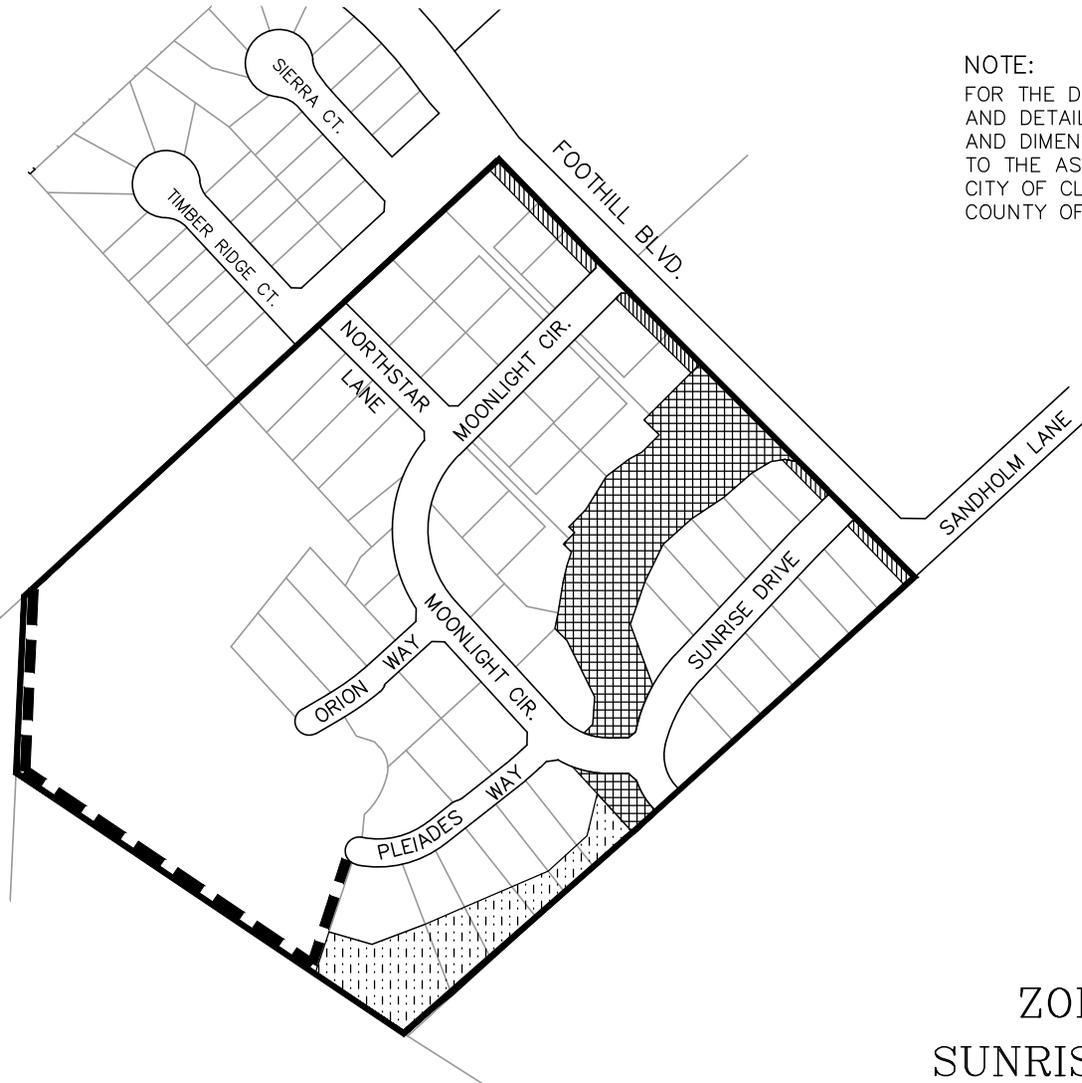
ASSESSMENT DISTRICT BOUNDARY



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**NOTE:**

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**ZONE 7  
 SUNRISE HILLS**

**CITY OF CLOVERDALE  
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
 ASSESSMENT DIAGRAM**

**ZONE 7  
 FISCAL YEAR 2016-2017**

**LEGEND**

-  OPEN SPACE AND DRAINAGE EASEMENT AREA (WETLAND)
-  LANDSCAPE MAINTENANCE AREAS
-  HYDRAULIC MAINTENANCE & DRAINAGE EASEMENT
-  PUBLIC TRAIL
-  ASSESSMENT DISTRICT BOUNDARY



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**City Council/Successor Agency  
Agenda Item Summary**

Agenda Item: 17  
Meeting Date: June 28, 2016

|   |   |
|---|---|
| <b>Agenda Section</b><br>Public Hearing | <b>Staff Contact</b><br>David Kelley, Assistant City Manager, Comm. Dev. Dir. |
|---|---|

**Agenda Item Title**

Public Hearing on Notice to Destroy Weeds for specified private properties located within the city limits.

**Summary**

On May 24, 2016, pursuant to City of Cloverdale Municipal Code Section 8.16, entitled "Weed Abatement", the City Council declared, by Resolution No. 040-2016, that weed conditions at certain properties within the City of Cloverdale identified on Exhibit 1 to the Resolution constituted a public nuisance and approved removal of the weeds from those properties.

The resolution set out a general description of such weeds and their locations and fixed this date, time and place for the hearing of any objections to the proposed destruction or removal of such weeds by the City. After adoption of Resolution No. 040-2016, Fire District staff and City staff conducted follow-up site inspections. Based on the follow up site inspection, City staff prepared and distributed a Notice to Destroy Weeds to five property owners at their last known address according to the latest assessor's roll, pursuant to Municipal Code section 8.16.050. As of June 22, 2016, 5 properties had not complied with the Notice to Destroy Weeds. The properties identified as being out of compliance with Municipal Code Section 8.16 are as follows:

| <b><u>Property Address</u></b> | <b><u>Assessor Parcel Number (APN)</u></b> |
|--------------------------------|--|
| 100 Polaris Ct.                | APN: 117-350-009                           |
| 102 Orion Ct.                  | APN: 117-350-014                           |
| 106 Orion Ct.                  | APN: 117-350-012                           |
| 555 N. Jefferson St            | APN: 116-430-007                           |
| 210/212 Vista View             | APN: 001-340-003/004                       |

At this hearing, Council will hear and consider all objections to the proposed destruction and removal of such weeds. The Council, by motion, may allow or overrule any or all objections, whereupon the City Council may thereupon be deemed to have acquired jurisdiction to proceed and perform the work of removal, and the decision of the Council on the matter shall be deemed final and conclusive.

As a separate action, the Council may by resolution order the abatement of such nuisance or cause the same to be abated by having the weeds destroyed by any method. The resolution also gives the authority to enter onto the private property. An owner can destroy the weeds any time prior to the time of destruction and avoid having the costs assessed on the property.

**Options**

1. Hold the hearing, by motion overrule any and all objections, and then move for approval to adopt the Resolution No. 055-2016, by title only.

2. Hold the hearing, by motion allow any or all objections, provide direction to staff, and continue the hearing date certain if deemed necessary.

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**Budget/Financial Impact**

Expenses including weed abatement and incidental administrative costs shall constitute a lien and may be assessed upon the property.

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**Subcommittee Recommendation**

N/A

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**Recommended Council Action**

1. Open the hearing, receive and consider all objections to the proposed destruction and removal of weeds constituting a public nuisance; and
  2. By motion, overrule any or all objections (only if objections are received, if not go directly to no. 3); and
  3. By motion adopt Resolution No. 055-2016 ordering the abatement of weeds previously declared a nuisance on private properties located at:  
100 Polaris Court (APN 117-350-009), 102 Orion Court (APN 117-350-014), 106 Orion Court (APN 117-350-012), 555 N. Jefferson (APN: 116-430-007) and 210/212 Vista View (APN: 001-340-003/004) authorizing the Cloverdale Fire Protection District Chief or his designee, or other authorized person to enter said properties to abate the weeds, and authorizing staff to seek an abatement order through the Sonoma County Superior Court for the same, if required under the circumstances.
- 

**Attachments:**

1. Resolution No. 055-2016
- 

**cc:** Jason Jenkins, Fire Chief

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 055-2016**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE ORDERING THE CLOVERDALE FIRE PROTECTION DISTRICT CHIEF OR OTHER AUTHORIZED PERSON TO ABATE WEEDS PREVIOUSLY DECLARED A NUISANCE ON PRIVATE PROPERTIES LOCATED AT 100 POLARIS COURT (APN 117-350-009), 102 ORION COURT (APN 117-350-014), 106 ORION COURT (APN 117-350-012), 555 N. JEFFERSON (APN: 116-430-007) AND 210/212 VISTA VIEW (APN: 001-340-003/004); AUTHORIZING THE CLOVERDALE FIRE PROTECTION DISTRICT CHIEF OR OTHER AUTHORIZED PERSON TO ENTER ONTO SAID PROPERTIES TO ABATE THE WEEDS; AND, AUTHORIZING STAFF TO SEEK AN ABATEMENT ORDER THROUGH THE SONOMA COUNTY SUPERIOR COURT FOR THE SAME, IF NECESSARY UNDER THE CIRCUMSTANCES**

**WHEREAS**, May 24, 2016, pursuant to City of Cloverdale Municipal Code Section 8.16, entitled “Weed Abatement”, the City Council did declare, by Resolution No. 040-2016, that the weeds growing on the private properties located throughout the City of Cloverdale including 100 Polaris Court (APN 117-350-009), 102 Orion Court (APN 117-350-014), 106 Orion Court (APN 117-350-012), 555 N. Jefferson (APN: 116-430-007) and 210/212 Vista View (APN: 001-340-003/004) constitute a public nuisance and pose a risk to public safety by creating a fire hazard and ordered said nuisance conditions to be abated by the destruction or removal of the weeds; and

**WHEREAS**, Resolution 040-2016 established that if the weeds are not abated by removal or destruction prior to June 28, 2016 they will be removed and the nuisance abated by the City; and

**WHEREAS**, Resolution 040-2016 established a hearing on any objections to the proposed destruction or removal of such weeds by the City for Tuesday, June 26, 2016, at or soon after 6:30 p.m., at 209 N. Cloverdale Blvd., Cloverdale, California; and

**WHEREAS**, the office of the City Clerk did mail written Notices to Destroy Weeds, as set forth in Cloverdale Municipal Code section 8.16.050, to each of the assessed owners of record of the subject properties setting the date of June 28, 2016 at or soon after 6:30 p.m. for hearing objections; and

**WHEREAS**, on June 28, 2016 the City Council did hold a hearing on the Notice to Destroy Weeds as prescribed in the Notice for the purpose of considering any evidence from the owners of the property located at 100 Polaris Court (APN 117-350-009), 102 Orion Court (APN 117-350-014), 106 Orion Court (APN 117-350-012), 555 N. Jefferson (APN: 116-430-007) and 210/212 Vista View (APN: 001-340-003/004) opposing the Notice to Destroy Weeds; and

**WHEREAS**, a report by the City Staff was presented and made a part of the recommendations of said meeting; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Cloverdale does order the Cloverdale Fire Protection District Chief, his representative, or other authorized person, to abate the nuisance by removing the weeds in a method deemed appropriate; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Cloverdale does hereby expressly authorize the Cloverdale Fire Protection District Chief, his representative, or other authorized person, to enter onto private property to abate the weeds; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Cloverdale does hereby authorize staff to seek an abatement order through the Sonoma County Superior Court, if necessary under the circumstances.

**IT IS HEREBY CERTIFIED** that the foregoing Resolution No. 055-2016 was duly introduced and legally adopted by the City Council of the City of Cloverdale at its regular Meeting held on this 28h day of June, 2016 by the following roll call vote: ( - )

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved

Attested

---

Mary Ann Brigham, Mayor

---

Linda Moore, Deputy City Clerk



**City Council/Successor Agency  
Agenda Item Summary**

Agenda Item: 18  
Meeting Date: June 28, 2016

**Agenda Section**

New Business

**Staff Contact**

Paul Cayler, City Manager

**Agenda Item Title**

Resolution of the City Council Authorizing the City Manager to Execute an Individual At-Will Employment Agreement with Mr. Mark Rincon-Ibarra as Cloverdale Public Works Director

**Summary**

The City of Cloverdale has been under direction of Interim City Engineer/Public Works Director since September 2015. A primary objective of the Cloverdale City Council has been to fill key leadership positions in City Hall. The permanent Cloverdale Public Works Director position has been a challenge to fill. The first attempts to recruit were for a City Engineer/Public Works Director. Those efforts were unsuccessful, therefore the job description was rewritten to eliminate the requirement for applicants to be a licensed professional engineer. The City Council approved a new job description and salary scale for "Public Works Director". The responds to the new position of "Public Works Director" had a positive response with 22 applications received. The applications were screened and the top five applicants were invited to interview. The five candidates were interviewed by a panel made up of two Senior Staff members and a citizen representative. In addition, the City Manager, a member of the Cloverdale City Council, and a supervisor in the Public Works Department observed the interviews, but did not participate in the panel's ranking of the candidates. Based on the ranking from the panel, the City Manager conducted informal interviews with the top three candidates. After the informal interviews, the City Manager directed that the top candidate begin process of background checks. The City Attorney prepared and negotiated an at-will employment agreement with the top candidate. The top candidate is Mr. Mark Rincon-Ibarra. Mr. Rincon-Ibarra's biography is attached for your information. Mr. Rincon-Ibarra has stated that he is ready to execute the employment agreement presented by City Attorney for an annual salary of \$111,800. The complete at-will employment agreement is attached for review. Mr. Rincon-Ibarra is scheduled to begin work at Cloverdale City Hall on Monday July 11, 2016.

**Options**

The following are options: 1) Adopt the attached resolution granting the City Manager the authority to execute an individual at-will employment agreement with Mr. Mark Rincon-Ibarra as Public Works Director; or 2) Reject the resolution authorizing the employment agreement.

**Budget/Financial Impact**

This is a funded and budgeted position. The annual salary will be \$111,800.

**Subcommittee Recommendation**

None.

**Recommended Council Action**

The City Manager recommends that the City Council adopt the attached resolution, and thus authorize the City Manager to execute the at-will employment agreement with Mr. Mark Rincon-Ibarra for the position of Public Works Director.

**Attachments:**

1. Proposed resolution.
2. Proposed At-Will Employment Agreement with Mark Rincon-Ibarra.
3. Mark Rincon-Ibarra's Biography.

**cc:**

P.O. Box 217 • 124 North Cloverdale Blvd. • Cloverdale, CA 95425-0217 • Telephone (707) 894-2521 • FAX (707) 894-3451

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION No. 056 –2016**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE APPROVING AN AT-WILL  
EMPLOYMENT AGREEMENT WITH MARK RINCON-IBARRA AS CLOVERDALE PUBLIC WORKS DIRECTOR**

**WHEREAS**, the City Council recognizes that the Cloverdale Public Works Director is a department head level position that serves a critical role in the City’s public works function for which requires effective leadership in order to efficiently operate and respond to community needs for effective streets, water treatment, wastewater treatment, and parks; and

**WHEREAS**, Section 2.08.090(3)a of the Cloverdale Municipal Code states: “It shall be the duty of the city manager to, and he shall appoint, remove, promote, and demote any and all officers and employees of the city, except the city clerk, city attorney and city treasurer, subject to personnel rules and regulations as adopted by the city council”; and

**WHEREAS**, Section 2.48.040 of the Cloverdale Municipal Code sets forth that department heads are excluded from competitive service; and

**WHEREAS**, the Public Works Director position may be compensated and receive benefits in accordance with an individual at-will agreement and salary as approved by the City Council; and

**WHEREAS**, the permanent Public Works Director position is currently vacant, and the City engaged in a recruitment and selection process to fill the position; and

**WHEREAS**, the recruitment and selection process included screening of submitted employment applications, and then interviews of the candidates before a panel made up of City staff and a community member; and

**WHEREAS**, the panel interviewed qualified individuals for the position of Public Works Director and recommended the top candidates to the City Manager, and after informal interviews with the top candidates and deliberation, the City Manager selected Mr. Mark Rincon-Ibarra to fill the position of Public Works Director; and

**WHEREAS**, Mr. Rincon-Ibarra is prepared to execute an individual at-will employment agreement at the salary, benefits and conditions approved by the City Council; and

**WHEREAS**, the City Manager recommends that the City Council authorize execution of at-will employment agreement with Mr. Rincon-Ibarra.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLOVERDALE** that the City Council hereby approves the At-Will Employment Agreement, attached hereto as Exhibit A, as approved by the City Attorney, and authorizes the City Manager execute the Employment Agreement on behalf of the City of Cloverdale with Mr. Mark Rincon-Ibarra for the position of Public Works Director.

It is hereby certified that the foregoing Resolution No.056-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on this 28th day of June, 2016 by the following Roll Call vote: (x-x)

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

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Mary Ann Brigham, Mayor

---

Linda Moore, Deputy City Clerk

2525620.1



## **AT WILL EMPLOYMENT AGREEMENT**

This **EMPLOYMENT AGREEMENT** (this “Agreement”), is made and entered into this \_\_\_\_\_, 2016, by and between the **CITY OF CLOVERDALE**, a general law City (the “City”), and Mr. Mark Rincon-Ibarra (“**Employee**”), collectively referred to as “**Parties**”.

### **RECITALS**

The City desires to employ Mr. Mark Rincon-Ibarra as Public Works Director of the City of Cloverdale. Mr. Mark Rincon-Ibarra desires to serve as Public Works Director of the City of Cloverdale. The City Manager, through his appointing power, and Mr. Mark Rincon-Ibarra, desire to agree in writing to the terms and conditions of Mr. Mark Rincon-Ibarra employment as Public Works Director.

### **AGREEMENT**

#### **1. DUTIES.**

- a. The City agrees to employ Employee as Public Works Director of the City to perform the functions and duties specified in the position description, and in the ordinances and resolutions of the City, and to perform other legally permissible and proper duties and functions as the City Manager may from time to time assign.
- b. Employee shall perform the job duties to the best of Employee’s ability in accordance with the highest professional and ethical standards of the profession, and shall comply with all general rules and regulations established by the City.
- c. Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law or that is otherwise prohibited by law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by the Political Reform Act (CA Government Code section 81000, et seq.).

#### **2. TERM.**

- a. The term of this Agreement shall be from July 11, 2016, until terminated by either party in accordance with the provisions set forth in Section 3, or until terminated by the event of the death or permanent disability of Employee.
- b. Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall not engage in any other employment, or enter into any contract for services, paid or unpaid, or receive any compensation for work performed from any other employer other than the City, without prior authorization of the Cloverdale City Manager.

#### **3. CONDITIONS OF EMPLOYMENT.**

- a. Employee may resign at any time with or without cause. Employee agrees to give the City

thirty (30) days advance written notice of the effective date of Employee's resignation or retirement as provided herein, unless the Parties mutually agree otherwise.

- b. The Parties recognize and affirm that: (1) Employee is an "at will" Employee whose employment may be terminated by the City without cause; and (2) there is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and the City.
- c. Termination: The City may, at any time, terminate Employee with or without cause. If the circumstances permit, the City will provide Employee with at least thirty (30) days' notice of the termination.
- d. Wages, Hours and Working Conditions
  - i. Salary: Effective July 11, 2016 Employee's base compensation will be base compensation will be One Hundred Eleven Thousand Eight Hundred Dollars (\$111,800) per year. Employee's salary will be reviewed approximately on or by the effective date of this Agreement each year in conjunction with an annual performance evaluation.
  - ii. Work Day/Work Week: A normal workweek will be a total of forty (40) hours, with a normal weekly schedule of four (4), ten(10)-hour days. The City Manager, at his/her sole discretion may modify the normal work weekly schedule without an amendment to this Agreement. Vacation, sick, holiday, administrative, and bereavement leaves will be calculated consistent with the number of days in Employee's normal workweek. If Employee's normal workweek is revised, leave accruals may be recalculated.
  - iii. Other Pay
    - 1. Longevity Pay: Upon the eighth (8<sup>th</sup>) year anniversary date of employment with the City, Employee shall be entitled to a five percent (5%) increase.
    - 2. Retirement: Pursuant to the California State Legislature's passage of the Public Employees' Pension Reform Act ("PEPRA") in 2012, employees hired on or after January 1, 2013 who are defined as "new members" in Government Code section 7522.04(f), shall receive the 2% at 62 pension benefit formula (as specified in Government Code section 7522.20(a)). Effective July 1, 2013, new members subject to the 2% at 62 formula shall contribute 50% of the total "normal cost" as defined in Government Code section 7522.04(g). All applicable provisions of PEPRA shall apply to this Agreement.
  - iv. Sick Leave:
    - 1. Accruals – Employee shall accrue sick leave at ten (10) hours for each month of service, assuming Employee's typical work schedule is four (4), ten (10)-hour shifts per week. Accumulation of sick leave shall be limited to sixteen hundred (1,600) hours. To the extent provided by PERS regulations, any unused sick leave upon retirement may be converted to years of service for PERS purposes.
    - 2. Incentive – Employee's use of sick leave within a calendar year (January to December) may qualify for conversion of unused sick leave to annual leave, based upon the following utilization schedule:
      - a. Usage of 0 – 10 hours: May convert up to forty (40) hours of existing balance.

- b. Greater than 10 and less than 20 hours: May convert up to twenty (20) hours of existing balance.
  - c. 20+ hours: May not convert hours to annual leave.
- v. Vacation Leave:
1. Accruals – Vacation time shall be accrued at twenty (20) days per year (7.69 hours per pay period).
  2. Accumulation – Employee shall be permitted to accumulate up to thirty-six (36) days (360 hours) of vacation time.
  3. Sell-back – Employee may sell back up to forty (40) hours per year, provided that, after the sell-back, a balance of at least fifty (50) hours remains.
- vi. Holiday Leave:
1. Observed Holidays – The City offices are closed on eleven (11) observed holidays (see below). If Employee, by nature of the job, must work on a regularly scheduled holiday, Employee may convert the holiday into a floating holiday to be used as approved by the City Manager at Employee’s discretion within the current fiscal year. If an observed holiday occurs on Employee’s regularly scheduled day off, Employee will make every effort to take an alternate day off during the same workweek. If this is not possible, the observed holiday will be converted into a floating holiday, as defined in section 2 below.

| Holiday                     | Observance  |
|-----------------------------|---|
| New Year’s Day              | January 1 – Full Day  |
| Martin Luther King, Jr. Day | 3 <sup>rd</sup> Monday in January – Full Day  |
| President’s Day             | 3 <sup>rd</sup> Monday in February – Full Day   |
| Good Friday                 | Varies by year (March/April) – Noon until closing (Half-Day)  |
| Memorial Day                | Last Monday in May – Full Day   |
| Independence Day            | July 4 – Full Day   |
| Labor Day                   | 1 <sup>st</sup> Monday in September – Full Day  |
| Veteran’s Day               | November 11 – Full Day  |
| Thanksgiving Day            | 4 <sup>th</sup> Thursday in November (if 4 <sup>th</sup> Thursday is the last day of the month, Thanksgiving falls on Nov. 23) – Full Day |
| Day after Thanksgiving      | Full Day  |
| Christmas Day               | December 25 – Full Day  |

2. Floating Holidays – In addition to the observed holidays, Employee receives four (4) floating holidays that are credited at the following times. Employee may use the floating holidays at Employee’s discretion upon City Manager’s approval. Floating Holidays may be banked for future use, or may be converted to a dollar value based upon Employee’s then current hourly rate, and paid out on a regular payroll. Employee may not carry more than eighty (80) hours of Floating Holiday time; hours above this limit will be paid at the next regular payroll.

|                    |  |
|--------------------|--|
| Former Holiday     | Floating Holiday Accrual                     |
| Lincoln’s Birthday | February 12 – Full Day                       |
| Admission Day      | September 9 – Full Day                       |
| Columbus Day       | 2 <sup>nd</sup> Monday in October – Full Day |
| Floating Holiday   | Employee’s Discretion – Full Day             |

- vii. Administrative Leave: Employee is exempt from the Fair Labor Standards Act (“FLSA”) and is not eligible for overtime. Employee shall receive eight (8) days per year as administrative leave. The City Manager may approve, at his or her discretion, requests for additional leave.
- viii. Bereavement Leave: Employee shall be allowed a leave of absence with full pay for up to three (3) work days due to the death of a member of Employee’s immediate family. The City Manager may grant up to three (3) additional work days’ leave. For the purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, uncle, aunt, nephew, niece, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee.
- ix. Insurance:
  - 1. Health – The City shall pay health and welfare insurance coverage as provided to all City employees through the Redwood Empire Municipal Insurance Fund, including, but not limited to, vision care and dental care. Employee shall pay five percent (5%) of the cost of the annual medical insurance premium.
  - 2. Long-Term Disability – The City shall provide, at the City’s expense, a long-term disability insurance benefit. Said Plan will provide a monthly benefit of sixty percent (60%) of Employee’s base salary, up to Ten Thousand Dollars (\$10,000) per month, and will provide a ninety (90) day waiting period before benefits commence.
  - 3. Life – The City shall provide, at the City’s expense, a term life insurance benefit to Employee in the amount of One Hundred Thousand Dollars (\$100,000).
- x. Acting in Capacity: Employee may be called upon on an ad hoc basis to serve as Acting City Manager in City Manager’s absence. If Employee is Acting City Manager for a continued period for thirty (30) days or more, the City will pay Employee ten percent (10%) incentive pay in addition to base salary on the regular work days during which Employee is Acting City Manager.
- xi. Mobile Phone Reimbursement: The City will reimburse Employee up to Fifty Dollars (\$50) per month for his mobile phone monthly charges. Employee must submit all appropriate forms to the Finance Manager for reimbursement.
- xii. Relocation Expenses: The City will reimburse Employee up to Four Thousand One Hundred Dollars (\$4,100) for reasonable moving expenses for relocation costs and storage required to relocate himself and his family to the City of Cloverdale or nearby area. Employee shall submit receipt(s) to the City for reimbursement.

e. Severance:

- i. Employee is an at-will employee who shall serve at the pleasure of the City Manager. The City Manager may terminate Employee's employment at any time, for any reason or no reason. Nothing in this Agreement is intended to, or does confer upon Employee any property interest in continued employment. In the event termination occurs without cause under this Agreement, the City agrees to pay Employee as severance payment of three (3) months' base salary. Severance shall be paid in a lump sum. Employee shall also be compensated for all earned vacation, holidays, and administrative leave accrued, but not taken as of the effective date of the termination. This severance payment is conditioned upon Employee executing a general release of all claims against the City (including its present and former officers, officials, employees, agents, volunteers, and insurers) in a form acceptable to the City. Employee shall not receive any severance if he resigns, is terminated for cause, or if a waiver and release agreement, attached hereto as Exhibit A, is not executed by the Parties.
- ii. This provision does not confer any property rights on Employee, as he remains an at-will employee. The phrase "termination for cause" only pertains to Employee's eligibility for severance as described in this Section. A "termination for cause" for purposes of severance may include, but shall not be limited to, the following:
  1. Violation of any policies or procedures;
  2. Failure to properly perform assigned duties;
  3. Theft of City property;
  4. Insubordination;
  5. Conviction of a felony or misdemeanor relating to Employee's fitness to perform assigned duties;
  6. Unauthorized absence from employment;
  7. Failure to maintain satisfactory working relationships with other employees or the public;
  8. Improper use of City funds;
  9. Unauthorized use of City property;
  10. Willful misconduct or malfeasance;
  11. Any act of moral turpitude or dishonesty; and/or
  12. Other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the City.
- iii. Pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Agreement received by Employee from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position as defined in California Government Code section 53243.4
- iv. Abuse of Office: Government Code Sections 53243, 53243.1, 53243.2, and 53243.3 are incorporated by this reference as if fully set forth herein.

**4. INDEMNIFICATION FOR ACTS OR OMISSIONS WITHIN THE SCOPE OF EMPLOYMENT.**

The City shall provide for the defense of Employee in any action or proceeding alleging an act or omission within the scope of Employee’s employment in accordance with California Government Code sections 825, 995 et seq., and other applicable law. Notwithstanding anything to the contrary in this Agreement, in accordance with California Government Code section 825, subdivision (a), the City reserves the right to not pay any judgment, compromise or settlement subject to that section until it is established that the injury arose out of an act or omission occurring within the scope of Employee’s employment pursuant to this Agreement. Further, notwithstanding anything to the contrary in this Agreement, the City reserves the right to refuse to provide for the defense of Employee for the reasons set forth in California Government Code section 995.2 or other applicable provisions of law. Any City funds provided for the legal criminal defense of Employee shall be fully reimbursed in accordance with California Government Code section 53243.1 if Employee is convicted of a crime involving an abuse of his office or position as defined in California Government Code section 53243.4.

**5. PROFESSIONAL DEVELOPMENT.**

- a. Professional Memberships – The City will pay the annual membership dues to mutually agreed upon public works association(s), up to a maximum of One Thousand Dollars (\$1,000) per year.
- b. Certification/Continuing Education – The City will reimburse Employee up to a maximum of Two Thousand Dollars (\$2,000) per year for costs associated with coursework for professional certifications such as P.E. or other relevant professional courses related to the Public Works Director position. Proof of the successful completion of the course must be provided in order to be eligible for reimbursement.
- c. Professional Conferences – The City will pay up to a maximum of Two Thousand Dollars (\$2,000) per year for attendance at one (1) annual conference related to the Public Works Director position, including registration fees, travel, lodging and meals. With prior supervisory approval, Employee may attend the conference on regular paid time. The City will consider funding other proposals on a case-by-case basis.

Funding for the professional development provisions is subject to availability.

**6. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**

The City Manager, in consultation with Employee, shall fix any other terms and conditions of employment, as may be determined from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law, or otherwise defined in Chapter 2.08.090 of the Cloverdale Municipal Code. Certain terms and conditions of employment are subject to approval by the City Council.

**7. NOTICES.**

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: City Manager  
124 N. Cloverdale Blvd  
P.O. Box 217  
Cloverdale, CA 95425

TO EMPLOYEE:

Mark Rincon-Ibarra  
319 W. Ortega St., Apt A  
Santa Barbara, CA 93101

**8. ENTIRE AGREEMENT.**

This Agreement is the final expression of the complete agreement of the Parties with respect to the matters specified herein, and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the Parties.

**9. ASSIGNMENT.**

This Agreement is not assignable by either the City or Employee.

**10. SEVERABILITY.**

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement.

**11. COUNTERPARTS.**

This Agreement shall be executed simultaneously in three (3) counterparts, which shall be identified by number, and each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed in its behalf by its City Manager and duly attested by the Deputy City Clerk. It has also been executed by Employee.

ATTEST:

\_\_\_\_\_  
Paul D. Cayler, City Manager

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

\_\_\_\_\_  
Mark Rincon-Ibarra, Employee

APPROVED AS TO FORM  
ON BEHALF OF THE CITY  
OF CLOVERDALE

\_\_\_\_\_  
Jose M. Sanchez, City Attorney

**EXHIBIT A**  
**Termination without Cause**  
**Template of General Release of All Claims against City**

**RELEASE OF ALL CLAIMS**

This Release of All Claims is entered into by ["NAME"] and the CITY OF CLOVERDALE ("CITY") on \_\_\_\_\_.

**RECITALS**

WHEREAS, [NAME] is presently employed by CITY as its [TITLE], an at-will position, and may be terminated by the CITY at any time with or without cause; and

WHEREAS, the CITY has decided to terminate the employment of [NAME], or [NAME] has resigned [NAME]'s employment in lieu of termination, effective on \_\_\_\_\_, 20\_\_; and

WHEREAS, the provisions of the employment contract between the CITY and [NAME] provide for payment of severance benefits in certain circumstances including [NAME]'s release of all claims against CITY and CITY's present and former agents, servants, employees, officials and insurers; and

WHEREAS, the CITY is under no obligation to pay severance to [NAME] without [NAME]'s full release of all claims against CITY and CITY's present and former agents, servants, employees, officials and insurers;

WHEREAS, the CITY is willing to pay said severance benefits to [NAME] upon execution of this release agreement by [NAME].

NOW THEREFORE, THE PARTIES AGREE, to enter into the following terms and agreements.

**TERMS AND AGREEMENTS**

1. [NAME] hereby resigns in lieu of termination (or is discharged), (herein referred to as "termination") from [NAME]'s position with the CITY effective \_\_\_\_\_, 20\_\_.

2. For and in consideration of the terms herein described, [NAME] does hereby release and forever discharge CITY and CITY's present and former officers, officials, employees, agents, volunteers and insurers (herein referred to as "releasees") of and from all claims, demands, actions and causes of action (herein referred to as "claims") arising out of, or in any way connected with [NAME]'s employment with the CITY or the termination of [NAME]'s employment.

3. It is understood and agreed that this is a full and final release of any and all claims arising out of [NAME]'s employment with the CITY and termination of [NAME]'s employment, including any and all potential claims. [NAME] agrees as further consideration and inducement for this compromise settlement, to waive the provisions of the California Civil Code, Section 1542, which provides as follows:

**"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

4. [NAME] recognizes the possibility that [NAME] may have sustained injuries or losses in connection with [NAME]'s employment and/or termination which are not yet known, suspected or anticipated. However, in consideration as described herein, [NAME] hereby releases the aforesaid releasees of any and all claims based on such possible future developments.

5. [NAME] recognizes that this settlement is intended to, and warrants that it will, dispose of all liability of releasees to [NAME], [NAME]'s heirs, assigns, and any other person or entity that might now or in the future have a claim as a result of any injury to [NAME] as described in this release. Should any further claims be made by any person or entity for which releasees might be liable, directly or indirectly, [NAME] on behalf of [NAME] and [NAME]'s heirs and assigns agrees to and will hold harmless and indemnify releasees of and from any and all liability for such claims, including all costs, expenses and attorney's fees in defense of such claims.

6. This Agreement constitutes a comprehensive, general release of any and all claims including, without limitation, Age Discrimination in Employment Act ("ADEA") claims against releasees. [NAME] understands and acknowledges that [NAME] has been given at least 21 days to consider this release of claims under the ADEA, and that [NAME] expressly waives this 21 day notice provision. [NAME] acknowledges that [NAME] has seven days from the date [NAME] executes this settlement agreement to revoke this release under the ADEA; provided, however, that should [NAME] revoke this release, CITY may in its sole discretion rescind this entire agreement and obtain all amounts paid hereunder.

7. In exchange for the agreements and promises made in this agreement and release, CITY will pay severance to [NAME] in the amounts and types described in the contract of employment between the parties dated \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_

CITY OF CLOVERDALE

By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

[NAME]  
\_\_\_\_\_

2668311.1

## **Mark Rincon-Ibarra's Biography**

Mr. Mark Rincon-Ibarra is a graduate from the University of California, Berkeley, and is a licensed civil engineer in the State of California. He has over 30 years of experience in the municipal infrastructure field specializing in management of total project delivery services, including planning, design, construction, commissioning, operations, and decommissioning. Mark has extensive experience in infrastructure rehabilitation and capital improvement programs, including various construction delivery methods. He has been responsible for a range of municipal water project studies, designs, tender packages, and engineering services during construction. He directed design teams that were presented with challenging technical and environmental issues to deliver results within allocated time constraints, financial commitments and numerous construction issues. Mark's experience has been international and in the states of California, Indiana and North Carolina.

His most recent experience includes owner's engineer/owner's agent (OE/OA) design-build delivery for a groundwater storage system in Los Angeles County; utility replacement (water/sewer) and street improvements design in Ventura County, sanitary sewer collection system design in Santa Barbara, Reclaimed Water Distribution System Design in Watsonville; Water Distribution System Planning in Monterey County; Water Reservoir Design in Monterey County, and Water Distribution Design in San Luis Obispo; Infiltration/Inflow Study & Remediation in Santa Barbara.

Mark has project experience in various national and international locations. These include his tenure with an international firm in Australia. Just like the State of California, the country suffers of critical water shortage requiring experience and vision. The most effective project was capturing storm water, treating and injecting it into the groundwater basin. The design also included a system to withdraw and treat the water to be distributed to non-potable water users. The Honduras and Caribbean projects were based in San Juan, Puerto Rico. In Puerto Rico, he participated in projects that called for federal, state and municipal entities collaboration. One of his most successful projects required negotiations between the state electric utility and the state water utility for accessing water impounded by the electric utility.

Mark began his career at the East Bay Municipal Utility District. There he gained significant knowledge and experience in planning, design and operations of a major utility. As a utility representative he engaged in multiple interactions with the public, the Board of Directors and neighboring utilities.

Mark is a native San Franciscan and is married to his wife of 25 years. He has always served as a mentor to youth. This was demonstrated by having successfully implemented a programs to guide high school students into engineering education throughout universities in the United States.

He enjoys antique car shows, nature hikes, and training his pets. Mark enjoys domestic and international trips exploring world cultures, fine arts and culinary treats. He has even tried Korean beondegi or simply steamed silkworm pupae that is served as a popular roadside-snack.

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**Agenda Section**

New Business

**Staff Contact**

Vanessa Apodaca, Interim City Engineer

**Agenda Item Title**

Resolution No. 057-2016 authorizing the City Manager to execute the Subdivision Completion Agreement for Southcrest Acres Subdivision

**Summary**

In 2003, the Cloverdale Planning Commission approved a Tentative Map for the Southcrest Acres Subdivision, a residential subdivision of 2.25 acres creating seven lots with a remainder parcel located between Cherry Creek Road and Chablis Way. All conditions that were required to be completed prior to or in conjunction with recordation of the Final Map had been completed to City staff's satisfaction, including execution of a Subdivision Improvement Agreement and posting sufficient surety to guarantee construction. Subsequently, the map was recorded resulting in the subdivision of land.

Project improvement plans were approved in 2009 and construction of the subdivision improvements commenced, including installation of sewer, water, storm drain, and private roadway infrastructure. Improvements were never completed by the developer or the insurance company who took over the obligation to construct the necessary improvements under a takeover agreement. As a result, the City received \$200,000.00 from a settlement with the insurance company.

It is staff's understanding that City Council would like the proceeds of the settlement to go toward the construction of improvements that affect surrounding residents. After subtraction of the balance due to the City for the project, mediation and staff time costs, city attorney costs, and consultant city engineer costs, and reserves for inspection and additional plan check costs, the amount of \$64,435.16 is available for reimbursement intended to go towards the improvements. This reimbursement is set forth in the attached Subdivision Completion Agreement.

The Subdivision Completion Agreement and surety have been negotiated with the current property owner and are in a format acceptable to staff.

**Options**

1. Adopt Resolution 057-2016 authorizing the City Manager to execute the Subdivision Completion Agreement for Southcrest Acres Subdivision
2. Provide other direction to City staff

**Budget/Financial Impact**

N/A

**Subcommittee Recommendation**

N/A

**Recommended Council Action**

Adopt Resolution 057-2016, authorizing the City Manager to execute the Subdivision Completion Agreement for Southcrest Acres Subdivision

**Attachments:**

Resolution and Subdivision Completion Agreement

**CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO. 057-2016  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION  
COMPLETION AGREEMENT FOR SOUTHCREST ACRES**

**WHEREAS**, Alexander Valley View Homes LP, applicant, submitted building plans to construct seven new homes in the Southcrest Acres subdivision; and

**WHEREAS**, completion of subdivision improvements is necessary; and

**WHEREAS**, the applicant has signed the approved Subdivision Completion Agreement and has posted sufficient surety guaranteeing the completion of the public improvements.

**NOW THEREFORE BE IT RESOLVED**, determined and ordered by the City Council of the City of Cloverdale as follows:

The City Council hereby authorizes the City Manager to sign and execute the Subdivision Completion Agreement in a form approved by the City Attorney after all required bonds and documentation is submitted by the applicant.

It is hereby certified that the foregoing Resolution No. 057-2016, was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 28<sup>th</sup> day of June, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTESTED:

\_\_\_\_\_  
Marianne Brigham, Mayor

\_\_\_\_\_  
Linda Moore, Deputy City Clerk

No fees per Government Code 6103  
RECORDING REQUESTED BY:  
Vanessa Apodaca, Interim City Engineer  
City of Cloverdale

WHEN RECORDED MAIL TO:

City of Cloverdale  
Attn: City Clerk  
124 N. Cloverdale Boulevard  
Cloverdale CA 95425

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF CLOVERDALE  
SUBDIVISION COMPLETION AGREEMENT**

**AGREEMENT** entered into this \_\_\_ of \_\_\_\_\_, 2016, between Alexander Valley View Homes LP, as Owner(s) of the land subdivision identified in Section 2 below, hereinafter referred to as Owner, and the City of Cloverdale, a municipal corporation, hereinafter referred to as City.

- 1. SUBDIVISION ORDINANCE:** This Agreement is entered into in accordance with the provisions of Title 17 "Subdivisions" of the City of Cloverdale Municipal Code, ("Title 17" herein) and all of the terms and conditions of said Title, as amended, and by reference thereto made a part of this Agreement. Owner declares that he is familiar with the regulations contained in said Title and in the State Subdivision Map Act, and agrees to comply herewith.
- 2. CONSTRUCTION OF IMPROVEMENTS; TITLE TO IMPROVEMENTS:** Owner agrees to construct all improvements, including streets, sidewalks, curb and gutters, storm drains, street lighting, sewer and water line, signal improvements and other related works connected with the Southcrest Acres Subdivision in the City of Cloverdale, as said improvements are set forth in the plans and specifications dated April 3, 2007, entitled, "Southcrest Acres," and approved on May 9, 2007, consisting of 15 sheets, on file in the office of the City Engineer, or assignee and in doing so must and agrees to meet the "Standard Specifications for Subdivision Improvements and Subdivision Ordinance" adopted by the City of Cloverdale. Improvements shall include all improvements as identified on the plans, as well as those items shown in the

Alexander Valley View Homes LP

IMPROVEMENTS PUNCH LIST FOR SOUTHCREST ACRES SUBDIVISION, dated June 20, 2012, and revised on January 4, 2016 attached as Exhibit E hereto.

All public improvements constructed or installed pursuant to this Agreement, expressly including water mains, but not limited thereto, shall become the sole and exclusive property of the City of Cloverdale, upon acceptance of said improvements by the City.

All private improvements constructed or installed pursuant to this Agreement, expressly including storm drain lines, street improvements and sewer lines but not limited thereto, shall remain the sole and exclusive property of the Owner subject to the provisions of the document entitled Declaration of Maintenance Agreement for Southcrest Acres Private Subdivision Improvements recorded on August 8, 2007 as Serial # 2007 088180, Sonoma County Records.

3. **TIME OF COMPLETION:** All of said improvements shall be completed within 18 months of the date of City Council approval of this Agreement ( \_\_\_\_\_, 2016), unless a time extension is granted by the City, but in the event that Owner fails to complete the improvements within the said time frame or an extension period, the City may complete the improvements and shall be entitled to recover the full cost and expenses thereof from Owner, or his surety, to pay the City in advance sufficient monies to cover City's cost in completing construction of said improvements.
4. **MANNER OF COMPLETION:** Said improvements shall not be deemed completed until the City Engineer certifies that the work has been finally completed and it has been accepted by the City Council of the City of Cloverdale and that the improvements shall be free and clear of all liens and encumbrances of any kind or character whatsoever. The public improvements, when completed, shall be accepted by the City, which acceptance shall not be unreasonably withheld.
5. **INSPECTION:** All required improvements shall be constructed under the inspection of and subject to the approval of the City Engineer or assignee, which approval shall not be unreasonably withheld. The cost of inspections shall be paid by Owner.
6. **SECURITY:** Security for the completion of improvements shall be in accordance with Title 17 and the Subdivision Map Act approved as to form and monies disbursement by the City Attorney.

Owner shall at all times guarantee Owner's performance of this agreement by furnishing to City, and maintaining good and sufficient security as required by the Subdivision Laws on forms approved by City for the purposes and in the amounts as follows:

- a. to assure faithful performance of this agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and
- b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 50% of the estimated cost of the improvements; and
- c. to guarantee or warranty the work done pursuant to this agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and
- d. Owner shall also furnish to City good and sufficient security in the amount of 100% of the estimated cost of setting subdivision monuments.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents referenced herein are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. All releases of security shall be within thirty days after the City Council has accepted the conditions requiring the posting of said security have been met.

7. **EXHIBITS:** Exhibits A, B, C, D and E are attached to this agreement and by attachment are incorporated as if fully set forth herein.

**EXHIBIT A: ENGINEER'S CONSTRUCTION COST ESTIMATE**

**EXHIBIT B: IMPROVEMENT PLANS**

**EXHIBIT C: BONDING SECURITIES**

|                            |           |
|----------------------------|-----------|
| • Performance Bond         | \$406,462 |
| • Labor and Materials Bond | \$203,231 |
| • Monument Bond            | \$ 2,000  |
| • Maintenance Bond         | \$ 20,323 |

**EXHIBIT D: CONDITIONS OF APPROVAL**

**EXHIBIT E: IMPROVEMENTS PUNCH LIST FOR SOUTHCREST  
ACRES SUBDIVISION, dated June 20, 2012**

- 8. WITHHOLDING OF PERMITS:** No occupancy permits will be issued for Southcrest Acres Subdivision until such time as improvements as referred under Exhibits B and E, Section 7 of this Agreement have been completed and all project Conditions of Approval have been complied with. Upon satisfactory completion of the improvements as determined by the City Engineer and Building Inspector and acceptance by the City, occupancy permits may be issued for appropriate lots that have been completed to the City's satisfaction. Such occupancy permits shall not be unreasonably withheld.
- 9. PERMITS:** Owner shall, at Owner's expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.
- 10. DEFAULT OF OWNER(S):**
- A.** Default of Owner shall include, but not be limited to, Owner's failure to timely complete construction of the improvements; Owner's failure to timely cure any defect in the public improvements as required herein; Owner's insolvency, appointment of a receiver, or the filing of any petition of bankruptcy either voluntary or involuntary which Owner fails to discharge within thirty (30) days; or Owner's failure to perform any other material obligation under this Agreement.
  - B.** The City reserves to itself all remedies available to it at law or in equity for breach of Owner's obligations under this Agreement. The City shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate City's damages in event of default of Owner. The right of City to draw upon or utilize the security is additional to and not in lieu of any other

remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements, and therefore, City's damages for Owner's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by the City for the completion of the improvements in accordance with the improvement plans and specifications contained herein. In the event of default by Owner, the City shall give Owner and Owner's surety written notice thereof by certified mail, return receipt requested. Owner shall have 30 days after receipt of said notice to cure the default. In the event Owner fails to cure the default within said 30-day period, then Owner authorizes City to perform the Owner's obligations under the contract and agrees to pay the entire cost of such performance by the City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Owner, and Owner's surety shall be liable to City for any excess cost or damages occasioned City thereby up to the amount of the suretyship; and in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plan and other property belonging to Owner as may be on the site of the work and necessary for performance of the work.

- C.** Owner agrees that the choice of remedy or remedies for Owner's breach shall be in the discretion of the City.
- D.** In the event that Owner fails to perform any material obligation hereunder, Owner agrees to pay all costs of suit and reasonable attorney's fees incurred by the City in securing performance of such obligations.
- E.** The failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Owner.

**11. OWNER(S) NOT AGENT OF CITY:** Neither Owner nor any of Owner's agents or contractor are or shall be considered to be agents of City in connection with the performance of Owner's obligation under this agreement.

**12. INJURY TO WORK:** Until such time as the improvements are completed, Owner shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and public improvements are accepted by City, Owner will be responsible for the care, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Owner. The foregoing language notwithstanding, City shall be liable and responsible for accident loss, or damage resulting from the negligence or intentional acts of City, its officers, employees and agents.

**13. OTHER AGREEMENTS:** Nothing contained in this Agreement shall preclude the City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other Owner for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinance providing therefore, nor shall anything in this Agreement commit City to any such apportionment.

**14. OWNER'S OBLIGATION TO WARN PUBLIC DURING CONSTRUCTION:** Until final acceptance of the work, Owner shall give good and adequate warning to the public of each and every dangerous condition known to exist in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

**15. VESTING OF OWNERSHIP:** Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of public improvements constructed pursuant to this Agreement shall vest in City.

**16. FINAL ACCEPTANCE OF WORK:** Acceptance of the work on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within thirty (30) days from the date the City Engineer certifies that the work has been finally completed, as provided in section 4. Such acceptance shall not constitute a waiver of defects by City.

**17. INSURANCE REQUIREMENTS**

Owner shall procure and maintain for the life of this Agreement, to the time of acceptance of the Improvements by the City, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the performance of the work hereunder by the Owner, his contractor, agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

**B. Minimum Limits of Insurance**

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Owner shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Owner; and with respect to liability arising out of work or operations performed by or on behalf of Owner, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Owner's insurance, or as a separate owner's policy.
- For any claims related to this project, Owner's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Owner's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given the City.

- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

E. Waiver of Subrogation

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of "A:VII" or better, and who are either "admitted" by the California Department of Insurance or who are listed on the "List of Eligible Surplus Line Insurers" as maintained by the California Department of Insurance. (Note: The List of Eligible Surplus Line Insurers is also known as the "LESLI List.")

G. Evidence of Insurance

i. Verification of Coverage

Owner shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

ii. Subcontractors

Owner shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**18. INDEMNITY/HOLD HARMLESS:** Owner hereby agrees to, and shall, hold City, City staff, its elective and appointive boards and commissions and volunteers, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner's or Owner's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Owner or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Owner or any of Owner's contractors or subcontractors. Owner agrees to, and shall, defend and indemnify City and its elective and appointive boards, commission, officers, agents, employees, and volunteers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

A. That City does not, and shall not, waive any rights against Owner which it may have by reason of the "Hold Harmless" provisions of this Agreement, by virtue of its acceptance of this Agreement nor by accepting any deposit made by Owner, or by approving any of the insurance policies required by this Agreement.

B. That the Hold-Harmless provisions of this Agreement shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this section, regardless of whether or not City has prepared, supplied or approved of any portion of the Construction Plans, or regardless of whether or not insurance policies as required in this Agreement shall have been determined to be applicable to any such damages or claims for damages.

**19. SALE OR DISPOSITION OF SUBDIVISION:** Sale or other disposition of this property will not relieve Owner from the obligations set forth herein. If Owner sells the property or any portion of the property within the Subdivision to any other person, the Owner may request a notation to this Agreement and a substitution of security. Upon approval of the notation by the City Manager or the City Council and substitution of securities, the Owner may request a release or reduction of the securities required by this Agreement. Nothing in the notation shall relieve the Owner of the obligations under Section 16 for the work or improvement done by Owner.

**20. TIME OF THE ESSENCE:** Time is of the essence of this Agreement

**21. TIME FOR COMMENCEMENT OF WORK/TIME EXTENSIONS:** In the event good cause exists as determined by the City Manager, the time for completion of the improvements hereunder may be extended. The extension shall be made in writing executed by the City Manager. Any such extension may be granted without notice to Owner's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Manager shall be the judge as to whether or not good cause has been shown to entitle Owner to an extension. However, in case of dispute, the City Council shall be the final judge on said extension. Delay, other than delay in the commencement of work, resulting from an act of City, or by an act of God, which Owner could not have reasonably foreseen, or by storm or inclement weather which prevent the conducting of work, or by strikes, boycotts, similar actions by employees or labor organization, which prevent the conducting of work, and which were not caused by or substantially contributed to by Owner shall, without limitation, constitute good cause for an extension of the time for completion. As a condition of such extension, the City may require Owner to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer and Owner's engineer.

**22. NOTICES:** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

**Notice to City:**                      **City of Cloverdale**  
   **P.O. Box 217**  
   **124 N. Cloverdale Blvd.**  
   **Cloverdale, CA 95425-3552**

**Notice to Surety:**                 **Rogers & Young Insurance Services**  
  **800 Edgewood Place**  
  **Windsor, CA 95492**  
  **Attn. Mike Seeney**

**Notice to Owner:**                 **Alexander Valley View Homes LP**  
  **1741 4th Street**  
  **Santa Rosa, CA 95404**

- 23. SEVERABILITY:** The provisions of this Agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
- 24. CAPTIONS:** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
- 25. LITIGATION OR ARBITRATION:** In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.
- 26. INCORPORATION OF RECITALS:** The recitals of this Agreement are hereby incorporated into the terms of this Agreement.
- 27. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of the City, the appropriate party shall be either the City Manager, or the Mayor.
- 28. BINDING:** This agreement is binding on the heirs, successors, and assignees of the parties hereto.

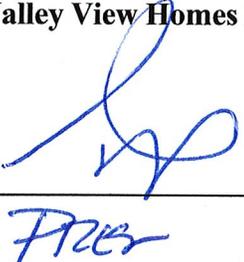
IN WITNESS WHEREOF, this Agreement is executed by City, by and through its City Manager.

**Owner(s):**

**Alexander Valley View Homes LP**

**City:**

**BY:** \_\_\_\_\_



**BY:** \_\_\_\_\_

**Paul Cayler, City Manager**

**DATE:**  
6-15-16  
\_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

STATE OF California )SS  
COUNTY OF Sonoma )

On 06/16/2016 before me, D. Majcherek, Notary Public, personally appeared Greg Lucas

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

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

WITNESS my hand and official seal.

Signature

*Greg Lucas*



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED                       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Subdivision Completion Agreement

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

EXHIBIT A  
ENGINEER'S ESTIMATE

City of Cloverdale  
Southcrest Acres Improvement Plans  
Green Valley Consulting Engineers  
Date: 1/23/2014  
Prepared by: S. Tipton



**DESIGN ENGINEER'S ESTIMATE**

| Item |   | Estimated Quantity | Unit Prices  | Total Amount |
|------|---|--------------------|--------------|--------------|
|      | <b>Overhead</b>                                   |                    |              |              |
| 1    | Traffic Control                                   | 1 LS               | \$ 5,000.00  | \$ 5,000.00  |
| 2    | Mobilization                                      | 1 LS               | \$ 20,000.00 | \$ 20,000.00 |
| 3    | SWPPP   | 1 LS               | \$ 10,000.00 | \$ 10,000.00 |
|      | <b>Roadway Improvement</b>                        |                    |              |              |
| 4    | Class 2 Agg Base Removal (top 4" SC and EVA)      | 560 CY             | \$ 15.00     | \$ 8,400.00  |
| 5    | Class 2 Aggregate Base(replace/compact)           | 560 CY             | \$ 85.00     | \$ 47,600.00 |
| 6    | Asphalt Concrete Surface (3" Surface)* Southcrest | 719 TON            | \$ 120.00    | \$ 86,281.64 |
| 7    | Asphalt Concrete Surface (3" Surface)* EVA        | 173 TON            | \$ 120.00    | \$ 20,728.89 |
| 8    | Grind/Match (EVA/Cherry)                          | 202 SF             | \$ 10.00     | \$ 2,020.00  |
| 9    | Grind/Match (Southcrest/Cherry)                   | 871 SF             | \$ 10.00     | \$ 8,710.00  |
| 10   | Adjust Driveway (Southcrest/Cherry Creek)         | 4 LS               | \$ 1,600.00  | \$ 6,400.00  |
| 11   | EVA Gate  | 2 LS               | \$ 2,000.00  | \$ 4,000.00  |
| 12   | Sign Installation***                              | 6 EA               | \$ 350.00    | \$ 2,100.00  |
| 13   | Pavement markings*****                            | 1 LS               | \$ 2,600.00  | \$ 2,600.00  |
| 14   | AC dike type A (EVA)                              | 506 LF             | \$ 30.00     | \$ 15,180.00 |
| 15   | Curb and gutter (SE of Southcrest/Cherry)         | 75 LF              | \$ 45.00     | \$ 3,375.00  |
|      | <b>Water Service</b>                              |                    |              |              |
| 16   | WV case install to grade (Southcrest)             | 4 EA               | \$ 600.00    | \$ 2,400.00  |
| 17   | WV box install to grade (EVA) 12"                 | 1 EA               | \$ 650.00    | \$ 650.00    |
| 18   | WV cc case adjust to grade (EVA)                  | 16 EA              | \$ 350.00    | \$ 5,600.00  |
| 19   | WV case adjust (Cherry)                           | 3 EA               | \$ 500.00    | \$ 1,500.00  |
| 20   | Adjust Pre. Red. 317 Cherry st                    | 1 LS               | \$ 500.00    | \$ 500.00    |
| 21   | Water Tank Inspection**                           | 1 LS               | \$ 3,000.00  | \$ 3,000.00  |
| 22   | Water Tank Repair**                               | 1 LS               | \$ 60,000.00 | \$ 60,000.00 |
| 23   | Tank overflow adjust                              | 1 LS               | \$ 300.00    | \$ 300.00    |
| 24   | Adjust/install ARV box on EVA                     | 2 LS               | \$ 500.00    | \$ 1,000.00  |
|      | <b>Sewer Utility</b>                              |                    |              |              |
| 25   | SSMH Adjustment, rim installation, test           | 6 EA               | \$ 600.00    | \$ 3,600.00  |
| 26   | DI adjust (per Doble Thomas revision)             | 21 EA              | \$ 200.00    | \$ 4,200.00  |
| 27   | Sewer Video Inpection                             | 1 LS               | \$ 5,000.00  | \$ 5,000.00  |
|      | <b>Storm Drain Utility</b>                        |                    |              |              |
| 28   | SDMH Adjustment, rim installation, test           | 3 EA               | \$ 600.00    | \$ 1,800.00  |
|      | <b>Misc</b>                                       |                    |              |              |
| 29   | Mail box installation                             | 1 LS               | \$ 500.00    | \$ 500.00    |
| 30   | Light STD 606 installation                        | 7 EA               | \$ 400.00    | \$ 2,800.00  |



## DESIGN ENGINEER'S ESTIMATE

| Item |   | Estimated Quantity | Unit Prices | Total Amount  |
|------|---|--------------------|-------------|---------------|
| 31   | Light pole foundation                     | 2 EA               | \$ 2,500.00 | \$ 5,000.00   |
| 32   | Elec conduit installation                 | 1200 LF            | \$ 8.00     | \$ 9,600.00   |
| 33   | Comcast conduit repair (303 Cherry Creek) | 1 LS               | \$ 1,200.00 | \$ 1,200.00   |
| 34   | Install landscaping, hydroseeding         | 1200 SY            | \$ 2.00     | \$ 2,400.00   |
|      |   |                    |             |               |
|      |   |                    |             |               |
|      | Subtotal                                  |                    |             | \$ 353,445.53 |
|      | 15% Contingency                           |                    |             | \$ 53,016.83  |
|      | Total                                     |                    |             | \$ 406,462.36 |

### Assumptions

Since Green Valley Consulting Engineers, has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost or construction cost provided for herein are to be made on the basis of our experience and qualifications and represent our best judgment as design professionals familiar with the construction industry, but Green Valley Consulting Engineers, cannot, and does not, guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by the firm.

\* AC grind and cover assumed AG base and surface are usable. Cost includes grind, disposal, and resurfacing.

\*\* Tank inspection estimate provided by Superior Tank Solutions on 12/20/2013. Inspections includes visual inspection of existing conditions. Depending on results of inspection the cost for tank repair or cosmetic repair can be either \$15,000 for external surface coat and mechanical improvements or up to \$60,000 for the resurfacing of the inner tank liner.

The above estimate is based on the preliminary layout depicted on the tentative map dated 4-12-07.

\*\*\* Sign: No Parking, Speed Limit, STOP/Int, No Outlet, 13R2-25mph w/no park, STOP EVA

\*\*\*\* Markings include: Red curb paint, hydrant reflector, STOP bar, STOP stencil, fog lines,

**EXHIBIT B**  
**IMPROVEMENT PLANS**  
(On file in the City's Engineering Department)

EXHIBIT C  
SURETY

**PERFORMANCE BOND**  
(Government Code 66499.1)

WHEREAS, the City Council of the City of Cloverdale, County of Sonoma, State of California, and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2016 and identified as Southcrest Acres Subdivision Project, is hereby referred to and made a part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Cloverdale (hereinafter called "City"), in the penal sum of Four Hundred Six Thousand Four Hundred Sixty Two dollars (\$406,462) lawful money of the United States for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

**PRINCIPAL**

**SURETY**

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 2016.

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Owner, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Cloverdale, California, hereinafter called "City," in the sum of Two Hundred Three Thousand Two Hundred Thirty One dollars (\$203,231) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the City's Specifications entitled:

**Southcrest Acres Subdivision**

NOW, THEREFORE, if said Contractor or Subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done or for amount due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State Law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety there under, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)  
(Contractor)

(SEAL)  
(Surety)

\_\_\_\_\_  
By  
(Signature)

\_\_\_\_\_  
By  
(Signature)



**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Cloverdale as Oblige, in the sum of Twenty Thousand Three Hundred Twenty Three Dollars, (\$20,323) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as condition of the filing of Southcrest Acres Subdivision, entered into an agreement or agreements with said Oblige to complete the improvements specified in said agreement or agreements.

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of one year following final acceptance of said improvements by the City;

NOW, THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the said improvements by Oblige, then this obligation shall be void, otherwise to remain in full force and effect.

**PRINCIPAL**

**SURETY**

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

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

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named on \_\_\_\_\_, 2016.

EXHIBIT D  
CONDITIONS OF APPROVAL

**CITY OF CLOVERDALE  
PLANNING COMMISSION  
RESOLUTION NO. 005-2015**

**A RESOLUTION OF THE CITY OF CLOVERDALE PLANNING COMMISSION APPROVING A MAJOR DESIGN REVIEW APPLICATION (MDR 014-2015) FOR SEVEN NEW SINGLE FAMILY DWELLING UNITS LOCATED ON CHERRY CREEK ROAD (APNs 001-320-069 through 075)**

**WHEREAS**, an application for Major Design Review was submitted by Greg Lucas for seven new single-family dwelling units located on Cherry Creek Road; and

**WHEREAS**, the site is designated Low Density Residential (LDR) on the adopted General Plan Land Use Map; and

**WHEREAS**, the Low Density Residential (LDR) land use designation of the General Plan is intended for traditional single-family subdivision development and the proposal is consistent with the goals and policies of the adopted General Plan; and

**WHEREAS**, the site is designated Single-Family Residential (R-1) on the adopted Zoning Map; and

**WHEREAS**, the Cloverdale Zoning Ordinance allows new single-family dwelling units in the Single-Family Residential (R-1) zoning district subject to Design Review approval and issuance of building permits; and

**WHEREAS**, the proposal is consistent with the development standards of the Single-Family Residential (R-1) zoning district; and

**WHEREAS**, the proposal is consistent with the Residential Design Review Standards set forth in Section 18.03.150 of the Cloverdale Zoning Ordinance; and

**WHEREAS**, the proposal is consistent with the Residential Design Guidelines adopted by the City Council on November 10, 2010; and

**WHEREAS**, the Planning Commission considered the request and a related staff report on June 3, 2015, for the purpose of reviewing the proposed Major Design Review application and considered all written and verbal communication, including the staff report; and

**WHEREAS**, the applicant and members of the public were present to speak on the application; and

**WHEREAS**, the Planning Commission finds that this project is exempt from the California Environmental Quality Act (CEQA) under §15322, Infill Development Projects; and

**WHEREAS**, the Planning Commission has determined that the required findings for Major Design Review approval listed in Section 18.03.150 of the Zoning Ordinance have been met. Based on the application information and the information contained in the staff report, the following findings have been made:

1. The proposal is consistent with the General Plan, any applicable specific plan and the provisions of this Title, including but not limited to Development Standards and Design Review Standards for the district in which the property is located, and with the Design Guidelines for the City of Cloverdale and/or design guidelines for the area in which the project is located.

*The proposed units are within the allowable density of the General Plan designation and meet the Zoning Ordinance Development Standards for the R-1 zoning district. The proposed units are consistent with the goals and policies of the General Plan because they will improve the design of the built environment by following the adopted residential design guidelines, have the look and feel of past development, include a mix of single and split level units as well as typical single family private yard spaces, and will incorporate residential lighting that will provide security and safety while preserving and maintaining views of night time skies. The conditions of approval will ensure installation of street trees in front yards for shade and cooling. The proposed units adhere to the City's Residential Design Review Standards and Residential Design Guidelines by providing variation in elevations, roof lines, setbacks, and facades and articulating the units with projections, pilasters, overhangs, defined entryways and porches. Given that the approved improvement plans set forth the location, length, and engineered slope of the proposed driveways which dictates the location, orientation and size of the proposed garages and hinders variation in the garage orientation strict application of Residential Design Review Standard 'a' which encourages garages that are recessed from front facades, detached from residences and located to the rear of the property, or not visible from street is not easily achievable; however, the Zoning Ordinance only requires application of the standards 'where feasible'. The proposed units generally meet all of the other standards and guidelines, and have been found to be consistent with the adopted standards and guidelines.*

2. The proposal will not be detrimental to the health, safety, comfort and general welfare of the persons residing or working in the neighborhood of the proposed project.

*The site is designated and zoned for single-family residential dwelling units which were previously the subject of a Tentative Map (TM 3-01; Resolution 15-03) and Final Map (Resolution 40-2007) approval. As part of the tentative map approval, a landscape plan was submitted and conceptually approved for the private common landscape area located on the south side of the private street. The final planting and irrigation design for the south side of the private street will be reviewed and approved by the Community Development Department prior to planting. The conditions of approval associated with the tentative map require design review approval. The proposed units are similar to those located in the surrounding neighborhood and construction of the proposed units in an otherwise vacant subdivision will reduce the potential for public nuisances including trespassing, loitering and vandalism. Construction of the project will be subject to the California Building Code and the conditions of approval will ensure the public health, safety and welfare.*

3. The general appearance of the proposal is in keeping with the character of the neighborhood.

*The proposed units were contemplated on the approved tentative map and recorded final map, are within the allowable density of the General Plan designation, and meet the Zoning Ordinance Development Standards for the R-1 zoning district. The design, colors and density of the proposed units will complement the character of the surrounding single-family residential neighborhood.*

**NOW, THEREFORE BE IT RESOLVED** the above recitals are true and correct and incorporated herein by reference; and

**NOW, THEREFORE BE IT FURTHER RESOLVED** that based on the above findings, the Planning Commission of the City of Cloverdale does hereby grant Major Design Review approval for seven new single-family dwelling units located on Cherry Creek Road, subject to the conditions listed below:

**Community Development:**

1. Major Design Review approval is granted to allow seven new single-family dwelling units located at Cherry Creek Road, Cloverdale, CA as summarized above and shown in the application materials submitted to the Community Development Department. The applicant shall adhere to the Major Design Review application materials (MDR 014-2015), and the conditions of approval. Any deviation from the application materials and/or conditions of approval requires Community Development Department or Planning Commission approval.
2. This approval is subject to appeal within 10 consecutive days from the date of approval.
3. All conditions of this Major Design Review are necessary to protect the general health, safety and welfare, and to minimize or eliminate adverse environmental effects of the project. If any condition of this permit is held to be invalid by a court, then the entire permit shall be invalid. The Planning Commission specifically declares that it would not have issued this permit unless all of the conditions herein are held as valid.
4. This permit shall be subject to revocation or modification by the Planning Commission if the Commission finds that there has been a) noncompliance with any of the foregoing conditions, or b) the Commission finds that the use for which this permit is hereby granted is so exercised as to be substantially detrimental to persons or property in the neighborhood of the use. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to the City of Cloverdale Municipal Code.
5. This Major Design Review (MDR 014-2015) shall expire, and become null and void, two years from the date of approval unless exercised through the commencement of construction or a written request for an extension of time is submitted to the Community Development Department prior to the expiration date and an extension is granted by the Planning Commission.
6. The approval of this application shall be subject to the latest adopted Ordinances, Resolutions, Policies and fees of the City of Cloverdale.
7. A sign permit application shall be submitted and approved by the Community Development Department prior to the installation of any and all signage.
8. All front yard landscaping, private common area landscaping, and irrigation systems shall be installed and approved by the Community Development Department prior to occupancy.
9. All proposed landscaping shall be in conformance with the conceptually approved landscape plan and meet the requirements of Chapter 15.30 Water Efficient Landscape Ordinance of the Municipal Code, to the satisfaction of the Community Development Department.
10. Planting (including species, number and spacing intervals) and irrigation design for the private common landscape strip on the south side of the private street shall be reviewed and approved by the Community Development Director prior to installation.

11. Fencing shall be installed on the side and rear property lines of each lot prior to occupancy consistent with the requirements set forth in Section 18.090.030 of the City's Zoning Ordinance, to the satisfaction of the Community Development Director.
12. Construction of the side yard fencing for Lots 6 and 7 which abuts the access road to the City's water tank site shall be located to the satisfaction of the City Engineer.
13. The same building elevation or unit shall not be located side by side and only one unit may be constructed twice within the subdivision.
14. All building elevations shall be architecturally enhanced to the same level as the street facing elevation.
15. All outdoor lighting fixtures shall comply with the requirements of Section 18.09.050 and shall be installed prior to issuance of Certificate of Occupancy. All exterior lighting and lighting fixtures shall be designed, located, installed, aimed downward or toward structures, shielded and maintained in order to prevent glare, light trespass and light pollution.
16. Prior to issuance of a Building Permit for Lot 7, the site plan shall be revised to show that the stairs do not project more than 3 feet into the front yard setback.

**Engineering:**

17. No building permits for construction of any single-family residence shall be issued prior to execution of a Subdivision Improvement Agreement.

**Fire Department:**

18. Plan check fees shall be paid to the Cloverdale Fire Protection District prior to plan review.
19. Fire sprinkler systems shall be installed in each of the proposed homes to the satisfaction of the Cloverdale Fire Protection District.

**Building:**

20. The Applicant shall print the conditions of approval on the approved building plan set to the satisfaction of the Building Department.
21. All new construction and/or building modifications shall meet the latest applicable building and fire safety codes in the 2013 edition of California Title 24, as adopted and amended by the City of Cloverdale, including the California Green Building Code Tier 1 Standards and comply with all applicable federal, State and local accessibility standards.
22. CALGreen Tier 1 compliance means exceeding the minimum energy Code compliance margin by 15 percent. One or more elective measures must be chosen from each Division of the CALGreen Code for Tier 1 compliance (such as electrical vehicle charging station(s) per Division 5.1). The applicant shall identify the Tier 1 compliance methodology on the plans and on checklists acceptable to the Building Department.
23. Applicant shall submit construction documents for plan review as part of the required building permit application. A Building Permit shall be obtained prior to construction and all work shall be inspected and approved prior to issuance of Certificate of Occupancy. Applicant shall include all conditions of approval on the building plans that are submitted to the Building Department.

24. A design level soils report prepared by a California licensed Geotechnical Engineer is required per CBC 1803. The Geotechnical Engineer of Record shall provide a letter of review stating that the project construction documents are in conformance with the report recommendations. The Geotechnical Engineer of Record shall also provide construction observation for conformance to the report recommendations.

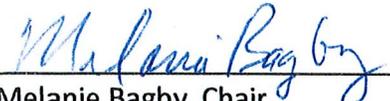
\* \* \* \* \*

Resolution No. 005-2015 was duly adopted on this the 3rd day of June, 2015, by the following voice vote: (4 –ayes; 0-noes)

AYES in favor of: Bagby, Shanahan, Halliday, Domke  
NOES: -  
ABSTAIN: -  
ABSENT: -

Approved:

Attested:

  
Melanie Bagby, Chair

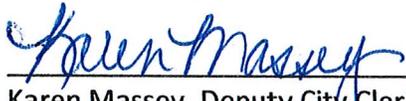
  
Karen Massey, Deputy City Clerk

EXHIBIT E

IMPROVEMENTS PUNCH LIST FOR SOUTHCREST ACRES SUBDIVISION



## IMPROVEMENTS PUNCH LIST FOR SOUTHCREST ACRES SUBDIVISION

June 20, 2012

(Revised January 4, 2016)

Complete the construction of all improvements connected with the Southcrest Acres Subdivision in the City of Cloverdale, as said improvements are set forth in the plans and specifications dated April 3, 2007, entitled, "Southcrest Acres," and approved on May 9, 2007, consisting of 15 sheets, on file in the office of the City Engineer, including but not limited to the following items.

### (Public Improvements) Water:

- Raise all valves boxes to grade and install concrete collars on the Emergency Vehicle Access Road, Cherry Creek Road and Southcrest Road.
- Install valve box and riser for 12" water in EVA road.
- Conform and pave patch areas on Cherry Creek Road.
- Adjust air release valve to grade and install utility box on Emergency Vehicle Access Road.
- Adjust water tank overflow drain to grade.
- Repair damage to water tank: repair dents and exterior coating, inspect interior coating and repair as necessary, and repair water level indicator.
- ~~Adjust water meters to grade and set meter boxes.~~
- Adjust box to grade and pressure reducer to 317 Cherry Creek Road.
- Raise valves to grade in EVA road at water tank.

### Grading:

- ~~Repair erosion adjacent to Emergency Vehicle Access Road and install retaining wall.~~

### (Private Improvements) Roadway Improvements:

- Remove and replace all aggregate base on all roadways that has become contaminated with soils.
- Complete grading and compaction of all aggregate base on Emergency Vehicle Access Road.
- Pave Emergency Vehicle Access Road.
- Reconstruct conform portion of the intersection of Emergency Vehicle Access Road and Cherry Creek Road.
- Install A.C. dike along Emergency Vehicle Access Road.
- Install gates at both ends of Emergency Vehicle Access Road and install fence at Cherry Creek Road.
- Remove tree stump at southeast corner of the intersection of Southcrest Road and Cherry Creek Road.
- Construct curb and gutter at southeast corner of the intersection of Southcrest Road and Cherry Creek Road.
- ~~Relocate utility pole at southwest corner of the intersection of Southcrest Road and Cherry Creek Road.~~
- Construct A.C. dike at southwest corner of the intersection of Southcrest Road and Cherry Creek Road.

- Reconstruct conform portion of the intersection of Southcrest Road and Cherry Creek Road.
- Conform existing driveway 277 and 275 Cherry Creek

(Private Improvements) Sewer

- Seal, grout, paint and test Manholes.
- Raise all Manholes to grade.
- Clean, grout, seal and test SSMH #6
- Clean SSMH #4, seal, grout and test.

(Private Improvements) Storm Drain

- Clean SDMH. Raise to grade. Seal rings.
- Adjust DIs and lot drainage per Doble Thomas plan revisions dated 4/16/12

Litigation Settlement Proceeds Work:

Reimbursement Release One: \$45,000 upon the completion of the following work to City's reasonable satisfaction:

- Cherry Creek tie-in grind and pave and pave up to Lot 1 of Southcrest Acres
- Driveway approaches to
  - Barto APN 001-320-061
  - Bandiera APN 001-320-062
  - Hixon APN 001-320-031
  - Hoover APN 001-320-065

Reimbursement Release Two: \$19,435.16 upon the completion of the following work to City's reasonable satisfaction:

- Upon completion of all other site improvements per the this punch list

Bond #: CAIFSU0648055

Premium: \$7,723.00

**PERFORMANCE BOND**  
(Government Code 66499.1)

WHEREAS, the City Council of the City of Cloverdale, County of Sonoma, State of California, and Alexander Valley View Homes, LP (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated June 21st 2016 and identified as Southcrest Acres Subdivision Project, is hereby referred to and made a part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and International Fidelity Insurance Company, as Surety, are held and firmly bound unto the City of Cloverdale (hereinafter called "City"), in the penal sum of Four Hundred Six Thousand Four Hundred Sixty Two dollars (\$406,462) lawful money of the United States for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

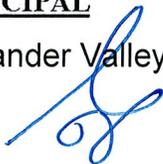
The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

**PRINCIPAL**

Alexander Valley View Homes, LP



**SURETY**

International Fidelity Insurance Company



Claudine Gordon, Attorney-In-Fact

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on June 21, 2016.

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS,

Alexander Valley View Homes, LP  
That           Λ           as Owner, and International Fidelity Insurance Company as Surety, are held and firmly bound unto the City of Cloverdale, California, hereinafter called "City," in the sum of Two Hundred Three Thousand Two Hundred Thirty One dollars (\$203,231) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the City's Specifications entitled:

**Southcrest Acres Subdivision**

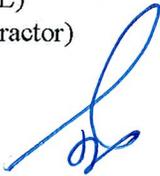
NOW, THEREFORE, if said Contractor or Subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done or for amount due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State Law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety there under, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 21 day of June, 2016.

(SEAL)  
(Contractor)



By  
(Signature)

(SEAL)  
(Surety)



By Claudine Gordon, Attorney-In-Fact  
(Signature)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Sonoma )

On June 21, 2016 before me, Sara J. Larson, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Claudine Gordon  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Performance Bond Document Date: June 21, 2016  
Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Bond #: CAIFSU0648056

Premium: \$100.00

**MONUMENTING BOND  
FOR SUBDIVISIONS**

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Alexander Valley View Homes, LP, hereinafter called OWNER, is the Owner for that certain subdivision known as Southcrest Acres Subdivision; and

WHEREAS, all monuments have not yet been set in the positions noted in the proposed Final Subdivision Map for said subdivision,

NOW, THEREFORE, we the OWNER as Principal, and the International Fidelity Insurance Company as Surety, are held and firmly bound unto the CITY OF CLOVERDALE in the sum of Two Thousand dollars, (\$2,000), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, or any or all or either of them, shall fail to pay any engineer or surveyor for setting monuments in the positions noted in the proposed Final Subdivision Map for said subdivision in accordance with the provisions of Government Code Sec. 66495 et.seq., then said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the Judgement therein rendered.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this Bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims against it.

Should the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or Contract, or to the work to be performed thereunder, shall in any way affect its obligations on the Bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Agreement or Contract.

**PRINCIPAL**

Alexander Valley View Homes, LP



**SURETY**

International Fidelity Insurance Company

Claudine Gordon  
Claudine Gordon, Attorney-In-Fact

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named on June 21, 2016.

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JENNIFER LELOUARN, MICHELLE ELLWANGER, CLAUDINE GORDON, JEFF YOUNG, MICHAEL FEENEY,  
STEVE ROGERS

Windsor, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that: (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21 day of June 2016

MARIA BRANCO, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Sonoma )

On June 21, 2016 before me, Sara J. Larson, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Claudine Gordon  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Monumenting Bond Document Date: June 21, 2016  
Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, <sup>Alexander Valley View Homes, LP</sup> \_\_\_\_\_, as Principal, and <sup>International Fidelity Insurance Company</sup> \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Cloverdale as Obligee, in the sum of Twenty Thousand Three Hundred Twenty Three Dollars, (\$20,323) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as condition of the filing of Southcrest Acres Subdivision, entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of one year following final acceptance of said improvements by the City;

NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the said improvements by Obligee, then this obligation shall be void, otherwise to remain in full force and effect.

**PRINCIPAL**

Alexander Valley View Homes, LP

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

**SURETY**

International Fidelity Insurance Company

By: Claudine Gordon  
Claudine Gordon, Attorney-In-Fact

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named on June 21, 2016.

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JENNIFER LELOUARN, MICHELLE ELLWANGER, CLAUDINE GORDON, JEFF YOUNG, MICHAEL FEENEY,  
STEVE ROGERS

Windsor, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



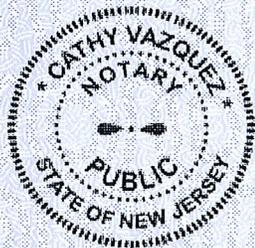
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

21 day of June 2016

MARIA BRANCO, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Sonoma )

On June 21, 2016 before me, Sara J. Larson, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Claudine Gordon  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal Above

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City Council
Agenda Item Summary

Agenda Item: 20
Meeting Date: June 28, 2016

Table with 2 columns: Agenda Section (New Business) and Staff Contact (Jose M. Sanchez, Paul Cayler, Stephen Cramer)

Agenda Item Title
City Council Discussion Regarding Ballot Measure Options for Possible Commercial Marijuana Business tax.

Summary

At its regular Council Meeting of June 14, 2016, the City Council directed staff to return with information on the procedure and deadlines to place a local marijuana business tax measure on the November ballot.

New Regulations for Medical Marijuana Industry:

A package of three bills passed by the California Legislature in 2015 is bringing the marijuana industry out of the shadows by creating a comprehensive regulatory structure. The Medical Marijuana Safety Act ("MMRSA") was created by AB 266, AB 243, and SB 643.

Possible Statewide Initiative to Legalize Recreational Marijuana:

In addition to new commercial regulations for medical marijuana, it is very likely that this November, California voters will consider a statewide ballot initiative to legalize recreational marijuana sales and use for adults 21 and older.

Information on Marijuana Taxes in California Cities:

In light of the changing landscape surrounding marijuana, numerous cities in California have enacted marijuana business taxes in recent years. The City of Oakland was the first to tax marijuana in 2009. Currently there are at least eighteen cities in the State with marijuana taxes on the books.

Some cities tax dispensary sales only, while others also tax cultivation operations. Some cultivation taxes are based on square footage of an operation, while others tax a percentage of gross receipts.

Below is a sampling of a few commercial marijuana taxes in California cities.

| City               | Tax Information  | Date Passed   | % of Yes Votes   | Est. Revenues   |
|--------------------|--|---------------|--|---|
| Alturas            | 10% of gross receipts/<br>general tax  | June 2016     | 81%  | n/a   |
| Sacramento         | 4% of gross receipts/<br>general tax<br><br>*City has 30-plus<br>dispensaries  | November 2010 | 71%  | \$2.86 million<br><i>*An attempt to pass<br/>a special tax to<br/>replace this general<br/>tax failed at the June<br/>2016 ballot</i>                       |
| Shasta Lake        | 6% (initially) of gross<br>receipts, allows up to<br>10% / general tax<br><br>*City has 2<br>dispensaries  | November 2014 | 73%  | \$175,000-\$200,000   |
| Santa Cruz         | 7% (initially) of gross<br>receipts, allows up to<br>10% / general tax<br><br>*City has 2<br>dispensaries  | November 2014 | 82%  | \$150,000-\$275,000   |
| Palm Springs       | 10-15% of gross<br>receipts/ general tax<br><br>*City has an<br>estimated 6<br>dispensaries  | November 2013 | 66%  | \$1 million   |
| Berkeley           | \$25 per square foot<br>for first 3,000 square<br>feet @ nonprofit<br>collectives; \$10 per<br>square foot after<br>3,000 square feet              | November 2010 | 83%  | n/a   |
| Desert Hot Springs | 10% on proceeds<br>from dispensary sales<br><br>\$25 per square foot<br>of cultivation up to<br>3,000 square feet,<br>then \$10 per square<br>foot | November 2014 | 72% (dispensary<br>sales)<br><br>68% (cultivation<br>proceeds) | n/a<br><br>*City has approved<br>zoning for large<br>scale indoor<br>cultivation<br>operations that<br>could bring up to<br>\$10 million in tax<br>revenues |

**Procedure to Place a Tax Measure on the Ballot:**

The City Council may seek a general or special tax on marijuana businesses during the November 2016 election. A City Council resolution placing a tax measure on the November 2016 ballot must be passed no

later than August 8, 2016 in order to meet County Elections Office deadlines.

A general tax must go before the voters during a regular municipal election (when City Council seats are up for election), unless the City Council makes a unanimous emergency declaration that the tax is immediately necessary to protect the public health, safety, or welfare. A general tax may be placed on the ballot by a two-thirds vote of the City Council, and requires a simple majority vote of the electorate to pass. General tax revenues are placed in the general fund and may be used for any legitimate government purpose. If the Council does not place a general tax on marijuana businesses on the 2016 ballot, it is most likely that November 2018 would be the next opportunity to do so.

A special tax may go on the ballot at any scheduled election. A majority vote of the City Council is required to place a special tax on the ballot, and a two-thirds vote of the electorate is necessary for it to pass. Special tax revenues are placed in a special fund and may only be expended for the purposes stated in the ballot measure.

***Components to Consider for a Commercial Marijuana Tax:***

If Council is interested in placing a tax on the ballot, staff would like direction on the following components of the tax:

- ▶ General or special tax?
- ▶ Tax rate? Most cities have enacted taxes ranging from 4 to 15%.
- ▶ Tax dispensary sales only?
- ▶ Or also tax cultivation, manufacturing, and/ or processing businesses?
- ▶ Tax medical marijuana businesses only, or include nonmedical (recreational) marijuana businesses in

case a statewide initiative passes and the City later allows for such businesses to operate in Cloverdale?

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Options

1. Take no action.
2. Direct staff to prepare a resolution and related documents for an upcoming Council meeting to place a general tax on commercial marijuana businesses on the November 2016 ballot. Direct staff on the components listed above.
4. Direct staff to prepare a resolution and related documents for an upcoming Council meeting to place a special tax on commercial marijuana businesses on the November 2016 ballot, and specify how such revenues should be spent. Direct staff on the components listed above.
5. Provide Staff with other direction.

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Budget/Financial Impact

Undetermined at this time

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Recommended Council Action

Discuss the various options related to a marijuana business tax and direct staff accordingly.

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