CITY OF
CLOVERDALE

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

TUESDAY, APRIL 26, 2016

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

The Cloverdale City Council welcomes you to its meetings that are typically scheduled for the 2nd and 4th 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. **Proclamation proclaiming the Fourth Friday in April as Children's Memorial Flag Day throughout Sonoma County in Memory of Children Who Have Died by Violence** *(Page 1)*
2. **Proclamation recognizing April 2016 as Sexual Assault Awareness Month** *(Page 2)*

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.

3. **Minutes of Previous Meeting: March 8, 2016** – Moore *(Pages 3–48)*
4. **Resolution authorizing the Sonoma County Waste Management Agency (SCWMA) to Submit to the California Department of Resource Recycling and Recovery (CalRecycle) Applications for Payment Programs and Related Authorizations on Behalf of the City of Cloverdale-** Cayler *(Pages 49-50)*
5. **Resolution No. 027-2016 approving a Professional Services Agreement with RMC Water and Environment to provide assistance to the city throughout the reissuance process for the city's National Pollution Discharge Elimination System (NPDES) permit for discharge of treated wastewater**- Apodaca *(Pages 51-72)*
6. **Resolution No. 028-2016 considering award of the CDBG Downtown ADA Accessible Parking Project to Yukon Construction in the amount of $23,993.90, approval of the overall project budget for this project and determination of exemption from the California Environmental Quality Act**- Apodaca *(Pages 73- 76)*

COMMUNICATIONS: None.

PUBLIC HEARINGS:

7. **Hearing to consider adopting proposed water and sewer rate structures and approving Resolutions No. 029-2016 and 030-2016 to establish new water and sewer rate schedules in accordance with Proposition 218 (California Constitution Article XIIID) and rescinding Resolutions No. 008-2013 and 009-2013 to revoke existing water and sewer rate schedules-** Apodaca *(Pages 77- 112)*

Recommendation: Staff recommends that the City Council conduct a public hearing and if no majority protest occurs, adopt Resolutions No. 029-2016 and 030-2016 to establish new water and sewer rate schedules.

NEW BUSINESS:

8. **Action to Appoint a City of Cloverdale Alternate to the City Selection Committee and the Sonoma County Mayors' and Council Members' Association Board of Directors** – Cayler *(Page 113)*

Recommendation: Staff recommends that the City Council by minute order appoint an official alternate representative to the City Selection Committee and the Sonoma County Mayors' and Council Members' Association (SCMCMA) Board of Directors.

9. **Action on Annual Agreement Between the Sonoma County YMCA and the City of Cloverdale for the Operation of Summer 2016 Swimming Pool Program-** Cayler *(Pages 114- 127)*

AB343 Requirements: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection in the City Hall offices located at 124 N. Cloverdale Blvd., Cloverdale CA 95425 during normal business hours.

Recommendation: Staff recommends that the City Council, by minute order, approve a professional services agreement between the City of Cloverdale and the Sonoma County YMCA for the 2015 Swim Season, and further authorizes the City Manager to execute the necessary agreement.

10. **Action on a Letter of Support for renewing and updating voter protections and policies for Sonoma County's community separators in 2016, including a countywide ballot measure and a county General Plan Amendment designating lands between Healdsburg and Cloverdale as a community separator**- Kelley *(Pages 128- 141)*

Recommendation: Staff recommends that the City Council, by minute order, authorize Mayor Brigham to sign a letter of support for renewing and updating voter protections and policies for Sonoma County's community separators in 2016 including a countywide ballot measure and a General Plan Amendment designating lands between Healdsburg and Cloverdale as a community separator.

SUBCOMMITTEE ACTION ITEMS: None

SUBCOMMITTEE REPORTS: (VERBAL REPORTS: 15 minutes)

- Airport (Chair, Councilmember Cox and Vice Mayor Wolter) - Next Meeting: May 3, 2016, 9:00 a.m. at the Cloverdale Performing Arts Center
- Finance, Administration & Police (Chair, Mayor Brigham and Vice Mayor Wolter) - Next Meeting: April 27, 2016, 2:00 p.m.
- Planning & Community Development (Chair, Vice Mayor Wolter and Mayor Brigham) - Next Meeting: June 21, 2016, 4:00 p.m.
- Public Works (Chair, Councilmember Russell and Councilmember Cox) - Next Meeting: May 24, 2016, 10:30 a.m.
- Joint City/Fire District (Chair, Councilmember Palla and Mayor Brigham) - Next Meeting: June 13, 2016, 5:30 p.m.
- Joint City/School District (Chair, Councilmember Palla and Councilmember Cox) – Next Meeting: May 16, 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, May 10, 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 21st day of April, 2016, at or before 5:00 p.m.

Paul Cayler

Paul Cayler, City Manager

AB343 Requirements: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection in the City Hall offices located at 124 N. Cloverdale Blvd., Cloverdale CA 95425 during normal business hours.

CITY OF
CLOVERDALE

Proclaiming the Fourth Friday in April as Children's Memorial Flag Day throughout Sonoma County in Memory of Children Who Have Died by Violence

Whereas, throughout America, tragic cases of violence against children occur frequently and senselessly, destroy innocent lives and devastate families; and

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

Whereas, the City Council of the City of Cloverdale believe in the celebration of life, diversity and hope for the future through our children, and further the Council deplores and condemns acts of violence committed upon the children of our communities; and

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

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

Now, therefore, be it proclaimed that in memory of children who have died by violence, the City of Cloverdale does hereby proclaim the fourth Friday in April as Children's Memorial Day;

Be it further proclaimed that I, Mayor Mary Ann Brigham, urge all Cloverdale citizens to increase their participation in efforts to prevent child abuse and child death, thereby strengthening the communities in which we live.

April 26, 2016

_____
Mary Ann Brigham, Mayor

CITY OF
CLOVERDALE

City Council Proclamation

Recognizing April 2016 as Sexual Assault Awareness Month

Whereas, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has a profound and lasting impact on every community member of Cloverdale; and

Whereas, national research indicates that one in five women will be raped at some point in their lifetime, and nearly half of all women will experience some form of sexual violence; and

Whereas, one in seventeen men will be raped at some point in their lifetime, and one in five men will experience some form of sexual violence; and

Whereas, young people are at greatest risk of sexual violence, and youth aged 12 to 17 are 2.5 times more likely to be raped or sexually assaulted; and

Whereas, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

Whereas, with leadership, dedication, and encouragement, there is evidence that we can be successful in preventing sexual violence through increased education, awareness, and community involvement; and

Whereas, the City of Cloverdale strongly supports the efforts of Verity, and encourages every citizen to actively engage in public and private efforts to end sexual violence, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other support services, and how every segment of our society can work together to better address sexual violence.

Therefore, Be It Proclaimed that I, Mayor Mary Ann Brigham, do hereby proclaim April 2016 as Sexual Assault Awareness Month in the City of Cloverdale, and this City Council so reaffirms its commitment to address the issues of rape and sexual violence by: remembering victims, supporting survivors, holding perpetrators accountable for their actions, and challenging societal myths and behaviors that perpetuate sexual violence in our community.

_____

Mary Ann Brigham, Mayor

CITY OF
CLOVERDALE

DRAFT MINUTES
REGULAR MEETING OF THE CITY COUNCIL AND
JOINT MEETING OF THE CLOVERDALE COMMUNITY DEVELOPMENT SUCCESSOR AGENCY BOARD OF DIRECTORS

TUESDAY, MARCH 8, 2016

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

PUBLIC BUSINESS SESSION – 6:30 p.m.

OPENING:
- Call to Order: Mayor Brigham called the meeting to order at 6:31 p.m.
- Pledge of Allegiance
- Roll Call: Councilmember Palla, Vice Mayor Wolter, Councilmember Cox, Councilmember Russell, Mayor Brigham
- Conflict of Interest Declaration: None
- Agenda Review – Regular Session (Changes and/or Deletions): City Manager Cayler announced there would be a small correction on item number four, noting one of the tables had an error. Mayor Cox pointed out that the minutes of January 12th also require a small correction.

PUBLIC COMMENTS: None

PROCLAMATIONS / PRESENTATIONS: None

CONSENT CALENDAR:
1. **Minutes of Previous Meeting- January 12, 2016**
2. **Resolution on the Future of the Sonoma County Waste Management Agency, including One Year Extension of Joint Powers Authority Agreement**
3. **Action to Authorize the City Manager to Fill Budgeted Positions in the Cloverdale Police Department including a Sergeant and Police Officer**
4. **Action to Approve a Resolution of the City Council of the City of Cloverdale Approving a Memorandum of Understanding with the Cloverdale Classified Service Employees Association and Authorizing the City Manager to Execute the Memorandum of Understanding**

City Manager Cayler announced a correction to the salary table of the Classified MOU and distributed the revised table (attached), which corrected step five in the salary range for the Wastewater Plant Operator I. Councilmember Cox requested an edit to the meeting minutes of January 12, 2016, stating that he presented a proclamation to retiring bus driver, Bert Bernstein, rather than a plaque as stated in the minutes.

Action: Motion was made by Vice Mayor Wolter and seconded by Councilmember Cox to approve the consent calendar with the suggested corrections to item numbers one and four. The motion passed by roll call vote (5-ayes – Councilmember Palla, Vice Mayor Wolter, Councilmember Cox, Councilmember Russell, and Mayor Brigham; 0-noes).

COMMUNICATIONS:

5. Letter received from Federal Aviation Administration

City Manager Cayler summarized the letter received from the FAA, stating that the FAA is not in support of closing the Cloverdale airport. Councilmember Russell commented that the Council did not vote to close the airport, adding that at the December 9, 2015 meeting, the Council only accepted the concept of airport closure if an agreement could be negotiated with Laulima to the satisfaction of the Council. Councilmember Palla agreed, voicing disapproval that FAA issued a letter with a decision without receiving full information and prior to receiving a formal request.

6. Letter received from State Water Resources Control Board

City Manager Cayler discussed the letter received from the State Water Resources Control Board, which recommends the Six Acres Water Company and the City consolidate public works systems.

PUBLIC COMMENTS: None

PUBLIC HEARINGS:

7. Ordinance Repealing and Replacing Cloverdale Municipal Code Chapter 5.24 Relating to Massage Therapy and Massage Establishments

Chief Cramer presented this item, discussing past department history related to massage therapy and the existing ordinance, noting that the ordinance has not been updated since 1975. He commented that the newest version of ordinance was not in the agenda packet and distributed the latest, red-lined version to the Council and public (attached). He commented that the ordinance was submitted to and approved by the California Massage Therapy Council. Chief Crammer pointed out areas in the existing ordinance that require updating to come into compliance with current laws. He informed the Council of the outreach efforts to inform the public regarding the updated ordinance and impact it could have on current massage therapy businesses. He discussed the new requirements and the next steps in the process to adopt the updated ordinance. City Attorney Sanchez discussed the details of the red-lined copy and edits to the ordinance that was provided in the packet.

PUBLIC COMMENT PERIOD:

Mayor Brigham opened the public comment period.

Stephanie Reitzell, Tranquility Massage and Spa business owner, asked about permitting requirements.

Mayor Brigham closed the public hearing.

Action: Motion was made by Councilmember Palla and seconded by Vice Mayor Wolter to introduce and waive the first reading of Ordinance repealing and replacing Cloverdale Municipal Code Chapter 5.24 relating to massage therapy and massage establishments. The motion passed by roll call vote (5-ayes – Councilmember Palla, Vice Mayor Wolter, Councilmember Cox, Councilmember Russell, and Mayor Brigham; 0-noes).

NEW BUSINESS:

8. Appeal of the February 2, 2016 Planning Commission decision approving a modification to an existing Conditional Use Permit (CUP MOD 001-2016) to expand the hours of operation for the Cloverdale Senior Multipurpose Center to 10 pm on some Friday and Saturday evenings, to allow up to 12 special events per year and to allow up to 12 special educational courses per year in addition to the normal operations of the Center at 311 N. Main Street

Assistant City Manager Kelley opened the public hearing on this item. He discussed the original permit and the recently approved modifications. He shared that 0n February 16, 2016, the neighbors at 307 N. Main Street filed an appeal of the Planning Commission's approval of a Modified Conditional Use Permit. He informed the Council that two additional letters were received after the original appeal, supporting the appeal and dispersed these letters (attached). He also shared a letter received from Colleen Hale, Director of the Senior Center, responding to the appeal (which is also attached to these minutes). Mr. Kelley introduced Associate Planner, Rafael Miranda,

to present the details of the appeal. Mr. Miranda discussed the grounds for the appeal and Staff response to the appeal items. He concluded after reviewing the elements of the application, the project is consistent with the General Plan and Zoning Ordinance, including off-street parking requirements. He stated that Staff recommendation is to deny the appeal.

PUBLIC COMMENT PERIOD:
Mayor Brigham opened the public comment period.

Maria Alvarez, Cloverdale, stated that she represents four registered voters living on Triplett Drive who oppose the expanded special events at the Senior Center due to the limited parking. She commented that she is also opposed to parties that bring alcohol to her neighborhood, adding that she did not buy a home next to the Dante and she doesn't want the Dante next door to her eight times a year.

Colleen Hale, Director of the Senior Center, commented that there is a misconception about alcohol at the Senior Center. She stated that there have been limited events at the Senior Center where alcohol was served, noting that on those occasions there were less than 50 attendees with less than 6 bottles of wine served. She further stated that ABC permits, which were approved by the Police Chief, were obtained prior to the events. She went on to clarify the details of the Senior Centers application.

Bob Bialon, President of the Board of the Senior Center, shared that the Center and the Board have done all that they can to reduce the issues the neighbors have, including the limited parking by promoting carpooling. He reported that the Center has reduced some expectations and tried to work with neighbors.

Mike Handy, appeal applicant, thanked the Council for considering his appeal to grant the modifications to the Senior Center's conditional use permit. He stated that while it is difficult not to be sympathetic with the Senior Center, he believes it constitutes a breach of contract with the neighborhood to expand the use of the facility. He commented that he viewed the previous agreement as a binding promise. Mr. Handy stated that the Senior Center is out of character with the neighborhood since the Center is surrounded by single family homes and zoned residential.

Colleen Hale, came to podium again stating she forgot to submit a petition, which contains close to 100 signatures of community members who support the approved Conditional Use Permit Modifications for the Cloverdale Senior Multipurpose Center. Said petition is attached to these minutes.

Mary Ziegenhagen, Cloverdale, stated she is a senior who uses the Center and enjoys the activities. She commented that the fear of alcohol is unwarranted and she does not see the Center having wild, crazy parties. She acknowledged the parking problem but added members do carpool, noting one member who shuttles seniors in his van.

Shawn Bovee, Cloverdale, commented that he has attended a number of events at the Senior Center as well as events at the Dante and reported there is a very clear distinction between the two. He understand that the parking situation is an inconvenience for the neighborhood but noted that we are all plagued by inconvenience every day. He acknowledged Colleen Hale and the Center for trying to compromise but he doesn't believe they should, adding that they are not asking for that much.

Brooke Green, Cloverdale, stated that she is a former employee of the Senior Center who lives on Triplett Drive. She thanked the Center Staff and Board for meeting with the neighbors and the steps taken to modify their initial request for increased hours. She voiced that the expansion of hours is not in keeping with the agreement made with the neighborhood when the Center was first brought to the neighborhood. She discussed parking issues on Triplett Drive and safety concerns when cars park on both sides of the street.

Vice Mayor Wolter thanked the Senior Center for the modifications to their original request and their willingness to work with the neighbors but added he still cannot support the request for extended hours. He commented that the agreement made with the neighbors sixteen years ago should be followed, adding that there is a mechanism in place for the Center to make a request to the City Manager for extra events already.

The remaining Councilmembers also expressed thanks to the Senior Center for their compromise, discussed the special events, and voiced approval of the m**o**dification to the existing Conditional Use Permit.

Mayor Brigham closed the public hearing.

Action: Motion was made by Councilmember Palla and seconded by Councilmember Cox to deny the appeal and uphold the Planning Commission approval of the modification to the existing Conditional Use Permit. The motion passed by roll call vote: (4-ayes – Councilmember Palla, Councilmember Cox, Councilmember Russell, and Mayor Brigham; 1-noes - Vice Mayor Wolter).

Action: Motion was made by Councilmember Palla and seconded by Councilmember Russell to adopt Resolution No. 019-2016 of the City Council of the City of Cloverdale denying an appeal and upholding the February 2, 2016, decision of the Planning Commission to approve the modification to the existing Conditional Use Permit to expand the hours of operation for the Cloverdale Senior Multipurpose Center to 10 P.M. on some Friday and Saturday evenings, to allow up to 12 special events per year, and to allow up to 12 educational courses per year in addition to the normal operations of the Center. The motion passed by roll call vote: (4-ayes – Councilmember Palla, Councilmember Cox, Councilmember Russell, and Mayor Brigham; 1-noes - Vice Mayor Wolter).

Councilmember Palla requested to put the parking on Triplett Drive on an upcoming Finance, Administration, Police Subcommittee agenda for review, noting that a fire lane marking may be appropriate.

9. **Presentation and Discussion of Draft Ordinance Amending Cloverdale Municipal Code Chapter 8.08 Related to Smoking in Public Places**

Chief Cramer mentioned citizen complaints received regarding smoking at outdoor special events and the current ordinance, noting that the ordinance is extremely outdated. He shared the low ratings that the City of Cloverdale received from American Lung Association and the comparison of Cloverdale's ratings to that of other Sonoma County Cities, which further illustrated the need to update Cloverdale Tobacco Control. The Chief discussed the proposed draft ordinance and asked for Council direction.

PUBLIC COMMENT:

Jeanne Cox, Cloverdale, asked how enforcement would be implemented at the outdoor events. Chief Cramer responded that he sees a two pronged approach, with the first being an educational advertising campaign, which includes public noticing. This would be followed by a low-impact type of enforcement, informing violators they cannot smoke in the area and giving them opportunity to comply adding that if compliance is not voluntary, a citation may be issued.

Discussion ensued regarding details and level of the smoking restrictions, enforcement, violations, and the ability to levy fines. The Council voiced approval of moving forward with the ordinance restricting smoking at outdoor public events with direction to look into the possibility of restricting smoking at outdoor dining at a later time.

SUBCOMMITTEE ACTION ITEMS: None

SUBCOMMITTEE REPORTS: (VERBAL REPORTS: 15 minutes)

- Airport (Chair, Councilmember Cox and Vice Mayor Wolter) - Next Meeting: April 5, 2016, 8:00 am
- Finance, Administration & Police (Chair, Mayor Brigham and Vice Mayor Wolter) - Next Meeting: April 27, 2016, 2:00 pm. Vice Mayor Wolter reported the subcommittee met and discussed increasing compensation for Councilmembers.

- Planning & Community Development (Chair, Vice Mayor Wolter and Mayor Brigham) - Next Meeting: April 19, 2016, 4:00 pm.
- Public Works (Chair, Councilmember Russell and Councilmember Cox) - Next Meeting: March 29, 2016, 10:30 am.
- Joint City/Fire District (Chair, Councilmember Palla and Mayor Brigham) - Next Meeting: June 13, 2016, 5:30 pm.
- Joint City/School District (Chair, Councilmember Palla and Councilmember Cox) – Next Meeting: March 21, 2016, 5:00 pm.

COUNCIL REPORTS (INCLUDING STUDENT LIAISON):
Councilmember Russell discussed the Sonoma – Marin Area Rail Transit (SMART) progress and informed those present of a SMART meeting scheduled to take place in Cloverdale on March 29, 2016. She also shared that she and David Kelley attended a meeting with the Executive Director and senior staff from the Regional Climate Protection Authority, where they discussed Climate Action 2020. She announced that they hope to bring this discussion to the full Council. Councilmember Russell also mentioned the progress Health Action Council has made in bringing health awareness to the communities in Sonoma County. She shared that a presentation on homelessness would be agendized for the next Council meeting on March 22nd.

LEGISLATIVE REPORT: None

CITY MANAGER/CITY ATTORNEY REPORT:
City Manager Cayler reminded Council to complete and submit the goal worksheet to prioritize goals for the upcoming year.

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS:
Councilmember Palla requested a discussion on the Open Space District on a future agenda.

ADJOURNMENT: Mayor Brigham adjourn the meeting at 9:11 p.m., to a regular meeting of the City Council and Cloverdale Community Development Successor Agency, Tuesday, March 22, 2016, for Closed Session at 5:30 p.m. (at the City Hall Conference Room 124 N. Cloverdale Blvd., Cloverdale, CA 95425) for Public Business Session at 6:30 p.m. (at the Cloverdale Performing Arts Center 209 N. Cloverdale Blvd., Cloverdale, CA 95425).

City of Cloverdale
Classified Service Association
Salary Ranges Effective First Full pay Period of July 2016

Corrected

TITLE	Pay Cycle	SALARIES Step 1	Step 2	Step 3	Step 4	Step 5
ASSISTANT PLANNER	Hourly	27.1221	28.4781	29.9021	31.3971	32.9670
	Monthly	4,701.16	4,936.21	5,183.02	5,442.17	5,714.27
	Annual	56,413.94	59,234.51	62,196.28	65,305.99	68,571.27
ASSOCIATE PLANNER	Hourly	37.6032	39.4834	41.4575	43.5304	45.7070
	Monthly	6,517.89	6,843.78	7,185.97	7,545.27	7,922.54
	Annual	78,214.65	82,125.39	86,231.64	90,543.27	95,070.50
COMMUNITY SERVICES OFFICER	Hourly	23.9551	25.1528	26.4105	27.7309	29.1175
	Monthly	4,152.22	4,359.82	4,577.81	4,806.69	5,047.03
	Annual	49,826.59	52,317.80	54,933.74	57,680.28	60,564.39
ENGINEERING TECHNICIAN	Hourly	26.0549	27.3576	28.7255	30.1618	31.6700
	Monthly	4,516.18	4,741.99	4,979.09	5,228.05	5,489.46
	Annual	54,194.14	56,903.85	59,749.13	62,736.62	65,873.55
PARK & LANDSCAPE MAINTENANCE ASSISTANT	Hourly	27.0502	28.4027	29.8229	31.3140	32.8797
	Monthly	4,688.70	4,923.14	5,169.30	5,427.76	5,699.14
	Annual	56,264.37	59,077.70	62,031.60	65,133.08	68,389.74
PARKS & MAINTENANCE LEAD WORKER	Hourly	31.1915	32.7511	34.3887	36.1081	37.9135
	Monthly	5,406.53	5,676.85	5,960.70	6,258.74	6,571.68
	Annual	64,878.39	68,122.19	71,528.42	75,104.94	78,860.11
PLANNING TECHNICIAN	Hourly	26.0548	27.3576	28.7255	30.1618	31.6699
	Monthly	4,516.17	4,741.99	4,979.09	5,228.05	5,489.44
	Annual	54,194.02	56,903.85	59,749.13	62,736.62	65,873.30
SENIOR WASTEWATER TREATMENT PLANT OPERATOR	Hourly	31.2849	32.8492	34.4917	36.2162	38.0270
	Monthly	5,422.72	5,693.86	5,978.55	6,277.48	6,591.35
	Annual	65,072.65	68,326.31	71,742.65	75,329.79	79,096.20
SENIOR WATER TREATMENT PLANT OPERATOR	Hourly	36.9335	38.7802	40.7192	42.7552	44.8928
	Monthly	6,401.80	6,721.90	7,057.99	7,410.89	7,781.42
	Annual	76,821.60	80,662.79	84,695.88	88,930.73	93,377.07
TRANSIT VAN OPERATOR	Hourly	22.2614	23.3745	24.5433	25.7704	27.0589
	Monthly	3,858.65	4,051.59	4,254.16	4,466.86	4,690.22
	Annual	46,303.75	48,619.06	51,049.97	53,602.37	56,282.60
UTILITY MAINTENANCE CREW LEADER	Hourly	29.7061	31.1914	32.7509	34.3885	36.1080
	Monthly	5,149.06	5,406.51	5,676.83	5,960.68	6,258.72
	Annual	61,788.77	64,878.14	68,121.94	71,528.17	75,104.69
UTILITY MAINTENANCE WORKER I (Public Works)	Hourly	22.2614	23.3745	24.5433	25.7704	27.0589
	Monthly	3,858.65	4,051.59	4,254.16	4,466.86	4,690.22
	Annual	46,303.75	48,619.06	51,049.97	53,602.37	56,282.60
UTILITY MAINTENANCE WORKER II (Public Works)	Hourly	27.0502	28.4027	29.8229	31.3140	32.8797
	Monthly	4,688.70	4,923.14	5,169.30	5,427.76	5,699.14
	Annual	56,264.37	59,077.70	62,031.60	65,133.08	68,389.74
WASTEWATER TREATMENT PLANT OPERATOR I	Hourly	26.1366	27.4435	28.8156	30.2564	31.7693
	Monthly	4,530.35	4,756.86	4,994.71	5,244.44	5,506.67
	Annual	54,364.19	57,082.38	59,936.53	62,933.25	66,080.05
WASTEWATER TREATMENT PLANT OPERATOR II	RANGE NOT CURRENTLY ESTABLISHED					
WATER TREATMENT PLANT OPERATOR-IN-TRAINING	Hourly	25.6783	26.9623	28.3104	29.7260	31.2123
	Monthly	4,450.90	4,673.47	4,907.14	5,152.51	5,410.13
	Annual	53,410.85	56,081.60	58,885.68	61,830.10	64,921.58
WATER TREATMENT PLANT OPERATOR I	RANGE NOT CURRENTLY ESTABLISHED					
WATER TREATMENT PLANT OPERATOR II	Hourly	34.2710	35.9845	37.7838	39.6730	41.6566
	Monthly	5,940.30	6,237.31	6,549.19	6,876.65	7,220.47
	Annual	71,283.59	74,847.75	78,590.32	82,519.78	86,645.64

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE REPEALING AND REPLACING CLOVERDALE MUNICIPAL CODE CHAPTER 5.24 RELATING TO MASSAGE THERAPY AND MASSAGE ESTABLISHMENTS

WHEREAS, there is substantial research that indicates that the skillful practice of massage can provide many health benefits including relief of pain from disease, injury and other sources, and that massage can be a valuable component of a wellness program; and

WHEREAS, the City of Cloverdale has an interest in the safe operation and licensing of massage businesses in the City; and

WHEREAS, in 1975, the City Council adopted Cloverdale Municipal Code Chapter 5.24, establishing regulations governing massage therapy businesses and practitioners; and

WHEREAS, on September 27, 2008, the Governor approved Senate Bill 731 ("SB 731"), which sanctioned Business and Professions Code sections 4600 et seq., known as the Massage Therapy Act, to the California Business and Professions Code, which provided for the formation of a nonprofit "Massage Therapy Organization" to oversee a State-sanctioned program of certification for massage therapy practitioners; and

WHEREAS, pursuant to SB 731, the "California Massage Therapy Council" was formed and established a scheme for a voluntary certification process for persons wishing to practice massage therapy in California, with the intention of enabling persons so certified to practice massage therapy in any city within the State without being required to obtain a local permit to practice; and

WHEREAS, SB 731 included a sunset clause, expiring on January 1, 2015, to allow the State to review the law and its impacts; and

WHEREAS, on September 18, 2014, Governor Brown signed Assembly Bill 1147 ("AB 1147"), effective January 1, 2015, which substantially changed Business and Professions Code sections 460, 4600-4621, and Government Code section 51034, by significantly revising existing laws regulating certified massage professionals and gave cities and counties some regulatory authority over massage establishments; and

WHEREAS, there have been significant changes to State laws relating to massage therapy and to the landscape of massage businesses in the City of Cloverdale, since the City of Cloverdale enacted Cloverdale Municipal Code Chapter 5.24; and

WHEREAS, a revision to the Cloverdale Municipal Code relating to massage therapy and massage establishments will streamline licensing procedures while promoting those businesses that provide legitimate and important health and therapeutic services to the community and prohibiting those businesses that conduct illicit activity; and

WHEREAS, a revision to Municipal Code Chapter 5.24 will also bring the City's local ordinance into compliance with uniform statewide regulations enacted by AB 1147; and

WHEREAS, this Ordinance is enacted pursuant to Government Code Sections 51030-51034 and Business and Professions Code Sections 4600 et seq., as amended by AB 1147.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVERDALE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Cloverdale Municipal Code Title 5, "Business Taxes, Licenses and Regulations," Chapter 5.24 entitled "Massage Parlors," as presently written, is hereby repealed in its entirety.

SECTION 2. New Chapter 5.24 entitled "Massage Therapy and Massage Establishments" ~~of~~is hereby incorporated into Title 5, "Business Taxes, Licenses and Regulations" ~~is~~and adopted to read as follows:

"Chapter 5.24

MASSAGE THERAPY AND MASSAGE ESTABLISHMENTS

5.24.010 Purpose and Intent.

It is the purpose and intent of this Chapter to provide for the orderly regulation of individuals and businesses providing massage therapy services, and to prevent and discourage the misuse of massage therapy as a front for prostitution, human trafficking, and related activities in violation of State law while protecting the interests of the public health, safety and welfare of the community by providing certain minimum standards for health and safety, building, sanitation, education, and operation standards for massage therapists and businesses.

It is the further intent of this Chapter to update and streamline local massage therapy permitting procedures, while still facilitating and advancing the ethical practice of massage therapy. It is also the intent of the City Council that this Chapter apply to any business, location or individual that provides massage services regardless of the business name or individual's title or position.

5.24.020. Definitions.

For the purpose of this Chapter, unless the context clearly requires a different meaning, the words, terms and phrases set forth in this Section shall have the meanings given them in this section:

A. "Applicant" shall mean the individual or individuals applying for a ~~Certified Massage Therapy Certificate~~Massage Therapist Permit or a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit. Only an owner(s) may apply for a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit.

B. "California Massage Therapy Council" or "CAMTC" shall mean the non-profit organization created to regulate the massage industry set forth Chapter 10.5 of Division 2 of the Business and Professions Code of the State of California (commencing with Section 4600).

C. "CAMTC Certificate" shall mean a current and valid certificate issued by the California Massage Therapy Council to a massage practitioner pursuant to Business and Professions Code section 4601(b) or (c) or any later enacted amendment.

D. "CAMTC certified" shall mean any individual, certified by the CAMTC and possessing a valid CAMTC Certificate and is licensed to practice or administer massage, in exchange for any form of compensation within the City of Cloverdale. All persons certified by CAMTC shall have the right to perform or engage in the practice of massage consistent with the Massage Therapy Act, the qualifications established by his or her certification and the provisions of this Chapter stated herein.

~~E. "Certified Massage Establishment Certificate," or "Certificate holder" means the City-issued certificate required by this Chapter to operate a massage establishment. Only an owner(s) may apply for a Certified Massage Establishment Certificate.~~

~~F. "Certified Massage Therapy Certificate," or "Certificate holder" means the City-issued certificate required by this Chapter to operate as a massage therapist.~~

~~G~~E. "Chair massage" shall mean any massage given to a person who is fully clothed and sitting in an upright position on a professional bodywork seat, stool, office seat, wheelchair or other chair-like device.

~~H~~F. "City" shall mean the City of Cloverdale.

~~I~~G. "Client" shall mean the customer or patron who pays for or receives massage services.

~~J~~H. "Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange or gift of money or anything of value.

~~K~~I. "Disqualifying offense" shall mean any offense which disqualifies an Applicant from obtaining a Permit~~Certificate~~ pursuant to this Chapter. Disqualifying offenses are any of the following:

1. The Applicant has provided materially false information in his/her application.

2. Within five (5) years immediately preceding the date of the filing of the application, the Applicant has been convicted of, or pled guilty to, any of the following offenses: violation of Penal Code sections 243.4, 261, 266a through 266j, inclusive, 267, 288, 314 to 316 inclusive, 318, 647a, 647b,647d, 647i, 647j, any offenses requiring registration under Penal Code section 290 or Health and Safety Code section 11590; any felony offense involving the

possession for sale, sale, transportation, furnishing or giving away of a controlled substance specified in Health and Safety Code sections 11054 to 11058, inclusive, as amended; violation of any charge related to human trafficking including United States Code Title 18, Chapter 77, Sections 1590, 1591 or 1592; any offense in another state which if committed in California, would have been punishable as one or more of the offenses mentioned here; any offense involving the use of force or violence upon the person of another, or any offense involving theft, embezzlement or moral turpitude.

3. Any violation of any provision of this Chapter resulting in a suspension or revocation of any ~~Certificate~~Permit issued under this Chapter, or a violation of a similar law in any other jurisdiction, which resulted in a suspension or revocation of a permit under that law.

~~L~~J. "Employs or retains" shall mean a person that is a directly paid employee of the massage establishment; or an independent contractor who receives compensation for massage therapy provided to patrons of the massage establishment; or a person that receives a referral of patrons from the massage establishment and, at any time before or after the referral, arranges in any way for compensation to flow to the massage establishment operator (regardless of whether the parties involved acknowledge that compensation is flowing in exchange for the referral, or whether such parties record such compensation in their financial records).

~~M~~K. "Employee" shall mean any person employed by a massage business who may render any service to the business and who receives any form of compensation from the business. For the purposes of this Chapter, the term "Employee" shall include independent contractors, agents and volunteers.

~~N~~L. "Home occupation massage therapist" shall mean a massage therapist that practices massage within his or her own residence. All home occupation massage therapists are subject to the requirements for home occupation permits as set forth in Section 18.03.190 of the Cloverdale Municipal Code and no more than two (2) massage therapists may operate as home occupation massage therapists in any single residence.

~~O~~M. "Inspector" shall mean the person or persons designated by the permit authority to conduct any inspections required or permitted under this Chapter.

~~P~~N. "Manager" shall mean a person who supervises, manages, directs, organizes, controls, or in any other way is responsible for, or in charge of the conduct of, the activities within a massage business. Evidence of management includes, but is not limited to, evidence that the individual has power to direct or hire and dismiss employees, control hours of operation, create policy or rules or purchase supplies. A manager may also be an owner.

~~Q~~O. "Massage," and "Massage Therapy," for purposes of this Chapter are used interchangeably and shall mean the skillful application of touch, and any method of treating the external parts of the body for remedial, health or hygienic purposes for any form of compensation by means of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating, of the external parts of the body with hands or other parts of the body by a practitioner to produce increased awareness, relaxation, pain relief, injury

rehabilitation or neuromuscular reeducation, with or without the aid of any mechanical or electrical apparatus or appliances; or with or without such supplementary aids as rubbing alcohol, liniments, antiseptic, oils, powder, creams, lotions, ointments or other similar preparations commonly used in this practice; or by baths, including but not limited to Turkish, Russian, Swedish, Japanese, vapor, shower, electric tub, sponge, mineral, mud, fermentation or any other type of bath.

~~R~~P. "Massage business" shall mean any business that offers massage in exchange for compensation, whether at a fixed place of business or at a location designated by the customer or client through outcall or on-site massage services. The term "massage business" includes a ~~Certified~~ Massage Therapist Permit holder or CAMTC certificate holder who is the sole owner, operator and employee of a massage business operating as a sole proprietorship and also includes home occupation massage therapists. For the purposes of this Chapter, the term "massage business" shall include those businesses that provide separate massage services, such as spas and day spas, but shall not apply to massages performed to limited areas of the neck, face and/or scalp, hands or feet of the clients when that massage is accessory to and within the scope of a barber's, cosmetologist's and esthetician's state license.

~~S~~Q. "Massage establishment" shall mean any business or establishment that offers massage therapy in exchange for compensation at a fixed place of business. Any business or establishment that offers any combination of massage therapy and bath facilities including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage establishment under this Chapter. For the purposes of this Chapter, the term "massage establishment" shall include those businesses that provide separate massage services, such as spas and day spas, but shall not apply to massages performed to limited areas of the neck, face and/or scalp, hands or feet of the clients when that massage is an accessory to and within the scope of a barber's, cosmetologist's, and esthetician's state license.

~~T~~R. "Massage establishment owner" or "owner of a massage establishment" or "owner" shall mean and include any of the following persons:

1. The sole proprietor of a sole proprietorship operating a massage establishment.

2. Any general partner of a general or limited partnership that owns a massage establishment.

3. Any person who has a ten percent (10%) or greater ownership interest in a corporation that owns a massage establishment.

4. Any person who is a member of a limited liability company that owns a massage establishment.

5. Any person who has a ten percent (10%) or greater ownership interest in any other type of business association that owns a massage business.

S. "Massage Establishment Permit," or "Permit holder" means the City-issued permit required by this Chapter to operate a massage establishment. Only an owner(s) may apply for a Massage Establishment Permit.

T. "Massage Therapist Permit," or "Permit holder" means the City-issued permit required by this Chapter to operate as a massage therapist.

U. "On-site massage" shall mean a massage given to an individual who remains fully clothed during the massage and at a location other than a massage business, and is limited to massages that take place at malls, business offices, sports complexes, convention centers and public events.

V. "Operator" or "massage establishment operator" or "massage business operator" shall mean any and all owners or managers of a massage establishment.

W. "Out-call massage service" shall mean the engaging in or carrying on of massage therapy for compensation at a location other than a duly licensed massage establishment that has been permitted pursuant to this Cehapter.

X. "Patron" shall mean an individual on the premises of a massage establishment for the purpose of receiving massage therapy.

Y. "Permit authority" means the Chief of Police, or his or her designee, charged with the administration of this Chapter.

Z. "Person" shall mean any individual, firm, association, partnership, corporation, joint venture, limited liability company or combination of individuals.

AA. "Reception and waiting area" shall mean the area immediately inside the main entry door of the massage establishment, dedicated to the reception and waiting of patrons, clients and visitors of the massage establishment, which is not a massage therapy room or otherwise used for the provision of massage therapy services.

BB. "Recognized school" shall mean a school of massage which entails the following:

1. Teaches the theory, ethics, practice including anatomy and physiology, profession and work of massage; and

2. Requires a residence course of study to be given and completed before the student is furnished with a diploma, certificate of learning or completion or degree in massage; and

3. The massage program provides an organized plan of study of massage and related subjects for a minimum of 300 hours and has been approved by the State of California Consumer Bureau, or the Department of Consumer Affairs or an accredited college, university or junior college established pursuant to Education Code 100850, or if said school is not located in

California, has complied with the standards commensurate with those of a school of equal or greater training that is approved by the corresponding agency in another state, or accredited by an agency recognized by the United States Department of Education.

CC. "Sole-Proprietorship" shall mean a massage business where the owner owns one-hundred percent (100%) of the business, is the only person who provides massage services for compensation for that business, and has no other employees or independent contractors that perform massage therapy services for the business.

DD. "Spa" or "Day Spa" shall mean a business that offers a variety of services intended to meet personal needs of individuals such as skin treatment, manicures and pedicures and massage.

EE. "Visitor" shall mean any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services, but excluding law enforcement personnel or governmental officials performing governmental business.

5.24.030. Exemptions.

The provisions of this Chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties in their respective professions:

A. Physicians, surgeons, chiropractors, osteopaths, podiatrists, acupuncturists, physical therapists, nurses or any other person duly licensed to practice any healing art and/or their respective profession under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license.

B. Persons operating or employed at hospitals, nursing homes, sanitariums or any other health facility duly licensed by the State of California.

C. Trainers of any amateur, semi-professional or professional athlete or athletic team, so long as such persons' do not practice massage therapy as their primary occupation at any location where they provide such services in the City, and the practice of massage is limited to such athletes and athletic teams.

~~D. Persons operating or employed at athletic clubs or fitness facilities, where such facility is designed and equipped for indoor sports, exercise, or physical education, and where massage services are provided to members of such facilities.~~

~~E.~~D. Barbers, cosmetologists or estheticians who are duly licensed under the laws of the State of California, while engaging in practices within the scope of their licenses, so long as the barber, cosmetologist or esthetician limits any massages he/she performs in the course of his/her professional duties to the neck, face and/or scalp, hands or feet of the clients when that massage is accessory to and within the scope of the barber's, cosmetologist's and esthetician's state license.

~~F.~~E. Enrolled students of a school of massage when they are performing massage within the City as part of a formal, supervised, internship or training program operated by the school, without compensation other than school credit, on the premises of a massage establishment duly authorized to operate pursuant to the terms of this Chapter; and provided that the operator of the massage establishment has first notified the permit authority in writing of the name, residence address and school of the students and the dates of the trainings.

~~G.~~F. Persons performing a therapeutic modality for which the State does not offer licenses or certification under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code and the modality is performed with minimal touching and the client remains fully clothed at all times, such as Reiki, Reflexology that is performed only to the hands, feet and neck area of a patron's body, ~~Rolfing~~ or the Bowen Technique and/or somatic practitioners who use no physical touch of any kind at any time in their practice.

~~H.~~G. Persons administering massages or health treatments at single-occurrence athletic, recreational or educational events.

5.24.040. Minimum Requirements for All Massage Therapists and Massage Establishments.

A. Massage Therapists. It shall be unlawful for any person to perform or engage in the practice of massage therapy for compensation within the City unless that person possesses one (1) of the following:

1. A current, valid, unsuspended and unrevoked CAMTC certificate as defined in Section 5.24.020(C); or

2. A current, valid, unsuspended and unrevoked ~~Certified~~ Massage Therapist ~~Certificate~~Permit pursuant to Section 5.24.100

B. Massage Establishments. It shall be unlawful for any massage business or establishment, owner or manager, to employ or retain any person to practice massage therapy for compensation, or to allow any person to perform massage therapy for compensation, unless that person possesses either a CAMTC certificate or a ~~Certified~~ Massage Therapist ~~Certificate~~Permit.

C. Massage Establishments. It shall be unlawful for any massage establishment to operate without possessing a current, valid, unsuspended and unrevoked ~~Certified Massage Establishment Certificate~~Massage Establishment Permit pursuant to Section 5.24.080.

5.24.050 Business License Required.

In addition to the minimum requirements set forth in Section 5.24.040, it shall be unlawful ~~for any person~~ to transact and carry on any business, trade, profession, calling or occupation relating to massage without first having procured a business license from the City to transact or carry on said business, trade, profession, calling or occupation, pursuant to Chapter

5.04 of the Cloverdale Municipal Code and the definitions stated therein. ~~5.04.03 of the Cloverdale Municipal Code.~~

The fee for a City Business License shall be assessed pursuant to Cloverdale Municipal Code 5.04.170, as amended by Council from time to time.

5.24.060. Time For Compliance With Minimum Requirements.

A. Upon application for a Business License pursuant to Chapter 5.04 of the Cloverdale Municipal Code or renewal of an existing Business License for a massage business, the Applicant shall show proof of compliance with Section 5.24.040.

B. All persons, massage businesses or establishments, including its owners, operators, managers and employees shall comply with all other applicable sections of this Chapter upon its effective date.

5.24.070 Home Occupation Massage Therapist.

Any massage therapist conducting, performing, engaging in or giving massages at their residence is deemed a home occupation massage therapist and must obtain a home occupation permit pursuant to Cloverdale Municipal Code 18.03.190 and comply with the standards set forth in Cloverdale Municipal Code 18.09.120. The massage therapist conducting, performing, engag~~rain~~ing in or giving massages shall also comply with the requirements of Section 5.24.040(A) of this Chapter.

5.24.080. ~~Certified Massage Establishment Certificate~~Massage Establishment Permit – Required for Massage Establishments.

A. Valid ~~Certificate~~Permit Required. It is unlawful and a violation of this Chapter for any person, firm, association, corporation, limited partnership, limited liability company or other entity to own, operate, engage in, conduct, permit or carry on in any way, a massage establishment without a valid, unsuspended, unrevoked, ~~Certified Massage Establishment Certificate~~Massage Establishment Permit.

B. Single ~~Certificate~~Permit for Each Location. Only one (1) ~~Certified Massage Establishment Certificate~~Massage Establishment Permit shall be granted for each fixed location where any of the massage therapy occurs. The owner of the massage establishment, as defined in this Chapter, shall hold the ~~Certificate~~Permit. If there are multiple owners, the Chief of Police, or his or her designee, will issue the ~~Certificate~~Permit to one of the owners.

C. ~~Certificate~~Permit Not Issued if Disqualifying Offenses Committed. A ~~Certified Massage Establishment Certificate~~Massage Establishment Permit shall not be issued to any massage establishment where any owner(s), operator(s), manager(s), employee(s), massage therapist(s), or any other individual associated with the massage establishment has committed a disqualifying offense as defined in Section 5.24.020(K).

5.24.090. ~~Certified Massage Establishment Certificate~~Massage Establishment Permit ~~Application~~ – Requirements, Denial, Suspension and Revocation and Due Process.

A. Application. Any Applicant wishing to obtain a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit, shall personally appear at the Police Department and file an application on a form provided by the Chief of Police, or his or her designee. The application shall include the following information:

1. The name, address and telephone number of the Applicant and all persons to be directly or indirectly interested in the ~~Certificate~~Permit, such as other owner(s), if issued;

2. A copy of the Applicant's government issued identification card;

3. The name, address and telephone number, of the massage establishment;

4. The form of business under which the Applicant will be conducting the massage establishment, *i.e.*, corporation, general or limited partnership, limited liability company, or other form. If the Applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than ten percent (10%) of the stock of the corporation. If the Applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one (1) or more of the partners is a corporation, the provisions of this Section pertaining to a corporate applicant shall apply. If the Applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one (1) or more of the members is a partnership, limited liability company, or corporation, the provisions of this Section pertaining to a partnership, limited liability company or corporate Applicant shall apply, as applicable;

5. The name and address of the owner of the real property upon, in or from which the massage establishment is to be operated. In the event the Applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the Applicant and the property owner authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in or from the property owner's property;

6. A description of the proposed massage establishment, including the type of treatments to be administered;

7. The name and address of all persons currently employed or intended to be employed, the nature of work each employee is intended to perform and for each person that the massage establishment does or will employ or retain to perform massage therapy for

compensation, whether on-site or out-call, a copy of each massage therapists' current government issued identification card and a copy of either their CAMTC certificate or their ~~Certified~~ Massage Therapist ~~Certificate~~Permit;

8. Whether any license or permit has ever been issued to the Applicant by any jurisdiction under the provisions of any ordinance or statute governing massage or somatic practice, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal or denial;

9. Whether the Applicant or any other owner(s), employee(s) or intended employee(s), has within the five (5) years immediately preceding the date of application been convicted in any state of any felony;

10. Whether the Applicant or any other owner(s), employee(s) or intended employee(s), is currently required to register under the provisions of Section 290 of the California Penal Code;

11. The Applicant's business, occupation and employment history for five (5) years preceding the date of application, and the inclusive dates of same;

12. One (1) set of fingerprints and photographs of the Applicant and any other person interested in the ~~Certificate~~Permit, such as any other owner(s), in a form satisfactory to the Chief of Police, or his or her designee. At the time of the fingerprinting, the Applicant shall pay the Police Department the fingerprinting fee and the cost of obtaining criminal history information and conducting a background investigation. Fees are set forth in the City's fee schedule in amounts established by resolution of City Council and may be amended by Council from time to time.~~;~~ Any Applicant who is CAMTC certified shall not be subject to a background check or fingerprinting and shall be exempt from this subsection 5.24.090(A)(12);

13. A written statement that neither the Applicant nor any persons to be directly or indirectly interested in the ~~Certificate~~Permit, if granted, have knowingly made any false, misleading, or fraudulent statement of facts in the application for the ~~Certificate~~Permit or in any other document required by the City of Cloverdale;

14. Certification, under penalty of perjury, that neither the Applicant, nor any other owner(s), employee(s) or intended employee(s), have committed any disqualifying offenses as defined by Section 5.24.020(K);

15. Such other information as may be required by the Chief of Police, or his or her designee, or any other City Official to determine compliance with any other eligibility requirements for issuance of the ~~Certificate~~Permit as specified by Federal, State or local law.

B. Application Fee. An application for a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit shall be accompanied by a fee as established by the City's Master Fee Schedule.

C. Issuance. The Chief of Police, or his or her designee, shall grant a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit to an Applicant who has satisfied the requirements of this Section and all other applicable laws, including, but not limited to, the City's building, zoning and health regulations. The ~~Certified Massage Establishment Certificate~~Massage Establishment Permit shall be non-transferrable and cannot be sold.

D. Denial. The Chief of Police, or his or her designee, shall determine, based on the background investigation, fingerprints and the information submitted with the application, whether a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit shall be issued. If the Chief of Police, or his or her designee, determines that the Applicant is disqualified due to a disqualified offense, the Chief of Police, or his or her designee, shall inform the Applicant in writing and specify the reasons for the denial.

E. Notice of Denial-Appeal-Judicial Review. If an application for a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit is denied, the Chief of Police, or his or her designee, shall serve on the Applicant, in a manner that conforms to Section 1.14.020 (B) of this Code, a written notice of denial which shall specify the grounds for the denial.

1. Any Applicant aggrieved by the decision of the Chief of Police, or his or her designee, may appeal that decision to the City Manager, or his or her designee, by filing a notice of appeal within ten (10) days of being notified of the decision.

2. The City Manager, or his designee, shall schedule a hearing within thirty (30) days and provide written notice of the time, date and location of the hearing to the appellant. The hearing shall be conducted pursuant to Cloverdale Municipal Code 1.14.090. The City Manager, or his or her designee, shall render a decision within thirty (30) days of the conclusion of the hearing, unless the parties agree otherwise.

3. The written decision of the City Manager, or his or her designee may be appealed and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

F. Display of ~~Certificate~~Permit. Each holder of a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit shall display that ~~Certificate~~Permit in an open and conspicuous place on the premises visible from the main entry door and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed.

G. Term. A ~~Certified Massage Establishment Certificate~~Massage Establishment Permit issued pursuant to the terms of this Chapter shall be valid for a term of one (1) year from the date of issuance, and, unless suspended or revoked, must be renewed by the Applicant annually so long as the Applicant is operating within the City. A ~~Certified Massage~~

~~Establishment Certificate~~Massage Establishment Permit may not be renewed or amended by the Applicant unless and until all due and unpaid citations issued to the owner, operator, manager or any employee of the establishment, pursuant to this Chapter, are paid in full. Citations shall not be deemed to be due and unpaid until the thirty (30)-day period for appeal of the citation has passed.

H. Amendments. Whenever the information provided in the application for a ~~Certified~~ Massage Establishment ~~Certificate~~Permit on file with the City changes, for example by a change in employees, the Applicant shall, within ten (10) business days after such change, file with the Chief of Police, or his or her designee, an application for amendment to the ~~Certified Massage Establishment Certificate~~Massage Establishment Permit to reflect such change. An application for an amendment to a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit shall be accompanied by a fee as established by the City's Master Fee Schedule. It shall be unlawful and a violation of this Chapter for any owner or manager to allow any person to perform massage therapy for compensation unless and until an amended ~~Certified Massage Establishment Certificate~~Massage Establishment Permit has been issued by the Chief of Police, or his or her designee.

I. Grounds for Suspension or Revocation. For the purpose of enforcing the requirements of this Chapter, the massage establishment owner, operator and/or manager shall be responsible for the conduct of all massage establishment employees, agents, independent contractors or other representatives while such persons are on the premises of the massage establishment or providing outcall massage services on behalf of the massage establishment.

1. In addition to any other remedy available to the City, any ~~Certified Massage Establishment Certificate~~Massage Establishment Permit issued pursuant to this Chapter may be suspended or revoked by the Chief of Police, or his or her designee, after a hearing, where it is found by a preponderance of the evidence, that one (1) or more of the following have occurred on even a single occasion:

a. The ~~Certificate~~Permit holder, or any person employed or retained by the massage establishment, has been found to have violated any provision of this Chapter; or

b. The ~~Certificate~~Permit holder, or any person employed or retained by the massage establishment has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of a provision or provisions of this Chapter or the Massage Therapy Act or some other State or Federal law, including any of the following violation(s) of Penal Code sections 243.4, 261, 266a through 266j, inclusive, 267, 288, 314 to 316 inclusive, 318, 647a, 647b,647d, 647i, 647j, any offenses requiring registration under Penal Code section 290 or Health and Safety Code section 11590; any felony offense involving the possession for sale, sale, transportation, furnishing or giving away of a controlled substance specified in Health and Safety Code sections 11054 to 11058, inclusive, as amended; any offense in another state which if committed in California, would have been punishable as one or more of the offenses mentioned here, any offense involving the use of force or violence upon the person of another, or any offense involving the use of force or violence upon the person of another, or any offense involving theft, embezzlement or moral turpitude; or

c. The ~~Certificate~~Permit holder, or any person employed or retained by the massage establishment, has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this Municipal Code, or Section 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California; or

d. The ~~Certificate~~Permit holder, or any person employed or retained by the massage establishment, has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment; or

e. A ~~Certified Massage Establishment Certificate~~Massage Establishment Permit was obtained with fraudulent or deceitful information; or

f. The ~~Certificate~~Permit holder has continued to operate or conduct massages after the ~~Certified Massage Establishment Certificate~~Massage Establishment Permit was suspended; or

g. Massage treatments are or have been performed on the premises of the massage establishment, with or without the ~~Certificate~~Permit holder's actual knowledge, by any person who does not possess a CAMTC certificate or a ~~Certified~~ Massage Therapist~~s Certificate~~Permit; or

h. The massage establishment is not being maintained in compliance with the provisions of this Chapter, the Massage Therapy Act (Business & Professions Code Sections 4600-4621, any other provision of the Cloverdale Municipal Code or any other local, State or Federal law and the ~~Certificate~~Permit holder has failed to promptly remedy any deficiency for which they have received notice; or

i. There have been one (1) or more acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 taking place on the premises of the massage establishment, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the ~~Certificate~~Permit Holder.

j. The ~~Certificate~~Permit holder has committed a disqualifying offense pursuant to Section 5.24.020(K).

2. Upon revocation of a ~~Certified Massage Establishment Certificate~~Massage Establishment Permit, the ~~Certificate~~Permit holder shall ensure that the massage establishment immediately ceases any operation or business related to massage.

J. Process of Suspension or Revocation.

1. The Chief of Police, or his or her designee, before revoking or suspending any ~~Certified Massage Establishment Certificate~~Massage Establishment Permit, shall serve the ~~Certificate~~Permit holder and/or the massage establishment owner(s), operator(s) and/or

manager(s) with written Notice of Revocation or Suspension in a manner that conforms to Section 1.14.020(B) of this Code and a date for the hearing on the matter. The Notice shall state the basis for the potential revocation or suspension and the date and time for the hearing.

2. The hearing shall be conducted by the Chief of Police, or his or her designee, and shall be an informal proceeding. The Chief of Police, or his or her designee, shall consider the facts and evidence and shall make a determination, based upon a preponderance of the evidence, whether the ~~Certified Massage Establishment Certificate~~Massage Establishment Permit should be revoked or suspended.

3. The Chief of Police, or his or her designee, shall serve the ~~Certificate~~Permit holder and/or the massage establishment owner(s), operator(s) and/or manager(s) with written Notice of Revocation or Suspension in the manner set forth in Section 1.14.090 of this Code. The Notice shall state the grounds for revocation or suspension.

4. Any ~~Certificate~~Permit holder aggrieved by the decision of the Chief of Police, or his or her designee, may appeal that decision to the City Manager, or his or her designee, by filing a notice of appeal within ten (10) days of being notified of the decision.

5. The City Manager, or his or her designee, shall schedule a hearing within thirty (30) days and provide written notice of the time, date and location of the hearing to the appellant. The hearing shall be conducted pursuant to Cloverdale Municipal Code 1.14.090 and 1.14.100. The City Manager, or his or her designee, shall render a decision within thirty (30) days of the conclusion of the hearing, unless the parties agree otherwise.

6. The written decision of the City Manager, or his or her designee may be appealed and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

5.24.100. ~~Certified~~ Massage Therapist ~~Certificate~~Permit – Required for Massage Therapists.

A. Valid ~~Certificate~~Permit Required. It is unlawful and a violation of this Chapter for any person, who is not CAMTC certified, to perform or engage in the practice of massage therapy in the City of Cloverdale without a valid, unsuspended, unrevoked, ~~Certified Massage Therapy Certificate~~Massage Therapist Permit.

B. ~~Certificate~~Permit Not Issued if Disqualifying Offenses Committed. A ~~Certified Massage Therapy Certificate~~Massage Therapist Permit shall not be issued to any massage therapist where the Applicant has committed a disqualifying offense as defined in Section 5.24.020(K).

C. Any massage therapist who possesses a CAMTC certificate shall be exempt from the requirements of this Section.

5.24.110. ~~Certified~~ Massage Therapist ~~Certificate~~Permit-Minimum Educational Requirements.

A. Massage therapist Applicants must provide the Chief of Police, or his or her designee, with evidence that they possess at least two (2) of the following minimum qualifications before a ~~Certified Massage Therapy Certificate~~Massage Therapist Permit may be issued:

1. An original copy of a diploma, certificate or academic transcript that demonstrates completion of three hundred (300) hours of in-class instruction from a recognized school; or

2. Satisfactory passage of the Board Certification Examination, or its equivalent, offered by the National Certification Board for Therapeutic Massage & Bodywork ~~National Certification Exam for Therapeutic Massage or Bodywork~~; or

3. Membership in good standing in a national professional massage organization or association that requires its members to have the following:

a. Substantiation of at least one hundred (100) hours of massage training or education;

b. Possession of practitioner's liability insurance coverage in the minimum amount of one million dollars ($1,000,000) per event;

c. Adherence to a code of ethics; and

d. Renewal of membership at a minimum of once every two (2) years; or

4. The Applicant has a long-standing (over twenty (20) years) history of conducting massages in the City without any complaints or Municipal Code violations.

5.24.120. ~~Certified~~ Massage Therapist ~~Certificate~~Permit ~~Application~~ - Requirements, Denial, Suspension and Revocation and Due Process.

A. Application. Any Applicant wishing to obtain a ~~Certified~~ Massage Therapist ~~Certificate~~Permit, shall personally appear at the Police Department and file an application on a form provided by the Chief of Police, or his or her designee. The application shall include the following information:

1. If the Applicant is a U.S. citizen, his or her social security number, driver's license number, birth certificate, address and telephone number;

2. If the Applicant is not a U.S. citizen, his or her original Immigration and Naturalization Service documents, to be verified by the Chief of Police, or his or her designee;

3. The name, address and telephone number, of the massage establishment where the Applicant intends to be employed or if the Applicant is a sole-proprietorship or the owner of a business then, the name, address and telephone number of that business;

4. The form of business under which the Applicant will be conducting the massage, *i.e.*, solo practitioner, corporation, general or limited partnership, limited liability company, or other form. If the Applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than ten percent (10%) of the stock of the corporation. If the Applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one (1) or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the Applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one (1) or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate Applicant shall apply, as applicable;

5. The name and address of the owner of the real property upon, in, or from which the massage establishment is to be operated. In the event the Applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the Applicant and the property owner authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in, or from the property owner's property;

6. A description of the types of massage and services that the massage therapist is qualified to offer;

7. The name, address, telephone number of places of residence and employment of the Applicant for the last five (5) years;

8. Whether any license or permit has ever been issued to the Applicant by any jurisdiction under the provisions of any ordinance or statute governing massage or somatic practice, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn, or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial;

9. Whether the Applicant has, within the five (5) years immediately preceding the date of application, been convicted in any state of any felony;

10. Whether the Applicant is currently required to register under the provisions of Section 290 of the California Penal Code;

11. One (1) set of fingerprints and photographs for each Applicant in a form satisfactory to the Chief of Police, or his or her designee. At the time of the fingerprinting, the Applicant shall pay the Police Department a fingerprinting fee and the cost of obtaining criminal history information and conducting a background investigation. Fees are set forth in the City's fee schedule in amounts established by resolution of City Council and may be amended by Council from time to time;

12. A written statement that neither the Applicant nor any persons to be directly or indirectly interested in the permit, if granted, have knowingly made any false, misleading, or fraudulent statement of facts in the application for the permit or in any other document required by the City of Cloverdale;

13. Certification, under penalty of perjury, that the Applicant has not committed any disqualifying offenses as defined by Section 5.24.020(K);

14. Such other information as may be required by the Chief of Police, or his or her designee, or any other City Official to determine compliance with any other eligibility requirements for issuance of the ~~Certificate~~Permit as specified by Federal, State, or local law. The Chief of Police, or his or her designee, may waive any of the requirements of this section;

15. Any original documents demonstrating the fulfillment of the minimum educational requirements for massage therapists that are not CAMTC certified, as set forth in Section 5.24.110.

B. Home Occupation Massage Therapist. An Application by a person conducting, performing, engaging in or giving massages at their residence is deemed a home occupation massage therapist and must indicate in the Application for a ~~Certified~~ Massage Therapist ~~Certificate~~Permit such an intent to operate as such.

C. Application Fee. An application for a ~~Certified~~ Massage Therapist ~~Certificate~~Permit shall be accompanied by a fee as established by the City's Master Fee Schedule.

D. Issuance. The Chief of Police, or his or her designee, shall grant a ~~Certified~~ Massage Therapist ~~Certificate~~Permit to an Applicant who has satisfied the requirements of this Section and all other applicable laws, including, but not limited to, the City's building, zoning, and health regulations. The ~~Certified~~ Massage Therapist ~~Certificate~~Permit shall be non-transferrable and cannot be sold.

E. Denial. The Chief of Police, or his or her designee, shall determine, based on the background investigation, fingerprints and the information submitted with the application, whether a ~~Certified~~ Massage Therapist ~~Certificate~~Permit shall be issued. If the Chief of Police, or his or her designee, determines that the Applicant is disqualified due to a disqualified offense. The Chief of Police, or his or her designee, shall inform the Applicant in writing and specify the reasons for the denial.

F. Notice of Denial-Appeal-Judicial Review. If an application for a ~~Certified~~ Massage Therapist ~~Certificate~~Permit is denied, the Chief of Police, or his or her designee, shall serve on the Applicant, in a manner that conforms to Section 1.14.020(B) of this Code, a written notice of denial which shall specify the grounds for the denial.

1. Any Applicant aggrieved by the decision of the Chief of Police, or his or her designee, may appeal that decision to the City Manager, or his or her designee, by filing a notice of appeal within ten (10) days of being notified of the decision.

2. The City Manager, or his or her designee, shall schedule a hearing within thirty (30) days and provide written notice of the time, date and location of the hearing to the appellant. The hearing shall be conducted pursuant to Cloverdale Municipal Code 1.14.090. The City Manager, or his or her designee, shall render a decision within thirty (30) days of the conclusion of the hearing, unless the parties agree otherwise.

3. The written decision of the City Manager, or his or her designee may be appealed and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

G. Display of ~~Certificate~~Permit. Each holder of a ~~Certified~~ Massage Therapist ~~Certificate~~Permit shall display that ~~Certificate~~Permit in an open and conspicuous place on the premises visible from the main entry door and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed.

H. Term. A ~~Certified~~ Massage Therapist ~~Certificate~~Permit issued pursuant to the terms of this Chapter shall be valid for a term of one (1) year from the date of issuance, and, unless suspended or revoked, must be renewed by the Applicant annually so long as the Applicant is operating within the City. A ~~Certified~~ Massage Therapist ~~Certificate~~Permit may not be renewed or amended by the Applicant unless and until all due and unpaid citations issued to the owner, operator, manager or any employee of the establishment, pursuant to this Chapter, are paid in full. Citations shall not be deemed to be due and unpaid until the thirty (30)-day period for appeal of the citation has passed.

I. Amendments. Whenever the information provided in the application for a ~~Certified~~ Massage Therapist ~~Certificate~~Permit on file with the City changes, for example by a change in address or telephone number, the Applicant shall, within ten (10) business days after such change, file with the Chief of Police, or his or her designee, an application for amendment to the ~~Certified~~ Massage Therapist ~~Certificate~~Permit to reflect such change. An application for an amendment to a ~~Certified~~ Massage Therapist ~~Certificate~~Permit shall be accompanied by a fee as established by the City's Master Fee Schedule. It shall be unlawful and a violation of this Chapter for any owner or manager to allow any person to perform massage therapy for compensation unless and until an amended ~~Certified~~ Massage Therapist ~~Certificate~~Permit has been issued by the Chief of Police, or his or her designee. A ~~Certified~~ Massage Therapist ~~Certificate~~Permit may not be renewed or amended by the Applicant unless and until due and unpaid citations issued to the operator pursuant to this Chapter are paid in full. Citations shall

not be deemed to be due and unpaid until the thirty (30)-day period for appeal of the citation has passed.

J. Grounds for Suspension or Revocation.

1. In addition to any other remedy available to the City, any ~~Certified~~ Massage Therapist ~~Certificate~~Permit, issued pursuant to this Chapter, may be suspended or revoked by the Chief of Police, or his or her designee, after a hearing, where it is found by a preponderance of the evidence, that one (1) or more of the following have occurred on even a single occasion:

a. The ~~Certificate~~Permit holder, or any person employed or retained by the ~~Certificate~~Permit holder, has been found to have violated any provision of this Chapter; or

b. The ~~Certificate~~Permit holder, or any person employed or retained by the ~~Certificate~~Permit holder has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of a provision or provisions of this Chapter or the Massage Therapy Act or some other state or federal law, including any of the following violation(s) of Penal Code sections 243.4, 261, 266a through 266j, inclusive, 267, 288, 314 to 316 inclusive, 318, 647a, 647b,647d, 647i, 647j, any offenses requiring registration under Penal Code section 290 or Health and Safety Code section 11590; any felony offense involving the possession for sale, sale, transportation, furnishing, or giving away of a controlled substance specified in Health and Safety Code sections 11054 to 11058, inclusive, as amended; any offense in another state which if committed in California, would have been punishable as one or more of the offenses mentioned here, any offense involving the use of force or violence upon the person of another, or any offense involving the use of force or violence upon the person of another, or any offense involving theft, embezzlement, or moral turpitude; or

c. The ~~Certificate~~Permit holder, or any person employed or retained by the ~~Certificate~~Permit holder, has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this Municipal Code, or Section 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California; or

d. The ~~Certificate~~Permit holder, or any person employed or retained by the ~~Certificate~~Permit holder, has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment; or

e. A ~~Certified~~ Massage Therapist ~~Certificate~~Permit was obtained with fraudulent or deceitful information; or

f. The ~~Certificate~~Permit holder has continued to operate or conduct massages after the ~~Certified~~ Massage Therapist ~~Certificate~~Permit was suspended; or

g. Massage treatments are or have been performed, by any person who does not possess a CAMTC certificate or a ~~Certified~~ Massage Therapist~~s~~ ~~Certificate~~Permit; or

h. The ~~Certificate~~Permit holder is not complying with the provisions of this Chapter, the Massage Therapy Act (Business & Professions Code Sections 4600-4621, any other provision of the Cloverdale Municipal Code or any other local, state or federal law and the ~~Certificate~~Permit holder has failed to promptly remedy any deficiency for which they have received notice; or

i. There have been one (1) or more acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 taking place on the premises of the massage establishment, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the ~~Certificate~~Permit ~~H~~holder.

j. The ~~Certificate~~Permit holder has committed a disqualifying offense pursuant to Section 5.24.020(K).

2. Upon revocation of a ~~Certified~~ Massage Therapist ~~Certificate~~Permit, the ~~Certificate~~Permit holder shall ensure that he or she immediately ceases any performance or engagement in massage therapy.

K. Process of Suspension or Revocation.

1. The Chief of Police, or his or her designee, before revoking or suspending any ~~Certified~~ Massage Therapist ~~Certificate~~Permit, shall serve the ~~Certificate~~Permit holder and/or the massage establishment owner(s), operator(s) and/or manager(s) with written Notice of Revocation or Suspension in a manner that conforms to Section 1.14.020(B) of this Code and a date for the hearing on the matter. The Notice shall state the basis for the potential revocation or suspension and the date and time for the hearing.

2. The hearing shall be conducted by the Chief of Police, or his or her designee, and shall be an informal proceeding. The Chief of Police, or his or her designee, shall consider the facts and evidence and shall make a determination, based upon a preponderance of the evidence, whether the ~~Certified~~ Massage Therapist ~~Certificate~~Permit should be revoked or suspended.

3. The Chief of Police, or his or her designee, shall serve the ~~Certificate~~Permit holder and/or the massage establishment owner(s), operator(s) and/or manager(s) with written Notice of Revocation or Suspension in the manner set forth in Section 1.14.090 of this Code. The Notice shall state the grounds for revocation or suspension.

4. Any ~~Certificate~~Permit holder aggrieved by the decision of the Chief of Police, or his or her designee, may appeal that decision to the City Manager, or his or her designee, by filing a notice of appeal within ten (10) days of being notified of the decision.

5. The City Manager, or his or her designee, shall schedule a hearing within thirty (30) days and provide written notice of the time, date and location of the hearing to the appellant. The hearing shall be conducted pursuant to Cloverdale Municipal Code 1.14.090 and 1.14.100. The City Manager, or his or her designee, shall render a decision within thirty (30) days of the conclusion of the hearing, unless the parties agree otherwise.

6. The written decision of the City Manager, or his or her designee, may be appealed and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

5.24.130. Out-call Massage and On-Site Massage Restrictions.

A. No person or massage business shall perform either on-site massage or out-call massage for compensation without possessing either a CAMTC certificate or a ~~Certified~~ Massage Therapist or Establishment ~~Certificate~~Permit in conjunction with a valid City Business License and any other City permits that may be necessary.

~~B. Out-call massage shall not be performed unless authorized in writing by a physician, surgeon, chiropractor or osteopath duly licensed to practice in the State of California.~~

B~~C~~. Out-call massage and on-site massage shall only be conducted between the hours of 7:00 a.m. and 10:00 p.m.

C~~D~~. Out-call massage or on-site massage shall not be conducted in a hotel/motel room or any other similar location used primarily for transitory habitation purposes.

5.24.140. Health and Safety Requirements for All Massages.

Except as otherwise specifically provided in this Chapter, all massage business owners, operators, employees, sole proprietors, independent contractors, home occupation massage therapists, and any person performing massage within the City shall comply with all of the following health and safety requirements. The Chief of Police, or his or her designee, may waive any of the requirements of this section if the Chief of Police, or his or her designee, determines that such a waiver will have no impact on public safety or neighborhood quality of life ~~or if~~. The Chief of Police, or his or her designee, will also take into consideration whether compliance with the requirements of this Section would place an undue financial burden on or would be physically infeasible.

A. The massage establishment and massage therapists shall at all times be equipped with an adequate supply of clean sanitary towels, non-disposable coverings, and linens, and all massage tables shall be covered with a clean sheet or other clean covering for each patron. After a towel, covering, or linen has been used once, it shall be deposited in a closed receptacle and not used again until properly laundered and sanitized. Towels, non-disposable coverings, and linens shall be laundered either by regular commercial laundering, or by a noncommercial laundering process that includes immersion in water at least one hundred forty (140) degrees Fahrenheit for not less than fifteen (15) minutes during the washing or rinsing operation. Clean towels,

coverings, and linens shall be stored in closed, clean cabinets when not in use. Towels, non-disposable coverings, and linens shall not be used on more than one (1) client, unless they have first been laundered and disinfected. Disposable towels and disposable coverings shall not be used on more than one (1) client. Soiled linens and paper towels shall deposited in separate receptacles.

B. In a massage establishment, all massage therapy rooms or cubicles, wet and dry heat rooms, toilet rooms, steam or vapor rooms or cabinets, shower compartments, bathrooms, hot tubs, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed, and at least once each business day when the premises have been or will be open and such facilities in use, with a hospital-grade disinfectant. All bathtubs shall be thoroughly cleaned and disinfected after each use, with a hospital-grade disinfectant. All walls, ceilings, floors and other physical facilities for the establishment shall be in good repair and maintained in a clean and sanitary condition.

C. All equipment used for massage shall be maintained in a clean and sanitary condition. Instruments utilized in performing massage techniques shall not be used on more than one (1) client unless they have been sterilized, using standard sterilization methods.

D. All liquids, creams or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.

E. No invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to:

1. Application of electricity that contracts the muscle;

2. Penetration of the skin by metal needles;

3. Removal of skin by means of any razor-edged instrument or other device or tool; and

4. Other similar procedures.

F. All bathrobes, bathing suits, and/or other garments that are provided for the use of patrons shall be fully disposable and not used by more than one (1) patron, or shall be laundered after each use pursuant to subsection (C) of this Section.

G. All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

H. No patrons shall be allowed to use any shower facilities unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons either shall be fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

I. No massage shall be given unless the client's genitalia and female breasts are, at all times, fully covered. Genitalia shall include the genitals, anus, and perineum of any person. The patron's genitals, pubic area, anus, and areola must be fully draped at all times while any individual employed or retained by the massage establishment to practice massage for compensation, or any other employee or operator of the massage establishment, is in the massage therapy room or cubicle with the patron. No massage therapy shall be provided for sexual gratification by intentional contact, or occasional and repetitive contact, with the genitals, pubic area, anus, or areola of a patron, either covered or uncovered.

J. No massage establishment shall have any alcohol for consumption or illegal controlled substance on the premises at any time except for those massage establishments who obtain authorization from the Chief of Police, or his or her designee, and any necessary licenses from the State of California that may be necessary to provide minimal quantities of alcohol to a client as a part of the establishment's services for specific occasions throughout the year such as Mother's Day, Easter, etc.

K. No massage shall be given by any massage therapist who is consuming, or under the influence of, any alcoholic beverage or illegal controlled substance.

L. The following attire and physical hygiene requirements shall be applicable to all employees and any other persons who work permanently or temporarily on the premises, of a massage establishment within the City, including, but not limited to, all persons who are employed or retained to practice massage for the massage establishment and any person performing massage:

1. No person shall dress in:

a. attire that is transparent, see-through, or substantially exposes the person's undergarments;

b. swim attire, if not providing a water-based massage modality approved by the California Massage Therapy Council;

c. a manner that exposes the person's breasts, buttocks, or genitals; and

d. a manner that constitutes a violation of Section 314 of the California Penal Code.

2. No massage establishment operator, employee, or visitor shall, while on the premises of a massage establishment or while performing any outcall massage service, and

while in the presence of any patron, customer, employee or visitor, expose his or her genitals, buttocks or chest.

M. All massage therapists shall thoroughly wash their hands with soap and water or any equally effective cleansing agent immediately before providing massage therapy to a patron. No massage therapy shall be provided upon a surface of the skin or scalp of a patron where such skin is inflamed, broken (e.g., abraded or cut), or where a skin infection or eruption is present.

N. No massage therapist or massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising material that depicts any portion of the human body that would reasonably suggest to prospective customers that services prohibited by this Chapter are available. nor shall any massage therapist or massage establishment employ language in any advertising text or business name that would reasonably suggest to a prospective client that any service is available that is prohibited under this Chapter.

O. A massage therapist shall not violate the provisions of Sections 647(a) (soliciting to engage in lewd or dissolute conduct in a public place) and 647 (b) (soliciting to engage in or engaging in any act of prostitution) of the California Penal Code, or any other State law involving a crime of moral turpitude, and such practices shall not be allowed or permitted by the massage business.

5.24.150. Operating Requirements for Massage.

Except as otherwise specifically provided, the following operational requirements shall be applicable to all massage establishments located within the City. The Chief of Police, or his or her designee, may waive any of the requirements of this section if the Chief of Police, or his designee, determines that such a waiver will have no impact on public safety or neighborhood quality of life ~~or if~~. The Chief of Police, or is or her designee, will also take into consideration whether compliance with the requirements of this ~~section~~Section would place an undue financial burden on or would be physically infeasible.

A. The CAMTC certificate or the ~~Certified~~ Massage Therapist ~~Certificate~~Permit shall be displayed in the reception area or in the area where massage is to be performed for all massage therapists performing or engaging in massage for the massage establishment or anyone performing or engaging in massage as an out-call, or a home occupation massage therapist. CAMTC certificates or the ~~Certified~~ Massage Therapist ~~Certificate~~Permit of former employees, independent contractors, volunteers shall be removed as soon as those massage therapists are no longer performing massage at a massage establishment. No owner, operator or manager of a massage establishment shall allow or permit a person to administer massage for such establishment unless the practitioner possesses a valid CAMTC certificate or a ~~Certified~~ Massage Therapist ~~Certificate~~Permit.

B. Massage performed at a massage establishment shall only be performed between the hours of 7:00 a.m. and 10:00 p.m.. No massage business shall be open and no massage shall be provided between 10:00 p.m. and 7:00 a.m. A massage commenced prior to 10:00 p.m. shall terminate prior to 10:00 pm. and all clients shall exit the massage establishment prior to 10:00

pm. The hours of operation of the massage establishment shall be displayed in a conspicuous, public, place in the reception and waiting area and in any front window clearly visible from outside of the massage establishment.

C. Patrons and visitors shall be permitted in the massage establishment only during the hours of operation.

D. During the hours of operation, patrons shall be permitted in massage therapy rooms only if at least one (1) duly authorized ~~certified~~ massage therapist is present on the premises of the massage establishment.

E. During the hours of operation, visitors shall not be permitted in massage therapy rooms of massage establishments except as follows:

1. ~~the~~ The parents or guardian of a patron who is a minor child may be present in the massage therapy room with that minor child;

2. ~~the~~ The minor child of a patron may be present in the massage therapy room with the patron when necessary for the supervision of the child; or

3. ~~the~~ The conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the massage therapy room with that elderly or disabled person.

F. During the hours of operation, except as otherwise provided herein, no visitors shall be permitted in massage therapy rooms, dressing rooms, showers, or any other room or part of the massage establishment premises other than the reception and waiting area or the restrooms.

G. Except for a patron who is inside a massage therapy room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time who are less than fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing or similar intimate apparel.

H. A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises, such as the reception area within the massage establishment, or provided to patrons before services are rendered as an out-call massage therapist or a home occupation massage therapist. The services shall be described in English and may also be described in such other languages as may be convenient. Outcall service providers shall provide such a list to clients in advance of performing any service. No massage establishment operator, owner, or manager shall permit, and no massage therapist shall offer to perform any service other than those posted or listed, as required herein, nor shall an owner, manager, or operator nor a massage therapist offer or charge a fee for any service other than those on the list of available services posted in the reception area or provided to the client in advance of any services.

I. One (1) main entry door shall be provided for patron entry to the massage establishment, which shall open to an interior patron reception and waiting area immediately. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the main entry door. Unless the massage establishment is a sole proprietorship, the main entry door shall be unlocked at all times during business hours.

J. No massage establishment located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

K. All interior doors of a massage establishment, including massage therapy rooms or cubicles, but excluding individual dressing rooms and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures, or accordion-pleated closures in lieu of doors are acceptable on all inner massage therapy rooms or cubicles.

L. Minimum lighting equivalent to at least one (1) 40-watt light shall be provided in any area, cubicle, or room where massage is to be performed.

M. A massage table shall be used for all massage therapy, with the exception of "Thai," "Shiatsu," and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs or similar style of garment. Massage tables shall have a minimum height of eighteen (18) inches.

N. Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment, shall be used for residential or sleeping purposes.

O. All locker facilities that may be provided to patrons at a massage establishment shall be fully secured for the protection of the patrons' valuables, and each patron shall be given control of the key or other means of access.

P. The massage establishment shall meet and be maintained in a condition to comply with all applicable building standards and fire code requirements (as adopted by Title 15 of this Code), including, but not limited to, those related to the safety of structures, adequacy of the plumbing, lighting, heating, ventilation, waterproofing of rooms in which showers, water or steam baths are used, and the health and cleanliness of the facility.

Q. Clients of the massage establishment shall be furnished with a private dressing room. Dressing rooms need not be separate from the room in which the massage is being performed.

R. Toilet facilities shall be provided in convenient locations within the massage establishment and shall consist of at least one (1) unisex toilet with lavatories or wash basins provided with soap and both hot and cold running water either in the toilet room or vestibule.

S. A minimum of one (1) wash basin shall be available at all times for massage therapists performing massage. The basin shall be located within or as close as practicable to the area devoted to performing of massage services. Soap and sanitary towels shall also be available at each basin.

T. All records of employees, independent contractors, volunteers who have performed massage for a massage establishment shall be retained for a period of two (2) years and shall be made available to any City Inspector upon request.

U. Massage therapists shall be fully clothed at all times. Clothing shall be of a fully opaque, non-transparent material and said garments shall not expose their genitals, pubic areas, buttocks or breasts.

V. Every massage business, including home occupation massage therapists, shall keep a written or electronic record of the date and hour of each treatment administered, the name and address of each patron, the name of the massage therapist administering treatment, and the type of treatment administered. Such written or electronic record shall be available for inspection by the City inspector. Such records shall be kept for a period of two (2) years and shall be open to inspection by the City.

W. No massage establishment shall simultaneously operate as a school of massage or share facilities with a school of massage.

X. No massage establishment shall allow any person to reside within the massage establishment or in any attached structures owned, leased or controlled by the massage establishment owners. This section does not apply to those businesses that have been properly permitted as a home occupation.

Y. All massage establishments must comply with all State and Federal laws and regulations pertaining to disabled clients.

Z. All massage establishments must comply with the City's Sign Ordinance pursuant to Title 18, Chapter 12 of the Cloverdale Municipal Code.

5.24.130. Inspection of Massage Establishment by Officials.

A. The investigating and enforcing officials of the City, including but not limited to, the Chief of Police, or his or her designees, Chief Building Official, or his or her designees, the Chief of the Fire Department, or his or her designee, shall have the right to enter the massage establishment premises, from time to time, during regular business hours, without a search or inspection warrant, for the purpose of making reasonable inspections to observe and enforce compliance with applicable laws, statutes and regulations, and with the provisions of this

Chapter. The Chief Building Official and/or the Chief of the Fire Department may charge a fee for any safety inspections, which shall be established by Council.

B. The violator shall take immediate action to correct each violation noted by the City inspector. A re-inspection will be performed within thirty (30) days, or sooner as determined by the City official, to ensure that each violation noted by the City inspector has been corrected.

5.24.160. Exchange of Information.

The City may, from time to time, request information from CAMTC pertaining to any person who possesses a CAMTC certificate and who is engaging in the practice of massage in the City. The requested information may include, but need not be limited to, the current status of a person's CAMTC certificate, any history of disciplinary action(s) taken against the person, the home and work addresses of the CAMTC certificate holder and any other information that may be necessary to verify fact relevant to administering the provisions of this Chapter.

5.24.170. Nuisance.

Any massage business or establishment operated, conducted or maintained contrary to the provisions of this Chapter shall be unlawful and a public nuisance, and the City Attorney may, in the exercise of his or her discretion, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinment thereof, in any manner provided by ~~law, and shall take such other steps and shall apply to such court(s) as may have jurisdiction to grant such relief as will abate or remove such businesses and restrain and enjoin any person from operating, conducting or maintaining a massage establishment or business contrary to the provisions of this Chapter.~~the Cloverdale Municipal Code and by law. All remedies provided for in this Chapter are cumulative.

5.24.180. Prosecutorial Discretion.

Pursuant to the City Attorney's prosecutorial discretion, the City may enforce violations of this Chapter as criminal, civil and/or administrative violations utilizing administrative remedies. All remedies provided for in this Chapter are cumulative.

5.24.190. Criminal Prosecution.

A violation of any of the provisions or failing to comply with any of the mandatory requirements of this Chapter shall constitute a misdemeanor and at the discretion of the City Attorney, a violation of any provision of this Chapter may be prosecuted in a criminal court. Any violation of this Chapter prosecuted as a misdemeanor shall be punishable by a fine of not more than one thousand dollars ($1,000.00), per violation or by imprisonment in the County Jail for a period of not more than six (6) months, or by both fine and imprisonment. All remedies provided for in this Chapter are cumulative.

5.24.200. Administrative Fines.

A violation of any of the provisions or failing to comply with any of the mandatory requirements of this Chapter, may result in the issuance of an administrative citation and the City may, at its discretion, seek an administrative fine of up to one thousand dollars ($1,000.00).

A. Each violation of any provision of this Chapter shall constitute a separate and distinct violation for each and every day during which any violation of any provision of this Chapter is committed, continued or permitted by such person.

B. Notice of the assessed fine shall be served by certified mail with the legal violation and supporting facts in accordance with Section 1.14.020 of the Cloverdale Municipal Code. The notice shall contain an advisement of the right to file an appeal and the process for contesting the imposition of the fine with the City. The appeal process and timeline shall follow those procedures and timelines set forth in Section 1.14.020 through 1.14.140 of the Municipal Code.

C. If an appeal is not filed and the fine is not paid within thirty (30) days from the date of the notice of fine or a notice of determination from the Hearing Officer, the fine may be referred to a collection agency within or external of the City.

D. Any outstanding amounts owed to the City may be recovered through a lien against any real property owned by the offending party or a personal obligation lien against the offending party.

5.24.210. Applicability of Other Ordinances.

Nothing contained in this Chapter shall be construed to exempt any person from complying with the provisions of any other applicable ordinance, rule, or regulation, or to exempt a massage establishment or massage therapist from the provisions of any zoning, licensing or other building ordinance, rule or regulation.

5.24.220. Unlawful Business Practices May Be Enjoined.

Any massage establishment or business operated, conducted, or maintained contrary to the provisions of this Chapter shall constitute an unlawful business practice pursuant to Business & Professions Code section 17200 et seq., and the City Attorney and/or District Attorney may, in the exercise of discretion, in addition to or in lieu of taking any other action permitted by this Chapter, commence an action or actions, proceeding or proceedings in an appropriate court of jurisdiction, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including but not limited to fines, attorneys' fees and costs."

SECTION 3. California Environmental Quality Act ("CEQA"). This Ordinance is exempt from the California Environmental Quality Act pursuant to the State CEQA Guidelines and does not constitute the approval of a "project" under CEQA, pursuant to section 15060(c)(2) and (3), 15061(b)(3), 15262, and 15378 of the State CEQA Guidelines. Specifically, it can be

seen with certainty that there is no possibility that this Ordinance, containing amendments to the registration, inspection and revocation processes for permits for massage establishments and massage therapists, or its implementation, would have a significant effect on the environment and is covered by the general rule, pursuant to 14 Cal. Code Regulations Section 15061(b)(3).

SECTION 4. No Mandatory Duty of Care. This Ordinance is not intended to, and shall not be construed or given effect in a manner that imposes upon the City or any officer, agent, employee or volunteer, thereof a mandatory duty of care towards persons and property, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have passed the ordinance codified in this Chapter, and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of this Chapter would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. This ~~ordinance~~Ordinance shall ~~go into effect~~be and the same is hereby declared to be in full force and ~~operation~~effect from and after thirty (30) days after the date of its ~~final~~ passage and ~~adoption.~~

~~**SECTION 7. Publication.**~~

~~A summary of this Ordinance~~ shall be published ~~and a certified copy of the full text of this Ordinance shall be posted in the office of~~once before the ~~City Clerk at least ten (10) days prior to the Council meeting at which it is adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage, and the summary of this Ordinance shall be published within~~ expiration of fifteen (15) days after ~~the adoption, together~~ said passage, with the names of the ~~Councilmembers~~Council Members voting for or against the same, in ~~the Cloverdale Reveille,~~ a newspaper of general circulation published ~~and circulated~~ in the ~~City of Cloverdale,~~ County of Sonoma, State of California. ~~Within fifteen (15) days after adoption, the City Clerk shall also post in the office of the City Clerk, a certified copy of the full text of this Ordinance along with the names of those Councilmembers voting for and against the Ordinance.~~

~~The foregoing Ordinance was introduced~~
I hereby certify that the foregoing is a true and complete copy of an ordinance duly and regularly adopted by the City at a regular meeting ~~of the Council of the City of Cloverdale~~thereof held on ~~the _____, by Councilmember, who moved its introduction and passage to print, which motion being duly seconded by Councilmember _____, was upon roll call carried and ordered printed and published~~_____, 2016, by the following vote:

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2016 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT: ~~AYES: Councilmembers:~~

~~NOES: Councilmembers:~~

~~ABSENT: Councilmembers:~~

~~APPROVED:~~

~~MAYOR~~

APPROVED: ATTEST:

MaryAnn Brigham, Mayor Paul Cayler, City Clerk

2618332.3~~2618332.2~~

Cloverdale City Council
124 N. Cloverdale Blvd.
Cloverdale, CA 95425

March 2, 2016

RE: Senior Center Use Permit

Dear Council Members,

I am writing in support of the appeal submitted by Michael and Debra Handy in response to the Planning Commission's approval of the request to modify the existing Conditional Use Permit currently held by the Cloverdale Senior Multipurpose Center. I am the previous owner of the property at 307 N. Main St. and I currently own property at 209 E. Third St.

When the proposal for the Senior Center originally came before the Planning Commission and City Council, my husband and I challenged the decision to build a public building in a residential neighborhood. At that time it appeared to me that City officials were pushing through this project only because the City owned the lot and they were eager to build something to honor Jim Teague. They approved variances and overlooked negative impacts that have since created challenges for the community.

The biggest problem is lack of space. The lot was never large enough to accommodate the size of building needed nor does it provide enough space for adequate parking. Larry and I predicted that the Senior Center would quickly outgrow the facility and this is at the root of many of the problems the neighborhood is now forced to endure. Of course the Senior Center staff is hoping to expand their hours as that is the only way they can continue to serve the needs of their growing membership. And, yes, the Senior Center provides wonderful services and programs, but that does not outweigh the importance of protecting the quality of life of its neighbors.

I urge you to vote no on the Cloverdale Senior Multipurpose Center's request to increase their hours of operation. Instead I hope City officials and the Senior Center Board will begin to explore options that will allow the Center to expand while protecting the quality of life of residential neighborhoods. I believe that about five years ago there was some discussion about moving the Senior Center to a larger building - perhaps it is time to start looking for a new location again.

Sincerely,

Bonnie Asien
1128 W. 8th Ave.
Spokane, WA 99204

3/6/16

Dear Cloverdale City Council,

Thank you for considering this appeal.

We find the following aspects of the recent application by the Cloverdale Senior Center to be incompatible with our quiet residential neighborhood:

- Gambling
- Parties serving alcohol until 10 PM
- Parties with up to 90 people in attendance

As defined by City of Cloverdale zoning ordinance section 18.03.110:

"A Conditional Use Permit process is intended to allow uses that are generally consistent with the purposes of the Zoning District in which they are proposed, but require special consideration because of their special impacts, to ensure that the use can be designed, located and operated in a manner that will not interfere with the use and enjoyment of surrounding properties. The review shall consider location, design, configuration and special impacts with respect to applicable policies, standards and criteria to determine whether adverse impacts can be sufficiently minimized through specific conditions and requirements so as to permit the use on a particular site."

We recommend that the application be rejected.

Sincerely,

Toby Daly

Laurie Martin

Devon Perkins

Cloverdale Senior Community Center

Social Interaction • Creative Expression • Intellectual Stimulation • Health & Fitness Education

March 4, 2016

Dear Mr. Cayler,

In our effort to both provide community services and resources to our seniors of Cloverdale, while mutually being good neighbors, we invited our neighbors to discuss their concerns with us. This special Board Meeting was called by President Bob Bialon to try to resolve the concerns of neighbors who live near the Center concerning the proposed changes to our Modified Use Permit with the City of Cloverdale. The Planning commission, by a unanimous vote of 5-0, agreed in February to extend our hours of operation from 7:00 pm to 10:00 PM on some Friday and Saturday nights, for up to 12 special events per year and to allow up to 12 special educational courses per year in addition to the normal operations of the Center. These Special Events would be senior in nature such as senior weddings, retirements, anniversaries, funeral receptions, and the like. These events are in addition to the necessary fundraising events held by the Senior Center.

Present from the Senior Center were Bob Bialon, Colleen Hale, Maya Mayfield, Ginny Carroll, Terri Smith, and Rich Cowart which represented a quorum. Neighbors in attendance were Deborah and Mike Handy, Toby Daly, Laurie Martin, Richard and Brooke Greene.

The Board listened to our neighbor's concerns. The neighbors stated that they felt the City had made an agreement with the neighborhood when the Senior Center was built and this agreement is itemized in the original License Agreement with the City. Now that the City Planning Commission has approved a new Modified Use Permit, expanding the hours the Center can operate, and allowing private special events, they feel this original agreement has been broken. They felt that even with assurances from the Board that precautions will be taken to mitigate the impact on their neighborhood, the Board is under no obligation to adhere to those mitigations. The License Agreement is the binding factor and they are opposed to the agreement. With further discussions, our neighbor's main concerns were extended hours and the resulting traffic and potential noise that will/can arise from our events from the number of people attending (up to 75) and the serving of alcohol at such events. At this point of the discussion, the Board thanked them for input and immediately reconvened our Special Board Meeting.

Based on our need to provide senior services and based on our neighbors concerns, the Board willingly suggests the following amendments to the proposal of the Modified Use Agreement for the City Council as follows:

- All Educational events will end by 7:00 pm on weekdays and by 5:00 pm on Saturdays.
- Evening events would be limited to eight per year. The remaining four events would conclude before 7:00 pm.
- All evening events will end by 9:00 pm and "lights out" by 10:00 pm.
- All Special Events, including educational courses, would be limited to 50 attendees.
- A board member or staff member will be present at each special event.

These changes have not yet been discussed with our neighbors, but we will either personally discuss or deliver our above amendments to them today. If our Neighbors wish one more meeting with our Board, we will call one for Monday. We look forward to meeting with you, our Council Members, and community at the meeting on Tuesday, March 8.

Respectfully,

Colleen P. Hale
Executive Director

Copy: Michael & Debra Handy
Toby Daly & Laurie Martin
Richard & Brooke Greene

707-894-4826 • 311 North Main Street, Cloverdale, CA 95425
Mailing: P.O. Box 663, Cloverdale, CA 95425 • www.CloverdaleSeniorCenter.com

Cloverdale Senior Community Center

Social Interaction • Creative Expression • Intellectual Stimulation • Health & Fitness Education

As a member of the Cloverdale Community, I fully support the approved Conditional Use Permit Modification (CUP MOD 001-2016) for the Cloverdale Senior Multipurpose Center located at 311 N. Main Street.

- **5.a.i. HOURS OF OPERATION: Friday and Saturday hours until 10 pm <u>for special events</u>**
- **5. b. Allow Special Event Usage - limited to 12 events per year**
- **5. b. Allow Educational Site Usage - limited to 12 events per year**

	Name	Signature	Date	Residence Zip
1	MALINDA THAL	Malinda L. Thal	2/24/16	95425
2	Pat Kraegel	Patricia Kraegel	2/25/16	"
3	Susan Cadsen		2/25/16	95425
4	Magda F. Silva	Magda F. Silva	2-25-16	95425
5	Davida Braxton		2-25-16	95425
6	Sheri McGinnis	Sheri McGinnis	2-25-16	95425
7	Colleen Hale		2.25-16	95425
8	E. ASTRID ORTEGA	E. Astrid Ortega	2-25-16	95425
9	LINDA SILVA	Linda Silva	2/25/16	95425
10	Maya Mayfield	Maya Mayfield	2/25/16	95425
11	VALERIE LEITZ		2/26/16	95425
12	Leah Stanley	Leah Stanley	2/26/16	95425
13	MARK GRANDY	Mark R. Grandy	2/26/16	95425-4436
14	Jolee Saylor	Jolee Saylor	3-4-16	95425
15	D. STUART	Diane Stuart	2/26/16	95425
16	PETE JELTON		2/26/16	95425
17	SYLVIA M. ROSS	Sylvia A. McRae	2-26-16	95425
18	PAT ECKLUND	Pat Ecklund	2-29-16	95425
19	W. P. ADAMS	W. P. Adams	2/29/16	95425
20	DOLLY GARRISON	Dolores Garrison	3/1/16	95403

Cloverdale Senior Community Center

Social Interaction • Creative Expression • Intellectual Stimulation • Health & Fitness Education

As a member of the Cloverdale Community, I fully support the approved Conditional Use Permit Modification (CUP MOD 001-2016) for the Cloverdale Senior Multipurpose Center located at 311 N. Main Street.

- **5.a.i. HOURS OF OPERATION: Friday and Saturday hours until 10 pm <u>for special events</u>**
- **5. b. Allow Special Event Usage - limited to 12 events per year**
- **5. b. Allow Educational Site Usage - limited to 12 events per year**

	Name	Signature	Date	Residence Zip
	Doris Hedglin		3/1/16	95425
1	Geneva M Ellis		3/1/16	95425
2	Rebekah Thomas	Rebekah Thomas	3/1/16	95401
3	Susan Shappy	Susan Shappy	3/1/16	95425
4	Millie Thomas	Millie Thomas	3/1/16	95425
5	James C Tobon	James C. Tobon	3/1/16	95425
6	Peg Shaw	Peg Shaw	3/1/16	95425
7	Claire M McGowan	Claire M. McGowan	3/1/16	95425
8	Terri Smith	Terri Smith	3/1/16	95425
9	Brenda Brazil	Brenda Brazil	3/1/16	95425
10	Marie Grose		3/1/16	95425
11	Carolle Le Monnier		3/1/16	95425
12	Carol Roehl	CAROL ROEHL	3-1-16	95425
13	Emma Burgess	Emma Burgess	3-1-16	95425
14	CARIN BOKHOF		3-1-16	95494
15	Carol Tindall	Carol Tindall	3-1-16	95425
16	ERNIE FRANSEN		3-3-16	95425
17	GINNY CARROLL	Ginny Carroll	3/2/16	95425
18	Christine Flaherty	Christine Flaherty	3/2/16	95425
19	Rosela	Rosela	3/2/16	95425
20	Bruce Johnson		3/3/16	95425

Cloverdale Senior Community Center

Social Interaction • Creative Expression • Intellectual Stimulation • Health & Fitness Education

As a member of the Cloverdale Community, I fully support the approved Conditional Use Permit Modification (CUP MOD 001-2016) for the Cloverdale Senior Multipurpose Center located at 311 N. Main Street.

- **5.a.i. HOURS OF OPERATION: Friday and Saturday hours until 10 pm <u>for special events</u>**
- **5. b. Allow Special Event Usage - limited to 12 events per year**
- **5. b. Allow Educational Site Usage - limited to 12 events per year**

	Name	Signature	Date	Residence Zip
1	Jordan Pasquini	Jordan Pasquini	3/3/16	95425
2	RON COOPER	Ron A Cooper	3/3/16	95425
3	Eileen Baker	S Barber	3/3/16	95425
4	Marie Gronewald	Marie Gronewald	3/3/16	95425
5	Cori Fernandez	Cori Fernandez	3-3-16	95425
6	LINDA M HAYE	Linda M Haye	3/3/16	95425
7	Donna Cambra	Donna R Cambra	3/3/16	95425
8	Christa Cherney	Christa Cherney	3/3/16	95425
9	Elizabeth Vandenberg	Elizabeth Vandenberg	3/3/16	95425
10	Judy Blackburn	Judy Blackburn	3-3-16	95441
11	Wilda Stover	Wilda Stover	3-3-16	95425
12	Christine Vincent	Christine Vincent	3-3-16	95425
13		Tom Noti	3-3-16	95425
14	DAN STICKLE	Dan Stickle	3-3-16	95425
15	C. DeCarlo	C. DeCarlo	3/3/16	95425
16	Rick Cox	Cloverdale	3/3/16	95425
17	LYNN McCHRISTIAN	Lynn McChristian	3/3/16	95425
18	DONNA RAMIREZ	Donna Ramirez	3/3/16	95492
19	Sandra DeNatale	Sandra DeNatale	3/3/16	95448
20	Ethel Mueller	ETHEL MUELLER	3/4/16	95425

Cloverdale Senior Community Center

Social Interaction • Creative Expression • Intellectual Stimulation • Health & Fitness Education

As a member of the Cloverdale Community, I fully support the approved Conditional Use Permit Modification (CUP MOD 001-2016) for the Cloverdale Senior Multipurpose Center located at 311 N. Main Street.

- **5.a.i. HOURS OF OPERATION: Friday and Saturday hours until 10 pm <u>for special events</u>**
- **5. b. Allow Special Event Usage - limited to 12 events per year**
- **5. b. Allow Educational Site Usage - limited to 12 events per year**

	Name	Signature	Date	Residence Zip
1	Sally Quinn	Sally Quinn	3/4/16	
2	MARTY MODRICH	Martha Modrich	3/4/16	
3	KAREN SWERCZEK	Karen Swerczek	3-4-16	95482
4	CAROL HOUSE	Carol House	3-4-16	95425
5	DEE SIMPSON	DEE Simpson	3-4-2016	95425
6	Scarlett Wood	Scarlett Wood	3-4-2016	95425
7	Shaw Cruck	Shaw Cruck	3-7-2016	95407
8	Maya Mayfield	Maya Mayfield	3-7-2016	95425
9	Ann Smith	ANN SMITH	3-7-16	95425
10	RAY SMITH	Ray Smith	3-7-16	95425
11	Dobie Edmunds	Dobie Edmunds	3-7-16	95425
12	Patricia Kraegel	Patricia Kraegel	3/7/16	95425
13	LESLIE CLAUS	Leslie Claus	7/8/16	95425
14			3-8-16	95441
15	GARY MATSUSAKI		3-8-16	95425
16	Susan Moore	Susan Moore	3-8-16	95441
17	Elizabeth Spitzer	Elizabeth Spitzer	3-8-16	95425
18	Fran Domenichelli	Fran Domenichelli	3-8-16	95425
19	Patty Hamley	Patty Hamley	3-8-16	95401
20	David Hamley		3-8-16	95401

Cloverdale Senior Community Center

Social Interaction • Creative Expression • Intellectual Stimulation • Health & Fitness Education

As a member of the Cloverdale Community, I fully support the approved Conditional Use Permit Modification (CUP MOD 001-2016) for the Cloverdale Senior Multipurpose Center located at 311 N. Main Street.

- **5.a.i. HOURS OF OPERATION: Friday and Saturday hours until 10 pm <u>for special events</u>**
- **5. b. Allow Special Event Usage - limited to 12 events per year**
- **5. b. Allow Educational Site Usage - limited to 12 events per year**

Name	Signature	Date	Residence Zip
1 Theadora Motricks	T. Motricks	3/4/16	95425
2 Jocelyn Hale	Jocelyn Hale	3/4/16	95425
3 Brenda Musante	Brenda Musante	3/5/16	95425
4 Dora Wade	Dora B Wade	3/5/16	95425
5 Kim Ziviani	Kim Ziviani	3/5/16	95425
6 Katie Kitchel	Katie Kitchel	3/5/16	95425
7 Taira Creager	Taira Creager	3/5/16	95425
8 Carol House	Carol House	3-5-16	95425
9 Richard Musante	Richard A Musante	3/5/16	95425
10 Xandra Grandy	Xandra Grandy	3/8/16	95425
11 Don Hart	Don Hart	2/6/16	95425
12 Kirsten Sullivan	Kirsten Sullivan	3/8/16	95425
13 Joan Dunlap	Joan Dunlap	3/8/16	95425
14 Jackie Callaghan	Jackie Callaghan	3/8/16	95425
15 Karen Potts	Karen Potts	3/8/16	95425
16			
17			
18			
19			
20			

CITY OF CLOVERDALE

City Council/Successor Agency Agenda Item Summary

Agenda Item: 4
Meeting Date: April 26, 2016

Agenda Section	**Staff Contact**
Consent	Paul Cayler, City Manager

Agenda Item Title

Resolution of the City Council of the City of Cloverdale authorizing the Sonoma County Waste Management Agency (SCWMA) to Submit to the California Department of Resource Recycling and Recovery (CalRecycle) Applications for Payment Programs and Related Authorizations on Behalf of the City of Cloverdale

Summary

Since 2000, the State of California, first through the California Department of Conservation and now through the California Department of Recycling and Resource Conservation (CalRecycle), has allocated funding from uncollected deposits on beverage containers to cities and counties. This program is called the City/County Payment Program (CCPP). For the entirety of this program, the Sonoma County Waste Management Agency (SCWMA) has applied for these funds on behalf of all Sonoma County cities and the unincorporated county, pooled the funding, and implemented projects related to beverage container recycling. Past projects include creating agreements for beverage container collection service, purchasing new collection containers and enclosures, and, since 2012, administering an educational campaign around the State's Mandatory Commercial Recycling program. The City of Cloverdale has received recycling containers from this program at no cost. A requirement to expend all funds from each grant cycle within two years was introduced in the FY 14/15 cycle, and CalRecycle is in the process of introducing additional requirements for the FY15/16 grant cycle. CalRecycle sent a notice to all CCPP grant managers on December 23, 2015, with information about the FY 2015/16 funding cycle. The notice stated all jurisdictions will be required to provide an authorizing resolution no later than the funding request due date June 1, 2016. The resolution gives SCWMA authority to submit applications on behalf of the Agency members and execute agreements and necessary documents to implement the program. The Cities of Windsor, Cotati, Rohnert Park, Petaluma and Sebastopol, as well as the County of Sonoma, have adopted similar resolutions

Options

1) Reject the proposed resolution; or 2) Approve the resolution.

Budget/Financial Impact

Adopting this resolution would allow the SCWMA to continue applying for and receive grant funds to support regional recycling programs on Cloverdale's behalf. The grant is passed through to the City, so there is no net financial impact to the City.

Subcommittee Recommendation

None.

Recommended Council Action

The City Manager recommends that the City Council adopt the attached Resolution No. 026-2016 that authorizes the SCWMA to submit CalRecycle Applications for Payment Program on behalf of the City of Cloverdale.

Attachments:

1) Proposed Resolution No. 026-2016

cc:

CITY OF CLOVERDALE
CITY COUNCIL
RESOLUTION NO. 026 -2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE AUTHORIZING THE SONOMA COUNTY WASTE MANAGEMENT AUHTORITY (SCWMA) TO SUBMIT TO THE CALIFORNIA DEPARTMENT OF RESOURCE RECYCLING AND RECOVERY (CalRecycle) APPLICATIONS FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS ON BEHALF OF THE CITY OF CLOVERDALE

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make reimbursements to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that Sonoma County Waste Management Agency (SCWMA) staff is authorized to submit an application to CalRecycle for any and all payment programs offered on behalf of the City of Cloverdale; and

BE IT FURTHER RESOLVED that the SCWMA Executive Director, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payments; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the City of Cloverdale.

It is hereby certified that the foregoing Resolution No. 026-2016 was duly introduced and adopted as amended by the City Council of the City of Cloverdale at its regular meeting held on the 26th day of April, 2016, by the following voice vote: (X-ayes, X-noes)

AYES IN FAVOR:
NOES:
ABSENT:
ABSTAIN:

Approved:

_____
Mary Ann Brigham, Mayor

Attested:

_____
Linda Moore, Deputy City Clerk

CITY OF CLOVERDALE

City Council Agenda Item Summary

Agenda Item: 5
Meeting Date: April 26, 2016

Agenda Section	**Staff Contact**
Consent Item	Vanessa Apodaca, Interim City Engineer

Agenda Item Title

Resolution No. 027-2016 approving a Professional Services Agreement with RMC Water and Environment to provide assistance to the city throughout the reissuance process for the city's National Pollution Discharge Elimination System (NPDES) permit for discharge of treated wastewater.

Summary

An information item for the NPDES permit renewal project was presented at the January 12, 2016, Council meeting.

The City's Wastewater Treatment Plant (WWTP) utilizes a series of infiltration ponds to allow for slow discharge of treated wastewater. These ponds receive treated wastewater and allow for discharge through percolation into the ground. In order to continue to utilize these discharge ponds, the City requires a current NPDES permit. In order to renew the NPDES permit, the City must submit a Report of Waste Discharge (ROWD) application to the Regional Water Board.

The City does not have the staff time or experience to renew the NPDES permit in a timely manner. Consequently the City needs to contract to have the permit renewed prior to the November 1, 2016 deadline. Deferring this work could result in missing the application deadline and leave the City at risk of the current permit expiring before a new one is completed, resulting in potential fines from the Regional Water Board. A current NPDES permit must be held to be in compliance with state wastewater regulations.

RMC Water and Environment has local experience with NPDES permit renewals and is familiar with the City of Cloverdale wastewater treatment plant and its operation. At the request of the City, RMC submitted a proposal to the City. The proposal was for assistance with the NPDES permit application and renewal and preparing a ROWD.

The proposal includes preparation of an ROWD – the NPDES permit application, permit reissuance negotiations with the Regional Water Board and project management and coordination. This proposal with a detailed scope of services is included in the professional services agreement attached to this staff report. The proposed not-to-exceed fee for these services is $126,578, with $22,426 of that being optional for Special Technical Analyses and additional negotiation with the Water Board.

Options

1. Accept resolution approving a professional services agreement with RMC Water and Environment to assist with the NPDES permit application and renewal and prepare a report of waste discharge.
2. Do not accept resolution approving professional services agreement with RMC Water & Environment and direct staff to pursue alternative methods of obtaining the necessary services.

Budget/Financial Impact

The proposed professional services agreement will be funded through the Sewer Enterprise Fund.

Subcommittee Recommendation

N/A

Recommended Council Action

Accept Resolution No. 027-2016 approving a Professional Services Agreement with RMC Water and Environment to assist with the NPDES permit application and renewal and prepare a report of waste discharge.

Attachments:

1. Professional Services Agreement – Assistance with NPDES Permit Reissuance – RMC
2. Resolution No. 027-2016 approving a Professional Services Agreement with RMC Water and Environment to assist with the NPDES permit application and renewal and prepare a report of waste discharge.

cc:

CITY OF CLOVERDALE
PROFESSIONAL SERVICES AGREEMENT

Assistance with NPDES Permit Reissuance

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2016 by and between the City of Cloverdale, a California Municipal Corporation, 124 North Cloverdale Boulevard, Cloverdale, California, 95425, hereinafter referred to as "City," and RMC Water and Environment, a California Corporation, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the legislative body of the City on _____, 2016 by Resolution No._____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.08 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES

The services to be performed under this Agreement (the "Services") are as follows: provide assistance throughout the reissuance process of the city's NPDES permit. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence upon execution and expire on August 31, 2017, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed $126,578 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate

records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to City during normal business hours upon reasonable notice. In accordance with California Government Code section 8546.7, if the "Not to Exceed Amount" exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of Services pursuant to his Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by August 31, 2017 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. The Consultant will be solely responsible for payment for such subcontract services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

7. STANDARD OF PERFORMANCE

A. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in the usual and customary professional manner. Consultant will comply with federal, state and local laws applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any

environmental laws or regulations, air pollution control laws and regulations applicable to Consultant and/or the Services, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

B. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that the Services may be funded by or otherwise subject to the authority of another governmental entity or entities, Consultant and any subcontractors shall comply with all applicable rules and regulations of such other governmental entity or entities.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees, and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar

days, in addition to any other remedies authorized by law, as much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code section 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code section 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing Services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INSURANCE

A. Before commencing performance of the Services, Consultant, at its own cost and expense, must: (a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and (b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal. Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of

insurance and endorsements evidencing such coverage to the City. Consultant must, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence must be provided. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. The insurance must be endorsed to waive all rights of subrogation against the City and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

B. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, TWO MILLION DOLLARS ($2,000,000.00) aggregate, and combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

C. Required commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

D. Except for Workers' Compensation insurance and professional liability insurance, all other insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

1. City and its officials, officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage may contain no special limitations on the scope

of protection afforded to City or its officials, officers, employees, agents, or volunteers.

2. Required insurance coverage must be primary insurance with respect to the City and its officials, officers, employees and volunteers. No insurance or self-insurance maintained by the City may be called upon to contribute to a loss under the coverage.

F. All insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

1. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

2. Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

G. Professional liability insurance may be provided on a "claims-made" basis, but the policy must be maintained in effect, and the City must be provided satisfactory evidence of the policy being maintained in effect, for a period of five years following the expiration or termination of this Agreement.

H. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) covering errors and omissions and containing a cross liability or severability of interest clause acceptable to the City. Any deductible or self-insured retention under the required professional liability insurance may not exceed $150,000.00 per claim.

I. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

J. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City interests are otherwise fully protected.

12. NON-DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race,

religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

13. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, to the extent the requirements of Chapter 5.04 of the Cloverdale Municipal Code apply, Consultant and any subcontractors subject to the requirements of Chapter 5.04 of the City Municipal Code must acquire at their sole expense a business license from the City in accordance with that chapter. Such licenses must be kept valid throughout the Agreement term.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of the City.

15. TERMINATION AND REMEDIES

A. City may terminate this Agreement for convenience by giving at least 10 days' written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

B. City may cancel this Agreement at any time and without cause upon written notification to Professional. Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation. In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

C. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

1. Terminate the Agreement by notice to the Consultant specifying the termination effective date;
2. Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;
3. Complete the unfinished Services itself or have the unfinished Services completed, and/or;
4. Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

17. REPRESENTATIVES

A. The City representative for purposes of this Agreement will be Vanessa Apodaca, Interim City Engineer. The Consultant representative for purposes of this Agreement will be Mary Cousins, Project Manager. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

B. Notices:

Any written notice to Consultant shall be sent to:

Mary Cousins
RMC Water and Environment
2175 North California Blvd, Suite 315
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

Vanessa Apodaca, Interim City Engineer
City of Cloverdale
124 N. Cloverdale Blvd.
Cloverdale, California 95425

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as between terms or provisions of this Agreement and any exhibit(s) made a part of this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

19. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to the provisions of California Government Code section 87300 and following, the Political Reform Act (California Government Code section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, section 18110 and following of the California Code of Regulations), California Government Code section 1090 and following, and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code section 1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an

employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code section 1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by the Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

20. APPLICABLE LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Sonoma County.

21. RECOVERY OF ATTORNEY'S FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on this___day of _____, _____.

CITY	CONSULTANT
By: _____	By:_____
Paul Cayler, City Manager	David Richardson, Principal-in-Charge

ATTEST:

By:_____
Linda Moore, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Jose Sanchez, City Attorney

Exhibits: Exhibit A — Consultant's Proposal

City of Cloverdale

Professional Services by RMC Water and Environment

Assistance with NPDES Permit Reissuance

SCOPE OF WORK

February 10, 2016

RMC Water and Environment (RMC) will provide assistance to the City of Cloverdale (City) throughout the reissuance process for the City's NPDES permit (Permit) for discharge of treated wastewater to percolation ponds located adjacent to the Russian River. The current permit was approved by the North Coast Regional Water Quality Control Board in June 2012 (R1-2012-0048, NPDES CA0022977). The application for permit reissuance, called the Report of Waste Discharge (ROWD), is due on November 1, 2016, which is 270 before the Permit expiration date of July 31, 2017. The exact timing of the permit reissuance may vary depending on the schedule and availability of Regional Water Board staff. The permit will be administratively extended, as long as a complete application for permit reissuance is turned in by the legal due date.

This scope of work is associated with the fee estimate in **Exhibit A**. As shown in the attached schedule (see page 7), the scope of work includes activities beginning in Fiscal Year 2015-16 and extending through Fiscal Year 2017-2018. The scope of work is organized into the following tasks:

Task 1. Report of Waste Discharge (ROWD)

RMC will prepare the City's NPDES permit application, also known as the ROWD, which has a legal due date of November 1, 2016. Preparation of the ROWD is organized into the following activities:

Subtask 1.1 – Kickoff Meeting

RMC will meet with City staff and lead a discussion for the detailed approach to preparation of technical analyses and the ROWD and permit reissuance process, including estimated task schedules. RMC will provide information about the current regulatory climate, issues of potential concern, compliance considerations, and planning for submittal of the permit application, as well as strategies for a potential permit reissuance. In addition, RMC will gather information from City staff regarding requests for potential permit changes, and will discuss options for potential permit changes.

Prior to the kickoff meeting, RMC will coordinate with Regional Water Board staff by phone to discuss the Regional Water Board's current requirements for the content of the ROWD, the format of the ROWD, and anticipated timing for the permit reissuance.

Subtask 1.2 – Compile Applicable Data and Information

RMC will collect and review pertinent data to evaluate compliance history and determine data sufficiency. City staff will provide data and information as needed for the ROWD. Data and information to be collected and reviewed may include effluent flows, effluent water quality, receiving water quality (Russian River and Groundwater), as well as selected City planning documents. This task also includes placing the data into a format that facilitates subsequent activities of the project. For the purposes of this scope of work, RMC will analyze flow and water quality data collected through at least May 2016 (3.75 years of data) and possibly up to July 2016 (4 years of data).

Subtask 1.3 – Conduct Reasonable Potential Analysis (RPA) and Calculate Effluent Limits

RMC will perform a reasonable potential analysis (RPA) for the City's effluent using the approach in the State Implementation Policy as well as other RPA approaches being used by the Regional Water Board, including USEPA's Technical Support Document. The RPA is expected to be conducted using the most recent three to five years of data, at least for the handful of constituents with monitoring 4x/discharge. For most constituents, only a single sample of effluent water quality is expected to be available. The results of the RPA will indicate which constituents require effluent limits in the reissued permit. RMC will use the results of the RPA to estimate final effluent limits. These estimated effluent limits would only apply to discharges to the Russian River, although they also trigger additional monitoring for the discharge to the percolation ponds.

Subtask 1.4 – Special Technical Analyses

Various special technical analyses are usually requested by the Regional Water Board, or are in the City's interest to be included in the ROWD. RMC will assist the City by developing these technical analyses during development of the ROWD and the permit negotiation process. Anticipated activities for this task are described below and are based on experience in negotiating other recent Region 1 and Region 2 NPDES permits, but additional analyses may also be requested by the Regional Water Board since the permitting climate is very dynamic. Activities will be conducted as applicable and as budget permits. Examples of anticipated technical analyses are as follows:

- *Groundwater Analysis* – The City is required to perform quarterly monitoring of groundwater, both upstream and downstream of the percolation ponds. RMC will compile the groundwater monitoring data from the current permit term in tabular format and assess compliance with applicable water quality objectives for conductivity, chloride, and nitrate in the groundwater.

- *Documentation of Recent or Planned Operational Changes and Capital Projects* Information about recent and planned operational changes and capital projects will be reviewed and summarized for inclusion in the ROWD. This will include a summary of the City's plans for sanitary sewer projects, as well as any modifications to the Plant itself.

- *Source Control Program.* The Permit required the City to complete an Industrial Waste Survey and to ensure adequate source control for industrial, commercial, and residential users. The Industrial Waste Survey, completed by RMC, was submitted to the Regional Water Board in September 2014. For the ROWD, RMC

will summarize additional source control efforts completed by the City in the intervening years.

- *Compliance Attainability Analysis* – If changes or trends have occurred in the effluent character since the last permit reissuance, a compliance attainability analysis can be used to justify alternate approaches to setting effluent limits.

If needed, additional technical analysis can be completed under subtask 1.7, below.

Subtask 1.5 – Preparation of Report of Waste Discharge

RMC will compile information for inclusion in the ROWD, including USEPA forms and State Water Resources Control Board forms. The data required for the permit application includes general information about the treatment facilities and collection systems, priority pollutant data including statistical summaries of the data, and other data and information related to the NPDES permit reissuance and other considerations. Technical analyses conducted as part of Subtasks 1.2 through 1.4 will be included in the ROWD, as appropriate, as will studies completed through separate efforts (for example, the Industrial Waste Survey).

A draft ROWD will be prepared and submitted to City staff for review. Then. RMC will meet with City staff to discuss comments on the draft ROWD and make necessary revisions and coordinate submittal of the application by the due date.

RMC will prepare the final ROWD and provide copies to the City and to Regional Water Board in both electronic and hard copy formats.

Subtask 1.6 – Project Management and Coordination

This task includes the internal and external coordination and communication necessary to assure the Report of Waste Discharge is completed on schedule. This task includes the following:

1) Communication with City and team on the status of the project work;
2) Preparation of monthly invoices and detailed progress reports; and
3) Preparation of meeting agendas and notes.

Subtask 1.7 – Additional Special Technical Analyses (OPTIONAL)

This subtask is optional and shall not be commenced without written direction from the City to RMC.

RMC will prepare additional special technical analyses if needed to support the permit renewal using the additional budget provided for this subtask. The scope and nature of the special technical analyses will be determined during the permit renewal, but will be similar in nature to the analyses described in subtask 1.4. For example, if requested by the City, RMC will prepare summary tables and/or figures of groundwater monitoring data for inclusion in the ROWD.

Task 2. Permit Reissuance Negotiations

RMC will assist the City during negotiations with the Regional Water Board for reissuance of the 2017 NPDES permit. The permit reissuance activities, including negotiations, are organized into the activities listed below.

Subtask 2.1 – Review Draft Permit Terms and Negotiate with Regional Water Board staff

The Regional Water Board may provide the City with administrative draft permit language, or even a complete administrative draft of the entire permit. If a complete draft is provided, RMC will develop a redline-strikeout version of the permit to show comments on the administrative draft permit, including specific justification for substantive changes. For the purposes of this scope, it is estimated that there will be one complete administrative draft. RMC will meet with City staff to discuss and compile comments on the administrative draft and then prepare comments for submittal to the Regional Water Board. It is also anticipated that one meeting (maximum) will be held with Regional Water Board staff after administrative draft comments are submitted.

If the Regional Water Board provides draft permit provisions (for example, a Reasonable Potential Analysis or effluent limits calculations) separately from the complete administrative draft permit, RMC will also review those materials and provide comments as part of this subtask.

Subtask 2.2 – Review Tentative Order, Prepare Comments and Conduct Negotiations during Public Comment Period

RMC will review the Tentative Order and prepare comments in a form suitable for submission to the Regional Water Board. If necessary, RMC will conduct additional research for citations of precedent-setting activity. The Tentative Order comments will address elements of the permit that the City wishes the Regional Water Board staff to revise or that the City could desire to appeal. .

It is also anticipated that one meeting (maximum) will be held with Regional Water Board staff during the tentative order comment period, or after tentative order draft comments are submitted.

Subtask 2.3 – Prepare for and Attend Regional Water Board Hearing

RMC will review the draft response to comments as well as a revised Tentative Order, if applicable. RMC will review these documents for consistency with previous negotiations, and to check whether any new issues need to be discussed with Regional Water Board staff.

RMC recommends that the City provide oral testimony. RMC will develop a strategy, draft remarks, and recommend selected speakers for the Regional Water Board hearing, if necessary. RMC will accompany City staff to the hearing and provide comments if needed.

Subtask 2.4 – Project Management and Coordination

This task includes the internal and external coordination and communication necessary to assure that negotiations for permit reissuance are completed on a schedule acceptable to the City and to Regional Water Board staff. This task includes the following:

1) Communication with City and team on the status of the project work;
2) Preparation of monthly invoices and detailed progress reports; and
3) Preparation of meeting agendas and notes.

Subtask 2.5 – Additional Assistance with Permit Negotiations

This subtask is optional and shall not be commenced without written direction from the City to RMC.

If needed, RMC will review additional versions of the administrative draft and/or tentative order permit, beyond the single drafts of these documents that are listed under Subtask 2.1 and Subtask 2.2, above. RMC will discuss draft permit terms with the City, and will prepare written comments.

If additional negotiations with the Regional Water Board are needed beyond the two meetings listed in Subtask 2.1 and Subtask 2.2, above, RMC will meet in person and/or by phone with Regional Water Board staff to negotiate permit terms.

ASSUMPTIONS AND DELIVERABLES

Project assumptions and deliverables are listed below:

Task 1 – Report of Waste Discharge

Assumptions:

- City staff will provide influent, effluent, receiving water, and groundwater monitoring data from the current Permit term. If the data are not in tabular format, RMC will put them in this format (Subtask 1.2).
- Two in-person meetings with occur with City staff: the kick-off meeting (Subtask 1.1), and a later meeting to discuss the draft Report of Waste Discharge (Subtask 1.5).

Deliverables:

- Draft Report of Waste Discharge
- Final Report of Waste Discharge, including both electronic and hard copies for City staff and Regional Water Board staff.
- Monthly progress reports and invoices
- Meeting agendas and notes

Task 2– Permit Renewal Negotiations

Assumptions:

- There will be one complete administrative draft and one complete Tentative Order permit. RMC will review additional versions of the draft permit upon City authorization of optional Subtask 2.5.
- Up to two in-person meetings with occur with Regional Water Board staff (Subtask 2.1 and 2.2). RMC will participate in additional meetings upon City authorization under optional Subtask 2.5.

Deliverables:

- Draft and final comments on administrative draft permit
- Draft and final comments on Tentative Order
- Draft testimony for Regional Water Board hearing
- Monthly progress reports and invoices
- Meeting agendas and notes

SCHEDULE

A rough estimated schedule for activities during the permit reissuance is shown on the next page. This schedule could vary depending on the availability of Regional Water Board staff.

Estimated Schedule for NPDES Permit Renewal
(based on permit expiration date of July 31, 2017)

Task No.	Rough Estimated Date	Activity
Task 1	May or June 2016	Kick-off Meeting for Report of Waste Discharge (ROWD) and Permit Renewal
	June through September 2016	RMC to prepare of Draft NPDES Permit Application (ROWD)
	Mid-September 2016	RMC to complete draft ROWD binders and send to City staff for review.
	Late September to Early October 2016	Meeting to discuss ROWD status and City review of draft ROWD documents.
	Last Week of October 2016	RMC to compile final draft ROWD (digital) and provide to City staff for final screen check.
	Monday, October 31, 2016	RMC to complete and submit ROWD
	Tuesday, November 1, 2016	**Deadline for Submittal of ROWD**
Task 2	April through June 2017	Review draft permit language and/or negotiate permit terms with Regional Water Board staff
	May or June 2017	Tentative Order Issued for Public Comment
	June 2017	Formal Comments Due on Tentative Order (30 days after issuance of Tentative Order)
	July 2017	Revised Tentative Order and Response to Comments Released (in Regional Water Board Packet)
	August 2017	**Permit Adoption Hearing**

Exhibit A
Fee Estimate

City of Cloverdale
NPDES Permit Reissuance for Cloverdale Wastewater Treatment Plant

Tasks	Labor							ODCs	Total
	Principal	Project Manager	Project Engineer	Graphics	Admin.	Total Hours	Total Labor Costs (1)	ODCs (2)	Total Fee (3)
	David Richardson	Mary Cousins	Jennie Pang	Graphics and Support Team					
	$299	$230	$178	$136	$110				
Task 1: Report of Waste Discharge									
1.1 Kick-Off Meeting	6	12	12			30	$6,690	$220	$6,910
1.2 Compile Applicable Data and Information	2	16	36			54	$10,686	$0	$10,686
1.3 Conduct Reasonable Potential Analysis and Calculate Effluent Limits	2	16	32			50	$9,974	$0	$9,974
1.4 Special Technical Analyses	2	16	24			42	$8,550	$0	$8,550
1.5 Preparation of Report of Waste Discharge	4	32	48	4	8	96	$18,524	$110	$18,634
1.6 Project Management and Coordination	2	10	4		4	20	$4,050	$0	$4,050
1.7 Additional Special Technical Analyses (OPTIONAL)	0	6	24			30	$5,652	$0	$5,652
Subtotal Task 1:	18	108	180	4	12	322	$64,126	$330	$64,456
Task 2: Permit Renewal Negotiations									
2.1 Review Draft Permit Terms and Negotiate with Regional Water Board staff	12	40	40			92	$19,908	$146	$20,054
2.2 Review Tentative Order and Prepare Comments and Negotiations during Public Comment Period	12	32	32			76	$16,644	$0	$16,644
2.3 Prepare for and Attend Regional Water Board Hearing	6	8	2			16	$3,990	$150	$4,140
2.4 Project Management and Coordination	2	12	4		4	22	$4,510	$0	$4,510
2.5 Additional Negotiation with Regional Water Board (OPTIONAL)	16	36	20			72	$16,624	$150	$16,774
Subtotal Task 2:	48	128	98	0	4	278	$61,676	$446	$62,122
TOTAL - NOT INCLUDING OPTIONAL TASKS	50	194	234	4	16	$498	$103,526	$776	$104,152
TOTAL - INCLUDING OPTIONAL TASKS	66	236	278	4	16	600	$125,802	$776	$126,578

Notes

1. The individual hourly rates include salary, overhead and profit. RMC reserves the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
3. This fee estimate is based on the accompanying scope of work and could change based on developments by regulatory agencies or other parties.

CITY OF CLOVERDALE
CITY COUNCIL
RESOLUTION NO 027-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RMC WATER AND ENVIRONMENT TO ASSIST WITH THE NPDES PERMIT APPLICATION AND RENEWAL AND PREPARE A REPORT OF WASTE DISCHARGE

WHEREAS, the City's Wastewater Treatment Plant (WWTP) accumulates treated wastewater over time in a percolation-discharge pond as part of the wastewater treatment discharge process; and

WHEREAS, the NPDES permit for wastewater discharge expires July 31, 2017 and the report of waste discharge (ROWD) application for renewal of the permit is due November 1, 2016 and the city staff does not have the staff time or experience to complete the ROWD application for renewal in a timely manner; and

WHEREAS, the City needs to contract for assistance with the NPDES permit application and renewal and preparation of a ROWD; and

WHEREAS, at the request of the City, RMC Water and Environment submitted a proposal to prepare a (ROWD) application for renewal of NPDES permit, project management and coordination, and permit reissuance negotiation for a proposed fee of $126,578; and

WHEREAS, RMC Water and Environment has the experience and qualifications necessary to provide said services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CLOVERDALE AS FOLLOWS:
The City Manager is hereby authorized to execute a professional services agreement, in substantially the same form as the attached agreement, with RMC Water and Environment to assist with the NPDES permit application and renewal and prepare a report of waste discharge in the not-to-exceed amount of $126,578.

It is hereby certified that the foregoing Resolution No. 027-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 26th day of April, 2016, by the following vote:

AYES in favor of:
NOES:
ABSENT:
ABSTAIN:

APPROVED: ATTESTED:

_____ _____
MaryAnn Brigham, Mayor Linda Moore, Deputy City Clerk

CITY OF CLOVERDALE

City Council/Redev. Agency Agenda Item Summary

Agenda Item: 6
Meeting Date: April 26, 2016

Agenda Section	**Staff Contact**
Consent	Vanessa Apodaca, Interim City Engineer

Agenda Item Title

Resolution No.028-2016 considering award of the CDBG Downtown ADA Accessible Parking Project to Yukon Construction in the amount of $23,993.90, approval of the overall project budget for this project and determination of exemption from the California Environmental Quality Act.

Summary

The Downtown ADA Accessible Parking Project includes constructing new accessible parking spaces on North Cloverdale Boulevard at the Performing Arts Center (PAC) and at the corner of East Second Street and North Cloverdale Boulevard (East 2nd Street).

The PAC portion of the project will consist of removing a section of existing sidewalk; constructing a new accessible curb ramp in accordance with City Standards, installation of a new parking stall and striping the new accessible parking stall.

The East 2nd Street portion of the project will be comprised of re-striping the existing angled parking stall as a new van accessible parking stall in accordance with city standards; striping an accessible path of travel from the new accessible parking stall to an existing curb ramp; and installing new van accessible parking signage in accordance with City Standards.

Construction documents were prepared, 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 April 7, 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 one bid was received as follows:

Yukon Construction: $23,993.90

The engineer's estimate for the bid on the overall project is $23,778.00.

Based on information received, staff has examined the bid submitted by Yukon Construction and found it to be in conformance with the requirements of the bid documents. Based on the bids received and in accordance with the Public Contract Code requirements, staff is recommending that Council authorize award of the CDBG Downtown ADA Accessible Parking Project to Yukon Construction based on their low bid price of $23,993.90. The attached Agreement with Yukon Construction incorporates by reference a number of other documents that were included in their bid package.

<u>Schedule of Construction</u>
It is anticipated that construction will begin on around the end of May or first week of June, weather permitting. The contract documents specify the work must be completed within 15 working days.

Options

1. Approve Resolution authorizing the City Manager to sign a construction contract with Yukon Construction for the Downtown ADA Accessible Parking Project based on their submittal of a bid of $23,993.90, approving a budget of $29,393.90, 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 Yukon Construction and reject all bids received for the Downtown ADA Accessible Parking Project.

Budget/Financial Impact

Based on the bid received by Yukon Construction, the following is the recommended overall budget for this project:

Construction	$23,993.90
Estimated Construction Management/Inspection/Testing	$ 3,000.00
Construction Contingency (10%)	$ 2,400.00
Total Estimated Construction Budget	$29,393.90

This project is funded by the City's 2013-14 CDBG application grant money.

Subcommittee Recommendation

N/A

Recommended Council Action

Move to approve resolution authorizing the City Manager to sign a construction contract with Yukon Construction for the Downtown ADA Accessible Parking Project, approving a budget of $29,393.90, 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 and determining the project to be exempt from the requirements of the California Environmental Quality Act.

Attachments:

1. Resolution No. 028-2016 authorizing the City Manager to sign a construction contract with Yukon Construction for the Downtown ADA Accessible Parking Project

cc:

CITY OF CLOVERDALE
CITY COUNCIL
RESOLUTION NO. 028-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE APPROVING A CONTRACT WITH YUKON CONSTRUCTION TO CONSTRUCT THE CDBG DOWNTOWN ADA ACCESSIBLE PARKING PROJECT

WHEREAS, the City's downtown area currently does not have any ADA accessible parking; and

WHEREAS, the City wishes to improve accessibility to all visitors in the downtown area and to improve infrastructure that allows safe and convenient travel for all users; and

WHEREAS, a bid package for construction of the improvements for the CDBG funded Downtown ADA Accessible Parking Project ("Project") was completed and the project was noticed for public bidding in accordance with California Public Contract Code Section 20162 and other applicable laws; and

WHEREAS, bids for the Project were opened on April 7, 2016 in accordance with Purchasing Ordinance, California Public Contract Code Section 4104.5, and other applicable laws; and

WHEREAS, one bid was received in the amount of $23,993.90 from Yukon Construction; and

WHEREAS, staff has determined that the Yukon Construction's bid satisfies the bidding requirements for the Project; and

WHEREAS, staff has verified that Yukon Construction possesses valid California Contractor's Licenses under the requested Class A as required to qualify to perform the Project; and

WHEREAS, the Project has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of the repair and maintenance of existing streets and involves negligible or no expansion of existing use; and

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

1. The Project is categorically exempt under CEQA in accordance with Section 15301(c) of Title 14 of the California Code of Regulations.
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 Yukon Construction 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 Yukon Construction in the amount of $23,993.90, conditioned on Yukon Construction'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 Yukon Construction, all documents required pursuant to the Project bid documents for performance of the Project.
5. The overall budget for the Project be established at $29,393.90.

It is hereby certified that the foregoing Resolution No. 028-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 26th day of April, 2016, by the following vote:

AYES in favor of:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
MaryAnn Brigham, Mayor

ATTESTED:

_____
Linda Moore, Deputy City Clerk

CITY OF CLOVERDALE

City Council/Successor Agency
Agenda Item Summary

Agenda Item: 7
Meeting Date: April 26, 2016

Agenda Section	Staff Contact
Public Hearing	Vanessa Apodaca, Interim City Engineer

Agenda Item Title

Hearing to consider adopting proposed water and sewer rate structures and approving Resolutions No. 029-2016 and 030-2016 to establish new water and sewer rate schedules in accordance with Proposition 218 (California Constitution Article XIIID) and rescinding Resolutions No. 008-2013 and 009-2013 to revoke existing water and sewer rate schedules.

SUMMARY:
The City last adopted water and rate structures in 2013 in accordance with Proposition 218 (Cal. Const. Article XIIID). Changes in the City's water and sewer utilities including increasing operation and maintenance costs, major system capital improvements, debt service obligations, and decreased revenue relating to the water conservation efforts, require the City to update its water and sewer rate structures in order to ensure the compliance with the law and the financial sustainability of both utilities.

BACKGROUND:
The City of Cloverdale provides water services to over 3,600 residential, commercial, industrial, and irrigation service connections. The City can provide more than 500 million gallons of water per year and maintains over 40 miles of water pipelines, 3,600 service lines, hundreds of fire hydrants, six (6) storage tanks, and two (2) pump stations. The City's water filtration plant has the capacity to produce 4.5 million gallons per day of high quality drinking water. The City's four (4) wells have a total capacity in the summer months of 2.4 million gallons per day. The City also provides sewer services to approximately 3,600 customers, maintaining over 37 miles of sewer mains, and one (1) sewer lift station. The City operates and maintains a sewer treatment plant with capacity to treat up to 2.2 million gallons per day.

Cloverdale's water and sewer utilities are enterprises of the City; each largely supported by water and sewer rates, respectively. The City's current water and sewer rate structures require adjustments to fund the utilities and maintain compliance with Proposition 218, the law that governs water and sewer rates.

In 1996, California voters adopted Proposition 218 which amended the California Constitution to establish a process that public agencies must follow when imposing new or increasing "property-related fees." (Cal. Const. Article XIIID). In 2007, the California Supreme Court ruled that sewer service fees are property-related fees, thus subject to Proposition 218 requirements. The requirements under Proposition 218 are procedural and substantive in nature.

Proposition 218 requires that a public agency mail a notice of the proposed rate changes to all affected property owners or ratepayers and conduct a public hearing to consider the proposed rate change. The notice must include the proposed rate and fee amounts, state how the rates and fees were calculated, the reason for the fees, and the date, time and location of the public hearing in which the agency will consider adopting the rate increase. The notice must inform affected property owners or ratepayers that the rate change is subject to a majority protest, meaning that if more than fifty percent (50%) of affected property owners or ratepayers submit written protests against the proposed rate structure, the new rate structure will not be adopted. The notice must be sent to the affected property owners or ratepayers at least forty-five (45) days before the date of the public hearing.

Proposition 218 further mandates that any property-related fee imposed by a public agency cannot exceed the cost of providing that service by imposing certain restrictions on the rate and fee amounts to be charged, and limiting what costs can be funded by the revenue generated by the proposed rates and fees. The rate or fee charged to a customer cannot exceed the proportional cost of providing service attributable to that customer.

The City last completed the Proposition 218 process to update water and sewer rates in 2013. Council adopted the current water and sewer rate structures by Resolutions No. 008-2013 and 009-2013 on March 13, 2013. Water and sewer rates were last adjusted in July 2015 in accordance with the 2013 rate structures.

Changes in the City's water and sewer utilities including increasing operation and maintenance costs, major system capital improvements, debt service obligations, and decreased revenue relating to the water conservation efforts, require the City to update its water and sewer rate structures.

DISCUSSION:

On June 10, 2015, the City engaged The Reed Group to prepare a Water and Sewer Rate Study (the "Study"), consisting of five (5)-year financial plans for the sewer and water utilities and updates to the rate structures for each utility. The proposed rate structures are based on the financial plans, analyses, findings, and recommendations contained in the Study. The Study was presented to City Council on February 23, 2016 and City Council accepted the report and directed staff to commence the Proposition 218 process. On March 11, 2016, a notice was mailed regarding today's public hearing, as required by Proposition 218, to affected water and sewer customers and the owners of the affected property owners.

Proposed Water Rate Structure

The City's water and sewer rates fund the costs associated with ongoing operations and maintenance, debt service obligations, and capital improvement projects. The Study recommends an increase in water rates in order to ensure the financial stability of the water utility in light of reduced revenue due to drought-related water conservation efforts. The current water rates are insufficient to meet the utility's revenue needs. An increase in water rates is needed to offset the decrease in revenues and ensure that the water utility has sufficient revenue to meet its financial obligations such as the repayment of a $4 million low interest loan from the U.S. Department of Agriculture for the soon-to-be completed water improvements and fund proposed capital improvements projects totaling $3.6 million included in the water utility's five (5)-year plan. Water rates must also be increased in order to ensure that the water utility has the necessary funds in its contingency reserves in accordance with the City's financial policies. These expenditures and policies are the basis for the annual water rate revenue requirement, meaning the water rate funds necessary to meet the utility's annual financial obligations.

The Study outlines a costs of service analysis which reviews the costs of providing water service to customers by customer class. This analysis ensures that the costs of providing water service to customers is proportionate to the extent to which each customer causes the costs to be incurred. The costs of providing service consist of: general customer costs (i.e. meter reading and billing), capacity costs (i.e. potential demand that each customer can place on the water system), and water usage. Customer costs and capacity costs comprise the monthly base charge per customer class. The proposed water rate was designed to recover the costs of providing service from each customer class in order to generate the revenue needed for utility.

The proposed water rate structure will result in an increase in water rates, as follows:

June 2016	7%
July 2017	3%
July 2018	3%
July 2019	3%

The proposed water rate schedule, if adopted, will take effect on June 1, 2016 and will result in an increase in the monthly base charge paid by customers and will eliminate tiered water usage rates for single family customers in light of recent court decisions regarding tiered usage rates. The proposed water usage rate is $4.35 per CCF.

City of Cloverdale
Proposed Monthly Water Rate Schedules (1)

	June 2016	July 2017	July 2018	July 2019
Monthly Base Charges				
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
Water Usage Rates ($/CCF)				
All Water Usage	$ 4.35	$ 4.48	$ 4.61	$ 4.75

Notes:
(1) Water rates outside the City should continue to be 5 percent higher than inside the City.

Water Shortage Rate Surcharges

Drought conditions have had a negative impact on water utility's finances due to the reduction in water sales and revenues. The Study also recommends that the City adopt water shortage surcharges that can be implemented when the City declares a water shortage. The proposed surcharges are one tool the City can use to supplement the decreased water rate revenue and ensure the financial stability of the water utility in the event of continued and prolonged drought conditions. The surcharge is a percentage increase to the normal water rate usage rate that would incrementally increase depending on the stage of shortage. The Study recommends that the City use the following defined stages of water shortage in its 2015 Urban Water Management Plan currently in development as the basis for when the surcharges are to be imposed.

- Normal Condition – No water use reduction required – **No Water Shortage Surcharge**
- Stage 1 – Minor Shortage – 10 to 20 percent water use reduction goal – **6% Water Shortage Surcharge**
- Stage 2 – Moderate Shortage – 20 to 30 percent water use reduction goal – **15% Water Shortage Surcharge**
- Stage 3 – Urgent Shortage – 30 to 40 percent water use reduction goal – **24% Water Shortage Surcharge**
- Stage 4 – Critical Shortage – Over 40 percent water use reduction goal – **32% Water Shortage Surcharge**

City of Cloverdale
Proposed Temporary Water Shortage Rate Surcharges Applied to Water Rates for June 2016 (1)

	Normal Supply Conditions (1)	Stage 1 Minor Shortage (Voluntary)	Stage 2 Moderate Shortage (Mandatory)	Stage 3 Urgent Shortage (Mandatory)	Stage 4 Critical Shortage (Mandatory)
Use Reduction Goal -->	None	10% to 20%	20% to 30%	30% to 40%	> 40%
Wtr. Short. Surch. (2) -->	**None**	**6%**	**15%**	**24%**	**32%**
Monthly Base Charges					
Up to 1" Meter	$ 22.25				
1 1/2" Meter	$ 42.07				
2" Meter	$ 65.85		No Changes to Base Charges		
3" Meter	$ 121.35				
4" Meter	$ 200.63				
Water Usage Rates ($/CCF)					
All Water Usage (3)	$ 4.35	$ 4.61	$ 5.00	$ 5.39	$ 5.74

Notes:
(1) The water shortage rate surcharge percentages are shown applied to the proposed water usage rate for June 2016 for illustrative purposes. The percentages would be applied to any then-current water usage rates when implemented by declaration of a water shortage by the City Council.
(2) The water shortage rate surcharge would be an incremental (percentage) increase in the water usage rate, but would not be applied to monthly base charges.
(3) The water usage rates shown for Stages 1 through 4 incorporate the water shortage rate surcharge.

The proposed surcharges are necessary to address the deficit in water revenue that results when water reduction measures are implemented due to drought conditions.

Proposed Sewer Rate Structure

The sewer utility is in a financially better position than the water utility given its limited debt obligations, however, the system is in need of capital improvements in the amount of $3.6 million dollars and must establish sufficient contingency reserves to meet its future needs. The proposed sewer rate structure consists of moderate increases to the sewer rates in coming years with no increase proposed for this coming fiscal year.

The proposed sewer rate structure will result in rate increases, as follows:

June 2016	0%
July 2017	3%
July 2018	3%
July 2019	3%

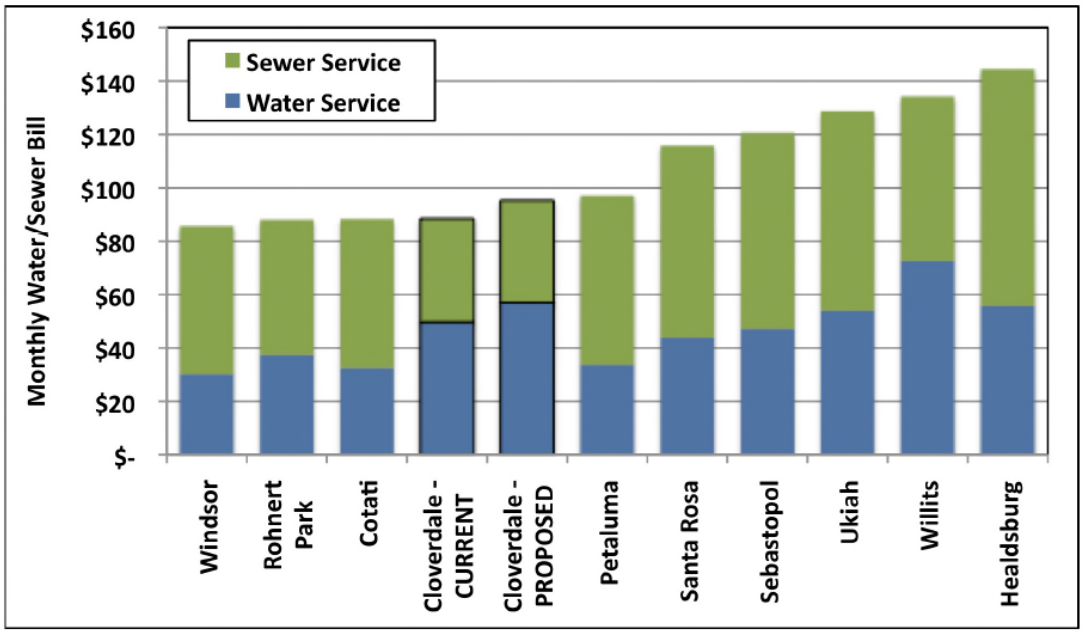
The proposed sewer rates are based on an annual revenue requirement of $1,865,000 to fund the sewer utility. The cost of service analysis calculates the cost of providing sewer service to each customer class based on the services provided and demands placed by the customer on the system. The cost components used to determine the cost of providing service consist of fixed customer costs, and sewer flow, which is estimated based on water usage data, and the strength characteristics of sewage to be treated by the utility's treatment facilities. The loading or strength characteristics of customers' sewage is measured as biochemcial oxygen demand and total suspended solids. Customers are categorized based on strength as low strength, medium strength, high strength, and schools. Sewer service rates also consists of a fixed monthly charge per dwelling unit for residential customers and a base charge based on the connection type (i.e. size of the water meter) for non-residential. Non-residential customers are also charged a usage charge based on strength category and the schools are charged per the average daily attendance.

City of Cloverdale
Proposed Monthly Sewer Rate Schedules

	June 2016	July 2017	July 2018	July 2019
Residential Flat Rates				
Single Family Residential (per DU)	$ 38.20	$ 39.35	$ 40.53	$ 41.75
Multi-Family Residential (per DU)	$ 24.72	$ 25.46	$ 26.22	$ 27.01
Non-Residential Base Charges				
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
Non-Residential Usage Charges ($/CCF)				
Low Strength	$ 4.49	$ 4.62	$ 4.76	$ 4.90
Medium Strength	$ 5.59	$ 5.76	$ 5.93	$ 6.11
High Strength	$ 8.09	$ 8.33	$ 8.58	$ 8.84
Public Schools				
Per 100 ADA	$ 148.15	$ 152.59	$ 157.17	$ 161.89

Comparison of City's Proposed Water and Sewer Rates with Those of Surrounding Jurisdictions

The City's proposed water and sewer rates will remain in the mid-range of water and sewer rates relative to neighboring jurisdictions. A typical monthly single family combined water and sewer service bill will increase from $88.42 to $95.25.



Notes:

(1) Based on current rates in neighboring communities with the base meter size and 8 CCF of water usage and 5 CCF of winter water use (for sewer billing).

Public Outreach Regarding Proposed Water and Sewer Rates

The proposed rate structures have been discussed and presented during previous Subcommittee and Council meetings. In addition to the notice mailed to all affected customers and property owners, an abbreviated notice of today's hearing was published in the on April 7, 2016 and April 21, 2016 in the Reveille.

Budget/Financial Impact

The proposed rate structures will help the City provide reliable, high quality water and sewer services. The current water and sewer rate structures generate an insufficient revenue to fund the utilities. The adoption of a new water rate structure is necessary to ensure that the City's water utility has sufficient revenue to fund current operations, meet its debt obligations, and maintain adequate contingency reserves. The adoption of the proposed sewer rate structure will secure the necessary funds for future capital improvement projects and to grow the utility's contingency reserves.

Subcommittee Recommendation

This Water and Sewer Rate Study was presented to the Finance Administration and Police Subcommittee on January 28, 2016. The Subcommittee recommended it be presented to the full City Council for discussion and direction to staff. The Study was presented to the full City Council on February 23, 2016 and accepted by Resolution No. 018-2016. Council directed staff to commence the Proposition 218 public noticing process and to return to Council and conduct a public hearing on April 26, 2016 to consider the adoption of the rates.

Recommended Council Action

1. Conduct a public hearing on proposed rates for water and sewer services. Determine if a majority protest exists. If no majority protest occurs:
    a. Adopt Resolution No. 029– 2016 adopting a new water service rate schedule in accordance with Proposition 218 (California Constitution Article XIIID) and rescinding Resolution No. 007-2013,

adopted March 13, 2013; and

b. Adopt Resolution No. 030– 2016 adopting a new sewer service rate schedule in accordance with Proposition 218 (California Constitution Article XIIID) and rescinding Resolution No. 008-2013, adopted March 13, 2013.

Attachments:

1. Resolution No. 029– 2016 adopting a new water service rate schedule in accordance with Proposition 218 (California Constitution Article XIIID) and rescinding Resolution No. 007-2013, adopted March 13, 2013.
2. Resolution No. 030– 2016 adopting a new sewer service rate schedule in accordance with Proposition 218 (California Constitution Article XIIID) and rescinding Resolution No. 008-2013, adopted March 13, 2013.
3. PowerPoint presentation

City Of Cloverdale
City Council
Resolution No. 029-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE ADOPTING A NEW WATER SERVICE RATE SCHEDULE IN ACCORDANCE WITH PROPOSITION 218 (CALIFORNIA CONSTITUTION ARTICLE XIIID) AND RESCINDING RESOLUTION NO. 008-2013 ADOPTED MARCH 13, 2013

WHEREAS, the City of Cloverdale provides water services to over 3,600 residential, commercial, industrial, and irrigation service connections; and

WHEREAS, the City is nearing completion of about $4 million dollars in needed water system improvements that have been funded by a low-interest loan from the United States Department of Agriculture and has identified additional capital projects totaling about $3.6 million dollars to rehabilitate and upgrade the water system over the next five(5) years; and

WHEREAS, the current water rate structure needs to be adjusted to ensure the financial stability of the water utility's operating fund given the decrease in water rate revenues due to drought conditions; and

WHEREAS, the City's water utility is an enterprise that is primarily funded by revenues generated by customer rates; and

WHEREAS, Section 13.04.100 "Charges- Water" of the Cloverdale Municipal Code provides for the establishment of water charges by Council resolution following the affirmative vote of a majority of the members of the Council; and

WHEREAS, Proposition 218 amended the California Constitution to establish a process that public agencies must follow when imposing new or increasing "property related fees" (Cal. Const. Article XIIID); and

WHEREAS, water service fees are property-related fees and thus subject to Proposition 218's procedural and substantive requirements; and

WHEREAS, the City previously approved a water rate structure in accordance with Proposition 218 by Resolution No. 008-2013 in 2013 and adopted adjustments based on the rate structure thereafter; and

WHEREAS, the City engaged The Reed Group in 2015 to conduct a comprehensive review of the City's water and sewer rates in accordance with Proposition 218; and

WHEREAS, on February 23, 2016, the City Council accepted a Water and Sewer Rate Study Final Draft Report, dated February 9, 2016, (the "Study") prepared by The Reed Group which revised the City's current water and sewer service rate structures. The Study concludes that there is a need for water and sewer rate increases to meet service and financial requirements; and

WHEREAS, the Study analyzes the number of water customers, projections for customer growth, water revenues, water capital improvement programs, operations and maintenance needs, and customer services costs; and

WHEREAS, the Study also analyzes the financial impact created by continued decreases in water revenue as a result of drought conditions and finds that a deficit in water revenue will occur if current rates are maintained and during water shortages that result in decrease water sales and revenue and recommends the adoption of water shortage surcharges to be imposed upon declaration by Council that a water shortage exists; and

WHEREAS, the Study concludes that the revenues generated under existing water rates are currently insufficient to meet the water utility's revenue requirements, given changes and new developments in the City's water system, including proposed capital improvement projects identified in the utility's five (5)-year plan; and

WHEREAS, the Study recommends an overall water rate increases of 7 percent (7%) in June 2016, and 3 percent (3%) increases in July 2017, July 2018, and July 2019; and

WHEREAS, the Study demonstrates that the recommended rates do not exceed the reasonable cost of providing such service or regulatory activity and, as such, the proposed rates are not levied for general revenue purposes; and

WHEREAS, the Study also demonstrates that the recommended rates result in charges to property owners or ratepayers that do not exceed the proportionate cost of providing water services attributable to the parcel or persons; and

WHEREAS, the City mailed a notice of the public hearing, and notice of oral and written protest procedures against the proposed rate increases to all affected property owners and ratepayers in compliance with California Constitution Article XIII D, Section 6; at least forty-five (45) days in advance of the public hearing at which this Resolution was considered; and

WHEREAS, on April 26, 2016, the City Council duly held the public hearing , and at its conclusion the City Clerk tabulated the number of written and oral protests received, if any, and reported that there was not a majority protest of the proposed rates by owners or authorized representatives of identified property owners or ratepayers receiving water services.

WHEREAS, the Council of the City of Cloverdale found at the hearing that:

(A) The purposes of the updated water services rates established pursuant to this Resolution are to: (1) recover the reasonable estimated cost of the services for which the rates are charged; (2) provide that such costs are allocated among City water customers so as to bear a fair and reasonable relationship to customers' burdens on and benefits from City water services; (3) ensure that charges for water services do not exceed the proportionate cost of providing water services attributable to each parcel; (4) secure the financial stability of the water system; (5) ensure high quality service; and (6) provide a sound financial plan that will assist in funding capital improvement projects necessary to serve water customers.

(B) The updated water service rates established pursuant to this Resolution are not levied for general revenue purposes.

(C) After consideration of the Study, the testimony received at the noticed public hearing, the agenda report, 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 Study by this Resolution.

(D) Adoption of the rates set forth in this Resolution is intended to recover costs necessary to maintain the current level of City water services for current and future City customers. As such, such rates as they relate to provision of water services to City customers are not a "project" within the meaning of the California Environmental Quality Act or C.E.Q.A. (Public Resources Code § 21080(b)(8)(D)).

(E) The Record establishes that the costs listed in the Study as those incurred by the City in providing water services to City customers are reasonable estimates of the cost of providing such services, and that the revisions recommended in the Study for existing water service rates are necessary to recover the reasonable, estimated cost of providing such services for which the rates are charged, to allocate such costs among City customers so that they bear a fair and reasonable relationship to customers' burdens on and benefits from City's water services, to ensure that charges for water services do not exceed the proportionate cost of providing water services attributable to each parcel and to secure the financial stability of City's water utility in accordance with the analyses contained in the Study.

(F) The procedures followed and the rates adopted are in compliance with California Constitution Article XIIID.

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

1. Findings. 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. Study. The City Council adopts the attached Water and Sewer Rate Study – Final Report dated March 2, 2016, attached to and made a part of this Resolution as Exhibit A.

3. Rates. The following is the monthly water rate schedule effective June 1, 2016. The water shortage surcharges shall take effect upon declaration of the Council that a water shortage exists. The surcharges shall be imposed in addition to the water usage rate based on the stage of water shortage declared by Council resolution.

City of Cloverdale
Monthly Water Rate Schedules

	June 2016	July 2017	July 2018	July 2019
Monthly Base Charges				
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
Water Usage Rates ($/CCF)				
All Water Usage	$ 4.35	$ 4.48	$ 4.61	$ 4.75

Notes:
(1) Water rates outside the City should continue to be 5 percent higher than inside the City.

City of Cloverdale
Water Shortage Surcharges Applied to Water Rates for June 2016

	Normal Supply Conditions (1)	Stage 1 Minor Shortage (Voluntary)	Stage 2 Moderate Shortage (Mandatory)	Stage 3 Urgent Shortage (Mandatory)	Stage 4 Critical Shortage (Mandatory)
Use Reduction Goal -->	None	10% to 20%	20% to 30%	30% to 40%	> 40%
Wtr. Short. Surch. (2) -->	**None**	**6%**	**15%**	**24%**	**32%**
Monthly Base Charges					
Up to 1" Meter	$ 22.25				
1 1/2" Meter	$ 42.07				
2" Meter	$ 65.85		No Changes to Base Charges		
3" Meter	$ 121.35				
4" Meter	$ 200.63				
Water Usage Rates ($/CCF)					
All Water Usage (3)	$ 4.35	$ 4.61	$ 5.00	$ 5.39	$ 5.74

Notes:

(1) The water shortage rate surcharge percentages are shown applied to the proposed water usage rate for June 2016 for illustrative purposes. The percentages would be applied to any then-current water usage rates when implemented by declaration of a water shortage by the City Council.

(2) The water shortage rate surcharge would be an incremental (percentage) increase in the water usage rate, but would not be applied to monthly base charges.

(3) The water usage rates shown for Stages 1 through 4 incorporate the water shortage rate surcharge.

4. Effective Date. This Resolution shall become effective immediately, the rate structure shall take effect on June 1, 2016 and the water rate increases shall become effective on June 1, 2016, July 1, 2017, July 1, 2018 and July 1, 2019.

5. Rescission of Prior Water Rate Schedule. Resolution No. 008-2013 adopted March 13, 2013 is hereby rescinded, and all water rate structures and schedules relating to or derived from Resolution No. 008-2013 are hereby rescinded effective June 1, 2016. However, violations, rights or liabilities accrued, or appeals taken, prior to the effective date of this Resolution, under any chapter, ordinance, or any part of an ordinance, resolution or part of a resolution, shall be deemed to remain in full force for the purpose of sustaining any proper suit, action, or other proceedings, with respect to any such violation, right, liability or appeal.

6. Severability. The rates, charges, and all portions of this Resolution are severable. Should any of the rates or any portion of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, the remaining rates, charges and/or portions of the Resolution shall be and continue in full force and effect, except as to those rates, charges and/or portions of this Resolution that have been adjudged invalid. This City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of this Resolution be enforced.

It is hereby certified that the foregoing Resolution No. 029-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 26th day of April, 2016 by the following roll call vote: ()-ayes, ()-noes

AYES :
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
MaryAnn Brigham, Mayor

ATTESTED:

_____
Linda Moore, Deputy City Clerk

City Of Cloverdale
City Council
Resolution No. 030-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE ADOPTING A NEW SEWER RATE SCHEDULE IN ACCORDANCE WITH PROPOSITION 218 (CALIFORNIA CONSTITUTION ARTICLE XIIID) AND RESCINDING RESOLUTION NO. 009-2013 ADOPTED MARCH 13, 2013

WHEREAS, the City of Cloverdale provides sewer services to approximately 3,600 customers, maintaining over 37 miles of sewer mains, and one sewer lift station. The City also operates and maintains a sewer treatment plant with the capacity to treat up to 2.2 million gallons per day; and

WHEREAS, the City's sewer utility is an enterprise that is primarily funded by revenues generated by customer rates; and

WHEREAS, Chapter 13.12 "Sewer System" of the Cloverdale Municipal Code provides for the establishment and operation of a sewer system and the imposition and collection of certain fees and charges from recipients of sewer service; and

WHEREAS, Proposition 218 amended the California Constitution to establish a process that public agencies must follow when imposing new or increasing "property related fees" (Cal. Const. Article XIIID); and

WHEREAS, sewer service fees are property-related fees and thus are subject to Proposition 218's procedural and substantive requirements; and

WHEREAS, the City previously approved a sewer rate structure in accordance with Proposition 218 by Resolution No. 009-2013 in 2013 and adopted adjustments based on the rate structure thereafter; and

WHEREAS, the City engaged The Reed Group in 2015 to conduct a comprehensive review of the City's sewer rates in accordance with Proposition 218; and

WHEREAS, on February 23, 2016, the City Council accepted a Water and Sewer Rate Study Final Draft Report, dated February 9, 2016, (the "Study"), prepared by The Reed Group which revised the City's current sewer service rate structure. The Study concludes that there is a need for water and sewer rate increases to meet service and financial requirements; and

WHEREAS, the Study analyzes the number of sewer customers, projections for customer growth, sewer revenues, sewer capital improvement programs, operations and maintenance needs, customer services costs, and volume and strength of sewer discharge; and

WHEREAS, the Study concludes that the revenues generated under existing sewer rates are insufficient to meet the sewer utility's revenue requirements in subsequent years, given changes and new developments in the City's sewer system, including proposed capital improvement projects identified in the utility's five (5)-year plan; and

WHEREAS, the Study recommends no overall increase in sewer rates in June 2016, however, does recommend adjustments in the rate structure to meet the cost of service requirements. The Study recommends 3 percent (3%) increases in July 2017, July 2018, and July 2019; and

WHEREAS, the Study demonstrates that the recommended rates do not exceed the reasonable cost of providing such service or regulatory activity and, as such, the proposed rates are not levied for general revenue purposes; and

WHEREAS, the Study also demonstrates that the recommended rates result in charges to property owners or ratepayers that do not exceed the proportionate cost of providing sewer services attributable to the parcel or persons; and

WHEREAS, the City mailed a notice of the public hearing, and notice of oral and written protest procedures against the proposed rate increases to all affected property owners and ratepayers in compliance with California Constitution Article XIII D, Section 6; at least forty-five (45) days in advance of the public hearing at which this Resolution was considered; and

WHEREAS, on April 26, 2016, the City Council duly held the public hearing , and at its conclusion, the City Clerk tabulated the number of written and oral protests received, if any, and reported that there was not a majority protest of the proposed rates by owners or authorized representatives of identified property owners or ratepayers receiving sewer services; and

WHEREAS, the Council of the City of Cloverdale found at the hearing that:

(A) The purposes of the updated sewer services rates established pursuant to this Resolution are to: (1) recover the reasonable estimated cost of the services for which the rates are charged; (2) provide that such costs are allocated among City sewer customers so as to bear a fair and reasonable relationship to customers' burdens on and benefits from City sewer services; (3) ensure that charges for sewer services do not exceed the proportionate cost of providing sewer services attributable to each parcel; (4) secure the financial stability of the sewer system; (5) ensure high quality service; and (6) provide a sound financial plan that will assist in funding capital improvement projects necessary to serve sewer customers.

(B) The updated sewer services rates established pursuant to this Resolution are not levied for general revenue purposes.

(C) After consideration of the Study, the testimony received at the noticed public hearing, the agenda report, the background documents to the agenda report, and all correspondence received (together, the "Record"), the City Council of the City of Cloverdale approves and adopts the Study by this Resolution.

(D) Adoption of the rates set forth in this Resolution is intended to recover costs necessary to maintain the current level of City sewer services for current and future City customers. As such, such rates as they relate to provision of sewer services to City customers are not a "project" within the meaning of the California Environmental Quality Act or C.E.Q.A. (Public Resources Code § 21080(b)(8)(D)).

(E) The Record establishes that the costs listed in the Study as those incurred by the City in providing sewer services to City customers are reasonable estimates of the cost of providing such services, and that the revisions recommended in the Study for existing sewer service rates are necessary to recover the reasonable, estimated cost of providing such services for which the rates are charged, to allocate such costs among City customers so that they bear a fair and reasonable relationship to customers' burdens on and benefits from City's sewer services, to ensure that charges for sewer

services do not exceed the proportionate cost of providing sewer services attributable to each parcel and to secure the financial stability of City's sewer utility in accordance with the analyses contained in the Study.

(F) The procedures followed and the rates adopted are in compliance with California Constitution Article XIIID.

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

1. Findings. 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. Study. The City Council adopts the attached Water and Sewer Rate Study – Final Report dated March 2, 2016, attached to and made a part of this Resolution as Exhibit A.

3. Rates.

City of Cloverdale
Monthly Sewer Rate Schedules

	June 2016	July 2017	July 2018	July 2019
Residential Flat Rates				
Single Family Residential (per DU)	$ 38.20	$ 39.35	$ 40.53	$ 41.75
Multi-Family Residential (per DU)	$ 24.72	$ 25.46	$ 26.22	$ 27.01
Non-Residential Base Charges				
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
Non-Residential Usage Charges ($/CCF)				
Low Strength	$ 4.49	$ 4.62	$ 4.76	$ 4.90
Medium Strength	$ 5.59	$ 5.76	$ 5.93	$ 6.11
High Strength	$ 8.09	$ 8.33	$ 8.58	$ 8.84
Public Schools				
Per 100 ADA	$ 148.15	$ 152.59	$ 157.17	$ 161.89

4. Effective Date. This Resolution shall become effective immediately, the rate structure shall take effect on June 1, 2016, and the sewer rate increases shall become effective on July 1, 2017, July 1, 2018 and July 1, 2019.

5. Rescission of Prior Sewer Rate Schedule. Resolution No. 009-2013 adopted March 13, 2013 is hereby rescinded, and all sewer rate structures and schedules relating to or derived from Resolution No. 009-2013 are hereby rescinded effective June 1, 2016. However, violations, rights or liabilities accrued, or appeals taken, prior to the effective date of this Resolution, under any chapter, ordinance, or any part of an ordinance, resolution or part of a resolution, shall be deemed to remain in full force for the purpose of sustaining any proper suit, action, or other proceedings, with respect to any such violation, right, liability or appeal.

6. Severability. The rates, charges, and all portions of this Resolution are severable. Should any of the rates or any portion of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, the remaining rates, charges and/or portions of the Resolution shall be and continue in full force and effect, except as to those rates, charges and/or portions of this Resolution that have been adjudged invalid. This City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of this Resolution be enforced.

It is hereby certified that the foregoing Resolution No. 030-2016 was duly introduced and duly adopted by the City Council of the City of Cloverdale at its regular meeting held on the 26th day of April, 2016 by the following roll call vote: ()-ayes, ()-noes

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
MaryAnn Brigham, Mayor

ATTESTED:

_____
Linda Moore, Deputy City Clerk

City of Cloverdale

Water and Sewer Rate Study Public Hearing

April 26, 2016

The Reed Group, Inc.

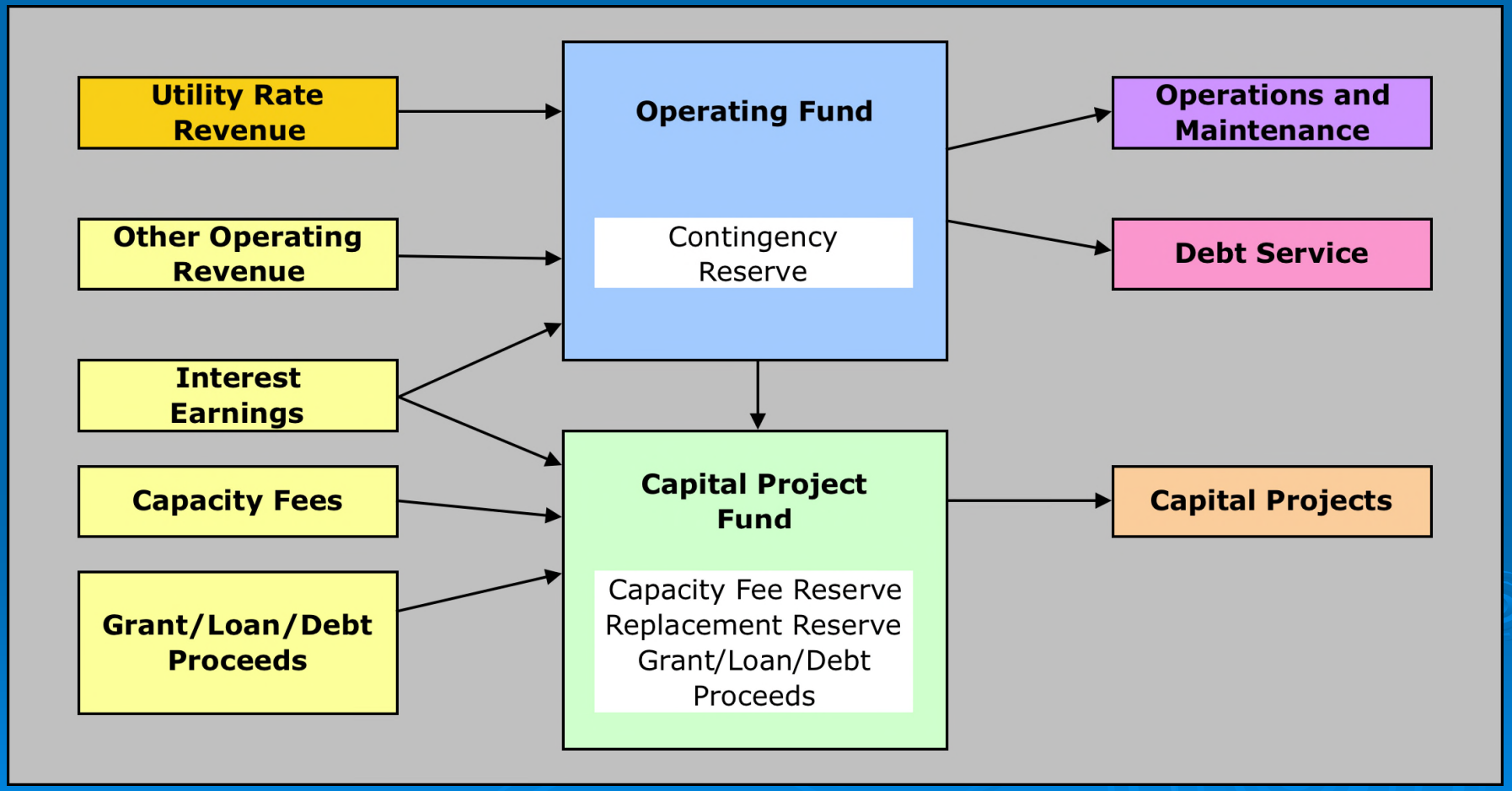
Study Objectives

- Prepare 5-year financial plan model
- Assess current financial situation and ongoing revenue needs
- Perform cost of service analyses to support rate recommendations
- Propose rate structure changes consistent with legal requirements and rate-setting objectives
- Assist with adoption and implementation of new water and sewer rates

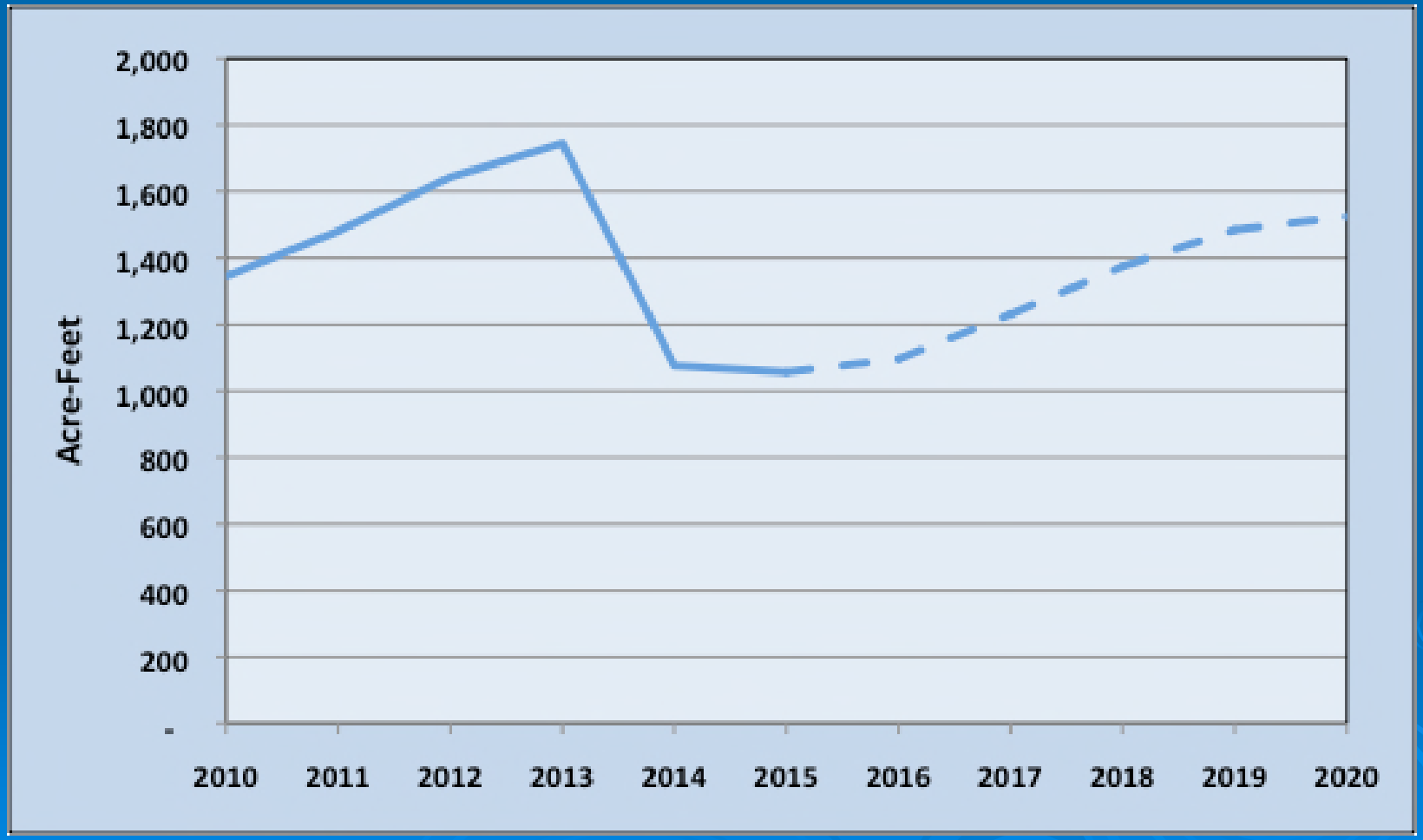
Current Situation

- Water and sewer rates last adjusted in July 2015
- Drought and state-mandated water use reductions have impacted water sales
  - City's water use reductions have exceeded the state mandate
- *San Juan Capistrano* appellate court decision has clarified cost of service requirements
- Water and sewer capital improvement programs are not adequately funded

Financial Plan Schematic



Historical and Estimated Future Water Production



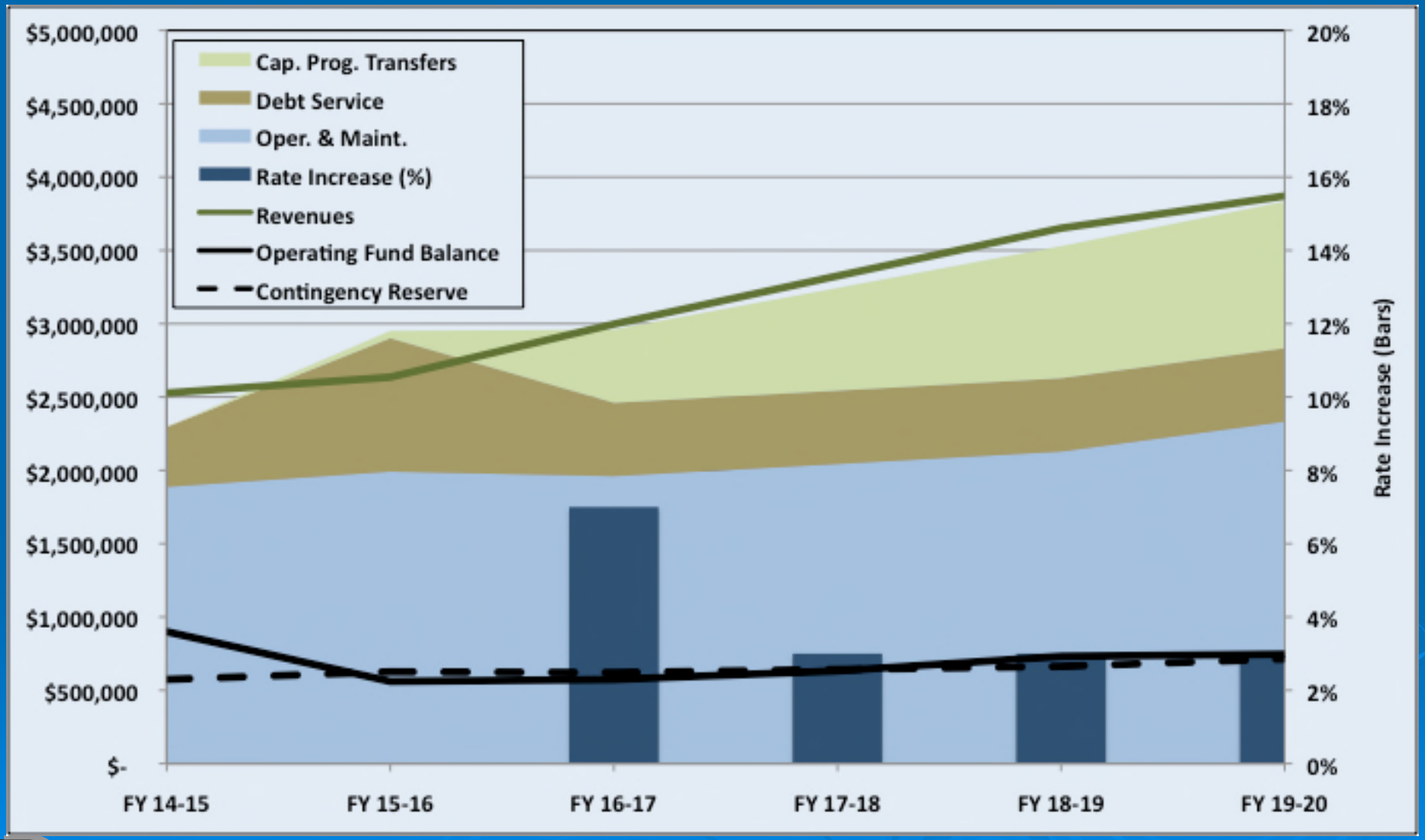
Financial Strategy

- Boost water rates to help fund the planned water system CIP
- Use a portion of available sewer system reserves to help fund the planned CIP
- Gradually implement needed annual water rate increases
- Monitor financial condition during post-drought demand rebound
- Adopt a financial strategy to reduce risk during future water supply shortages

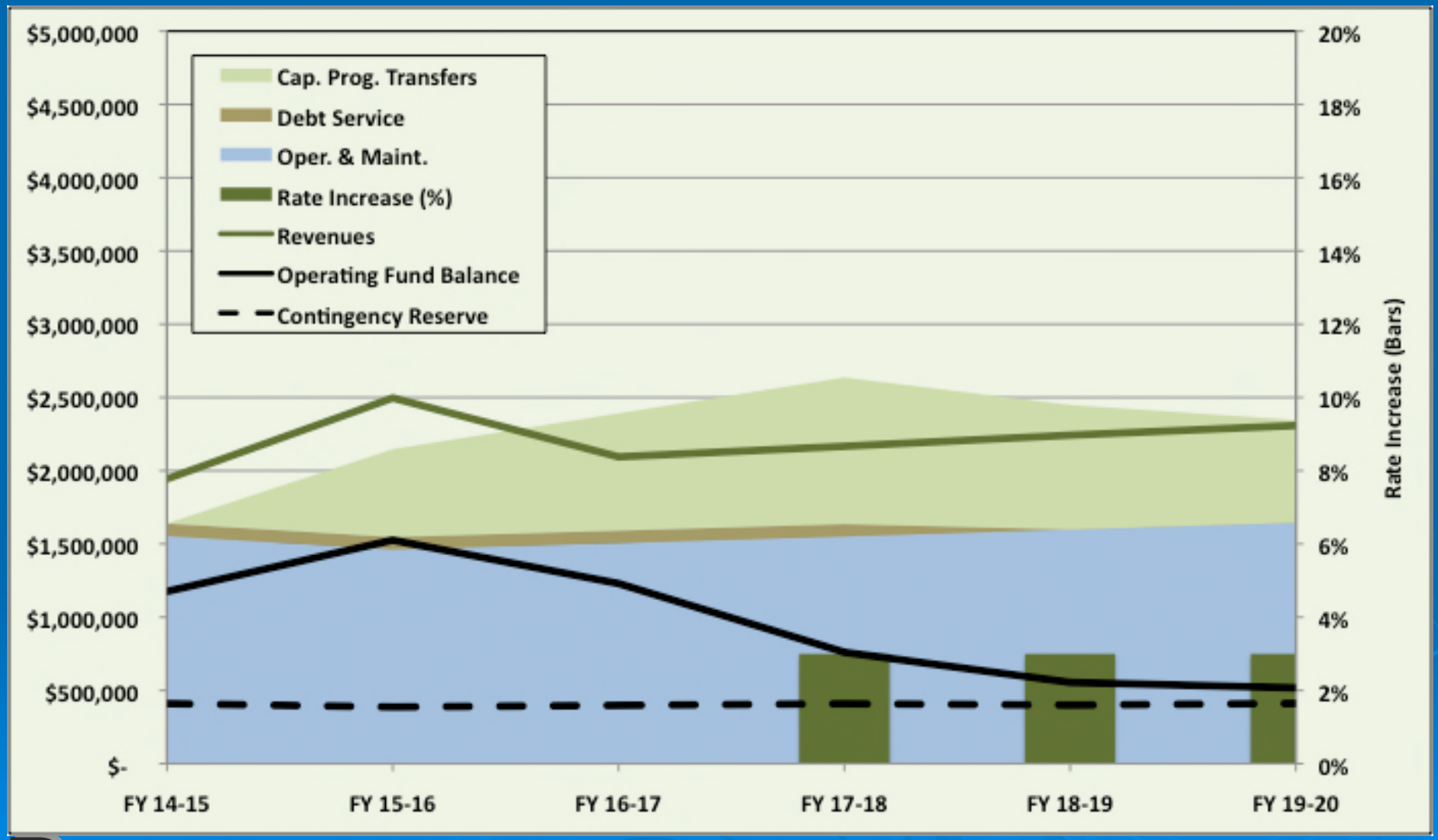
Proposed Water and Sewer Rate Increases

	Water	Sewer
June 2016	7%	0%
July 2017	3%	3%
July 2018	3%	3%
July 2019	3%	3%

Water Financial Plan Summary



Sewer Financial Plan Summary



Proposed Water and Sewer Rate Structure Changes

- Replace the single family 3-tier water usage rate structure with a uniform water usage rate
  - Maintain uniform water usage rate for other customer classes
- Maintain flat sewer service charges for residential customers
- Update water and sewer rates based on cost of service analysis
- Adopt a multi-year rate plan

Proposed Water Rates

	June 2016	July 2017	July 2018	July 2019
Monthly Base Charges				
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
Water Usage Rates ($/CCF)				
All Water Usage	$ 4.35	$ 4.48	$ 4.61	$ 4.75

Notes:

(1) Water rates outside the City should continue to be 5 percent higher than inside the City.

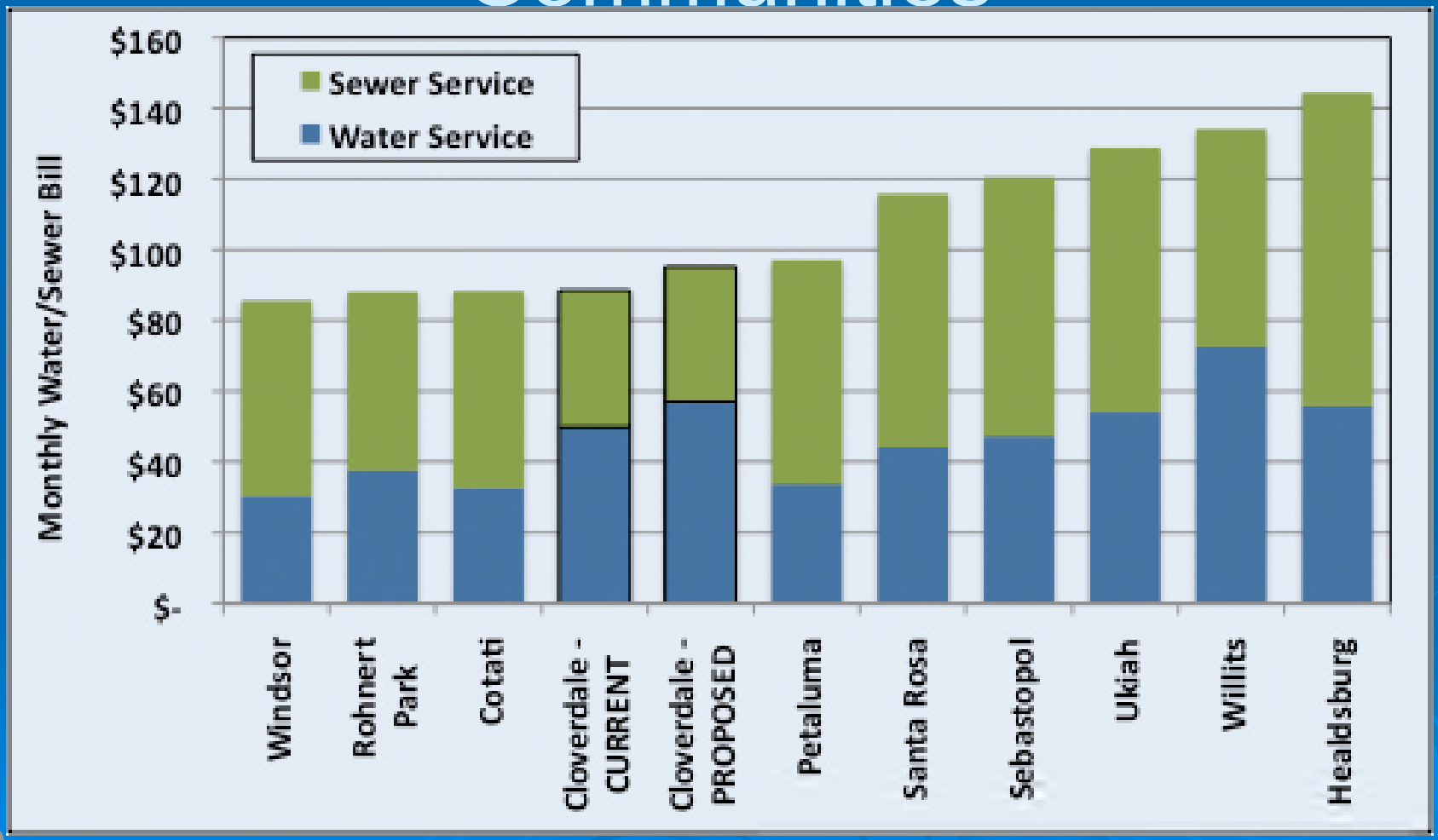
Proposed Sewer Rates

	June 2016	July 2017	July 2018	July 2019
Residential Flat Rates				
Single Family Residential (per DU)	$ 38.20	$ 39.35	$ 40.53	$ 41.75
Multi-Family Residential (per DU)	$ 24.72	$ 25.46	$ 26.22	$ 27.01
Non-Residential Base Charges				
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
Non-Residential Usage Charges ($/CCF)				
Low Strength	$ 4.49	$ 4.62	$ 4.76	$ 4.90
Medium Strength	$ 5.59	$ 5.76	$ 5.93	$ 6.11
High Strength	$ 8.09	$ 8.33	$ 8.58	$ 8.84
Public Schools				
Per 100 ADA	$ 148.15	$ 152.59	$ 157.17	$ 161.89

Sample Water and Sewer Bills for Typical Customers

	Current Rates			Proposed Rates			Change	
	Water	Sewer	Total	Water	Sewer	Total	$s	%
Single Family Residential								
Low Use (5 CCF)	$ 38.80	$ 38.64	$ 77.44	$ 44.00	$ 38.20	$ 82.20	$ 4.76	6%
Average Use (8 CCF)	$ 49.78	$ 38.64	$ 88.42	$ 57.05	$ 38.20	$ 95.25	$ 6.83	8%
High Use (15 CCF)	$ 80.00	$ 38.64	$ 118.64	$ 87.50	$ 38.20	$ 125.70	$ 7.06	6%
Multi-Family Residential								
Duplex (5/8" mtr., 15 CCF)	$ 80.80	$ 58.10	$ 138.90	$ 87.50	$ 49.44	$ 136.94	$ (1.96)	-1%
Apart. w/ 6 DUs (1" mtr, 30 CCF)	$ 141.10	$ 174.30	$ 315.40	$ 152.75	$ 148.33	$ 301.08	$ (14.32)	-5%
Apart. w/ 28 DUs (2" mtr., 140 CCF)	$ 621.11	$ 813.40	$1,434.51	$ 674.85	$ 692.23	$1,367.08	$ (67.43)	-5%
Non-Residential								
Medical Office (1" mtr., 28 CCF)	$ 133.06	$ 130.15	$ 263.21	$ 144.05	$ 136.64	$ 280.69	$ 17.48	7%
Retail (1" mtr. 12 CCF)	$ 68.74	$ 60.71	$ 129.45	$ 74.45	$ 64.80	$ 139.25	$ 9.80	8%
Laundromat (2" mtr., 180 CCF)	$ 781.91	$ 805.04	$1,586.95	$ 848.85	$ 838.50	$1,687.35	$ 100.40	6%
Hotel (2" mtr, 60 CCF)	$ 299.51	$ 347.24	$ 646.75	$ 326.85	$ 365.70	$ 692.55	$ 45.80	7%
Restaurant (2" mtr., 90 CCF)	$ 420.11	$ 724.94	$1,145.05	$ 457.35	$ 758.40	$1,215.75	$ 70.70	6%
City Park (3" mtr., 500 CCF)	$2,116.44	n/a	$2,116.44	$2,296.35	n/a	$2,296.35	$ 179.91	9%

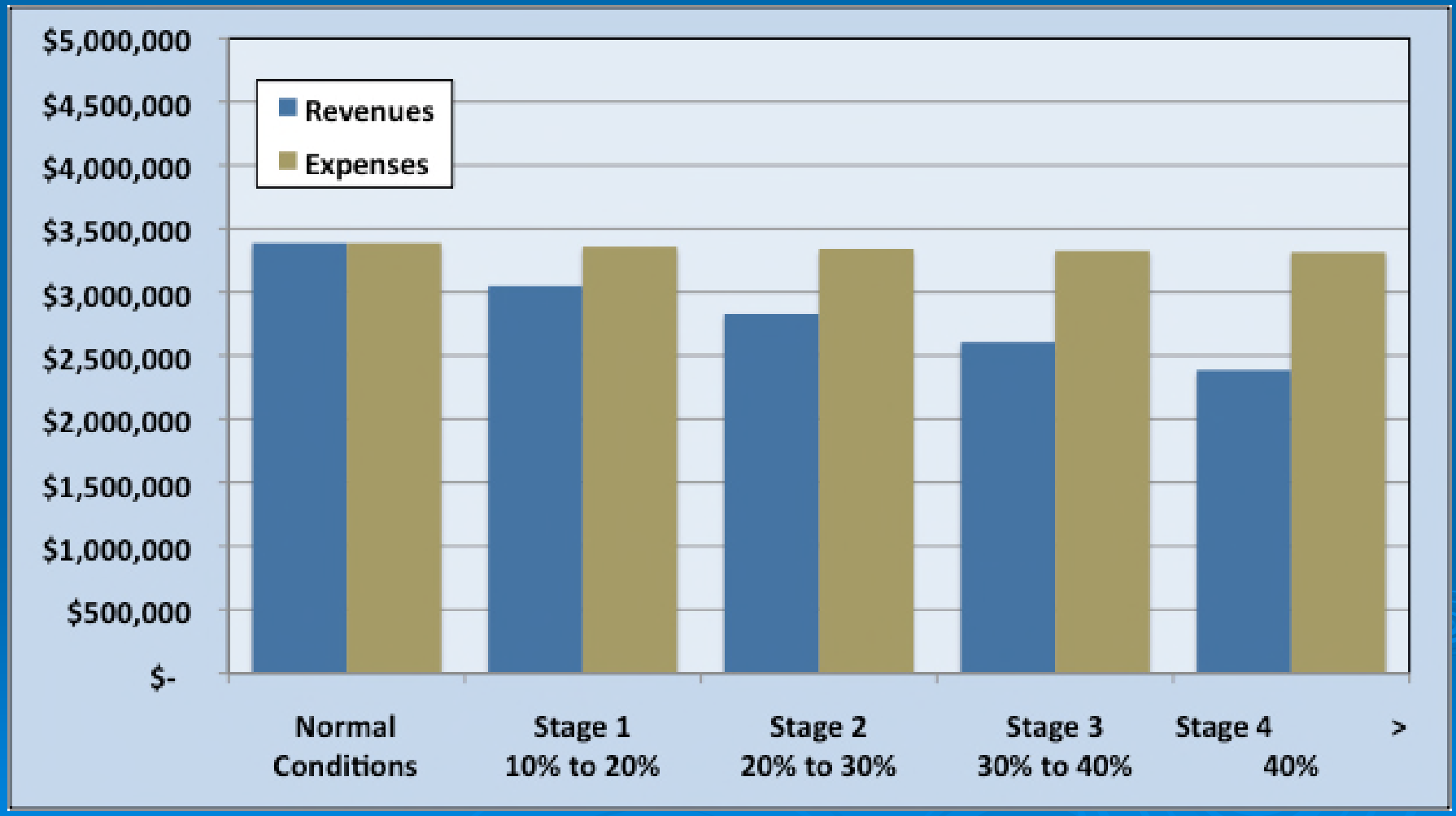
Comparison of Single Family Water/Sewer Bills with Other Communities



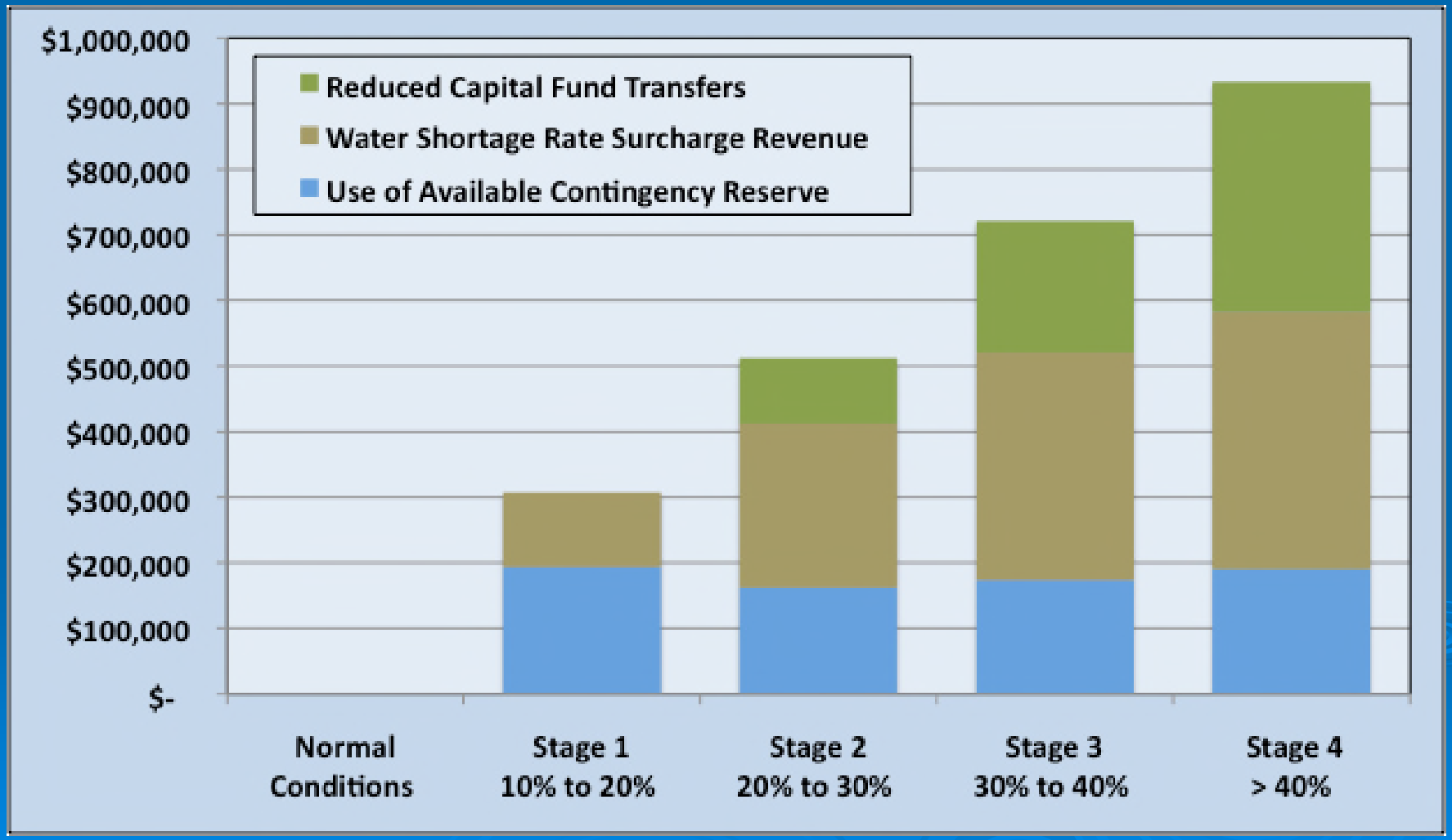
Financial Impact of Water Shortages

- Drought conditions can create financial instability as reduced water sales result in a financial deficit
- Recommend a multi-prong strategy for offsetting the impact of drought
  - Use portion of contingency stabilization reserve
  - Adopt temporary water shortage rate surcharge
  - Reduce CIP transfers in severe conditions

Water Shortage Financial Deficits



Water Shortage Financial Strategy



Temporary Water Shortage Rate Surcharges

	Normal Supply Conditions (1)	Stage 1 Minor Shortage (Voluntary)	Stage 2 Moderate Shortage (Mandatory)	Stage 3 Urgent Shortage (Mandatory)	Stage 4 Critical Shortage (Mandatory)
Use Reduction Goal -->	None	10% to 20%	20% to 30%	30% to 40%	> 40%
Wtr. Short. Surch. (2) -->	**None**	**6%**	**15%**	**24%**	**32%**
Monthly Base Charges					
Up to 1" Meter	$ 22.25				
1 1/2" Meter	$ 42.07				
2" Meter	$ 65.85		No Changes to Base Charges		
3" Meter	$ 121.35				
4" Meter	$ 200.63				
Water Usage Rates ($/CCF)					
All Water Usage (3)	$ 4.35	$ 4.61	$ 5.00	$ 5.39	$ 5.74

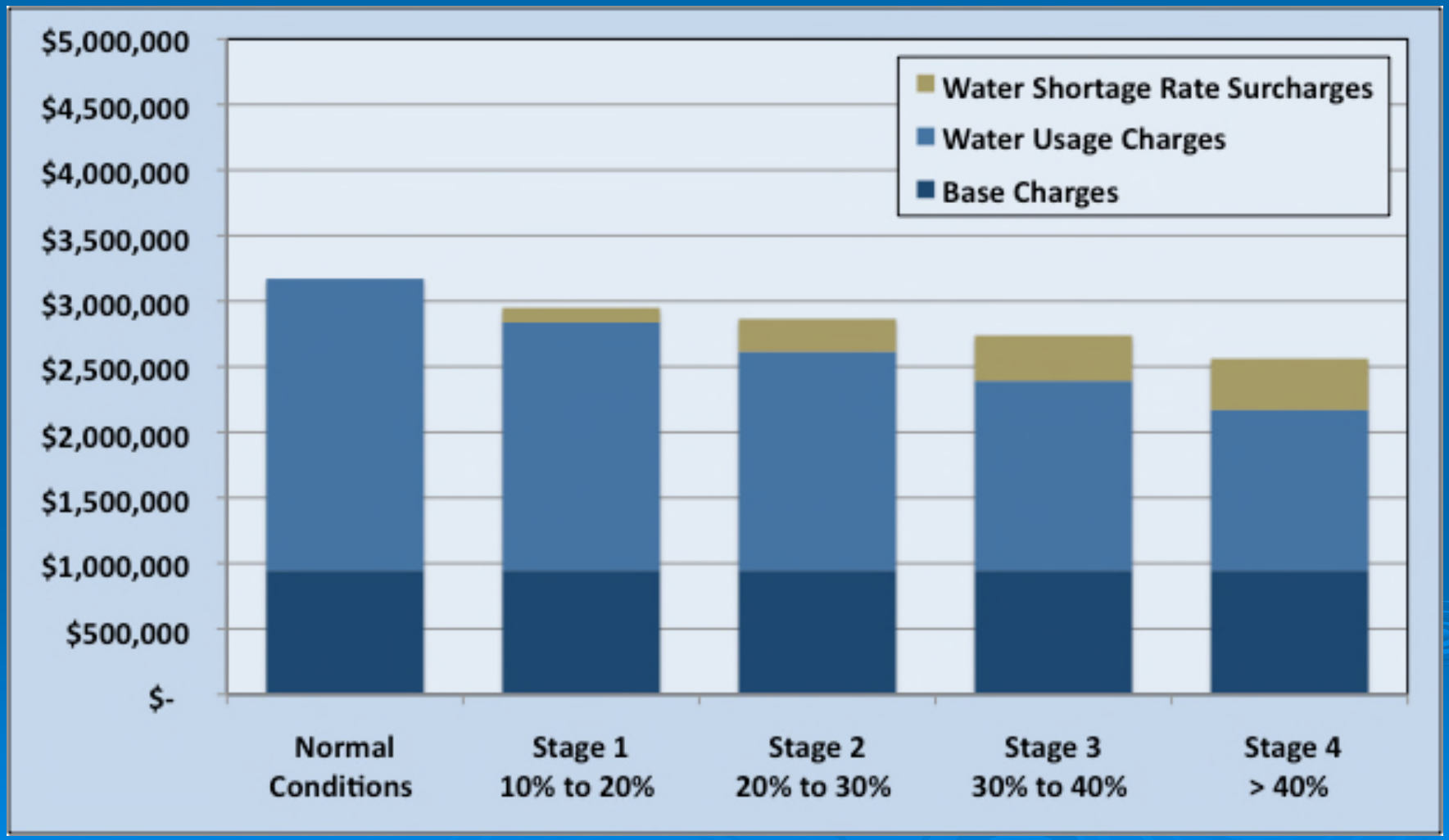
Notes:

(1) The water shortage rate surcharge percentages are shown applied to the proposed water usage rate for June 2016 for illustrative purposes. The percentages would be applied to any then-current water usage rates when implemented by declaration of a water shortage by the City Council.

(2) The water shortage rate surcharge would be an incremental (percentage) increase in the water usage rate, but would not be applied to monthly base charges.

(3) The water usage rates shown for Stages 1 through 4 incorporate the water shortage rate surcharge.

Water Shortage Rate Revenue



Bill Impacts of Shortage Strategy

Water Shortage Stage	Water Use Reduction Goal	Monthly Water Use (CCF)	Base Charge	Water Usage Charge	Water Shortage Charge	Total Water Bill	% Change from Normal Bill
Average Single Family Customer Meeting Reduction Goals							
Normal Supply Conditions	None	11	$ 22.25	$ 47.85	$ -	$ 70.10	
Stage 1 Minor Shortage	10% to 20%	9	$ 22.25	$ 39.15	$ 2.35	$ 63.75	**-9.1%**
Stage 2 Moderate Shortage	20% to 30%	8	$ 22.25	$ 34.80	$ 5.22	$ 62.27	**-11.2%**
Stage 3 Critical Shortage	30% to 40%	7	$ 22.25	$ 30.45	$ 7.31	$ 60.01	**-14.4%**
Health & Safety Per Capita Limit	> 40%	6	$ 22.25	$ 26.10	$ 8.35	$ 56.70	**-19.1%**
Average Single Family Customer With No Water Use Reduction							
Normal Supply Conditions	None	11	$ 22.25	$ 47.85	$ -	$ 70.10	
Stage 1 Minor Shortage	10% to 20%	11	$ 22.25	$ 47.85	$ 2.87	$ 72.97	**4.1%**
Stage 2 Moderate Shortage	20% to 30%	11	$ 22.25	$ 47.85	$ 7.18	$ 77.28	**10.2%**
Stage 3 Critical Shortage	30% to 40%	11	$ 22.25	$ 47.85	$ 11.48	$ 81.58	**16.4%**
Health & Safety Per Capita Limit	> 40%	11	$ 22.25	$ 47.85	$ 15.31	$ 85.41	**21.8%**

Summary

- Water and sewer rate increases are needed to meet service and financial obligations
- Proposed water and sewer rates reflect proportionality requirements for cost of service
- Multi-year rate increases intended to ease impacts while still meeting financial needs
- Water shortage strategy and temporary surcharges provide tools to mitigate financial risk in future shortages

CITY OF CLOVERDALE

City Council/Successor Agency Agenda Item Summary

Agenda Item: 8
Meeting Date: April 26, 2016

Agenda Section	**Staff Contact**
New Business	Paul Cayler, City Manager

Agenda Item Title

Action to Appoint a City of Cloverdale Alternate to the City Selection Committee and the Sonoma County Mayors' and Council Members' Association Board of Directors

Summary

At the City Council meeting of April 12th, the City Council requested that an agenda item be placed on an upcoming agenda in order that an alternate representative be officially appointed for the City Selection Committee and the Sonoma County Mayors' and Council Members' Association (SCMCMA) Board of Directors. Typically, the Mayor serves as Cloverdale's official voting representative at the City Selection Committee and SCMCMA. The Clerk of the Board of Supervisors convenes the City Selection Committee. In the absence of the Mayor, the Cloverdale City Council has not officially named an authorized alternate City representative. In terms of background, there are a number of regional boards and agencies wherein the nine Sonoma County cities may appoint a municipal representative. These appointments are made through the City Selection Committee, which is usually made up of the respective City Mayors. Usually, City Selection Committee appointments are made as part of the first annual meeting of the SCMCMA Board of Directors, which happens in January. This year there is a subsequent City representative appointment to the Remote Access Network (RAN) Board that the City Selection Committee determine at the next SCMCMA meeting on May 12, 2016, in the City of Sonoma. Mayor Brigham will not be able to attend the meeting on May 12th, therefore the purpose of this agenda item is for the Cloverdale City Council to officially appoint an alternate representative. Once the Council adopts its alternate representative, then the City Manager will communicate the Council's action to Sonoma County Board of Supervisors Clerk of the Board, and the Clerk of the SCMCMA Board of Directors.

Options

1) Appoint alternate representative; or 2) Reject alternate representative.

Budget/Financial Impact

None.

Subcommittee Recommendation

None.

Recommended Council Action

The City Manager recommends that the City Council by minute order appoint an official alternate representative to the City Selection Committee and the Sonoma County Mayors' and Council Members' Association (SCMCMA) Board of Directors.

Attachments: None.

cc:

CITY OF CLOVERDALE

City Council/Successor Agency Agenda Item Summary

Agenda Item: 9
Meeting Date: April 26, 2016

Agenda Section	**Staff Contact**
New Business	Paul Cayler, City Manager

Agenda Item Title

Action on Annual Agreement Between the Sonoma County YMCA and the City of Cloverdale for the Operation of Summer 2016 Swimming Pool Program

Summary

The City of Cloverdale is interested in continuing the operation of the pool at the Veterans' Hall, and its annual swim program for the benefit of the Community. There are two separate components for this important community benefit: a license agreement and an annual operations agreement with the Sonoma County YMCA. The pool, which is located at the Veterans Memorial Building, is owned by the County of Sonoma ("County") and available for the City's use pursuant to a revocable license agreement between the City and the County. The license agreement is primarily for the maintenance of the pool and allows City use of the pool. Two years ago, the license agreement was amended in order that the City and County may annually administratively extend the license agreement through June 20, 2018. It should be noted that there is one more annual administrative extension on the current County revocable license agreement. The license agreement sets the annual payment due by the City to the County for 2016 to equal $2,622.85

For the pool swim program, the City enters into an annual agreement with Sonoma County Family YMCA. The City needs to move the request for the YMCA program agreement approval forward now to accommodate the proposed opening of the pool for the Memorial Day weekend 2016. The YMCA has reviewed the proposed agreement and is prepared to execute it. The YMCA handles the entire swim program which consists of public swim, lessons and special programs. The YMCA hires local trained lifeguard personnel to provide a safe environment for the citizens and youth of Cloverdale. The services to be performed under this Agreement generally consist of providing supervision, cleaning, monitoring, staffing, administration and maintenance necessary for swimming programs and lessons available to the public during the months of May, June, July and August, 2016.

Options

1) Reject the proposed agreement with the YMCA; or 2) Approve the proposed agreement.

Budget/Financial Impact

The total cost of the 2 components of the pool program has historically been approximately $12,000. We anticipate the cost to be the same for Fiscal Year 16/17. The cost for the City to fund the pool program via the agreement with the YMCA is not-to-exceed $10,000 for Fiscal Year 16/17 (which will be reflected as part of the Community Support Budget.). The additional cost is the license agreement payment to Sonoma County equal to $2,622.85.

In past years, as an offset to the cost of funding the pool program the City annually has received approximately a $5,000 to $10,000 grant from the Marilyn Sink Memorial Swim Fund. This grant has significantly reduces the overall costs to the City of Cloverdale to provide this program for the residents of Cloverdale. Mr. Tom Sink, trustee of the Marilyn Sink Memorial Swim Fund, says that the foundation will contribute to the 2016 swim program. Marilyn Sink Memorial Swim Fund's generous support to water safety in Cloverdale is a wonderful community asset.

Subcommittee Recommendation

None.

Recommended Council Action

The City Manager recommends that the City Council by minute order take the following action: "The Cloverdale City Council hereby approves a professional services agreement between the City of Cloverdale and the Sonoma County YMCA for the 2015 Swim Season, and further authorizes the City Manager to execute the necessary agreement."

Attachments:

1) Proposed profession services agreement between City of Cloverdale and Sonoma County YMCA for Summer 2016 Swimming Pool Program.
2) Letter from Caroline Judy, Director of the Sonoma County General Services Department dated April 6, 2016, which extended the term of the license agreement through June 30, 2017.

cc:

CITY OF CLOVERDALE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016, by and between the City of Cloverdale, a California Municipal Corporation, 124 North Cloverdale Boulevard, Cloverdale, California, 95425, hereinafter referred to as "City", and Sonoma County Family YMCA, hereinafter referred to as "YMCA."

RECITALS

WHEREAS, the City has operated a summer swim program at the Cloverdale Veterans Memorial Building Swimming Pool ("Facilities"); and

WHEREAS, the Facilities are owned by the County of Sonoma ("County") and available for the City's use pursuant to a revocable license agreement between the City and the County; and

WHEREAS, the license agreement as currently in effect between the City and County concerning the City's use of the Facilities ("License Agreement") has a term of (insert new term of license agreement); and

WHEREAS, pursuant to provision 3(b) of the License Agreement, the City is authorized to contract with the YMCA to provide the necessary personnel to operate the Facilities during the License Agreement term, subject to the YMCA providing the City and the County liability protection as specified in Sections 15, 17 and 18 of the License Agreement, and all other terms of the License Agreement; and

WHEREAS, the License Agreement requires that liability protection specified in Sections 15, 17 and 18 of the License Agreement be specified in any agreement between the City and the YMCA concerning the Facilities; and

WHEREAS, the City and the YMCA desire to continue to provide a summer swimming program benefiting the citizens of Cloverdale as in past years; and

WHEREAS, the City Council authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.08 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE**,** City and YMCA, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES

The services to be performed under this Agreement (the "Services") generally consist of providing supervision, cleaning, monitoring, staffing, administration and maintenance

necessary for swimming programs and lessons available to the public during the months of May, June, July and August, 2016 subject to the terms of this Agreement. The Services are further described in **Exhibit A**, which is attached to and made a part of this Agreement.

2. TERM

The Agreement term will commence on May 27, 2016, and expire on September 30, 2016.

3. LICENSE AGREEMENT GOVERNS

This Agreement is subject to the terms of the License Agreement between the City and the County, which is attached to and made a part of this Agreement as **Exhibit B**. In the event of any conflict between the terms of this Agreement and the License Agreement, the terms of the License Agreement will govern.

4. THIRD PARTY BENEFICIARY

The County is intended to be and will be a third-party beneficiary in accordance with California Civil Code Section 1559 with respect to provisions 3, 5,12, 13, 14, and 22 of this Agreement. The County will have all the rights, including, but not limited to, the right of enforcement, with respect to such provisions as are afforded to third party beneficiaries in accordance with California Civil Code Section 1559 and other applicable provisions of law.

5. FACILITIES AND YMCA'S USE RIGHTS

The parties understand and agree that YMCA's right to use the Facilities pursuant to this Agreement is in the nature of a revocable license and not a lease. The City represents that the Facilities are in adequate working order. The City will provide or arrange to be provided customary repairs and maintenance in addition to the maintenance for which the YMCA is responsible as described in **Exhibit A**. The parties understand and agree that they do not contemplate that City will perform any major repairs or maintenance to the Facilities during the term of this Agreement.

6. PROGRAM FEES, PAYMENT TERMS AND NOT TO EXCEED AMOUNT

A. In consideration of YMCA's performance of the Services in accordance with this Agreement, City agrees to make available the Facilities for YMCA's performance of the Services without charge to YMCA. The City will provide basic telephone services at the Facilities at no cost to the YMCA. However, the YMCA will reimburse the City, or the City may deduct from amounts otherwise payable to the YMCA under this Agreement, all long distance telephone charges incurred by YMCA or its officers, employees, agents or program participants.

B. YMCA will establish program fees for participation in programs offered pursuant to YMCA's performance of the Services. YMCA will endeavor to set program fees at levels that

will fund most or all of the cost of performing the Services. If program fees received from program participants exceed the cost of the Services performed by YMCA in accordance with this Agreement, YMCA will retain such excess program fees.

C. City will reimburse the YMCA for its costs incurred for Services that are actually performed in accordance with this Agreement to the extent such costs exceed program fees charged to program participants. However, in no event will the City's obligation to pay the YMCA under this Agreement exceed $10,000, (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms.

D. To be eligible for reimbursement, YMCA statements of expense incurred in excess of program fees must be submitted by October 30, 2014, and must include a statement of revenues and expense, an accounting of the number of program participants, and a statement of income/loss for each program conducted by the YMCA pursuant to this Agreement. The YMCA must maintain adequate records to permit inspection and audit of YMCA's expenses and revenue under this Agreement. YMCA will make such records available to City during normal business hours upon reasonable notice. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the YMCA's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

7. TIME OF PERFORMANCE

YMCA will commence performance of the Services by May 27, 2016, and conclude performance of the Services by the expiration date in accordance with Section 2 of this Agreement.

8. INDEPENDENT CONTRACTOR

YMCA and City agree that the YMCA will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by YMCA in the performance of the Services will not be employees or agents of the City.

9. SUBCONTRACTING

City understands that YMCA does not intend to subcontract any portion of the Services. Prior to subcontracting any portion of the Services, YMCA must first obtain the prior written approval of the City. If the City authorizes YMCA to subcontract any portion of the Services, YMCA will be solely responsible for payment of any subcontractors. No contractual relationship will exist between any subcontractors of the YMCA and the City.

10. STANDARD OF PERFORMANCE

YMCA will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which YMCA is engaged in the geographical area in which YMCA practices its profession and will prepare all work products required by this Agreement in a substantial, first-class manner. YMCA will comply with federal, state and local laws applicable to performance of the Services, including but not limited to California Health and Safety Code sections 116028 and 116033 pertaining to lifeguard service and public swimming pool instruction regulations.

11. NON-LIABILITY OF COUNTY AND CITY

The City and the County and the officers, agents, employees and volunteers of each of them shall not be liable to YMCA for any loss or damage to YMCA or YMCA's property from any cause. YMCA expressly waives all claims against the City and the County and the officers, agents, employees and volunteers of each of them unless such injury is caused by or due to the sole or active negligence or willful misconduct of the City, the County, or the officers, agents, employees or volunteers of either of them.

12. INDEMNIFICATION

A. YMCA agrees to protect, defend, indemnify and hold harmless the City and the County and their elected or appointed boards, officers, agents, employees and volunteers from claims, liabilities, expenses or damages, including attorney fees, arising out of or related to the negligent acts or omissions of the YMCA in the performance of the Services.

B. City agrees to protect, defend, indemnify and hold harmless the YMCA and its elected or appointed boards, officers, agents, employees and volunteers from claims, liabilities, expenses or damages, including attorney fees, arising out of or related to the negligent acts or omissions of the City in the performance of the City's obligations under this Agreement.

13. INSURANCE

With respect to use and performance of the Services, YMCA shall maintain and shall require any subcontractors to maintain insurance as described below:

A. **Workers Compensation and Employers Liability Insurance**

1. Required if YMCA has employees.

2. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

3. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

4. Required Evidence of Insurance: Certificate of Insurance.

B. **General Liability Insurance.**

1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

2. Minimum Limits: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If YMCA maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by YMCA.

3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by City. YMCA is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether YMCA has a claim against the insurance or is named as a party in any action involving the City or County of Sonoma.

4. City of Cloverdale and County of Sonoma, their officers, agents and employees shall be additional insureds for liability arising out of the YMCA's ongoing operations. (ISO endorsement CG 20 26 or equivalent.)

5. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

6. The policy shall cover inter-insured suits between County of Sonoma and YMCA and between City and YMCA and include a "separation of insureds" or "severability" clause which treats each insured separately.

7. Required Evidence of Insurance:

a. Copy of the additional insured endorsement or policy language granting additional insured status; and

b. Certificate of Insurance.

C. **Automobile Liability Insurance**.

(*Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)*

1. Minimum Limits: $1,000,000 combined single limit per accident.

2. Insurance shall apply to all owned autos. *(Required if YMCA owns vehicles.)*

3. Insurance shall apply to all hired and non-owned vehicles.

4. *Required Evidence of Insurance*: Certificate of Insurance.

D. **Standards for Insurance Companies**

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

E. **Documentation**

1. The Certificate of Insurance must include the following reference: Revocable License Agreement for Use of County of Sonoma Facilities-Cloverdale Veterans Memorial Building Swimming Pool.

2. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. YMCA agrees to maintain current Evidence of Insurance on file with CITY for the required period of insurance.

3. The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Cloverdale, 124 North Cloverdale Blvd. Cloverdale California and the County of Sonoma, their officers, agents and employees, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403. .

4. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

5. YMCAshall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

F. **Policy Obligations**

YMCA's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

G. **Material Breach**

If YMCA fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. City, at its sole option, may terminate this Agreement and obtain damages from YMCA resulting from said breach.

14. LIABILITY FOR LOSS OR DAMAGE TO COUNTY PROPERTY

YMCA shall be liable to City and the County for any loss or damage to the Facilities arising from or in connection with YMCA's performance hereunder or that of any of its officers, agents, employees or volunteers.

15. NON-DISCRIMINATION

During the performance of this Agreement, YMCA will not discriminate against any employee of the YMCA or applicant for employment because of race, religion, creed, color, national origin, sex, or age. YMCA will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

16. TERMINATION

Either City or YMCA may terminate this Agreement following written notice to the other party of failure to comply with the terms of this Agreement. If the party to whom notice is given fails to satisfactorily cure such non-compliance within five (5) calendar days, or such longer time as may be permitted in the notice, this Agreement will terminate effective the first calendar day following the expiration of the cure period specified in the notice. In addition, either City or YMCA may terminate this Agreement on a minimum of 90 days prior written notice to the other party specifying the termination effective date. The YMCA's obligations under provision 12 of this Agreement will survive the expiration or termination of this Agreement.

17. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, YMCA, and their successors. Except as otherwise provided herein, neither City nor YMCA may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

18. REPRESENTATIVES

The City representative for purposes of this Agreement will be Paul Cayler, City Manager. The YMCA representative for purposes of this Agreement will be Michelle Head. The parties designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the

Services in a timely and expeditious fashion.

19. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and YMCA and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a writing signed by a representative authorized to bind the YMCA and a representative authorized to bind the City.

20. CONFLICT OF INTEREST PROHIBITION

City and YMCA will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 18110 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other ethics laws applicable to the performance of the Services and/or this Agreement.

The YMCA may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the YMCA's obligations pursuant to this Agreement. The YMCA agrees to cooperate fully with the City and to provide any necessary and appropriate information requested by the City or any authorized representative concerning potential conflicts of interest or prohibitions concerning the YMCA's obligations pursuant to this Agreement.

YMCA may not employ any City official, officer or employee in performance of the Services, nor may any official, officer or employee of the City have any financial interest in this Agreement that would violate California Government Code Section 1090 and following. YMCA hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If YMCA was an employee, agent, appointee, or official of the City in the previous twelve months, YMCA warrants that it did not participate in any manner in the forming of this Agreement. YMCA understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and YMCA will not be entitled to any compensation for YMCA's performance of the Services, including reimbursement of expenses, and YMCA will be required to reimburse the City for any sums paid to the YMCA under this Agreement. YMCA understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by the YMCA of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

21. APPLICABLE LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement.

22. RECOVERY OF ATTORNEY'S FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

23. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

24. NO IMPLIED WAIVER OF BREACH.

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on this _____ day of _____, 2016.

City

By: _____
Paul Cayler

Its: City Manager

YMCA

By: _____

Its:

ATTEST:

By: _____
Linda Moore, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Jose M. Sanchez, City Attorney

Exhibits: Exhibit A – Scope of Services
Exhibit B – License Agreement between the City and the County

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT A

SONOMA COUNTY FAMILY YMCA AQUATIC SERVICES

1. The YMCA will utilize the Swimming Pool facility at the Veterans Memorial Building for recreational swim time and swim lessons commencing on or about May 27, 2016 through September 30, 2016 subject to the terms of this Agreement and the License Agreement between City and County.

2. The YMCA shall provide daily cleanup, daily monitoring of water chemistry, and daily cleaning of the pool. All Facilities, including the pool, bathhouse, deck area, shower room and fenced pool area shall be kept in a neat, safe, hazard-free, and clean condition at all times and shall meet all health department regulations.

3. The YMCA shall provide all pool management, guards, swim instructors and others necessary and said staff shall be under the exclusive management and control of the YMCA.

4. The YMCA, its employees and any subcontractors shall comply with all laws and regulations, including, but not limited to California Penal Code Section 11166.5 (concerning reporting responsibilities of those that work with children) and California Health and Safety Code section 116033 (concerning public swimming pool instruction) that may be applicable to the performance of Services under the Agreement. The YMCA shall at all times throughout the performance of the Services ensure that YMCA employees and subcontractors engaged in performance of the Services are qualified, legally authorized and properly supervised so as to ensure the safety of all program participants.

SONOMA COUNTY
GENERAL SERVICES DEPARTMENT

CAROLINE JUDY
DIRECTOR

ADMINISTRATIVE SERVICES • ENERGY & SUSTAINABILITY • FACILITIES DEVELOPMENT & MANAGEMENT • FLEET OPERATIONS • PURCHASING

April 6, 2016

City of Cloverdale
Attn: Paul Cayler, City Manager
124 North Cloverdale Boulevard
Cloverdale, CA 95425

Re: License dated May 13, 2008 ("License") between the County of Sonoma, a political subdivision of the State of California ("County") and the City of Cloverdale ("Licensee") for the swimming pool located adjacent to the Cloverdale Veterans Memorial Building located at 205 West First Street, Cloverdale California ("Premises")

Dear M. Cayler:

In accordance with Section 4 of the above referenced License, the County hereby exercises its second option to extend the term of the License for one additional year. The License will now expire on June 30, 2017. There is one option remaining to extend the term of the License.

Pursuant to Section 5a of the License, the rent of $2,622.85 shall be due on November 1, 2016.

Thank you for your assistance.

Sincerely,

Caroline Judy

Caroline Judy, Director
General Services Department
County of Sonoma

CITY OF CLOVERDALE

City Council/Successor Agency Agenda Item Summary

Agenda Item: 10
Meeting Date: April 26, 2016

Agenda Section	**Staff Contact**
New Business	David Kelley, Assistant City Manager / Community Dev. Dir.

Agenda Item Title

Action on a Letter of Support for renewing and updating voter protections and policies for Sonoma County's community separators in 2016 including a countywide ballot measure and a county General Plan Amendment designating lands between Healdsburg and Cloverdale as a community separator.

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. The intended purposes of community separators is to support city-centered growth and avoid subdivision of agricultural lands and open space. According to the Sonoma County General Plan, Community Separators are lands that "function as rural open space to separate cites 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 protect existing community separators 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 March and April 2016, the Sonoma County Permit and Resource Management Department (PRMD) is holding 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. A public Workshop was held in Cloverdale on April 6th.

Based on public input, a draft ballot measure and proposed community separator additions is expected to be reviewed by the Sonoma County Planning Commission in May or June 2016. 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. The Greenbelt Alliance is requesting the City of Cloverdale provide a Letter of Support to the Sonoma County PRMD for renewing and updating voter protections and policies for Sonoma County's community separators in 2016 including a General Plan amendment designating lands between Healdsburg and Cloverdale as a community separator.

Options

1) Approve the proposed letter of support for renewing and updating voter protections and policies for Sonoma County's community separators; or
2) 2) Reject the proposed letter of support for renewing and updating voter protections and policies for Sonoma County's community separators; or
3) 3) Modify the proposed letter of support for renewing and updating voter protections and policies for Sonoma County's community separators.

Budget/Financial Impact

None.

Subcommittee Recommendation

None.

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 for renewing and updating voter protections and policies for Sonoma County's community separators in 2016 including a countywide ballot measure and a General Plan Amendment designating lands between Healdsburg and Cloverdale as a community separator."

Attachments:

1) Draft Letter of Support
2) Greenbelt Alliance Flyer entitled "Renew Sonoma County's Community Separators"
3) Greenbelt Alliance Memo from Teri Shore dated April 7, 2016
4) Sonoma County Community Separators Map
5) Sonoma County General Plan Policy for Community Separators

cc:

CITY OF
CLOVERDALE

April 26, 2016

Sonoma County Permit and Resource Management Department
Jennifer Barrett, Deputy Director Planning
2550 Ventura Avenue
Santa Rosa, CA 95403

Re: Letter of Support for Sonoma County Community Separators

Dear Sonoma County Planning Commission and PRMD staff:

The City of Cloverdale is writing in support of renewing and updating voter protections and policies for Sonoma County's community separators in 2016. The City of Cloverdale supports extending voter protections with a countywide ballot measure in November 2016.

Specifically, I urge you to support designating lands between Healdsburg and Cloverdale as a community separator with a General Plan Amendment. The Sonoma County General Plan has identified these lands as a priority area for designation as a community separator.

Community separators are important as they complement the city's urban growth boundary (UGB) by safeguarding adjacent unincorporated lands. The continued protection of Sonoma County's greenbelts and rural character from urban sprawl is an important to our economy, environment and public health.

Renewing and updating community separators will preserve what we have and build on the county's legacy of agricultural land and open space for the future.

Sincerely,

Mary Ann Brigham
Mayor

cc : Supervisor James Gore - James.Gore@sonoma-county.org

PROTECT GREEN SPACES BETWEEN OUR CITIES AND TOWNS

RENEW SONOMA COUNTY'S COMMUNITY SEPARATORS

In 2016, **WE RISK LOSING PROTECTIONS FOR OPEN SPACE AND AGRICULTURAL LANDS** in between our towns and cities—protections that were passed with more than 70% of the public vote.

For more than 20 years, we've prevented housing tracts and shopping malls from sprawling into our precious green places with community separator policies. Because Sonoma County's voter-backed community separator measures expire in 2016, we need to start now to renew and strengthen our legacy of thriving landscapes, communities, and livelihoods.

The purpose of community separators is three-fold:

- They serve as green buffers between cities and towns,
- contain urban development,
- and preserve the rural charm of Sonoma County's landscape.

Community separators preserve agriculture, waterways, drinking water, groundwater and recharge, wildlife corridors, hillsides, and woodlands. They also offer clean air, water, and climate resiliency. We need to:

- Renew the community separators with voter approval.
- Strengthen the community separator policies.
- Designate priority lands as identified in the general plan where supported to keep agriculture and open space intact.

Eight voter-backed community separators in Sonoma County protect open space and agricultural lands between our cities and towns from sprawl.

SONOMA COUNTY'S BOARD OF SUPERVISORS MUST RENEW OUR COMMUNITY SEPARATORS

The eight community separators (nearly 17,000 acres):

- Glen Ellen/ Agua Caliente (1,400 acres)
- Northeast Santa Rosa (3,300 acres)
- Petaluma/ Novato (2,755 acres)
- Petaluma/ Rohnert Park (3,360 acres)
- Rohnert Park/ Santa Rosa (1,650 acres)
- Santa Rosa/ Sebastopol (1,400 acres)
- Windsor/ Healdsburg (1,200 acres)
- Windsor/ Larkfield/ Santa Rosa (2,000 acres)

CONTACT

Teri Shore
707-575-3661
tshore@greenbelt.org

greenbelt.org/sonoma-county

SCCA
Sonoma County Conservation Action

GREENBELT ALLIANCE

Sonoma County Community Separators Backgrounder

From: **Teri Shore, Regional Director, North Bay, Greenbelt Alliance**
Subject: **Protecting Greenbelts in Sonoma County with Community Separators**
Date: **April 7, 2016**

What are **Community Separators?**
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 companion measures in county lands to cities with Urban Growth Boundaries. They are complementary but separate policies by the county and the cities. They work together to allow city-centered growth and avoid subdivision of ag lands and open space.

In 2016, the voter-backed measures that keep the community separators in place expire. These voter-backed protections passed in 1996 with more than 70 percent of the countywide vote.

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.

They also decided to move forward with concurrent General Plan Amendment to designate priority lands identified in the Sonoma County General Plan as community separators.

Timeline - Public Process and Review Now Underway
In March and April 2016, the Sonoma County Permit and Resource Management Department is holding public workshops to gather community input on the ballot measure and concurrent General Plan Amendment to finally designate priority lands identified in the Sonoma County General Plan as community separators.

Based on this input, a draft ballot measure and proposed community separator additions will be reviewed by the Planning Commission on May 5, 2016 (tentative).

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.

The General Plan amendment to add community separators will be voted on by the Supervisors (not in the ballot measure) by the end of 2016.

Community Separator Designations

A total of eight areas totaling nearly 17,000 acres of county lands are designated as community separators in Sonoma County. They are companion measures to the urban growth boundaries in the cities, which set limits on the extent of urban development.

Community separators are not land use designations and do not limit use of lands as allowed under existing zoning and permits. The community separator overlay works to prevent subdivision and commercial development of ag lands and open space by maintaining existing zoning and applying design guidelines. Agricultural operations and structures are allowed. Any change of zoning or use would need to be approved by the Board of Supervisors and a countywide vote if a General Plan amendment is required.

General Plan Policies and Zoning

As defined in 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."

The 2020 General Plan of Sonoma County is the legal document on which all land use and planning decisions for county lands are based. The Community Separators policies are contained in the Land Use and Open Space elements of the General Plan. They are implemented through county zoning as on overlay to other land use designations. The overlay allows agricultural operations but generally prevents high density subdivision and commercialization of community separator lands beyond what is allowed by existing zoning without a General Plan Amendment and countywide vote to approve.

Renewing and Updating Voter-backed Protections for Community Separators

The Sonoma County Board of Supervisors want to renew voter protections for community separators with a ballot measure in November 2016. In addition to a ballot measure, the supervisors want to implement 2020 General Plan priorities for community separator designations.

Ballot Measure – Renewal of Voter Protections – Countywide Vote

- Extend the voter protections for 30 years to prevent sprawl in community separators
- Extend voter protections to community separators in between unincorporated communities
- Revise conflicting policies that allow inappropriate commercial development in community separators
- Improve design guidelines to include use of permeable surfaces and low impact design guidelines in community separators.

General Plan Amendment – Implement General Plan – Supervisors Vote

The General Plan calls for long overdue priority community separator designations to be made in:

- Unprotected priority greenbelts near urban areas that are already identified and mapped by the Agriculture and Open Space Preservation District.
- Lands around Penngrove between Petaluma, Cotati and Rohnert Park.

- Lands between Cloverdale and Healdsburg

After more than 20 years, it is now time to consider these additions as well as other areas of important farm land and natural values. Development pressure around the edges of community separators is increasing for commercial and residential development.

Need to Renew and Update Community Separator Policies

Recent polling by Greenbelt Alliance found that more than 75 percent of Sonoma County voters today would support renewal AND expansion of community separators in a ballot measure. When first passed, the ballot measure won more than 70 percent of the countywide vote. These are popular measures.

Greenbelt Alliance and the conservation community is urging the Board of Supervisors to renew and update the community separator policies and boundaries based on county priorities, science and community support.

Actions Needed

Advocacy: Organizations and individuals need to engage in the public process to develop the ballot measure and General Plan amendment to ensure that the county stays on track to renew and update community separators. Support letters and public testimony at the Planning Commission and Board of Supervisors is essential.

Science: Scientific organizations can provide mapping and critical information to help identify the natural values and other benefits of community separators and potential additional designations.

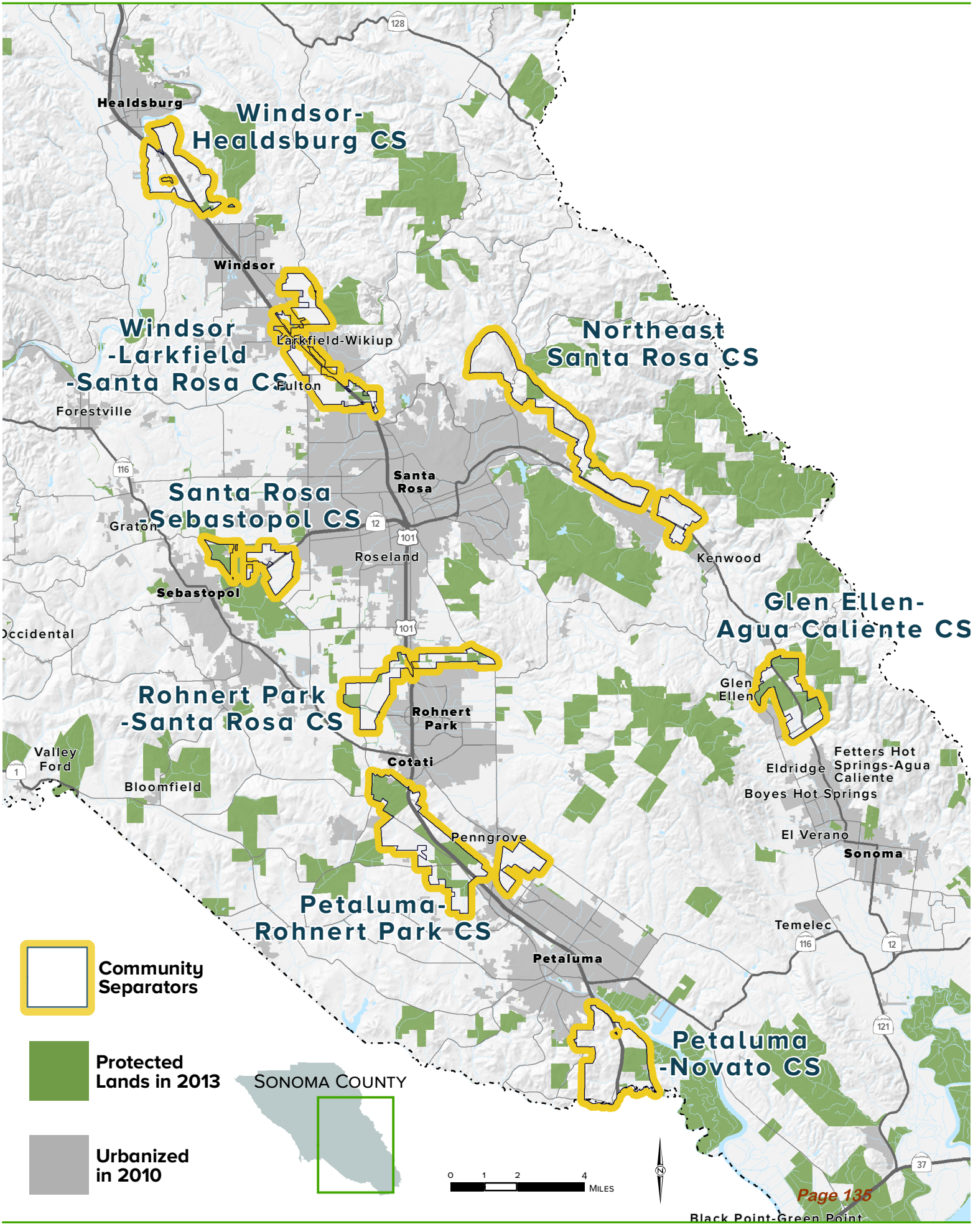
Community and Landowners: People and landowners in each Supervisorial District should come together to identify lands for designation where supported and not controversial.

There are Eight Community Separators totaling 17,000 acres in Sonoma County:

1. Petaluma/ Novato (2,755 acres)
2. Petaluma/ Rohnert Park (3,360 acres)
3. Rohnert Park/ Santa Rosa (1,650 acres)
4. Santa Rosa/ Sebastopol (1,400 acres)
5. Windsor/ Larkfield/ Santa Rosa (2,000 acres)
6. Windsor/ Healdsburg (1,200 acres)
7. Northeast Santa Rosa (3,300 acres)
8. Glen Ellen/ Agua Caliente (1,400 acres)

Sonoma County Community Separators

GREENBELT ALLIANCE



2.1 POLICY FOR COMMUNITY SEPARATORS

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.

The following eight areas have been designated as Community Separators:

Petaluma/Novato

Approximately 2755 acres are designated to retain open space between Petaluma and the Marin County line. Dominant features include rolling hills with trees and farms located along the valley floor. Additional commercial development would detract from this rural atmosphere. This Community Separator is bounded on the north by the Petaluma Urban Service Boundary, on the east by NWPRR rail right-of-way, on the south by the Sonoma/Marin County line, and on the west by the hills south of Petaluma.

Petaluma/Rohnert Park

This Community Separator between Petaluma, Penngrove and Rohnert Park/Cotati includes Liberty Valley, one of the outstanding views in the County. Development on existing rural residential lots would be intrusive unless properly sited and screened. About 3360 acres have been designated within this separator.

Rohnert Park/Santa Rosa

Approximately 1650 acres between Rohnert Park and Santa Rosa are designated in order to retain an open space break between these cities. Large parcels along Stony Point Road and Petaluma Hill Road create relief from the urban area and provide views of fields and hills. Rural development now limits the visual separation, but urban development along this corridor would block views of the mountains and create a more intense urban form. Planting around any new structures would help maintain the rural character.

Santa Rosa/Sebastopol

Footnote: *Mitigating Policy

While some "strip development" exists along the Highway 12 corridor between Santa Rosa and Sebastopol, scenic views of the Laguna de Santa Rosa, oak studded pastures and Mt. St. Helena are available. Approximately 1400 acres are designated to maintain the visual separation between these cities. Retention of the existing oak woodlands and riparian vegetation is critical to the scenic value of this area.

Windsor/Larkfield/Santa Rosa

This 2000 acre separator provides an open space break along the Highway 101 and Old Redwood Highway corridors between Santa Rosa, Larkfield-Wikiup, and Windsor. Significant views are available to the west across fields and vineyards to the Mendocino Highlands and to the east over the Mark West Springs Hills to Mt. St. Helena. Development in the area may significantly reduce rural quality.

Windsor/Healdsburg

Approximately 1200 acres along the Highway 101 corridor would be retained as open space to prevent Windsor and Healdsburg from merging. Screening of future development in the rolling hills to the east of the freeway would maintain scenic quality in this area.

Northeast Santa Rosa

This 3300 acre separator extends along Highway 12 near the Oakmont community and follows the ridgeline above Rincon Valley northwest of Calistoga Road. Included in this area are scattered rural residential development and open oak woodlands. Urban encroachment in the hillside areas and valley floor would detract from the visual quality.

Glen Ellen/Agua Caliente

Approximately 1400 acres between Glen Ellen and Agua Caliente/Boyes Hot Springs are designated to separate these urban areas. Highway 12, extending through the Valley of the Moon, provides expansive views of the Sonoma-Napa mountains and vineyard covered hillsides. Intense development along the valley floor and mountainsides would lessen the scenic quality in this area.

GOAL OSRC-1:	**Preserve the visual identities of communities by maintaining open space areas between cities and communities.**

Footnote: *Mitigating Policy

Objective OSRC-1.1:	Preserve important open space areas in the Community Separators shown on Figures OSRC-5a through OSRC-5i of the Open Space and Resource Conservation Element.
Objective OSRC-1.2:	Retain a rural character and promote low intensities of development in Community Separators. Avoid their annexation or inclusion in spheres of influence for sewer and water service providers.
Objective OSRC-1.3:	Provide opportunities for consideration of additional development in Community Separators in exchange for permanent open space preservation and other overriding, substantial additional public benefits.
Objective OSRC-1.4:	Preserve existing specimen trees and tree stands within Community Separators.

The following policies, in addition to those in the Land Use Element, shall be used to achieve these objectives:

Policy OSRC-1a: Avoid amendments to increase residential density in Community Separators, since these densities were established based upon the policies set forth in other elements of this plan as well as the open space, separation and visual considerations identified in this section. The integrity of Community Separators cannot be maintained at densities in excess of one unit per ten acres. However, under no circumstances shall this policy be used to justify an increase in density from that designated on the land use map.*

Policy OSRC-1b: Avoid commercial or industrial uses in Community Separators other than those that are permitted by the agricultural or resource land use categories.*

Policy OSRC-1c: Notwithstanding conflicting policies or standards, the Board of Supervisors may, through a development agreement, General Plan amendment, or other appropriate mechanism, allow additional or varied development within Community Separators on a case by case basis if, at a minimum, the following criteria are met:

(1) Permanent open space preservation is provided through open space grants to the County and/or third party land trust.

(2) Development is clustered, concentrated or located to maintain the visual quality of the Community Separator.

(3) In addition to providing permanent open space preservation, the development is a

Footnote: *Mitigating Policy

public project or a private project which includes other substantial additional public benefits that outweigh the impacts of placing such development within the Community Separator.

(4) The development is accompanied by a visual analysis that demonstrates that the development either is not detrimental to or, in fact, enhances the visual quality of the Community Separator as a whole.

(5) Adequate additional public services and infrastructure are available to serve the development.

(6) The development is compatible with surrounding properties, especially those used for agricultural pursuits.

(7) Where open space grants are offered by way of easement as opposed to fee title, the development proposal includes a landscaping and maintenance plan that retains or enhances the visual integrity of the permanent open space.

In addition to the mandatory criteria set forth above, special consideration will be given to projects that incorporate one or more of the following:

(1) Aggregation of parcels within the Community Separator to achieve a project design that enhances the separator as a whole.

(2) Creative financing mechanisms to maintain and preserve open space or parkland that may be dedicated in fee as part of the proposed development.

(3) Project design features that provide for pedestrian or bicycle links between the communities on either side of the Community Separator and to any parkland that may be dedicated in fee as part of the proposed development.

Nothing set forth in this policy shall require the Board of Supervisors to allow this additional development in Community Separators. Any development proposed pursuant to this policy may be allowed after public hearing if the Board, in its sole discretion, determines that the proposed public or private project provides a substantial public benefit and is otherwise consistent with the General Plan and the criteria set forth above.*

Policy OSRC-1d: Consider amendments for outdoor recreational or other uses with a low intensity of structures only in those Community Separators along the Highway 101 Corridor.*

Policy OSRC-1e: Apply the Scenic Resources combining district consistent with this Element to all lands located within a Community Separator.*

Footnote: *Mitigating Policy

Policy OSRC-1f: Unless there are existing design guidelines that have been adopted for the affected area, require that new structures within Community Separators meet the following criteria:

(1) Site and design structures to take maximum advantage of existing topography and vegetation in order to substantially screen them from view from public roads.

(2) Minimize cuts and fills on hills and ridges.

(3) Minimize the removal of trees and other mature vegetation; avoid removal of specimen trees, tree groupings, and windbreaks.

(4) Where existing topography and vegetation would not screen structures from view from public roads, install landscaping consisting of native vegetation in natural groupings that fits with the character of the area in order to substantially screen structures from view. Screening with native, fire retardant plants may be required.

(5) Design structures to use building materials and color schemes that blend with the natural landscape and vegetation.

(6) To the extent feasible, cluster structures on each parcel within existing built areas, and near existing natural features such as tree groupings.

(7) Utilities are underground where economically practical.

(8) On hills and ridges, avoid structures that project above the silhouette of the hill or ridge against the sky as viewed from public roads, and substantially screen driveways from view where practical.

Exempt agricultural accessory structures proposed on parcels in the Diverse Agriculture, Land Extensive Agriculture, Land Intensive Agriculture, and Resources and Rural Development land use categories, and on parcels in the Rural Residential land use category with Agriculture and Residential (AR) Zoning, from this policy if their use does not require a use permit in the Development Code. If compliance with these standards would make a parcel unbuildable, site structures where minimum visual impacts would result.

Exempt telecommunication facilities if they meet the siting and design criteria of the Scenic Resources (SR) Zoning District.*

Policy OSRC-1g: Use the following standards in addition to those of Policy OSRC-1f for subdivisions in Community Separators:

Footnote: *Mitigating Policy

(1) Establish building envelopes for structures and consider use of height limitations if necessary to further mitigate visual impacts.

(2) Use clustering to reduce visual impact where consistent with the Land Use Element.

(3) Locate building sites and roadways to preserve significant existing tree stands and significant oak trees.

(4) To the extent allowed by law, require dedication of a permanent scenic or agricultural easement at the time of subdivision.*

Policy OSRC-1h: Place a new measure on the ballot to extend the Sonoma County Agricultural Preservation and Open Space District for another twenty years for the continuing purpose of acquiring and administering open space lands, including an appropriate method of financing.*

Policy OSRC-1i: Consider voluntary transfer of development rights (TDR) and purchase of development rights (PDR) programs and make Community Separators eligible with owner consent.*

Policy OSRC-1j: Until the expiration or Ordinance No. 5003R (2016), require that revisions of or amendments to the boundaries or land use designations and densities of the Petaluma/Novato, Petaluma/Rohnert Park, Rohnert Park/Santa Rosa, Santa Rosa/Sebastopol, Windsor/Larkfield/Santa Rosa, Windsor/Healdsburg, and Northeast Santa Rosa Community Separators comply with the provisions of that ordinance.

Policy OSRC-1k: Until the expiration of Ordinance No. 5145R(2018), the General Plan land use regulations for the lands within the Petaluma/Novato Community Separator shall not be changed so as to increase either the allowed intensity or density of development by changing the land use designations in Figure LU-2h of the Land Use Element without the prior approval of the voters of Sonoma County.*

2.2 POLICY FOR SCENIC LANDSCAPE UNITS

Coastal bluffs, vineyards, San Pablo Bay, the Laguna de Santa Rosa and other landscapes are of special importance to Sonoma County. Preservation of these scenic resources is important to the quality of life of County residents and the tourists and agricultural economy. Other features such as the Mayacamas and Sonoma Mountains provide scenic backdrops to communities. As the County urbanizes, maintenance of the