



**AGENDA**  
**REGULAR CITY COUNCIL MEETING AND JOINT MEETING OF THE CITY**  
**COUNCIL AND THE BOARD OF DIRECTORS OF THE COMMUNITY**  
**REDEVELOPMENT AGENCY OF THE CITY OF COTATI**  
**WEDNESDAY JANUARY 14, 2009**  
**6:30 PM CLOSED SESSION**  
**7:00 PM REGULAR SESSION**  
**City Council Chambers, City Hall, 201 W. Sierra Avenue**

The Cotati City Council welcomes you to its meetings that are generally scheduled for the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday (or as otherwise noticed) of every month. Your interest and participation are encouraged and appreciated.

*City Council Agenda and Minutes can be viewed at the City's website: ..... [www.ci.cotati.ca.us](http://www.ci.cotati.ca.us)  
To receive the City Council Agenda by e-mail, provide your  
e-mail address to the City Manager's office, or e-mail your request to: ..... [ttaylor@ci.cotati.ca.us](mailto:ttaylor@ci.cotati.ca.us)*

Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda.

Any writings or documents provided to a majority of the Cotati City Council regarding any item on this agenda will be made available for public inspection in the City Manager's office located at 201 West Sierra Avenue, Cotati, California, during normal business hours.

Disabled Accommodation: Upon request, this agenda will be made available in appropriate formats to persons with disabilities as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the Deputy City Clerk at (707) 665-3623 at least 48 hours in advance of the meeting.

Waiver Warning: If you challenge decisions/direction of the City Council of the City of Cotati in court, you may be limited to raising only those issues you or someone else raised at public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Cotati at, or prior to, the public hearing(s).

*Those wishing to address the Council are asked to sign the limit discussion to one presentation per individual and to keep comments to between 3 and 5 minutes; when you are called, step to the podium and state your name and address for the record. Persons wishing to address the Council are not required to identify themselves (Gov't. Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and it assists the Deputy City Clerk in preparing the City Council meeting minutes.*

**6:30 PM CLOSED SESSION**

**CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION (CITY COUNCIL CHAMBERS)**

**ADJOURNMENT TO CLOSED SESSION (CITY MANAGER'S OFFICE)**

**CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)**

City Designated Representative: City Manager or designee

Employee Organizations: (1) Cotati Employees Association (2) Cotati Police Officers

Management Association (3) Cotati Police Officers Association

**7:00 PM (REGULAR SESSION)**

**CALL TO ORDER OF REGULAR CITY COUNCIL MEETING**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

- 1. APPROVAL OF MINUTES OF DECEMBER 10, 2008 REGULAR MEETING AND NOTICE OF WAIVING OF READING OF ALL RESOLUTIONS AND ORDINANCES INTRODUCED AND/OR ADOPTED UNDER THIS AGENDA  
(Action)**
- 2. REORGANIZATION OF CITY COUNCIL**
  - 2.1 COMMENTS FROM MAYOR PAT GILARDI**
  - 2.2 ELECTION OF MAYOR**
  - 2.3 ELECTION OF VICE MAYOR**
  - 2.4 COMMENTS FROM NEWLY ELECTED MAYOR**

**RECEPTION**

The public is cordially invited to enjoy refreshments at a brief reception for the incoming and outgoing Mayor and Vice Mayor.

**RECONVENE REGULAR CITY COUNCIL MEETING**

**APPROVAL OF FINAL AGENDA**

**CITY MANAGER'S REPORT**

**CITIZEN BUSINESS**

Any item raised by a member of the public which is not listed on the agenda but may require Council action shall be automatically referred to City staff for investigation and disposition unless the item requires action to be taken by the Council at the meeting during which it was raised and constitutes an emergency, or the need to take such action arose after the posting of the agendas within the meaning of Government Code Section 54954.2(b). In either event, the Council is entitled to discuss the matter before making the determination required under said Government Code provision, and if either finding is made may take action thereon. Please confine your comments during this portion of the agenda to matters not already on the agenda. The public will be given an opportunity to speak on each agenda item at the time it is called.

## ORAL AND WRITTEN COMMUNICATIONS

### ANNOUNCEMENTS

Kids Day Tee shirt Contest: Enter to win this year's Kids Day Tee shirt contest by submitting your design by Friday, January 16. The contest is open to all kids' ages 5 – 18 years old; please only one entry per person. This year's theme is "Rock N' Roll through the Ages". For complete details and rules visit the city's website at [ci.cotati.ca.us](http://ci.cotati.ca.us)

The Winter Recreation Schedule can be viewed on the City's website at [ci.cotati.ca.us](http://ci.cotati.ca.us) To request a paper copy please feel free to call the Recreation Department at 792-4600 ext. 669.

### STUDENT HONORARY MAYOR REPORT

Joseph Pearson of Mountain Shadows Middle School will provide a verbal report to Council.

### PROCLAMATION

#### 3. PROCLAIMING JANUARY, 2009 TO BE HUMAN TRAFFICKING AWARENESS MONTH IN COTATI

### CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

#### 4. ADOPTION OF STATE VIDEO SERVICES FRANCHISE ORDINANCE (City Manager) (*Action*)

This ordinance adds Chapter 5.22 to Title 5 of the Cotati Municipal Code relating to the provision of video service by state franchise holders.

### REGULAR AGENDA

#### 5. COUNCIL ASSIGNMENTS AS REPRESENTATIVES AND LIAISONS TO VARIOUS COMMITTEES AND COMMISSIONS (City Manager) (*Action*)

It is recommended that the Council adopt a motion to: 1) assign representatives and liaisons to various committees and commissions for 2009 and 2) disband ad hoc committees no longer needed.

**6. RECOMMENDATION FOR THE MAYORS' AND COUNCILMEMBERS' ASSOCIATION CITY SELECTION COMMITTEE FOR NOMINATION TO THE COASTAL COMMISSION (City Manager) (Action)**

It is recommended that the Council adopt a motion to support its recommendation to the Mayors' and Councilmembers' Association City Selection Committee for nomination to the Coastal Commission.

**7. ADOPT A RESOLUTION CONSENTING TO INCLUSION OF COTATI INTO COUNTY OF SONOMA'S CONTRACTUAL ASSESSMENT PROGRAM PER AB 811 (Public Works/Engineering) (Action)**

It is recommended that the City Council adopt a resolution consenting to the inclusion of properties within the City of Cotati's incorporated area in the County of Sonoma's contractual assessment program to finance distributed generation renewable energy sources and energy efficiency improvements.

**PUBLIC HEARING**

**8. ADOPTION OF A RESOLUTION APPROVING INCREASE IN MAXIMUM GARBAGE AND RUBBISH DISPOSAL RATE REDWOOD EMPIRE DISPOSAL MAY CHARGE EFFECTIVE JANUARY 1, 2009 (City Manager) (Action)**

It is recommended that the City Council adopt a resolution approving an increase to the maximum garbage disposal rate that Redwood Empire Disposal may charge, effective January 1, 2009.

**ADJOURNMENT OF REGULAR MEETING OF THE CITY COUNCIL AND CALL TO ORDER OF JOINT MEETING OF CITY COUNCIL AND COMMUNITY REDEVELOPMENT AGENCY BOARD OF DIRECTORS**

**CONSENT CALENDAR**

**9. WARRANTS AND AUDITED CLAIMS FOR NOVEMBER 26TH, 2008 – DECEMBER 10TH, 2008 (Administrative Services) (Action)**

This motion receives and files warrants and audited claims for November 26th, 2008 – December 10th, 2008.

**ADJOURNMENT OF JOINT MEETING; RECONVENING OF REGULAR MEETING OF CITY COUNCIL**

**CITY COUNCIL REPORTS AND DIRECTION ON FUTURE AGENDA ITEMS**  
*(Discussion)*

**ADJOURNMENT OF REGULAR CITY COUNCIL MEETING**

Certification of Posting of the Agenda: I declare under penalty of perjury that I am employed by the City of Cotati and that I posted this agenda on the bulletin boards of City Hall, Veterans' Memorial Building and the U.S. Post Office on or before January 8, 2009

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Tamara Taylor, Deputy City Clerk

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**DRAFT**

Subject to approval.



**MINUTES**

**REGULAR CITY COUNCIL MEETING AND JOINT MEETING OF THE CITY  
COUNCIL AND THE BOARD OF DIRECTORS OF THE COMMUNITY  
REDEVELOPMENT AGENCY OF THE CITY OF COTATI**

**WEDNESDAY DECEMBER 10, 2008**

**6:30 PM CLOSED SESSION**

**7:00 PM REGULAR SESSION**

**City Council Chambers, City Hall, 201 W. Sierra Avenue**

**6:30 PM CLOSED SESSION**

**CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION (CITY COUNCIL  
CHAMBERS)**

Mayor Gilardi called the meeting to order at 6:36 p.m.

Councilmembers present: Guardino, Minnis, Orchard, Mayor Gilardi

Staff present: Assistant City Attorney Duplicki, Administrative Services Director Hayes, City Attorney Rudnansky, Deputy City Clerk Taylor, City Manager Thompson.

Mayor Gilardi opened the floor to public comments; there being no one wishing to speak she closed the public comment period and adjourned to closed session.

**ADJOURNMENT TO CLOSED SESSION (CITY MANAGER'S OFFICE)**

**CONFERENCE WITH LEGAL COUNSEL**

Initiation of litigation pursuant to subdivision (c) of Section 54956.9: One (1) potential case

**7:00 PM (REGULAR SESSION)**

**CALL TO ORDER OF REGULAR CITY COUNCIL MEETING**

Mayor Gilardi called the special meeting to order at 7:02 p.m.

**ROLL CALL**

Councilmembers present: Guardino, Minnis, Orchard, Mayor Gilardi

Staff present: Administrative Services Director Jone Hayes, City Attorney Rich Rudnansky, Deputy City Clerk Tamara Taylor, City Manager Dianne Thompson.

**PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

Mayor Gilardi led the pledge of allegiance and called for a moment of silence.

**DRAFT**

Subject to approval.

**1. APPROVAL OF MINUTES OF NOVEMBER 25, 2008 REGULAR MEETING AND NOTICE OF WAIVING OF READING OF ALL RESOLUTIONS AND ORDINANCES INTRODUCED AND/OR ADOPTED UNDER THIS AGENDA (Action)**

**Moved** by Councilmember Minnis, seconded by Vice Mayor Guardino, and passed unanimously to approve the minutes of the November 25, 2008 regular meeting as presented and to waive reading of all resolutions and ordinances introduced and/or adopted under this agenda.

**2. DECLARATION OF RESULTS OF GENERAL MUNICIPAL ELECTION AND SWEARING IN OF NEW COUNCILMEMBERS**

**RECEIVE AND FILE OFFICIAL STATEMENT OF VOTES CAST FOR THE NOVEMBER 4, 2008 GENERAL MUNICIPAL ELECTION**

Mayor Gilardi opened the floor to public comments; there being no one wishing to speak, she closed the public comment period.

**Moved** by Councilmember Orchard, seconded by Vice Mayor Guardino and passed unanimously to receive and files the Sonoma County Clerk's Statement of the Votes Cast at the City of Cotati Election held on November 4, 2008.

**ADOPTION OF RESOLUTION DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2008**

**Moved** by Vice Mayor Guardino, seconded by Councilmember Orchard and passed unanimously to adopt Resolution No. 08-80 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI DECLARING THE RESULTS OF THE CONSOLIDATED GENERAL ELECTION OF NOVEMBER 4, 2008.

**ADOPTION OF RESOLUTION COMMENDING FORMER COUNCILMEMBER GEOFF FOX**

Former Councilmember Geoff Fox received the resolution and thanked the Councilmembers and staff for their service with him and his family for their patience. He congratulated incoming Councilmembers George Barich and Bob Coleman-Senghor. The Council commended him for his service.

Mayor Gilardi opened the floor to public comments.

Michelle Berman of Cotati addressed the Council to commend Mr. Fox for appointing Linell Hardy to the Planning Commission and for opening the process for Cotati citizens who previously felt left out of the process.

Jenny Blaker of Cotati commended Mr. Fox for his support of the Cotati Creek Critters.

**DRAFT**

Subject to approval.

Joan Simon of Cotati commended Mr. Fox on behalf of herself and her partner Ed.

There being no one else wishing to speak, Mayor Gilardi closed the public comment period.

**Moved** by Councilmember Orchard, seconded by Vice Mayor Guardino and passed unanimously to adopt Resolution No. 08-81 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI COMMENDING COUNCILMEMBER GEOFF FOX FOR HIS SERVICE TO THE CITY OF COTATI

**ADOPTION OF RESOLUTION COMMENDING OUTGOING COUNCILMEMBER PATTY MINNIS**

Councilmembers commended Councilmember Minnis for her vigilance, tenacity and service on the City Council.

Councilmember Minnis addressed the Council, noting that it has been a pleasure to serve on the Council in this diverse community.

Mayor Gilardi opened the floor to comments.

Michelle Berman and Adrian Lauby of Cotati presented a resolution of commendation to Councilmember Minnis.

Patricia Jonas Lugaris, formerly of Cotati requested that Councilmember Minnis be made honorary mayor this evening.

Ken Coleman of Cotati commended Councilmember Minnis for the change she has brought to the city.

There being no one else wishing to speak, Mayor Gilardi closed the public comment period.

**Moved** by Councilmember Orchard, seconded by Vice Mayor Guardino and passed unanimously to adopt Resolution No. 08-82 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI COMMENDING COUNCILMEMBER PATTY MINNIS FOR HER SERVICE TO THE CITY OF COTATI

**ADMINISTRATION OF OATH OF OFFICE TO NEW COUNCILMEMBERS AND PRESENTATION OF CERTIFICATES OF ELECTION**

Deputy City Clerk Tamara Taylor administered the oath of office and presented certificates of election to newly elected Councilmembers Janet Orchard, Robert Coleman and George Barich.

**DRAFT**

Subject to approval.

Mayor Gilardi called a recess at 7:25 p.m. and invited the public to a reception for incoming and outgoing Councilmembers.

## **RECEPTION**

### **RECONVENE REGULAR CITY COUNCIL MEETING**

Mayor Gilardi reconvened the meeting 7:50 p.m.

### **ROLL CALL**

Councilmembers present: Barich, Colman-Senghor, Guardino, Orchard, Mayor Gilardi

Staff present: Assistant City Attorney Duplicki, Administrative Services Director Hayes, City Attorney Rudnansky, Deputy City Clerk Taylor, City Manager Thompson.

### **ANNOUNCEMENT OF PLANNING COMMISSION APPOINTMENTS**

Councilmembers announced their appointments to the Planning Commission:

Councilmember Barich: Tim Ritter

Councilmember Coleman-Senghor: Neil Hancock

Councilmember Orchard: Susan Harvey

Vice Mayor Guardino: Linell Hardy

### **APPROVAL OF FINAL AGENDA**

**MOVED** by Councilmember Orchard, seconded by Vice Mayor Guardino and passed unanimously to add items 5A, 5B and 5C to the agenda, noting that information pertaining to need for Council action before its next meeting came to the City's attention after the agenda was posted.

### **CITY MANAGER'S REPORT**

Police Chief Robert Stewart introduced new Police Department volunteer Luke Kindt. He then introduced Officer Chris Kaupa and new police K-9 Koda. Officer Kaupa responded to questions from the Council and public.

City Manager Thompson indicated appreciation for staff's efforts in fundraising on their own time. She announced that City Hall would be closed from December 22, 2008 through January 2, 2009 and welcomed newly elected Councilmembers Barich, Coleman-Senghor and Orchard.

**DRAFT**

Subject to approval.

## **CITIZEN BUSINESS**

Jeanine of Cotati encouraged the City Council and citizens of Cotati to clean up tagging and graffiti and distributed graffiti cleanup kits for the Councilmembers. She indicated appreciation for the Police Department and the Public Works Department for their assistance in removing graffiti.

Jenny Blaker commended Jeanine for her efforts in removing graffiti in Cotati.

Lori Ann Barbour encouraged the Council to continue to consider an ordinance to allow chickens in residential areas.

Ken Coleman of Cotati described several areas in town where he had seen graffiti. He encouraged the formation of a subcommittee for graffiti.

Adrian Lauby of Cotati expressed concern regarding the number of homes in Cotati with lockboxes and encouraged Cotati to review the city of Philadelphia's program for homeowners in foreclosure.

Michelle Berman of Cotati asked whether the Police Department had obtained Council's permission to raise funds and purchase a K-9. She indicated that fundraising efforts should be extended to maintain the K-9 and to purchase a vehicle. She suggested that the Falletti property be turned into an egg farm and offered suggestions for working with graffiti artists to reduce graffiti. She congratulated the new Councilmembers and discussed campaign spending.

robin birdfeather of Cotati spoke in support of Ms. Barbour's comments regarding chickens and Ms. Berman's comments regarding graffiti. She asked if Cotati's graffiti was gang activity or random vandalism.

Joan Simon of Cotati encouraged cautious spending and being aware of long term budget impacts.

Mike Kurvers of Cotati requested that Council act to ban plastic bags in Cotati as have the cities of Seattle and San Jose.

Linda Ritter of Cotati indicated agreement with Mr. Kurvers and requested that Styrofoam be added.

Eric Kirchmann of Cotati spoke in support of hope and change in the new administration.

There being no one else wishing to speak, Mayor Gilardi closed the floor to citizens' business.

Mayor Gilardi responded to citizen comments, noting that the police dog has been fully funded, including training and that Council was informed. There are currently no plans for a K-9 vehicle. She indicated that the City would look into programs about reducing blight from empty houses due to foreclosures.

**DRAFT**

Subject to approval.

Police Chief Robert Stewart explained the Police Department's graffiti program. Most graffiti in Cotati is not gang related.

Councilmember Coleman-Senghor commented on graffiti concerns.

Councilmember Barich discussed the comments of citizens during citizens' business and requested that their comments be addressed.

City Attorney Rich Rudnansky discussed the requirements of the Brown Act and noted that the agenda contains a section for direction regarding future agenda items.

### **COUNCILMEMBER DIRECTION ON FUTURE AGENDA ITEMS (*Discussion*)**

Councilmember Coleman-Senghor requested a discussion of the sustainability of the K-9 and its value and drawbacks. He noted that a ban of Styrofoam and plastic bags could contribute to an overall green policy. He encouraged the establishment of a citizens committee for graffiti and a review of allowing poultry within the city limits.

Vice Mayor Guardino indicated agreement with Councilmember Coleman-Senghor. He noted that these projects could be addressed in a strategic planning session.

Councilmember Orchard indicated agreement, noting that the poultry issue is high priority.

City Manager Thompson indicated that a Council goal setting in January would lead into the strategic planning. She pointed out that an ordinance banning plastic bags would involve a substantial staff effort. She noted further that K-9 information could be provided in a report to Council.

Councilmember Barich indicated agreement with Councilmember Coleman-Senghor and Vice Mayor Guardino. He requested that the issue of term limits be discussed and rolling back water and sewer rates be addressed.

### **ORAL AND WRITTEN COMMUNICATIONS**

#### **ANNOUNCEMENTS**

The full Fall/Winter Recreation Schedule can be viewed on the City's website at [www.ci.cotati.ca.us](http://www.ci.cotati.ca.us) To request a paper copy please feel free to call the Recreation Department at 792-4600 ext. 669.

Donations to the Holiday Partnership Toy Drive are being accepted at the Cotati Police Department. The Toy Drive is a joint effort of the Rotary Clubs of Rohnert Park-Cotati and Rancho Cotati, along with the Rancho Adobe Fire District, Cotati Police Officer's and Management Association and the Rohnert Park Chapter of Realtors. To request assistance for your family or someone you know who resides in Rohnert Park, Cotati or Penngrove, please call the voicemail system for the Rotary

**DRAFT**

Subject to approval.

Club of Rohnert Park-Cotati at (707) 765-4898. Donations of cash and toys are being accepted at the Cotati Police Department and at the Rancho Adobe Fire Department.

### **3. CLIMATE ACTION PLAN**

Ann Hancock and Renata Brillinger of the Community Climate Action Plan presented the proposed Community Climate Action Plan for Sonoma County and responded to questions from the Council.

Mayor Gilardi opened the floor to public comments.

Chris Cone of Cotati spoke in support of the Community Climate Action Plan.

robin birdfeather asked whether Burbank Housing Corporation could be included in retrofitting and to require other green practices, such as solar panels.

Neil Hancock of Cotati spoke in support of the Community Climate Action Plan and additional self-monitoring of water use.

There being no one else wishing to speak, Mayor Gilardi closed the public comment period.

Councilmember Barich asked if staff could be directed to review whether Burbank Housing could be included in a retrofit.

Administrative Services Director Hayes indicated that staff would be speaking with Burbank Housing Corporation regarding other issues and would broach the subject of green retrofitting with them.

### **CONSENT CALENDAR**

**MOVED** by Vice Mayor Guardino, seconded by Councilmember Orchard and passed unanimously to approve items 4, 5, 5A and 5C on the consent calendar.

#### **4. EXTENSION OF VILLAGE WALK SUBDIVISION IMPROVEMENT AGREEMENT (Public Works/Engineering) (Action)**

Resolution No. 08-83 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI TO EXTEND THE VILLAGE WALK SUBDIVISION IMPROVEMENT AGREEMENT

#### **5. RECEIVE AND FILE CAPITAL IMPROVEMENT PROGRAM (Public Works/Engineering) (Action)**

Motion to receive and file the City of Cotati Capital Improvement Program.

**DRAFT**

Subject to approval.

**5A. ENDORSEMENT OF THE CITY OF COTATI'S APPLICATION FOR PROGRAM YEAR 2009-2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS (City Manager) (Action)**

Resolution No. 08-84 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI TO ENDORSE THE CITY OF COTATI'S APPLICATION FOR PROGRAM YEAR 2009-2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

**5C. NAMING PATTY MINNIS HONORARY MAYOR**

Motion to make Patty Minnis Honorary Mayor for the meeting.

**REGULAR AGENDA**

**5B. RE-APPOINTMENT OF HENRY FUHS TO THE MARIN/SONOMA MOSQUITO AND VECTOR CONTROL DISTRICT (City Manager) (Action)**

City Manager Dianne Thompson presented staff report.

Assistant to the City Manager Marsha Sue Lustig responded to questions regarding the appointment process of the District and noted that there have historically been no other applicants for the position other than Mr. Fuhs.

Discussion ensued regarding the District's appointment process.

Mayor Gilardi opened the floor to public comments.

There being no one wishing to speak, Mayor Gilardi closed the public comment period.

Council concurred to review the process for future appointments to this District.

Councilmember Orchard commended Henry Fuhs for his work with the District.

Mayor Gilardi reappointed Henry Fuhs as Cotati's representative to the Marin/Sonoma Mosquito And Vector Control District and called for a motion to ratify the appointment.

**MOVED** by Councilmember Orchard, seconded by Councilmember Coleman-Senghor and passed unanimously to ratify Mayor Gilardi's re-appointment of Henry Fuhs to the Marin/Sonoma Mosquito and Vector Control District for a two-year appointment expiring December 31, 2010.

Mayor Gilardi called a recess at 9:39 p.m., reconvening at 9:49 p.m.

**DRAFT**

Subject to approval.

## **PUBLIC HEARINGS**

### **6. BICYCLE AND PEDESTRIAN MASTER PLAN (Community Development) (Action)**

Assistant to the City Manager Marsha Sue Lustig presented the staff report.

Brief discussion ensued regarding the shortcomings of the pedestrian portion of the draft plan; it was pointed out that there would be future opportunities to improve the plan

Mayor Gilardi opened the floor to public comments.

Jone Simon of Cotati noted that many citizens were involved; she commended Neil Hancock and Jenny Blaker for their work on the plan and noted that there would be future opportunities for citizen input.

robin birdfeather spoke regarding the need for alternatives to walking as people grow older.

Neil Hancock commended staff and the Sonoma County Bicycle Coalition. He spoke in support of the draft plan. He noted that the main concern of citizens was safety of roadways and walkways.

Adrian Lauby of Cotati spoke in support of the draft plan and addressed the Council regarding accessibility issues in the plan. She requested a copy of the sidewalk plan.

Michelle Berman spoke in support of lighted crosswalks, particularly at the mobilehome parks on West Sierra Ave.

Jenny Blaker of Cotati commended staff and spoke in support of the draft plan. She requested that there be a process for recording comments regarding accessibility.

There being no one else wishing to speak, Mayor Gilardi closed the public comment period.

Vice Mayor Guardino indicated that this was an excellent model for community input and expressed support for the plan.

Councilmember Coleman-Senghor expressed concern regarding the need for safety for children and the need to accommodate pedestrians, bicyclists and skateboarders. He spoke in support for coordinating the sidewalk plan and this draft plan together. He spoke in support for a crosswalk/intersection safety plan as well.

Councilmember Orchard indicated agreement with Councilmember Coleman-Senghor and commended staff.

Councilmember Barich commended staff and the members of the public who support the plan.

**DRAFT**

Subject to approval.

**MOVED** by Councilmember Orchard, seconded by Councilmember Barich and passed unanimously to adopt Resolution No. 08-85 entitled: RESOLUTION OF THE CITY OF COTATI ADOPTING THE COTATI BICYCLE AND PEDESTRIAN MASTER PLAN AS PART OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY'S 2008 COUNTYWIDE BICYCLE AND PEDESTRIAN MASTER PLAN

**7. INTRODUCTION OF STATE VIDEO SERVICES FRANCHISE ORDINANCE  
(City Manager) (Action)**

Assistant to the City Manager Marsha Sue Lustig presented the staff report. She and City Attorney Rudnansky and responded to questions from the Council regarding CEQA and PEG channels.

Council concurred for Councilmember Coleman-Senghor to research Sonoma State University resources for programming with the understanding that city staff and resources would be at the expense of other programs.

Mayor Gilardi opened the floor to public comments.

Michelle Berman of Cotati advocated the use of volunteers for a media center and urged the City to take advantage of any and all free equipment.

There being no one else wishing to speak, Mayor Gilardi closed the public comment period.

**MOVED** by Councilmember Barich, seconded by Councilmember Orchard and passed unanimously to introduce and ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COTATI ADDING CHAPTER 5.22 TO TITLE 5 OF THE COTATI MUNICIPAL CODE, RELATING TO REGULATIONS FOR THE PROVISION OF VIDEO SERVICE BY STATE FRANCHISE HOLDERS

**ADJOURNMENT OF MEETING OF THE CITY COUNCIL AND CALL TO ORDER OF  
JOINT MEETING OF CITY COUNCIL AND COMMUNITY REDEVELOPMENT  
AGENCY BOARD OF DIRECTORS**

Mayor Gilardi adjourned the regular City Council meeting and called the joint meeting to order at 10:35 p.m.

**CONSENT CALENDAR**

**MOVED** by Councilmember Orchard, seconded by Councilmember Coleman-Senghor and passed unanimously to approve item 8 on the consent calendar.

**DRAFT**

Subject to approval.

**8. WARRANTS AND AUDITED CLAIMS FOR NOVEMBER 13TH, 2008 – NOVEMBER 25TH, 2008 (Administrative Services) (Action)**

Motion to receive and file warrants and audited claims for November 13th, 2008 – November 25th, 2008.

**ADJOURNMENT OF JOINT MEETING; RECONVENING OF SPECIAL MEETING OF CITY COUNCIL**

Mayor Gilardi adjourned the joint meeting and reconvened the regular meeting to order at 10:37 p.m.

**CITY COUNCIL REPORTS AND COMMENTS**

Councilmembers reported on recent and upcoming activities, including reports from meetings attended at City expense.

Mayor Gilardi read aloud a thank-you note from Honorary Mayor Atonia Pearson.

**ADJOURNMENT OF REGULAR CITY COUNCIL MEETING**

Mayor Gilardi adjourned the regular meeting at 10:46 p.m.

Respectfully submitted,

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Tamara Taylor, Deputy City Clerk



## City Council Agenda Reorganization of City Council

**Subject:** Reorganization of City Council

**Date:** January 14, 2009

**Written by:** Tamara Taylor, Deputy City Clerk

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**Recommendation**

N/A

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The City Council will elect a mayor and vice mayor from their membership.



**PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF COTATI, PROCLAIMING JANUARY 2009 TO BE HUMAN TRAFFICKING AWARENESS MONTH IN COTATI**



WHEREAS, Human Trafficking is the general term to describe forced labor, bonded labor, involuntary servitude, forced child labor, sexual exploitation and prostitution, and the commercial sexual exploitation of children; and

WHEREAS, human trafficking is a hidden problem that does not readily show itself, yet is discovered in every jurisdiction in which it is sought; and

WHEREAS, on July 2nd, 2008, over 300 concerned citizens of Sonoma County attended a public awareness event on human trafficking along with a panel of government and non-governmental experts, including District Attorney Stephan Passalacqua and representatives from the Sheriff's Department, FBI, ICE, United Against Sexual Assault, and the Santa Rosa City Attorney's Office, all of whom acknowledged that sexual exploitation and the sexual exploitation of children takes place in Sonoma County; and

WHEREAS, panelists also acknowledged that there is a correlation between run-away youth and their sexual exploitation and statistics on Sonoma County runaway teenage females are alarming; and

WHEREAS, in addition to runaways, victims may be immigrants trafficked across borders with or without visas to work in vineyards, homes, businesses, hotels, clubs, on the streets and any other place that offers an opportunity for a trafficker to profit; and

WHEREAS, although laws to prosecute perpetrators of human trafficking and to assist and protect victims of human trafficking have been enacted, awareness of the issues surrounding human trafficking by those most likely to come in contact with victims is essential to effective enforcement; and

WHEREAS, individuals, public agencies, private organizations and businesses in Cotati should join together and work to abolish human trafficking through education.

NOW, THEREFORE BE IT PROCLAIMED that the month of January 2009, is Human Trafficking Awareness month in Cotati.

Dated: January 14, 2009

Approved: \_\_\_\_\_  
Mayor



## City Council Agenda Consent Calendar

**Subject:** Adoption of Ordinance Relating to the Provision of Video Service by State Franchise Holders Franchises

**Date:** January 14, 2009

**Written By:** Marsha Sue Lustig, Assistant to the City Manager

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### **RECOMMENDATION**

It is recommended that the Council adopt an ordinance to regulate statewide video service franchises, adding Chapter 5.22 to Chapter 5 of the Cotati Municipal Code.

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### **Background**

On December 10, 2008, the City Council conducted a public hearing and unanimously introduced the proposed ordinance.

### **Analysis/Discussion**

Over the years the City has had franchise agreements with the companies that provided video service. These franchise agreements have allowed the City to recoup a small fee based upon a percent of local revenues to compensate for the use of City rights-of-way. Under DIVCA, the City is limited to a fee of 5% of gross revenues. The City can also collect a 1% fee for the ongoing costs of public, educational, and government (“PEG”) channel facilities or institutional networks. This fee would be put toward providing local access to public meetings. Adoption of this ordinance is the only means for the City to continue to collect franchise fees from video service providers.

### **Environmental Considerations**

None.

### **Financial Considerations:**

Potential franchise fee revenue in the amount of 5 percent of the gross revenues of the state franchise holder and potential public, educational, and government (PEG) fee revenue in the amount of 1 percent of the gross revenues of the state franchise holder.

Attachments:

1. Proposed Ordinance

MSL:tlt



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COTATI  
ADDING CHAPTER 5.22 TO TITLE 5 OF THE COTATI MUNICIPAL  
CODE, RELATING TO REGULATIONS FOR THE PROVISION OF  
VIDEO SERVICE BY STATE FRANCHISE HOLDERS**

THE COUNCIL OF THE CITY OF COTATI ORDAINS AS FOLLOWS:

**SECTION 1.** The Council finds as follows:

1. Local entities within the state of California have traditionally had the authority to regulate, in accordance with federal, state, and local law, certain aspects of the provision of video services, including the authority to award franchises, within the boundaries of those local entities.
2. The state Legislature adopted the Digital Infrastructure and Video Competition Act of 2006, California Public Utilities Code sections 5800 *et seq.* (“DIVCA”), which became effective January 1, 2007.
3. DIVCA substantially changed California law by establishing a statewide franchising procedure for video service providers to be administered by the California Public Utilities Commission (“CPUC”).
4. DIVCA establishes that the CPUC is the sole authority to award statewide franchises for the provision of video services, which preempts local franchising authority.
5. DIVCA establishes limited authority of local entities over state franchise holders.
6. The City of Cotati desires to exercise that authority and to facilitate the implementation of DIVCA by setting forth regulations for the provision of video service by state franchise holders within the City of Cotati, in accordance with the requirements set forth in DIVCA.

**SECTION 2.** Chapter 5.22 is hereby added to Title 5 of the Cotati Municipal Code to read as follows:

Chapter 5.22

VIDEO SERVICE PROVIDED BY STATE FRANCHISE HOLDERS

Sections:

5.22.100	Purpose and Applicability.
5.22.105	Definitions.
5.22.110	Franchise Fee for State Franchise Holders.
5.22.115	Public, Educational, and Government Channels.
5.22.120	Payment of Fees.
5.22.125	Customer Service Penalties for State Franchise Holders.
5.22.130	Appeal Process for Customer Service Penalties.
5.22.135	Encroachment Permit.
5.22.140	Authority to Examine and Audit Business Records.
5.22.145	Environmental Review.
5.22.150	Emergency Alert System.
5.22.155	Non-Discriminatory Video Service.
5.22.160	City Response to State Video Franchise Applications

5.22.100 Purpose and Applicability.

The purpose of this chapter is to set forth regulations for the provision of video service by state franchise holders, in accordance with the Digital Infrastructure and Video Competition Act, California Public Utilities Code sections 5800 *et seq* (“DIVCA”). This chapter shall apply only to video service providers issued a state franchise to serve any area within the City by the California Public Utilities Commission (“CPUC”) pursuant to DIVCA.

5.22.105 Definitions.

For the purposes of this chapter, the words set out in this section shall have the following meanings:

- A. “Cable service” shall have the meaning given that term by the California Public Utilities Code section 5830(c).
- B. “City” shall mean the City of Cotati.
- C. "City Council" shall mean the City Council of the City.
- D. "Encroachment" includes going upon, over or under a public right-of-way or easement or an area adjacent to a public right-of-way, or easement or using a public right-of-way or easement or an area adjacent to a public right-of-way or easement in such a manner as to prevent, obstruct or interfere with the intended use of the public right-of-way or easement or a modification or its mode or use, and shall include excavation and disturbance, installation, construction, placement, erection and maintenance of any physical

improvement (permanent or temporary) or network within, upon, over, or under the public right-of-way or easement.

- E. "Encroachment permit" shall have the meaning given that term by the California Public Utilities Code section 5885(c)(1), which shall include any permit issued by the City pursuant to the Cotati Municipal Code.
- F. "Franchise" shall have the meaning given that term by the California Public Utilities Code section 5830(f).
- G. "Franchise fee" shall have the meaning given that term by the California Public Utilities Code section 5830(g).
- H. "Gross revenues" shall have the meaning given that term by the California Public Utilities Code section 5860.
- I. "Holder" shall have the meaning given that term by the California Public Utilities Code section 5830(i).
- J. "Incumbent cable operator" shall have the meaning given that term by the California Public Utilities Code section 5830(j).
- K. "Lead agency" shall have the meaning given that term by the California Public Resources Code section 21067.
- L. "Local franchise" shall mean a cable television franchise, permitting the incumbent cable operator to own, operate, and maintain a cable system and provide cable services within the City, issued by the City prior to December 31, 2006.
- M. "Material breach" shall have the meaning given that term by the California Public Utilities Code section 5900(j).
- N. "Network" shall have the meaning given that term by the California Public Utilities Code section 5830(l), which shall include any component of a facility used to provide video service, cable service, voice, or data services that is wholly or partly physically located within, upon, over or under a public right-of-way.
- O. "Public right-of-way" shall have the meaning given that term by the California Public Utilities Code section 5830(o) and, public right-of-ways which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the service area: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public property..
- P. "State franchise" shall have the meaning given that term by the California Public Utilities Code section 5830(p).

- Q. "Video service" shall have the meaning given that term by the California Public Utilities Code section 5830(s).

5.22.110 Franchise Fee for State Franchise Holders

Any state franchise holder shall remit to the City a franchise fee in the amount of five percent (5%) of the gross revenues of the state franchise holder in compliance with California Public Utilities Code sections 5840(q) and 5860.

5.22.115 Public, Educational, and Government Channels.

- A. Any state franchise holder shall remit to the City a fee to support public, educational and governmental ("PEG") channel facilities in the amount of one percent (1%) of the gross revenues of the state franchise holder in compliance with California Public Utilities Code section 5870. All revenue collected pursuant to this fee shall be deposited in a separate fund and shall only be expended for the purpose of supporting PEG channel facilities.
- B. Any state franchise holder shall designate a sufficient amount of capacity on its network to allow the provision of PEG channels in accordance with California Public Utilities Code section 5870. Any state franchise holder shall have three (3) months from the date the City requests the PEG channels to designate the capacity. The three (3) month period shall be tolled by any period during which the designation or provision of PEG channel capacity is technically infeasible.
- C. This section shall be enforced, and disputes regarding this section shall be resolved, pursuant to California Public Utilities Code section 5870.

5.22.120 Payment of Fees.

- A. Any state franchise holder shall pay the franchise fee established in section 5.22.110 and the PEG channel facilities fee established in section 5.22.115.C on a quarterly basis in a manner consistent with California Public Utilities Code section 5860.
- B. Any state franchise holder shall deliver to the City by check, or other means agreeable to the City Manager, a separate payment for the franchise fee established in section 5.22.110 and the PEG channel facilities fee established in section 5.22.115.A not later than forty-five (45) days after the end of each calendar quarter.
- C. Each payment of the franchise fee established in section 5.22.110 delivered to the City shall be accompanied by a summary report explaining the basis for the calculation of the payment.
- D. If any state franchise holder fails to remit the franchise fee established in section 5.22.110 when due, the state franchise holder shall remit to the City a late payment charge at the

rate per year equal to the highest prime lending rate during the period of delinquency plus one percent (1%).

- D. This section shall be enforced, and disputes regarding this section shall be resolved, pursuant to California Public Utilities Code section 5870.

5.22.125 Customer Service Penalties for State Franchise Holders.

- A. Any state franchise holder shall comply with the customer service provisions set forth in California Public Utilities Code section 5900.
- B. The City shall impose the following penalties against a state franchise holder for any material breach of the customer service provisions set forth in California Public Utilities Code section 5900:
  - 1. For the first occurrence of a material breach, a fine of five hundred dollars (\$500.00) shall be imposed for each day of each material breach, not to exceed one thousand five hundred dollars (\$1,500.00) for each occurrence of the material breach.
  - 2. For a second occurrence of a material breach of the same nature as the first material breach that occurs within twelve (12) months, a fine of one thousand dollars (\$1,000.00) shall be imposed for each day of each material breach, not to exceed three thousand dollars (\$3,000.00) for each occurrence of the material breach.
  - 3. For a third or further occurrence of a material breach of the same nature as the previous material breaches that occurs within twelve (12) months, a fine of two thousand five hundred dollars (\$2,500.00) shall be imposed for each day of each material breach, not to exceed seven thousand five hundred dollars (\$7,500.00) for each occurrence of the material breach.
- C. The City shall provide the state franchise holder with written notice of any alleged material breach of the customer service provisions set forth in California Public Utilities Code section 5900 and shall allow the state franchise holder at least thirty (30) days from receipt of the notice to remedy the specified material breach.
- D. A material breach for the purposes of assessing penalties shall be deemed to have occurred for each day within the jurisdiction of the City, following the expiration of the period specified in section 5.22.125.C, that any material breach has not been remedied by the state franchise holder, irrespective of the number of customers affected. No monetary penalties shall be assessed for a material breach if it is out of the reasonable control of the state franchise holder.
- E. Pursuant to California Public Utilities Code section 5900, any penalty remitted to the City by a state franchise holder for a material breach of the customer service provisions set

forth in California Public Utilities Code section 5900 shall be split in half, and the City shall submit one half of the penalty amount to the Digital Divide Account established by California Public Utilities Code section 280.5.

5.22.130 Appeal Process for Customer Service Penalties.

- A. Any state franchise holder may appeal any customer service penalty assessed pursuant to section 5.22.125 according to the following procedure:
- B. The state franchise holder may file a Request for Hearing form with the City Clerk within thirty (30) days from receipt of the written notice specified in section 5.22.125.C with an advance deposit of the penalty amount.
- C. A Request for Hearing form may be obtained from the City Clerk.
- D. The state franchise holder requesting the hearing shall be notified by the City Clerk of the time and place set for the hearing at least ten (10) days prior to the date of the hearing.
- E. The hearing shall be set by the City Clerk for a date that is not less than fifteen (15) days and not more than sixty (60) days from the date that the Request for Hearing form is filed with the City Clerk.
- F. At the hearing, the City shall bear the burden of proof by a preponderance of the evidence that the material breach occurred as charged. The City may be represented by counsel.
- G. At the hearing, the state franchise holder may cross examine any witness against the state franchise holder and may present evidence. The state franchise holder may be represented by counsel.
- H. The formal rules of evidence shall not apply at the hearing. The hearing officer may rely upon such evidence as he or she believes reasonable persons would rely upon in the conduct of their affairs. Any witnesses shall testify under oath.
- I. After hearing and reviewing all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the penalty and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final.
- J. If the hearing officer determines that the penalty should be canceled, the City shall promptly refund the amount of the deposited penalty, together with interest at the average rate earned on the City's investment portfolio for the period of time that the penalty amount was held by the City.
- K. The hearing officer shall be the City Manager or his or her designee.

- L. Any interested person may obtain review of the decision of the hearing officer by filing an appeal in a court of competent jurisdiction pursuant to California Public Utilities Code section 5900.

5.22.135 Permits.

- A. Encroachment Permit: To the extent allowed by law, any state franchise holder shall apply for an encroachment permit to install, construct or maintain a network pursuant to the Cotati Municipal Code. In addition to Cotati Municipal Code procedures, the following shall apply to any state franchise holder applying for an encroachment permit:
  - 1. Any encroachment permit application submitted by any state franchise holder shall be approved or denied within sixty (60) days of receipt by the City of a completed application. An application for an encroachment permit is complete when the state franchise holder has complied with all statutory requirements, including CEQA, pursuant to California Public Utilities Code section 5885.
  - 2. The sixty (60) day time period for approval or denial of an encroachment permit application may be extended if mutually agreed to in a written agreement between the state franchise holder and the City.
  - 3. Any denial of an encroachment permit application submitted to any state franchise holder by the City shall be written and shall include a detailed explanation of the reason for the denial.
  - 4. Any state franchise holder may appeal a denial of an encroachment permit application or a condition placed on an approved encroachment permit to the City Manager or his/her designee by submitting a written appeal within fifteen (15) days of the date the application was denied or condition imposed. The City Manager or his/her designee shall thereafter give written notice to the state franchise holder of a hearing to be held within thirty (30) days of receipt of the appeal. The decision of the City Manager or his/her designee on the appeal shall be final.
- B. Other Permits: Any state franchise holder shall apply for any other permits required by the Cotati Municipal Code to the extent allowed by law and in particular allowed by Public Resources Code Section 5885.

5.22.140 Authority to Examine Business Records.

- A. The City may examine once per year the business records of any state franchise holder relating to gross revenues in a manner consistent with California Public Utilities Code section 5860.
- B. All state franchise holders shall keep and maintain all business records reflecting any gross revenues, regardless of change in ownership, for at least four (4) years after those

gross revenues are recognized by the state franchise holder on its books and records pursuant to California Public Utilities Code section 5860.

- C. If the state franchise holder has underpaid the franchise fee established by section 5.22.110 by more than five percent (5%), the state franchise holder shall pay the reasonable and actual costs of the examination. If the state franchise holder has not underpaid the franchise fee established in section 5.22.110, the City shall pay the reasonable and actual costs of the examination. If the state franchise holder, however, has underpaid the franchise fee established by section 5.22.110 by five percent (5%) or less, the state franchise holder and the City shall each bear their own costs of the examination.

5.22.145 Environmental Review.

The City shall serve as the lead agency for any environmental review under DIVCA. The City may impose conditions to mitigate environmental impacts of any state franchise holder's use of the public rights-of-way that may be required pursuant to the California Environmental Quality Act, California Public Resources Code sections 21000 *et seq.* ("CEQA").

5.22.150 Emergency Alert System.

All state franchise holders shall comply with the Emergency Alert System requirements of the Federal Communications Commission in order that emergency messages may be distributed over all state franchise holders' networks.

5.22.155 Non-Discriminatory Video Service.

Any state franchise holder is prohibited from discriminating against or denying access to service to any group of potential residential subscribers within the City because of the income of the residents in the local area in which the group resides. This requirement may be satisfied pursuant to California Public Utilities Code section 5890. The City may bring complaints to the CPUC that a state franchise holder is not offering video services as required by California Public Utilities Code section 5890.

5.22.160 City Response to State Video Franchise Applications

A. Applicants for state video franchises within the boundaries of the City of Cotati must concurrently provide complete copies to the City of any application or amendments to applications filed with the California Public Utilities Commission (PUC) and any other agency. One complete copy must be provided to the City Manager.

B. Within 30 days of receipt, the City Manager may provide any appropriate comments to the PUC or other agency regarding an application or an amendment to an application for a state video franchise.

**SECTION 3.** Severability. The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of this Ordinance or their applicability to other persons or circumstances.

**SECTION 4.** Effective Date. This Ordinance shall take effect and be enforced thirty (30) days following its adoption.

**SECTION 5.** Publication. The City Clerk of the City of Cotati shall cause this Ordinance to be published or to be posted in at least three (3) public places in the City of Cotati in accordance with California Government Code Section 36933.

1173033.1

**IT IS HEREBY CERTIFIED** that the foregoing resolution was duly and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 14th day of January, 2009 by the following vote, to wit:

GILARDI \_\_\_\_\_  
GUARDINO \_\_\_\_\_  
BARICH \_\_\_\_\_  
COLEMAN \_\_\_\_\_  
ORCHARD \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Tamara Taylor, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Rich Rudnansky, City Attorney

1173033



## City Council Report Regular Agenda

**Subject:** Council Assignments as Representatives and Liaisons to Various Committees and Commissions

**Date:** January 14, 2009

**Written By:** Dianne Thompson, City Manager

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### **RECOMMENDATIONS:**

It is recommended that the Council adopt a motion to: 1) assign representatives and liaisons to various committees and commissions for 2009 and 2) disband ad hoc committees no longer needed.

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### **BACKGROUND:**

It is timely and appropriate to review assignments to the committees and commissions upon which the Council members and some staff members and community residents serve, and to make changes as appropriate for calendar year 2009. A worksheet listing the active committees is attached.

The following ad hoc committees are recommended to be disbanded because they are no longer needed:

- Cable Agreement Subcommittee
- Living Wage Subcommittee
- Mobile Home Parks
- Santero Way Subcommittee
- School District & SSU/City Coordinating Committee
- Solid Waste Subcommittee

The following standing committees are no longer needed:

- International Council for Local Environmental Initiatives (ICLEI). (replaced by the Regional Climate Protection Charter as administered by the Sonoma County Transportation Authority (SCTA))
- Tourism Investors Committee (County committee no longer exists)

The following standing committee has been added

- Solar Sonoma County working group.

Attachments:

2009 Cotati City Council Appointments and Assignments worksheet

DT:tlt



**Cotati City Council  
2009 Appointments and Assignments Worksheet**

**Ad Hoc Committee**

<b>Name of Committee</b>	<b>2008 Member(s)</b>	<b>Dept/Hours/Duties/Qualifications</b>
Civic Center & Museum Subcommittee	Geoff Fox/Pat Gilardi	Meets as needed

**Standing Committees/Boards**

<b>Name of Committee</b>	<b>2008 Member</b>	<b>Alternate</b>	<b>Hours/Duties</b>
AB 939 Local Task Force	Linda Christopher (Cotati citizen)	Marsha Sue Lustig	Dept.: City Manager Hours: Bi-monthly - Second Thursday of the month - 1:30-3:00 p.m. - at Sonoma County Department of Transportation & Public Works  Duties: To develop goals, policies, and procedures which are consistent with guidelines and regulations adopted by the Board, to guide the development of the Siting Element of the County-wide integrated waste management plan.
Assoc. of Bay Area Governments (ABAG)	Janet Orchard	Geoff Fox/Dianne Thompson	Dept.: City Manager  <i>Note: ABAG Alternates have voting rights</i>
California Tiger Salamander (CTS)	John Guardino/ Janet Orchard	N/A	Dept.: City Manager  Hours: Activity has decreased; possibly some time commitment for 2009  Duties: Represent Cotati's interests in CTS mitigation efforts.
County-Wide Bicycle Advisory Committee	Marsha Sue Lustig	N/A	Dept.: Community Development  Hours: 2-3 hours/month

Name of Committee	2008 Member	Alternate	Hours/Duties
Library Advisory Board	Patty Minnis	N/ A Library Advisory Board Citizen Liaison, Janet Kurvers	Quarterly meetings, 6:30 p.m. - 7:30 p.m.
Marin/Sonoma Mosquito Abatement Dist.	Henry Fuhs	N/A	Cotati citizen Henry Fuhs has represented Cotati for 18 years; recently reappointed to a 2-year term expiring 12/31/2010.
REMIF Board of Directors	Dianne Thompson	Jone Hayes	<p>Dept.: Administrative Services</p> <p>Hours: Board meetings 4 times per year from 12:00-2:00 p.m. at Healdsburg City Hall; 2-day annual meeting each January (location rotates); annual PARMA conference each February</p> <p>Duties: Day to day management of risk management activities.</p> <p>Qualifications: Specialized knowledge of risk management; recommended that staff be appointed.</p>
Russian River Watershed Association	Janet Orchard	Damien O'Bid	<p>Dept.: Public Works</p> <p>Hours: Meetings typically held from 9-11 am on 4th Thursday of the month every other month in Windsor. 2 hours every other month for Board meeting, plus time for preparation, travel, etc.</p> <p>Duties: Attend RRWA Board meetings, as Cotati is a member. This group works on a variety of watershed issues that affect all members in the Russian River Watershed. It is an informational and advocacy group that focuses on watershed pollutants, permit issues, etc. The biggest issue currently is the pending municipal stormwater discharge permits.</p> <p>Qualifications: Should have an interest and preferably background in regional watershed issues.</p>

<b>Name of Committee</b>	<b>2008 Member</b>	<b>Alternate</b>	<b>Hours/Duties</b>
Sonoma Co. Transportation Authority (SCTA)	Pat Gilardi	Geoff Fox	<p>Dept.: Public Works</p> <p>Hours: Meetings typically held from 3:00-5:00 pm on 1st Monday of the month in Santa Rosa. 2 hours every month for SCTA Board meetings, plus time for preparation, travel, etc. Agendas and related documents are lengthy and very time consuming to review. Allow 10 hours minimum per month.</p> <p>Duties: Weigh in on a myriad of transportation related issues, including all modes of transportation. Involved in local and regional (Caltrans) projects. Also evolving to coordinate county wide GHG reduction efforts, which will become important.</p> <p>Qualifications: Should have an interest in and preferably a background in transportation issues, including how they relates to GHG emissions.</p> <p>*This is a critical assignment.</p>
Sonoma Co. Waste Management Agency (SCWMA)	Dianne Thompson	Marsha Sue Lustig	<p>Dept.: City Manager</p> <p>Hours: 3-4 hours/month</p> <p>Duties: Joint Powers agency with oversight of landfill and county-wide recycling efforts and hazardous materials.</p>
Southern Laguna Watershed Master Plan	Geoff Fox	Dianne Thompson/ Misti Harris	<p>Dept.: Community Development</p> <p>Hours: 1-2 hours/month</p> <p>Duties: Review and participate in development of watershed goals and projects.</p>

Name of Committee	2008 Member	Alternate	Hours/Duties
Subregional Wastewater Policy Advisory Comm.	Patty Minnis	Geoff Fox	<p>Dept.: Public Works</p> <p>Hours: Supposed to be held quarterly at 7 pm at the Laguna WWTP. No meeting since Oct. 2007, so time commitment is expected to be minimal.</p> <p>Duties: Weight in on wastewater issues that affect the City, including disposal and potentially recycling (if Cotati starts water recycling).</p> <p>Qualifications: Should have an interest and background in wastewater issues.</p>
Water Advisory Committee	John Guardino	Janet Orchard	<p>Dept.: Public Works</p> <p>Hours: Meetings typically held from 9-12 am on 1st Monday of the month at the Laguna WWTP. 3 hours every month for WAC Board meetings, plus time for preparation, travel, etc. Agendas and related documents are lengthy and very time consuming to review. Allow 10 hours minimum per month</p> <p>Duties: Weigh in on issues related to SCWA water supply. The upcoming SCWA budget, Draft EIR, Biological Opinion and possible contract negotiations will be very time consuming and may also require out of state travel to advocate on behalf of the City.</p> <p>Qualifications: Should have an interest in and background in regional water supply issues. It will be especially important as the City deals with these issues.</p> <p>*This is a critical assignment. If the representative does not attend the City does not get a vote. Staff are not able to vote on behalf of the City.</p>
Solar Sonoma County	Damien O'Bid	N/A	<p>Dept.: Public Works/Engineering.</p> <p>Hours: Monthly meetings</p> <p>Duties: Identifies opportunities that might contribute to the success of SSC through sharing information about participating organizations' priorities, upcoming projects, and other relevant issues</p>

**Mayors' and Councilmembers' Association**

<b>Name of Committee</b>	<b><u>2008 Member</u></b>	<b><u>Alternate</u></b>	<b>Hours/Duties</b>
City Selection Committee	Mayor	Vice Mayor	Member and alternate established by Gov't Code § 50270 et seq
Legislative Liaison	Pat Gilardi	Dianne Thompson	Dept.: City Manager.  Hours: Meetings the first Friday of the month, at 9:30 a.m. in the Maple room at the Finley Center in Santa Rosa. Meetings are usually 1-1/2 to 2 hours long.  Duties: Review all proposed legislation that could have an affect on cities; provide feedback to our League of Cities coordinator. As needed, agendize for our cities letters of support or opposition to a particular piece of legislation.
League of California Cities' Voting Delegate	(assigned by meeting)	(assigned by meeting)	
County Ag. Preservation/Open Space District Advisory Committee	Janet Orchard	N/A	Appointed by the Mayors' and Councilmembers' Association Board of Directors
North Bay Div., League of California Cities' Executive Board	Pat Gilardi	N/A	Appointed by the Mayors' and Councilmembers' Association Board of Directors

**Liaisons**

<b>Name of Agency</b>	<b>2008 Member</b>	<b>Hours/Duties</b>
Chamber of Commerce	Mayor and Vice Mayor	Attend monthly Chamber of Commerce Board of Director's meetings at 7:30 a.m.
Community and Environment Commission	Geoff Fox	Attend monthly meetings (2nd Monday of each month) 7:00 -9:00 p.m.; report back to Council as necessary.

Planning Commission	Patty Minnis	Attend meetings first & 3 <sup>rd</sup> Mondays of each month at 7:00 p.m.; report back to Council as necessary. 2-4 hours/month
Design Review Committee	Pat Gilardi	Attend meetings first & 3 <sup>rd</sup> Thursdays of each month at 4:30 p.m.; report back to Council as necessary. 2-4 hours/month

## City Council Agenda Regular Agenda

**Subject:** Recommendation to the Mayors' and Councilmembers' Association City Selection Committee for nomination to the Coastal Commission

**Date:** January 14, 2009

**Written by:** Dianne Thompson, City Manager

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### **Recommendation**

It is recommended that the Council adopt a motion to support its recommendation for the Mayors' and Councilmembers' Association City Selection Committee for nomination to the Coastal Commission.

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### **Background**

The Coastal Commission, in partnership with coastal cities and counties, plans and regulates the use of land and water in the coastal zone. Development activities in the coastal zone generally require a coastal permit from either the Coastal Commission or the local government.

Voting members of the Coastal Commission are appointed either by the Governor, Senate Rules Committee, or the Speaker of the Assembly. Appointments of the local government members are for a 4-year term and are made from nominations provided by the Boards of Supervisors and City Selection Committees of each County.

### **Analysis/Discussion**

The Sonoma County Mayors' and Councilmembers' Association Mayors' City Selection Committee will conduct a special meeting of the Mayors (or their designee if they cannot attend) on Tuesday, January 20, 2009, in the City of Rohnert Park Council Chambers -130 Avram Avenue at 7:00 p.m. The names of those receiving a majority vote will be sent to the State for consideration of appointment to a 4-year term on the Coastal Commission.

A letter of interest for the Coastal Commission has been received from Sarah Glade Gurney (City of Sebastopol).

### **Financial Considerations**

None.

## **Environmental Issues**

None.

### Attachments:

1. Voting designation form
2. California Coastal Commission
3. Public Resources Code Section 30301.2
4. Letter of interest

DT:tl

CITY OF \_\_\_\_\_  
Sonoma County, CA

December 24, 2008

Beth Lidster

City of Rohnert Park / Mayors' and Council Members' Association  
130 Avram Avenue  
Rohnert Park, CA 94928

Mary Bowman

Chair of the Sonoma County City Selection Committee  
575 Administration Drive, Room 100A  
Santa Rosa, CA 95403

Suzanne Sheppard

City of Santa Rosa / Mayors & Council Members Association  
100 Santa Rosa Avenue  
Santa Rosa, CA 95404

To Whom It May Concern:

In the event that I am unable to attend a meeting of the Board of Directors, Vice Mayor \_\_\_\_\_, and Council Members \_\_\_\_\_, and \_\_\_\_\_ are designated representatives who may vote in my place on all occasions.

If more than one of the above-listed representatives are present, they are designated to vote in the order given above.

Sincerely,

\_\_\_\_\_, Mayor  
City of \_\_\_\_\_

CALIFORNIA COASTAL COMMISSION

AUTHORITY:

Public Resources Code, §30301 et seq (Amended by: Ch. 1 of 2003, AB 1 (2X) - Jackson); Public Resources Code, §30301 (Amended by: Ch. 162 of 1997, AB 198 - Wayne); (Amended by: Ch. 208 of 1995, SB 787 - Mello); (Created/Amended by: 1982, SB 1195)

APPOINTING POWER:

Governor; Senate Rules Committee; Speaker of the Assembly

NUMBER:

15 Members

4 - Senate Rules Committee

1 - county supervisor or city council person from the North Central Coast Region -- the counties of Sonoma, Marin and San Francisco

1 - county supervisor or city council person from the South Coast Region -- the counties of Los Angeles and Orange

2 - persons who are not county supervisors or city council persons who shall serve at large.

4 - Speaker

1 - county supervisor or city councilperson from the Central Coast Region - the counties of San Mateo, Santa Cruz & Monterey

1 - county supervisor or city councilperson from the San Diego Coast Region - the County of San Diego

2 - persons who are not county supervisors or city councilpersons who shall serve at large.

4 - Governor

1 - county supervisor or city council person from the North Coast Region - counties of Del Norte, Humboldt and Mendocino

1 - county supervisor or city council person from the South Central Coast Region - counties of San Luis Obispo, Santa Barbara and Ventura

2 - persons who are not county supervisors or city council persons who shall serve at large.

Secretary of Resources Agency or designee

Secretary of Business & Transportation Agency or designee

Chair of State Lands Commission or designee

QUALIFICATIONS:

Appointments of the local government members shall be from nominations provided by the Boards of Supervisors and City Selection Committee of each county within a specified region.

TERM:

4 years. Appointments end on May 20 with a vacancy to be filled for the remainder of an unexpired term.

All locally elected officials' memberships on the Commission shall cease 60 days after the term of office as a locally elected official ceases.

COMPENSATION:

Members receive \$50 per meeting and \$12.50 per hour in preparation for each meeting not to exceed 8 hours per meeting, and actual and necessary expenses.

COASTAL COMMISSION - continuedPURPOSE:

The commission, unless specifically otherwise provided, shall have the primary responsibility for the implementation of the provisions of Division 20 of the Public Resources Code and is designated as the state coastal zone planning and management agency for any and all purposes, and may exercise any and all powers set forth in the Federal Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.) or any other federal act that relates to the planning or management of the coastal zone.

COMMENT:

Meets 12 times a year; 2 days or more at coastal communities throughout the state. Preparation time can be extensive. (2009)

Website: [www.coastal.ca.gov/](http://www.coastal.ca.gov/)

PUBLIC RESOURCES CODE  
Section 30301.2

30301.2. (a) The appointments of the Governor, the Senate Committee on Rules, and the Speaker of the Assembly, pursuant to subdivision (e) of Section 30301, shall be made as prescribed in this section. Within 45 days from the date of receipt of a request for nominations by the appointing authority, the board of supervisors and city selection committee of each county within the region shall nominate supervisors or city council members who reside in the region from which the Governor, the Senate Committee on Rules, or the Speaker of the Assembly shall appoint a replacement. In regions composed of three counties, the board of supervisors and the city selection committee in each county within the region shall each nominate one or more supervisors and one or more city council members. In regions composed of two counties, the board of supervisors and the city selection committee in each county within the region shall each nominate not less than two supervisors and not less than two city council members. In regions composed of one county, the board of supervisors and the city selection committee in the county shall each nominate not less than three supervisors and not less than three city council members. Immediately upon selecting the nominees, the board of supervisors and the city selection committee shall send the names of the nominees to either the Governor, the Senate Committee on Rules, or the Speaker of the Assembly, whoever will appoint the replacement.

(b) Within 30 days from the date of receipt of the names of the nominees pursuant to subdivision (a), the Governor, the Speaker of the Assembly, or the Senate Committee on Rules, whoever will appoint the replacement, shall either appoint one of the nominees or notify the boards of supervisors and city selection committees within the region that none of the nominees are acceptable and request the boards of supervisors and city selection committees to make additional nominations. Within 45 days from the date of receipt of a notice rejecting all of the nominees, the boards of supervisors and city selection committees within the region shall nominate and send to the appointing authority the names of additional nominees in accordance with subdivision (a). Upon receipt of the names of those additional nominees, the appointing authority shall appoint one of the nominees.

\*

Last Affected Bill - (AB 0800)  
(Amended by Stats. 2004, Ch. 746, Sec. 2. Effective January 1, 2005.)



# City of Sebastopol

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**SEBASTOPOL**  
Local Flavor. Global Vision.

MAYOR  
Sarah Gurney

CITY COUNCIL  
Linda Kelley, Vice Mayor  
Larry Robinson  
Kathleen Shaffer  
Guy Wilson

CITY MANAGER  
David D. Brennan

CITY CLERK/PROGRAM MANAGER  
Mary C. Gourley

December 31, 2008

Mayor Pat Gilardi  
City of Cotati  
201 West Sierra Avenue  
Cotati, CA 94931

RE: California Coastal Commission Letter of Interest

Dear Mayor Gilardi and City of Cotati City Council Members:

I seek nomination by the Sonoma County Mayors and Council Members Association to the vacancy for an elected official on the California Coastal Commission. Please consider my letter of interest at the next meeting of the Mayors' City Selection Committee.

I am uniquely qualified for this responsibility because of my personal and political accomplishments.

Having hiked nine of the fifteen coastal counties, some more than once, I have a lifetime of recreational experience on the spectacular California Coast. My interest and commitment to the coast led me to volunteer for more than five years as Board Member of Coastwalk California, a statewide organization working to ensure the right of all people to reach and responsibly enjoy the coast. I continue to serve on Coastwalk's Finance and Development Committee as we anticipate ongoing success in 2009 signing the 1200-mile-long California Coastal Trail. This opportunity has allowed me to meet electeds, staff, planners, and organizations up and down the coast as we have joined efforts to complete our border-to-border trail. It has been my honor to work with other advocates for a well-stewarded coast, prized as an irreplaceable commons open to all.

From my service to the City of Sebastopol, I am well versed in planning and land use. I previously sat on our Planning Commission, being selected as Vice Chair and Chair, and am now in my second term on our City Council and second term as Mayor in the last three years. As Mayors and Council Members, you well understand the challenges in balancing our concerns for our limited natural resources with economic vitality and social equity.

I would be grateful for the opportunity to serve on the Coastal Commission and am ready to work diligently for its mission: to protect, conserve, restore and enhance the environmental and human-based resources of our coast and ocean for environmentally sustainable and prudent use by current and future generations.

Very truly yours,

Sarah Glade Gurney  
Mayor of Sebastopol



## City Council Agenda Regular Calendar

**Subject:** Adopt a resolution consenting to inclusion of Cotati into County of Sonoma's Contractual Assessment Program per AB 811

**Date:** January 14, 2009

**Written by:** Damien O'Bid, City Engineer / Director of Public Works

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### **Recommendation**

It is recommended that the Council adopt a resolution consenting to inclusion of properties within the City's incorporated area in the County of Sonoma's Contractual Assessment Program to Finance Distributed Generation Renewable Energy Sources and Energy Efficiency Improvements.

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### **Background**

On July 21, 2008, the Governor approved Assembly Bill 811 (AB 811), which amended sections of the Streets and Highways Code to allow for the creation of contractual assessments to finance the installation of distributed generation renewable energy sources or energy efficiency improvements.

The criteria for the assessments under AB 811 are that:

1. The improvements must be permanently fixed to residential, commercial, industrial, or other real property; and
2. Assessments may be levied only with the free and willing consent of the owner of each lot or parcel.

AB 811 assessments cannot be used for:

1. Financing facilities for parcels which are undergoing development.
2. Financing the purchase or installation of appliances that are not permanently fixed to residential, commercial, industrial, or other real property.

The County of Sonoma (County) has been researching a similar program in Palm Desert, and is currently conducting a feasibility analysis for creation of a county-wide energy efficiency and distributed generation assessment district. In the near future, the County will consider adoption

of a Resolution of Intent (attached as Exhibit A to proposed resolution) which directs County staff to draft an assessment report. Prior to County adoption of the Resolution of Intent, each city in Sonoma County must adopt a resolution consenting for inclusion in a County-wide assessment district. This consent is required prior to adoption of the Resolution of Intent because the subsequent assessment report will describe the boundaries of the district, a funding plan, and other details of the assessment formation.

### **Analysis/Discussion**

Until the County adopts the Resolution of Intent many of the program details will not be known, including the exact boundaries of the assessment district, the final list of eligible projects, the terms of the assessments, and the financing mechanism including any potential cost sharing. However, once each city has indicated by resolution it's intent to be included in the assessment district, the cities and County will negotiate the program details, including administration, financing, approved technologies, and any conditions the city or town wishes to impose on participating properties in its jurisdiction. No assessments would proceed within the City limits until the City and County are satisfied with the terms of the program. Also, property owners must willingly apply for the assessment.

This type of low-cost financing can be a valuable option for property owners in Cotati to eliminate high up-front costs, and is attractive because it is a voluntary program. Furthermore, these types of options will be required to meet the City's adopted community greenhouse gas reduction targets.

### **ELIGIBLE PROJECTS**

Eligible types of projects may include, but are not limited to:

1. High efficiency air conditioning and ventilation systems;
2. High performance windows;
3. High efficiency and tankless water heating equipment;
4. Photovoltaic and thermal solar energy systems;
5. Cool roof systems;
6. Geothermal exchange heat pumps;
7. Zoning control and energy management control systems;
8. High efficiency irrigation pumps and controls;
9. Natural gas fuel cells;
10. Wind and geothermal energy systems;

11. Wall, ceiling and roof insulation upgrades;

12. A variety of water-saving devices

### **ASSESSMENT DISTRICT FINANCING**

Initially the assessment district will need start-up financing for the initial projects prior to the collection of revenue from the assessments. The County may advance its own funds to finance work, or may enter into agreements with other public entities, including but not limited to the towns and cities within the County and the Sonoma County Water Agency, to advance their funds to the County to finance work. Such advances shall be repaid through contractual assessments and the County may sell bonds or other forms of indebtedness to reimburse such advances.

In the longer term, the work will likely be done through issuance of bonds, notes, or lines of credit, which would be repaid by the property tax assessments. Incidental costs, such as administrative costs, can be recovered with the assessment. However, the details of what will be included in the assessment will be determined in the assessment report and are unclear at this time.

### **PROGRAM IMPLEMENTATION**

The County has indicated that they will conduct smaller pilot programs at various locations in the county prior to extending the program county-wide. The intent is to work out the potential administration and funding details on a small scale before implementing the larger program. Although no time frame has been established for implementation of the county-wide program, the pilot programs will include projects such as the Airport Business Park recycled water geothermal system.

Once the county-wide program is in place, County officials would enter into contractual assessments directly with property owners. The City would likely be involved in this process, and would also be working with the property owners on permitting issues, as applicable.

As an alternative, any City may also choose to form its own assessment district. However, this approach is not likely to be practical for Cotati due to resource limitations to create the assessment district, provide start-up financing, and ongoing administration of the assessment district. The more cost effective and feasible approach appears to be inclusion in a county-wide or multi-jurisdictional program.

### **TERMS OF ASSESSMENTS**

The County has indicated that they would like to establish a long term property assessment (20-30 years) at a competitive interest rate for qualifying projects. In essence, the property owner would apply to be included in the assessment for the purposes of installing a qualifying distributed generation or energy efficiency retrofit. This would involve entering into an agreement with the County that would define the terms. The property owner would hire the contractor and install the equipment directly. The County's role would be to pay the upfront

costs, with the property owner then committing to repay over an agreed upon duration with the property tax bills.

The primary advantages of this type of project financing is that the assessment will stay with the property, and therefore the remaining balance will not be due upon sale of the property. Assuming the interest rate is similar to other likely sources of financing (such as a home equity lines of credit), the advantage is that this financing would be at a fixed rate rather than adjustable.

### **Financial Considerations**

At this time, it is not clear what type of resource commitments would be necessary from the City. However, it is likely that there will be an ongoing staff time commitment to develop the program and negotiate the terms of the assessment within Cotati. The City may also be asked to provide seed money (to be repaid) or possibly provide ongoing financial support if the assessments don't cover all administrative costs. This will become clear after the County has written the assessment report and the City and County negotiate terms of the assessment district.

### **Environmental Issues**

None.

Attachments:

1. Proposed resolution with Exhibit A
2. Assembly Bill No. 811

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S  
INCORPORATED AREA IN THE COUNTY OF SONOMA'S CONTRACTUAL  
ASSESSMENT PROGRAM TO FINANCE DISTRIBUTED GENERATION  
RENEWABLE ENERGY SOURCES AND ENERGY EFFICIENCY IMPROVEMENTS**

**WHEREAS**, the City of Cotati is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act"), the Legislature has authorized cities and counties to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently fixed to their property (the "Improvements") through a contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners in the County of Sonoma (the "County") would promote the purposes cited above and assist the towns and cities of Sonoma County, including Cotati in meeting its goal established by this Council on August 24, 2005 of reducing its greenhouse gas emissions community-wide by 30% over 1990 levels by 2015; and

**WHEREAS**, the City wishes to provide innovative solutions to its residents to achieve energy efficiency and independence, and in doing so cooperate with the County in order to efficiently and economically assist all County property owners in financing such Improvements; and

**WHEREAS**, the Board of Supervisors of the County (the "Board of Supervisors") has authority to establish a contractual assessment program ("the Program") as permitted by the Act, to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently affixed to real property; and

**WHEREAS**, the County is conducting an analysis to determine the feasibility of the Program, and to develop parameters for implementation and administration of the Program; and

**WHEREAS**, City wishes to participate with the County in the Program, if the County adopts a County-wide assessment program, under terms and conditions agreed to by City and County; and

**WHEREAS**, state law permits the County to offer participation in the Program to property owners in incorporated areas within the County so long as the governing body of such incorporated area approves the proposed Resolution of Intention to establish the Program, consents to the inclusion in the Program of properties in the incorporated area within the

County and consents to the Improvements to be done within such incorporated area and the assumption of jurisdiction thereover by the County for the purposes aforesaid; and

**WHEREAS**, this Council has reviewed the County’s proposed Resolution of Intention to establish the Program entitled “Resolution of the Board of Supervisors Declaring its Intention to Finance Distributed Generation Renewable Energy Sources and Energy Efficiency Improvements Through the Use of Contractual Assessments” (“the County Resolution”) attached hereto as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cotati that:

1. This Council finds and declares that property in City’s incorporated area will be benefited by the Improvements proposed in the County Resolution.
2. This Council hereby supports the County’s ongoing feasibility analysis and development of an AB 811 contractual assessment program.
3. Before the Program is extended into City’s incorporated area, City and County shall reach an agreement addressing administrative issues such as program administration, financing, approved technologies, and any conditions City wishes to impose on participating properties in its jurisdiction.
4. This Council hereby approves the proposed County Resolution, substantially in the form attached hereto as Exhibit A.
5. This Council hereby finds and determines that in the event it is necessary for the Board of Supervisors to make minor, nonsubstantive changes to the County Resolution, such minor, nonsubstantive changes do not require the approval of this Council.
6. This Council consents to inclusion in the Program of all of the properties in the incorporated area within the City of Cotati and to the Improvements proposed in the County Resolution within the City limits, upon the request and agreement of the property owner, in compliance with applicable laws, rules and regulations; and to the assumption of jurisdiction thereover by the County for the purposes aforesaid.
7. The consent of this Council constitutes assent to the assumption of jurisdiction by the County for all purposes of the Program and authorizes the County, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.
8. Staff is authorized and directed to coordinate with County staff to facilitate operation of the Program, obtain direction from Council upon reaching a tentative agreement with the County, and report back periodically to this Council on the success of the Program.

9. The Clerk is directed to send a certified copy of this resolution to the Clerk of the Board of Supervisors.

**IT IS HEREBY CERTIFIED** that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 14th day of January, 2009 by the following vote, to wit:

GILARDI \_\_\_\_\_  
GUARDINO \_\_\_\_\_  
BARICH \_\_\_\_\_  
COLEMAN \_\_\_\_\_  
ORCHARD \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Tamara Taylor, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Resolution No. \_\_\_\_\_  
County Administration Bldg.  
Santa Rosa, CA  
Date: \_\_\_\_\_

**RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF SONOMA DECLARING ITS INTENTON TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY EFFICIENCY IMPROVEMENTS THROUGH THE USE OF CONTRACTUAL ASSESSMENTS PURSUANT TO CHAPTER 29 OF PART 3 OF DIVISION 7 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND SETTING A PUBLIC HEARING THEREON**

**WHEREAS**, pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the “Act”), the Board of Supervisors proposes to establish a contractual assessment program to assist property owners with the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently fixed to their property (“Program”); and

**WHEREAS**, in the opinion of this Board, property in the incorporated areas within the County would be benefitted by including such properties in the Program, subject to the approval/consent of the governing body of any incorporated town or city; and

**WHEREAS**, County is willing to extend the program into incorporated areas provided that the governing body of any such area and County reach agreement on administrative issues such as program administration, financing, approved technologies, and any conditions on operation of the Program requested by City, prior to the Program being offered in such jurisdiction;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sonoma takes the following actions:

**Section 1.** The Board of Supervisors hereby finds and declares all of the following:

- A. All of the above recitals are true and correct.
- B. Energy conservation efforts, including the promotion of energy efficiency improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change.
- C. Energy efficiency improvements include improvements that promote water efficiency. The California Energy Commission prepared a staff report in November 2005 regarding California’s water-energy relationship. The report states:

“As California continues to struggle with its many critical energy supply and infrastructure challenges, the state must identify and address the points of highest stress. At the top of this list is California’s water-energy relationship; water-related energy use consumes 19 percent of the state’s electricity, 30 percent of its natural gas, and 88 billion gallons of diesel fuel every year – and this demand is growing. . . . [A] major portion of the solution is closer coordination between the water and energy sectors. . . . The state can meet energy and

demand reduction goals . . . by simply recognizing the value of the energy saved for each unit of water saved.”

The direct relationship between water use and energy use means that improvements to residential, commercial, industrial, or other real property which promote water efficiency result in energy efficiency.

D. The upfront cost of making residential, commercial, industrial, or other real property more energy efficient prevents many property owners from making those improvements. To make those improvements more affordable and to promote the installation of those improvements, the Legislature has authorized an alternative procedure pursuant to the Act for authorizing assessments to finance the cost of energy efficiency improvements.

E. A public purpose will be served by a contractual assessment program whereby the Board of Supervisors is authorized to finance the installation of distributed generation renewable energy sources and energy efficiency improvements that are permanently fixed to residential commercial, industrial, or other real property.

F. Property located in incorporated areas within the County will benefit from inclusion in the program; and, subject to the approval/consent of the governing body of any incorporated town or city, including such property in the Program will serve the public purpose of promoting conservation efforts and addressing the issue of global climate change.

**Section 2.** The Board of Supervisors hereby determines that it would be convenient, advantageous and in the public interest to designate the entire County, unincorporated and incorporated as an area within which authorized County officials and property owners may enter into contractual assessments pursuant to the Act to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property.

**Section 3.** The Board of Supervisors hereby declares that the proposed distributed generation renewable energy sources and energy efficiency improvements are of such a character that they directly and peculiarly affect property in both the unincorporated and incorporated areas within the County and that the purposes sought to be accomplished by such improvements can best be accomplished by a single, comprehensive program. Therefore, the County proposes to make contractual assessment financing available to the owners of property in the County, unincorporated and incorporated, to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property. The County will do so via a phased approach to allow for the thoughtful development of the best management and administration structure to support this effort.

**Section 4.** The County Administrator (the “Authorized Officer”), or designee, shall prepare or direct the preparation of, as part of the report required in Section 8 of this Resolution, and update, as the Authorized Officer deems necessary, a list of the distributed generation renewable energy sources or energy efficiency improvements that may be financed through the County’s contractual assessment financing program. The types of distributed generation renewable energy sources or energy efficiency improvements eligible for financing through contractual assessments may include, but are not limited to: high efficiency air conditioning and ventilation systems, high performance windows, high efficiency and tankless water heating equipment, photovoltaic and thermal solar energy systems, cool roof systems, geothermal exchange heat pumps, zoning control and energy management control systems, high efficiency

irrigation pumps and controls, natural gas fuel cells, wind and geothermal energy systems, and wall, ceiling and roof insulation upgrades.

**Section 5.** The area within which contractual assessments may be entered into pursuant to the Act is all land within the defined boundaries of the County.

**Section 6.** No contractual assessment will be levied on a parcel situated within an incorporated area and no contractual assessment agreement will be entered into with the owner(s) of any such parcel unless and until (1) the legislative body of the respective town or city has, prior to the adoption of this resolution of intention, adopted a resolution consenting to inclusion of parcels within the town or city in the contractual assessment program and authorizing the County to levy assessments, to impose the contractual assessment liens and to finance the eligible improvement on such parcels; and (2) the legislative body of such city or town has entered into an agreement with the County addressing issues such as program administration, financing, approved technologies, and any conditions the city or town wishes to impose on participating properties in its jurisdiction.

**Section 7.** The proposed arrangements for financing the contractual assessment financing program are briefly described as follows: The County may issue bonds, notes, receive lines of credit, and enter into other financing instruments or relationships pursuant to the Act, the principal and interest of which would be repaid by contractual assessments. Alternatively or in the interim, the County, may advance its own funds to finance work, or enter into agreements with other public entities, including but not limited to the towns and cities within the County and the Sonoma County Water Agency, to advance their funds to the County to finance work. Such advances shall be repaid through contractual assessments and the County may sell bonds or other forms of indebtedness to reimburse such advances. The proposed financing arrangements may include the lease-purchase of public facilities pursuant to a lease or other contractual arrangement with a public financing authority or non profit entity or other financing elements as may be determined necessary or useful to the financing of the contractual assessment program.

In the event improvement bonds will be issued pursuant to Streets and Highways Code Section 5898.28 to represent assessments, all of the following will apply to the extent not in conflict with the Act:

- (a) Provision is hereby made for the issuance of improvement bonds, in one or more series;
- (b) Notice is hereby given that serial bonds or term bonds or both to represent unpaid assessments, and to bear interest at the rate of not to exceed 12 percent per year, or such other amount authorized by law, payable semiannually, shall be issued hereunder in one or more series in the manner provided by the Division 10 (to the extent not in conflict with the Act), and the last installment of bonds shall mature a maximum of 39 years from the second day of September next succeeding 12 months from their date.
- (c) The County hereby determines and declares that the County may obligate itself to advance available funds from the County treasury to cure any deficiency which may occur in the bond redemption fund.

- (d) The County hereby determines that the principal amount of bonds maturing or becoming subject to mandatory prior redemption each year shall be other than an amount equal to an even annual proportion of the aggregate principal amount of the bonds, and the amount of principal maturing or becoming subject to mandatory prior redemption in each year plus the amount of interest payable in that year shall be an aggregate amount that is substantially equal each year, except for the moneys falling due on the first maturity or mandatory prior redemption date of the bonds which shall be adjusted to reflect the amount of interest earned from the date when the bonds bear interest to the date when the first interest is payable on the bonds.
- (e) With respect to the procedures for collection of assessments and the advance retirement of bonds, the County proposes to proceed under the provisions of Part 11.1 of Division 10 (commencing with Section 8760 of the Streets and Highways Code).

**Section 8.** The Board of Supervisors hereby directs the Authorized Officer to prepare, or direct the preparation of, and file with the Board of Supervisors a report pursuant to Section 5898.22 of the California Streets and Highways Code at or before the time of the public hearing described in Section 8 hereof (the "Report"). The Report shall contain all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered.
- (b) A draft contract specifying the terms and conditions that would be agreed to by a property owner within the contractual assessment area and the County.
- (c) A statement of County policies concerning contractual assessments including all of the following:
  - (i) Identification of types of facilities, distributed generation renewable energy sources, or energy efficiency improvements that may be financed through the use of contractual assessments;
  - (ii) Identification of a County official authorized to enter into contractual assessments on behalf of the County,
  - (iii) A maximum aggregate dollar amount of contractual assessments; and
  - (iv) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
  - (v) Parameters for extending the Program into incorporated areas.



## Assembly Bill No. 811

### CHAPTER 159

An act to amend Sections 5898.12, 5898.20, 5898.22, and 5898.30 of, and to add Sections 5898.14 and 5898.21 to, the Streets and Highways Code, relating to contractual assessments, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor July 21, 2008. Filed with  
Secretary of State July 21, 2008.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 811, Levine. Contractual assessments: energy efficiency improvements.

Existing law authorizes the legislative body of any city, as defined, to determine that it would be convenient and advantageous to designate an area within which authorized city officials and free and willing property owners may enter into contractual assessments and make arrangements to finance public improvements to specified lots or parcels under certain circumstances. Existing law requires the legislative body to make these determinations by adopting a resolution indicating its intention to do so and requires the resolution to include certain information, including, but not limited to, identification of the kinds of public works that may be financed, a description of the boundaries of the area within which contractual assessments may be entered into, and a description of the proposed arrangements for financing the program. Existing law also directs an appropriate city official to prepare a report to include, among other things, the terms and conditions that would be agreed to by a property owner within the contractual assessment area and the city and identification of the types of facilities that may be financed through the use of contractual assessments.

This bill would additionally authorize a legislative body of any city, as defined, to determine that it would be in the public interest to designate an area within which authorized city officials and free and willing property owners may enter into contractual assessments to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property, as specified. The bill would require the resolution of intention to include, among other things, the kinds of distributed generation renewable energy sources or energy efficiency improvements that may be financed as well as a statement specifying that it is in the public interest to finance those distributed generation renewable energy sources or energy efficiency improvements. The bill would further require the report to include, among other things, the types of distributed generation renewable energy sources or energy efficiency improvements that may be financed through the use of contractual

assessments. The bill would authorize a property owner, upon written consent of an authorized city official, to purchase directly the related equipment and materials for the installation of distributed generation renewable energy sources or energy efficiency improvements and to contract directly for the installation of those sources or improvements. The bill would make findings and a declaration in this regard.

This bill would declare that it is to take effect immediately as an urgency statute.

*The people of the State of California do enact as follows:*

SECTION 1. Section 5898.12 of the Streets and Highways Code is amended to read:

5898.12. (a) It is the intent of the Legislature that this chapter should be used to finance public improvements to lots or parcels which are developed and where the costs and time delays involved in creating an assessment district pursuant to other provisions of this division or any other law would be prohibitively large relative to the cost of the public improvements to be financed.

(b) It is also the intent of the Legislature that this chapter should be used to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to residential, commercial, industrial, or other real property.

(c) This chapter shall not be used to finance facilities for parcels which are undergoing development.

(d) This chapter shall not be used to finance the purchase or installation of appliances that are not permanently fixed to residential, commercial, industrial, or other real property.

(e) Assessments may be levied pursuant to this chapter only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied.

SEC. 2. Section 5898.14 is added to the Streets and Highways Code, to read:

5898.14. (a) The Legislature finds all of the following:

(1) Energy conservation efforts, including the promotion of energy efficiency improvements to residential, commercial, industrial, or other real property are necessary to address the issue of global climate change.

(2) The upfront cost of making residential, commercial, industrial, or other real property more energy efficient prevents many property owners from making those improvements. To make those improvements more affordable and to promote the installation of those improvements, it is necessary to authorize an alternative procedure for authorizing assessments to finance the cost of energy efficiency improvements.

(b) The Legislature declares that a public purpose will be served by a contractual assessment program that provides the legislative body of any city with the authority to finance the installation of distributed generation

renewable energy sources and energy efficiency improvements that are permanently fixed to residential, commercial, industrial, or other real property.

SEC. 3. Section 5898.20 of the Streets and Highways Code is amended to read:

5898.20. (a) (1) The legislative body of any city may determine that it would be convenient and advantageous to designate an area within the city, which may encompass the entire city or a lesser portion, within which authorized city officials and property owners may enter into contractual assessments for public improvements and to make financing arrangements pursuant to this chapter.

(2) The legislative body of any city may also determine that it would be convenient, advantageous, and in the public interest to designate an area within the city, which may encompass the entire city or a lesser portion, within which authorized city officials and property owners may enter into contractual assessments to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property pursuant to this chapter.

(b) The legislative body shall make these determinations by adopting a resolution indicating its intention to do so. The resolution of intention shall include a statement that the city proposes to make contractual assessment financing available to property owners, shall identify the kinds of public works, distributed generation renewable energy sources, or energy efficiency improvements that may be financed, shall describe the boundaries of the area within which contractual assessments may be entered into, and shall briefly describe the proposed arrangements for financing the program. The resolution of intention shall state that it is in the public interest to finance the installation of distributed generation renewable energy sources or energy efficiency improvements, or both, pursuant to paragraph (2) of subdivision (a), if applicable. The resolution shall state that a public hearing should be held at which interested persons may object to or inquire about the proposed program or any of its particulars, and shall state the time and place of the hearing. The resolution shall direct an appropriate city official to prepare a report pursuant to Section 5898.22 and to enter into consultations with the county auditor's office or county controller's office in order to reach agreement on what additional fees, if any, will be charged to the city or county for incorporating the proposed contractual assessments into the assessments of the general taxes of the city or county on real property.

(c) As used in this chapter, each of the following terms has the following meaning:

(1) Notwithstanding Section 5005, "city" means a city, county, or city and county.

(2) "Legislative body" has the same meaning as defined in Section 5006.

SEC. 4. Section 5898.21 is added to the Streets and Highways Code, to read:

5898.21. Notwithstanding any other provision of this chapter, upon the written consent of an authorized city official, the proposed arrangements

for financing the program pertaining to the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property may authorize the property owner to purchase directly the related equipment and materials for the installation of distributed generation renewable energy sources or energy efficiency improvements and to contract directly for the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to the property owner's residential, commercial, industrial, or other real property.

SEC. 5. Section 5898.22 of the Streets and Highways Code is amended to read:

5898.22. The report shall contain all of the following:

(a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered.

(b) A draft contract specifying the terms and conditions that would be agreed to by a property owner within the contractual assessment area and the city.

(c) A statement of city policies concerning contractual assessments including all of the following:

(1) Identification of types of facilities, distributed generation renewable energy sources, or energy efficiency improvements that may be financed through the use of contractual assessments.

(2) Identification of a city official authorized to enter into contractual assessments on behalf of the city.

(3) A maximum aggregate dollar amount of contractual assessments.

(4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.

(d) A plan for raising a capital amount required to pay for work performed pursuant to contractual assessments. The plan may include amounts to be advanced by the city through funds available to it from any source. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28. The plan shall include a statement of or method for determining the interest rate and time period during which contracting property owners would pay any assessment. The plan shall provide for any reserve fund or funds. The plan shall provide for the apportionment of all or any portion of the costs incidental to financing, administration, and collection of the contractual assessment program among the consenting property owners and the city.

(e) A report on the results of the consultations with the county auditor's office or county controller's office concerning the additional fees, if any, that will be charged to the city or county for incorporating the proposed contractual assessments into the assessments of the general taxes of the city or county on real property, and a plan for financing the payment of those fees.

SEC. 6. Section 5898.30 of the Streets and Highways Code is amended to read:

5898.30. Assessments levied pursuant to this chapter, and the interest and any penalties thereon shall constitute a lien against the lots and parcels of land on which they are made, until they are paid. Division 10 (commencing with Section 8500) applies to the levy and collection of assessments levied pursuant to this chapter, insofar as those provisions are not in conflict with the provisions of this chapter, including, but not limited to, the collection of assessments in the same manner and at the same time as the general taxes of the city on real property are payable and any penalties and remedies and lien priorities in the event of delinquency and default.

SEC. 7. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order for legislative bodies of cities and free and willing property owners to enter into contractual assessments to finance the installation of distributed generation renewable energy sources or energy efficiency improvements and for the state to begin to experience the effects of these contractual assessments, such as saving millions of kilowatthours, as early as this summer when usage is the highest, it is necessary that this act take effect immediately.



## City Council Agenda Public Hearing

**Subject:** Adoption of a Resolution Approving a Garbage and Rubbish Disposal Rate Increase Effective January 1, 2009

**Date:** January 14, 2009

**Written By:** Marsha Sue Lustig, Assistant to the City Manager

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### **RECOMMENDATIONS:**

It is recommended that the City Council adopt a resolution approving a garbage disposal rate increase effective January 1, 2009.

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### **Background:**

On December 12, 2007, the City Council approved the reassignment of the City's Amended and Restated Agreement For Garbage and Rubbish Disposal from Waste Management, Inc. to Redwood Empire Disposal (a.k.a. RED, Rhatto and Northbay Corporation).

There are two general mechanisms for RED to receive an annual increase in compensation: for increases in tipping fees at the landfill and a rate adjustment equal to 70% of the annual change in the consumer price index (CPI). At the December 2007 hearing, the City Council approved compensating RED for the pass through costs not recouped since June, 2005. The last increase based upon the CPI occurred in 2004.

### **Analysis/Discussion:**

RED has submitted the attached request for a rate increase, commencing January 1, 2009. The rate increase request is for 6.33% over the 2007 rates. The new rates are shown on Exhibit B of the resolution. This increase is a "catch up" for the annual CPI adjustment (collection) and also includes the most recent landfill tipping fee increases (disposal). Under the collection portion of the costs, the change in the CPI index was 11.919% and 70% of that amount is 8.34%. Under the disposal portion of the costs, the tipping fee increased from \$88.90 to \$91.80, or 3.26% since the last tipping fee increase in 2007. The combined increase for the entire rate is 6.33%.

This is the first year with RED as the franchise holder. While there have been a number of service complaints, mainly in the area of street sweeping, RED has moved quickly to resolve issues.

**Financial Considerations:**

The proposed rate increase will not result in an increase in the residential garbage rates. The commercial sector rates will be increased but the overall rate structure remains competitive with other Sonoma County cities.

Attachments:

1. Proposed resolution
2. RED letter dated December 5, 2008
3. RED letter dated November 24, 2008
4. Sonoma County Rate comparison table

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI  
APPROVING A GARBAGE AND RUBBISH DISPOSAL RATE INCREASE FOR  
THE 2009 CALENDAR YEAR**

WHEREAS, the City of Cotati ("City") entered into an agreement effective January 1, 1993 with Larry's Sanitary Service, Inc. for exclusive unlimited trash collection and street sweeping within the city limits; and

WHEREAS, said agreement was assigned to USA Waste of California, Inc., then Waste Management, Inc., and is now assigned to Redwood Empire Disposal (RED); and

WHEREAS, provisions of the agreement allow annual review of the rate structure for trash collection services; and

WHEREAS, the agreement requires consideration of annual increases in landfill tipping fees charged by Sonoma County to RED, and 70% of the annual change in the consumer price index (CPI); and

WHEREAS, the City has received a proposal from RED to increase the rate consistent with the existing ten year agreement with a rate methodology agreed to and approved by the City.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Cotati does approve the 2009 rates set forth in Exhibit B, based on the Amended and Restated Agreement for Garbage and Rubbish Disposal between the City and Redwood Empire Disposal, Inc., dated December 12, 2007 (Exhibit A).
2. That said rates are fair and reasonable to both the waste hauler and the citizens of Cotati.

\* \* \* \* \*

**IT IS HEREBY CERTIFIED** that the foregoing Resolution was duly introduced and legally adopted by the City Council of the City of Cotati at a regular meeting held on the 14th day of January, 2009, by the following vote, to wit:

GILARDI \_\_\_\_\_  
GUARDINO \_\_\_\_\_  
BARICH \_\_\_\_\_  
COLEMAN \_\_\_\_\_  
ORCHARD \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Tamara Taylor, Deputy City Clerk



## Exhibit A

### AMENDED AND RESTATED AGREEMENT FOR GARBAGE AND RUBBISH DISPOSAL

THIS AGREEMENT, made and entered into this 12th day of December, 2007, by and between the CITY OF COTATI, a municipal corporation, hereinafter referred to as "CITY", and REDWOOD EMPIRE DISPOSAL, INC hereinafter referred to as "CONTRACTOR."

#### RECITALS

WHEREAS, by agreement with Larry's Sanitary Service, Inc., dated January 1, 1993, the CITY granted to Larry's Sanitary Service, Inc., the exclusive right to collect and dispose of non-recyclable garbage and rubbish;

WHEREAS, Larry's Sanitary Service, Inc.'s rights in said agreement were assigned to USA Waste of California, Inc. and said agreement was amended, replaced and superseded by that certain Agreement for Garbage and Rubbish Disposal between CITY and Larry's Sanitary Service, Inc., dated April 26, 2000, as amended on April 9, 2003 ("Original Agreement");

WHEREAS, USA Waste of California, Inc. requested, and after an investigation and consideration of the request, the City Council consented to, the assignment conditioned on certain provisions which are contained herein and other considerations;

WHEREAS, all of USA Waste of California, Inc.'s rights in and to the Original Agreement were assigned to CONTRACTOR;

WHEREAS, CITY and CONTRACTOR have agreed that the existing rates shall be reviewed in January 2008 to pass-through the increased costs of disposal and only the increased cost of disposal in accordance with Section 11. G 2 b. of this Agreement; and

WHEREAS, the CITY and CONTRACTOR desire to amend and restate the Original Agreement in the particulars embodied herein:

Now, therefore,

#### AGREEMENT

In consideration of the mutual covenants and promises of the parties hereto, it is agreed as follows:

1. Term of Agreement

The term of this Agreement shall commence at midnight on the date of this Agreement and shall end at midnight April 9, 2013.

2. Permission to Use City Streets

In connection with this Agreement, CITY hereby grants permission to CONTRACTOR to carry refuse through the streets of CITY, subject to any applicable section or sections of the Cotati Municipal Code relating thereto and now in effect or hereafter enacted by CITY.

3. Grant of Right to Collect Materials

CITY hereby grants and gives to CONTRACTOR:

- A. The exclusive right to collect garbage and rubbish. This right and obligation do not extend to existing residential units not presently contracting for garbage and rubbish disposal services with CONTRACTOR. As non-contracting existing units change ownership or voluntarily contract, each such unit shall thereafter be governed by the provision of this Agreement. All new residential units shall be governed by the provisions of this Agreement. CONTRACTOR agrees to collect an unlimited amount of garbage, refuse, wet garbage and rubbish from all residential dwellings and commercial accounts required to be serviced by CONTRACTOR by this Agreement. The CONTRACTOR'S exclusive right to perform commercial rubbish services, that is the removal and disposal of trash or rubbish from commercial bins, extends to any user or subscriber who regularly uses a bin supplied by the CONTRACTOR, not on a temporary basis, to dispose of rubbish or trash.
- B. The exclusive right to provide contracted debris box service within the corporate limits of CITY. Debris box service shall consist of the collection of such refuse as is not normally collected under the terms and provisions of the garbage ordinance. The type of discarded materials, which may be collected under the debris box service, shall be subject to review and approval of City Manager of CITY.
- C. The non-exclusive right to collect recyclables and yard waste from all "Residential Dwellings," "Commercial Establishment" and the CITY. Said residential dwellings is defined in Section 17.08.185 of the Cotati Municipal Code, and includes single family residences and multiple units not served as a commercial account with bin service. In further consideration for the promises and agreements contained herein, CONTRACTOR agrees, without cost to the CITY or CONTRACTOR's customers and during the full term of this Agreement, to collect all recyclable materials placed at the curbside of residential properties and at other locations where garbage containers are regularly placed for pickup.
  1. The size and nature of the containers in which such recyclable material shall be placed by the customers will be determined at the sole discretion of CONTRACTOR.
  2. The manner in which such recyclable material shall be separated and contained shall be determined at the sole discretion of CONTRACTOR.
  3. CONTRACTOR shall contact all apartment house owners, condominium housing committees and management of other multi-unit complexes to solicit their

cooperation in having recycle containers and recyclable materials located near the trash bins regularly used for picking up rubbish and garbage.

4. The collection of recyclable material from any given customer by CONTRACTOR shall take place in conjunction with and at the same time and date as CONTRACTOR regularly collects rubbish and garbage from such customer.
  5. CONTRACTOR is not obligated or required to pick up recyclable material from persons other than customers of CONTRACTOR's regular garbage pickup service, and whether or not CONTRACTOR collects recyclable materials from non-customers is left to the sole and exclusive discretion of CONTRACTOR.
  6. CONTRACTOR shall prepare written material explaining this Agreement's terms applicable to collecting recyclable materials and other information necessary to the smooth operation of the recycling program contemplated herein in an effective and prompt fashion (e.g., through local business establishments, at the United States Post Office, through local media), and with the assistance and cooperation of CITY. Dissemination of written information shall occur at least every two (2) years.
  7. Any loss incurred by CONTRACTOR in complying with the terms of this Section 3.C and in operating the recycling program established hereunder shall be absorbed and borne exclusively by the CONTRACTOR and will not constitute justification or reason for increasing the rates set forth in Section 11 hereinafter.
  8. However, income generated by virtue of CONTRACTOR's operation of the recycling program described herein shall be considered by CITY in connection with any application of CONTRACTOR for an increase in the rates set forth in Section 11 hereinafter.
  9. CONTRACTOR shall maintain and keep written records of all income and expenses and profits and losses generated as a result of its operating said recycle program, and these records shall be separate and distinct from those it maintains regarding its collection of rubbish and garbage and to which the rates established herein apply. CITY shall have the right to inspect, at any time, said records.
  10. The terms "recyclable material" and "recyclables" as used in this Agreement shall have the same definition as "recyclable materials collected" in Exhibit "A".
  11. During the term of this Agreement and any extension hereof, CONTRACTOR shall have the right to subcontract for such work, but only with the consent of CITY, which consent shall not be unreasonably withheld.
- D. Both the exclusive and non-exclusive services shall be performed in accordance with Exhibit A. Should conflicts exist between this Agreement and Exhibit A, then Exhibit A shall govern.

- E. The CITY reserves the right to modify the services provided by CONTRACTOR as described in Exhibit A. In such event the CITY and CONTRACTOR shall meet and confer regarding any adjustment to the rates that result from such modification. The rate review provisions of Section 11(H) shall be applied to any modification of services under this section 3E.
- F. CONTRACTOR shall provide refuse, recycling and other services identical to residential and business to CITY sites listed on Exhibit D without charge to the CITY. Such service shall include the provision of adequate containers as determined by the City Manager. CONTRACTOR hereby agrees to, without charge to CITY, pick up and remove all garbage and rubbish resulting from official operations and function of CITY as described on Exhibit F , provided such refuse is deposited in said containers. Each day Monday through Friday, CONTRACTOR shall collect material from all refuse and recycling containers at CITY parks and locations listed on Exhibit D to help prevent the contamination of the recycling containers or overflow of either the recycling or refuse containers. The costs associated with such service to the CITY shall be reimbursed to the Company through the rates approved by the CITY and applied to residential and commercial customers in the CITY.
- G. CONTRACTOR shall provide free and without cost two CITY-wide "clean-up" pickups each year, one in the spring and one in the fall. CONTRACTOR shall publish such events. CONTRACTOR shall provide debris boxes and bins for trash and extra green waste and recyclables at a location to be determined by agreement between the CITY and CONTRACTOR. In addition thereto, CONTRACTOR shall provide a 20 cubic yard bin at a location specified by the City Manager for the disposal of bulky materials. CONTRACTOR shall haul the 20 cubic yard bin free of charge to the CITY on an on-call basis.
- H. The CITY shall reserve the right to: 1) approve the disposal site(s) selected by CONTRACTOR; and 2) to direct the CONTRACTOR to use alternative disposal site(s) for disposal of all materials collected pursuant to this Agreement.

4. Replacement of Lids

CONTRACTOR shall replace all lids on containers following each pickup.

5. Frequency of Collection

CONTRACTOR shall pick up garbage and rubbish, *except* for bin service, on one day each week. If at any time, in the opinion of the City Manager, or the Health Officer, any accumulation of garbage becomes a health problem, then upon notice by the City Manager or Health Officer, CONTRACTOR agrees to pick up said garbage immediately.

6. Hours of Operation

CONTRACTOR shall not pick up garbage, rubbish or recyclable material before 5:00 a.m. in commercial areas or 6:00 a.m. in residential areas and not later than 6:00 p.m. in any

area, except under unusual circumstances and then only after notification has been given to CITY.

7. Equipment

CONTRACTOR agrees to maintain at all times during the term of this Agreement adequate and sufficient vehicles and equipment and apparatus for the prompt, efficient and sanitary collection and removal of garbage, rubbish and recyclable material and to maintain said equipment in a clean and sanitary condition subject to inspection and reasonable regulations by the CITY.

8. Customer Service

- A. CONTRACTOR shall maintain a local telephone number for processing of complaints.
- B. If complaints, which are deemed by the City Manager to be valid, are made and communicated to CONTRACTOR, then CONTRACTOR must remedy the same promptly, and in event of CONTRACTOR'S failure to do so within a reasonable time, or at most within twelve (12) hours, then CITY shall take such remedial measures as are necessary and the cost thereof shall be promptly paid to CITY, or the person performing remedial service, by CONTRACTOR.

9. Public Information

- A. CONTRACTOR shall annually provide to each customer a statement of rules, container limitations, fees or rates, telephone numbers and other information pertinent to its operations. Format and content of transmittal shall be received and approved in advance by City Manager.
- B. CONTRACTOR and CITY shall remain committed to establishing and maintaining an effective partnership with each other. CONTRACTOR warrants that it has professional recycling outreach staff and material for implementation to residential, multifamily and commercial accounts.
- C. Within thirty (30) days of execution of this Agreement and commencement of service to the CITY, CONTRACTOR will prepare and distribute a letter of introduction to all service recipients, explaining the change in service provider and outlining the service highlights. In addition, property managers will be encouraged to provide unit addresses of commercial and multifamily buildings. These unit addresses will be added to CONTRACTOR's general mailing list and permit future mailings related to waste reduction and recycling to be made directly to commercial and multifamily tenants as well as the business owners and residential accounts.
- D. Within ninety (90) days of execution of this Agreement and commencement of service to the CITY, CONTRACTOR will prepare and mail a newsletter detailing the services to be

provided in the community including single stream recycling, weekly yard waste collection and a detailed guide describing the proper procedures for preparing these materials for collection. The notice will promote free recycling for commercial accounts and multifamily complexes and will encourage participation in recycling programs. Other services including curbside used oil and filter collection and the discount rate for seniors will be noted as well. The newsletter will be sent via direct mail to all residential, multifamily and commercial accounts. The newsletter will be made available to the CITY for review prior to distribution and will also be available on CONTRACTOR'S website.

E.(1) CONTRACTOR will contact all commercial and multifamily accounts in the CITY within one year of the commencement of service. The purpose of this contact will be to review existing recycling programs, assist businesses in additional diversion opportunities, assure adequate and appropriate signage on collection containers, and to offer additional assessment and recommendations upon request.

E.(2) Each year, CONTRACTOR will visit a minimum of forty (40) commercial and multifamily accounts to promote recycling. CONTRACTOR will provide an evaluation of current solid waste and recycling service levels and will meet with managers and owners to provide recommendations or suggestions to increase diversion. Property managers will be offered outreach materials to distribute to tenants that describe existing or new recycle opportunities at the facility. Staff will provide updated signage for collection containers.

F.(1) CONTRACTOR will contact all public schools in the CITY within one year of the commencement of service. The purpose of this contact will be to review existing recycling programs, assure adequate and appropriate signage on collection containers and to offer assistance with developing or expanding recycling programs. In addition, CONTRACTOR shall be available for classroom or assembly presentations, to foster student awareness of matters relating to solid waste, landfills, recycling and the importance of diversion.

F.(2) Public schools will be contacted annually by CONTRACTOR who will be available for recycling education presentations to classrooms and school assemblies. Tours of the recycling processing facility will be available to interested classrooms.

F.(3) In an effort to design an effective recycling system within the schools, CONTRACTOR will be available for recycling program evaluation and consultation and to work with students, teachers and custodial staff at each school to facilitate and implement effective collection and handling system to maximize recycling at each school site.

G. CONTRACTOR will publish and mail newsletters twice per year and include information intended to encourage recycling, source reduction, participation in recycling and yard waste programs and composting. Newsletters will address issues affecting residential, multifamily and commercial concerns as well as general articles and information appropriate to all generators including items such as a discussion of AB 939 policy, updates on the County's diversion achievements, hazardous waste disposal options and other general

articles of interest. Additional notices, letters and billing inserts will be distributed as necessary.

1. Newsletters will promote and advertise other features of this Agreement including Christmas Tree Collection, Holiday Schedule changes, Community Cleanup Events, Senior Discount Rate and Curbside Used Oil Collection. In addition, as new programs become available to customers, they will be promoted in these newsletters.
2. The newsletters will serve as the required annual notice in regards to rates and community cleanup notification as specified in this Agreement. Newsletters will be made available to the CITY for review prior to distribution and will be available online.

H. New start packets will be mailed to all customers that call to start new service. The packet will include a cover letter with basic information related to solid waste and recycling services as well as contact information for CONTRACTOR. A separate sheet outlining the services provided will be included as well as mini recycling and yard waste posters that describe the recycling and yard waste programs. Periodically, additional information promoting the waste reduction efforts of the Sonoma County Waste Management Agency will be included. Examples might be an insert promoting the Sonoma County Recycling Guide or the new vegetative food waste compost program.

I. CONTRACTOR currently has, and shall maintain, a website that provides recycling and education information, including information and resources for schools, businesses and residents interested in enhancing their recycling and waste diversion efforts. The website includes downloadable posters and recycling guides as well as the promotion of CONTRACTOR's Go Green campaign, designed to encourage customers to take waste reduction beyond bottle and can recycling. The website also offers an online bill pay option. This website shall continually be updated, and upon execution of this Agreement, updating of website information for each jurisdiction shall commence.

J. On an ongoing basis, CONTRACTOR will conduct outreach at community events and fairs, offer presentations to business and civic groups, such as the Chamber of Commerce and Rotary Clubs, as well as the ongoing outreach described previously. The purpose of these visits and presentations will be to stimulate and enhance recycling programs, provide waste reduction information and generally promote awareness of issues related to solid waste, recycling and diversion opportunities.

#### 10. Compliance with Ordinances

CONTRACTOR agrees to comply with all terms and conditions of all applicable ordinances or ordinances now in effect or hereafter enacted by CITY.

#### 11. Rates and Charges

A. The maximum monthly rate or fee to be charged by CONTRACTOR to the occupier of said residential and commercial premises from which garbage and rubbish shall be

collected is set forth in Exhibit B attached hereto and made a part hereof. Said rates shall become effective as of the date hereof.

- B Effective with the signing of this Agreement, a reduced fee for 32, 64 and 96 gallon rates shall be established for each residential unit occupied by a needy senior citizen. A needy senior citizen is defined as a subscriber 62 years or older who receives Supplemental Security Income (SSI) and Medi-Cal benefits. CONTRACTOR shall promote such reduced fee when a customer starts a new service.
- C CONTRACTOR is hereby permitted to charge a one-time fee in the amount set forth by the rate schedule then in effect for recovery of administrative costs in start-up of new accounts or transfer of accounts.

D. Base Year

The rates for refuse service have been approved by the City Council upon the recommendation of the City Manager, and which are in effect as of January 1 of each year may be deemed Base Rates for purposes of establishing a place from which to begin the application of adjustments as per the formula set forth in Section 11(G); provided, however, that such rates must be found to be reasonable based upon a reviewed statement of the most recently completed fiscal year of contract agent and/or such other information as may be deemed appropriate by the City Manager, taking into consideration subsequent increases in the CPI and tipping fees. Rates not meeting these guidelines will be adjusted accordingly.

If CITY or CONTRACTOR has reason to believe that said rates do not conform with the information or policy upon which they were established, either party may initiate review of the specific matter at issue. Additional information required for such reevaluation of rates will be provided to resolve any specific questions or issues which may arise.

- E. The fees for residential service provided herein shall be billed quarterly while fees for commercial service provided herein shall be billed monthly by CONTRACTOR directly to the customer. CONTRACTOR shall do its own billing and collecting, without warranty or guarantee by CITY as to the number of units to be served.
- F. An additional reasonable charge may be made, not exceeding an amount fixed by the City Manager, where CONTRACTOR performs services in collection of excess refuse items or services at CITY request in abatement of nuisance(s).
- G. Upon the CONTRACTOR's written request, in October of each year review of this Agreement will be made to determine any adaptations to be made to the rate structure based on the following factors:
  - 1. The adjustment in rates which will take effect on January 1, 2008 and each January 1 thereafter will be a percentage applied to each category of rates in effect for the

year ending on the December 31 preceding. The adjustment applied to each category of service will be based on the percentage change in the monthly rate for single or multiple can service or the cubic yard rate for debris boxes as determined by the formula below:

2. The adjustment to be applied is based on two elements:
  - a. Seventy (70) percent of the annual change in the United States Department of Labor Consumer Price Index, All Urban Consumers and All Items for the San Francisco-Oakland-San Jose area, 1982-84=100, hereinafter referred to as CPI, measured for the previous twelve (12) months ending June of each year, applied as a percentage of to that portion of the current monthly rates not related to tipping fee expense. The annual change under this paragraph shall not exceed eight (8) percent.
  - b. The annual change in tipping fees charged to CONTRACTOR based upon the difference in tipping fees as applied to that portion of the current monthly rates related to tipping fee expense.
- H. For rates effective after December 31, 2007, and in the event of a modification of services as described in Section 3E above, the CITY (or its agent), may review the CONTRACTOR's financial results to determine the amount of any rate adjustment (either increasing or decreasing rates). CONTRACTOR shall cooperate and take direction from the CITY with regard to the performance of such review, including providing CITY (or its agent) access to CONTRACTOR's records and information and access to management and accounting and operations staff. When determining the need for an amount of any adjustment, the CITY shall in good faith determine the actual, reasonable and necessary cost of providing service under the Agreement. Such costs shall not include any expenses greater than revenues from recycling operations. Such cost shall be allocated between those upon which a profit is calculated and those upon which no profit is calculated (specifically, franchise fee expense and disposal expense). Profit shall be calculated by dividing the operating costs eligible for profit by .90 and subtracting the operating costs eligible for profit from the quotient. The amount of any rate adjustment shall be determined by comparing the revenues reasonably anticipated to be earned from current rates to the revenue requirement [costs (net of recycling costs greater than recycling revenues) upon which profit is to be calculated plus costs upon which profit is not calculated plus profit]. The result of such a review shall also adjust the Base Rates described below.

I. Extraordinary Review

In the event extraordinary circumstances arise which would cause economic hardship to CONTRACTOR or excess payments by City rate payers, a special request can be made for review by CONTRACTOR OR CITY. In such case, the procedures described in Section 11(H) above shall be followed.

In the event that rates are approved based upon extraordinary need, CONTRACTOR may be required to periodically submit evidence to CITY that such extraordinary need continues to exist, including, but not limited to, submittal of annual reviewed statements. The City Manager shall, where deemed appropriate, make a report of any such review to the City Council and, based upon such report, the City Council may adjust the rates as may be appropriate.

The adjustment to rates determined in October shall be adopted by Resolution of the City Council to be effective January 1 of the following year. Excluding those residences not subject to mandatory service under Section 1 above and the exemptions hereinafter set forth, appropriate said monthly charge shall be made for all residential dwellings in the City, whether single residential dwellings or units. In the event a residential dwelling unit is not occupied for a period of more than sixty (60) consecutive days, and in the event no garbage or rubbish is accumulated from such residence or unit(s), then no charge shall be made for refuse collection from such property during the period of vacancy. In order to establish said exemption from payment, the owner or occupant shall file with CONTRACTOR an application stating the reasons for exemption from the payment of said fee. CONTRACTOR shall make such investigation as it deems necessary to determine if the applicant should be granted such exemption. If CONTRACTOR finds that the applicant does not qualify for such exemption, CONTRACTOR shall immediately notify the applicant of CONTRACTOR's findings and determination. If the applicant is dissatisfied with the findings and determination, s/he shall have the right to appeal such decision to the City Council, which shall make a final determination, which CONTRACTOR agrees to accept as a final and binding determination, without recourse to the courts or other legal procedures.

#### 12. City Payment to Contractor

The CITY agrees to contribute \$6,000 per year to CONTRACTOR from the AB 939 fund to subsidize continuing single stream recycling activities.

#### 13. Franchise Fee

In consideration for the privilege of obtaining the exclusive right to conduct said business of removing garbage and rubbish from CITY, CONTRACTOR agrees to pay CITY a franchise fee of 14.3%, or such other amount determined by the City Council as adopted by annual resolution. The franchise fee is to be paid as a percentage of CONTRACTOR's gross revenue on a monthly basis effective January of each year. CONTRACTOR shall provide an annual supplemental franchise fee of \$50,000 to the CITY.

#### 14. Financial Audit

CONTRACTOR agrees that CITY shall have the right at the end of each year to require that an audit be made of the books, accounts and records of CONTRACTOR for the purpose of ascertaining the amount due from CONTRACTOR hereunder, by a qualified Certified Public Accountant or equivalent professional selected by CITY, and that CONTRACTOR

shall pay the cost of such audit.

15. Scheduled Review of Terms and Conditions

Commencing in February, 2008, and every four years thereafter, the CITY and CONTRACTOR shall meet and confer over the terms and conditions of this Agreement. After said meeting and conferring, the CITY and CONTRACTOR shall modify this Agreement to reflect any mutually agreeable understandings that have been reached during said process. The purpose of this process is to discuss and make decisions concerning, among other things: (1) whether the rates being charged by the CONTRACTOR are fair and reasonable, and if they are not, to change the rates; (2) whether the level and nature of service provided by CONTRACTOR is sufficient, acceptable and/or needs improvement; (3) complaints of CONTRACTOR'S customers, if any; (4) whether the agreement and CONTRACTOR' obligations hereunder comport with then controlling statutory and regulatory law, such as AB 939, and, if not, the need to amend the agreement to bring the CITY-CONTRACTOR relationship into such compliance; (5) the impact on the agreement and franchise of any efforts being made by the County in providing hazardous waste and composting disposal and diversion services to the CITY; (6) the exclusivity of the franchise; (7) CONTRACTOR'S billing practices; (8) mandatory subscription and the issue of providing collection service to customers who do not pay for the services rendered by the CONTRACTOR; (9) initiation, implementation and funding for new collection, diversion, and disposal programs by the CONTRACTOR; (10) compliance with the CITY's SRRE and HHWE and (II) the accounting and paying for the CONTRACTOR's recycling programs.

- A. In order to assist the CITY in making decisions in this section, the CONTRACTOR shall provide the CITY any and all documents that the CITY determines, in its reasonable judgment, are necessary for that purpose.
- B. Any action that the City Manager determines necessary or appropriate relative to the above-mentioned issues, and any others, shall be submitted to the Council for determination.
- C. At the time said issues are brought to the Council for determination, it shall have the right to modify the review interval.
- D. Any decisions to be made as a result of this process shall be made by the Council by no later than August in the year of the review.

16. Bonds

CONTRACTOR shall maintain in effect, at all times during this Agreement, and have on deposit with CITY, a valid, unexpired bond or bonds, approved by the City Attorney, in cash or corporate surety, in favor of the CITY as follows:

- 1. In the amount of \$100,000 conditioned that the CONTRACTOR will faithfully perform and carry out the provisions of this contract and all laws, statutes, ordinances and

regulations relating to the collection and disposal of garbage and rubbish in the CITY. The bond, or bonds, shall be in favor of the CITY and shall not extend to the right of recovery against the sureties by third persons. The said bond shall not be void upon the first recovery but may be used and recovered upon from time to time by CITY until the whole principal sum is exhausted. The bond may contain a provision giving the sureties the option to cancel the bond upon first giving notice in writing not less than thirty (30) days before the effective date of the cancellation to the City Clerk, providing that such cancellation shall not impair the right of the CITY to reimbursement for correction of conditions resulting from violation of such laws, statutes, ordinances or regulations or this contract, which violations occurred before the effective date of the cancellation of the bond whether the work of correction was performed before or after such effective date.

#### 17. Indemnification

CONTRACTOR agrees to indemnify and save harmless, the CITY, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the CITY, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CONTRACTOR's performance under the terms of this Agreement excepting only liability out of the sole negligence of the CITY. Nothing in this section shall alter, affect, impair, or limit in any way the CITY's rights to enforce liquidated damages or avail itself of any other remedy under this Agreement.

#### 18. Forfeiture of Bonds

In addition to all other remedies available to the CITY under this Agreement, in the event of a breach of any of the material terms or conditions of this contract by CONTRACTOR, the parties mutually agree that the amount of damages which will be incurred by CITY as a result thereof would be difficult to ascertain and therefore, the total amount of said \$100,000 bond may be retained by CITY for the costs, expenses and damages incurred by CITY in providing for garbage service by reason of the failure of CONTRACTOR to perform the contract.

#### 19. Liquidated Damages and Breach

A. Should CONTRACTOR, its successors or assigns fail to perform this Agreement or violate any provision thereof, in addition to all other rights and remedies bestowed upon the CITY under this Agreement CITY shall have the power to enforce liquidated damages in accordance with the provisions of Exhibit "G" which is attached and incorporated herein.

1. Prior to assessing liquidated damages, the CITY shall give written notice of its intention to do so. The notice shall include a brief description of the incident or non-performance. CONTRACTOR

may review (and copy at its own expense) all information in the possession of the CITY relating to the assessment of liquidated damages. CONTRACTOR may, within ten (10) working days after receiving the notice, request a meeting with the CITY. The CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident or non-performance. The CITY shall provide CONTRACTOR a brief written explanation of its determination on each breach prior to authorizing the assessment of liquidated damages. The decision of the CITY shall be final. The assessment of liquidated damages issued by the CITY shall appear on the next monthly statement to the CITY and CONTRACTOR shall, at its own expense, remit to the CITY damages specified in said assessment as part of the monthly remittance.

B. In addition to all other remedies CITY may have under this Agreement, CITY may terminate said contract after reasonable notice to CONTRACTOR and CONTRACTOR'S failure to cure a default as provided below. Said notice shall be provided as follows:

1. Upon learning of said failure, breach and/or violation, CITY shall notify CONTRACTOR that CONTRACTOR has 30 days from the date of the notice to cure the default, provided, however, that if the nature of CONTRACTOR'S default is such that more than thirty (30) days are reasonably required for its cure, then CONTRACTOR shall not be in default if it cures the default within a time period reasonably agreed upon by the parties, and, in such circumstance, CONTRACTOR must attend the next regular or special meeting of the City Council to explain why the default occurred and to show cause why the default cannot be cured within said 30 days.
2. The City Council may extend the time within which CONTRACTOR is required to cure the default.

## 20. Insurance

CONTRACTOR shall, during the term of the contract, maintain in effect, and have a copy of the policy or policies on deposit with the CITY, and in a form approved by the City Attorney, worker's compensation and employer's liability insurance, on all operations hereunder as required by law, and public liability and property damage insurance with companies satisfactory to the CITY (such insurance to include all liability for use or operations of motor vehicles used in the performance of work hereunder) with the following coverages: commercial general liability covering property damage and bodily injury in the amount of \$2 million combined single limit and automobile liability in the amount of \$1 million combined single limit, and worker's compensation insurance in an amount required by statute. Said insurance shall name the CITY as an additional insured,

shall contain cross-liability provisions and shall be endorsed as primary policies with CITY insurance not to contribute to any loss. Upon request, the CITY shall be furnished with a certificate of insurance and appropriate endorsements on the CITY'S forms executed by the appropriate insurance companies. Such insurance shall also not be cancelled without thirty (30) days' written notice to the CITY.

#### 21. Termination

In the event CONTRACTOR's breach of this Agreement is material and immediately imperils the public health and safety, CITY may terminate this Agreement without the notice provided in Section 19. This remedy shall be in addition to all other remedies available to CITY.

#### 22. Notices

Any notices required under this contract or by applicable Municipal Code Sections shall be given in writing as follows: (a) personally, by hand delivery to either party; (b) To the CITY, by United States mail, with postage prepaid thereon, addressed to the City Manager, City of Cotati, 201 West Sierra Avenue, Cotati, California 94931-4217; (c) To the CONTRACTOR, by United States mail, with postage prepaid thereon, addressed to CONTRACTOR at P.O Box 1916, Santa Rosa, CA 95402-1916. If given by mail, time shall be computed from the date of deposit in the United State Post Office or a Post Office box maintained or controlled by the United States Postal Service.

#### 23. Citizens Third Party Beneficiaries

The parties agree that all citizens of CITY, at any and all times during the term or any extension hereof, shall be considered third party beneficiaries hereunder, and any such citizen or citizens shall have the right to enforce or otherwise act upon this Agreement in such manner as may be allowed by law.

#### 24. Assignment

This contract, or any duties required by CITY hereunder may not be assigned, nor may any of the work required be sublet or subcontracted by CONTRACTOR without the express written approval of CITY.

- A. For purposes of this Agreement, "assignment" shall include, but not be limited to: (i) a sale, exchange, or other transfer of substantially all of CONTRACTOR's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of thirty (30) percent or more of the outstanding common stock of CONTRACTOR; (iii) any reorganization, consolidation, merger recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which CONTRACTOR or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of CONTRACTOR; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any

such transfer or change of ownership. If CONTRACTOR is not a corporation, an assignment shall also include, among other things, any transfer or reorganization that has an effect similar to the situations described in foregoing sentence for corporations. For purposes of this Agreement, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. If CONTRACTOR is a subsidiary of another corporation or business entity, any assignment, as defined above, by the parent company or corporation shall be considered an assignment by CONTRACTOR provided, however, that an assignment by the parent company to an affiliate of CONTRACTOR shall not be considered an "assignment" for the purpose of this Section 24.

- B. CONTRACTOR acknowledges that this Agreement involves rendering a vital service to CITY's residents and businesses, and that CITY has relied upon CONTRACTOR's representation of its experience and financial resources in qualifying CONTRACTOR to Franchise Services under this Agreement. Except as provided in this Agreement, CONTRACTOR shall neither assign its rights nor delegate, subcontract, or otherwise transfer its obligations under this Agreement to any other person or entity without the prior written consent of CITY. Any such assignment without the consent of CITY shall be void and the attempted assignment shall constitute a material breach of this Agreement. Under no circumstances shall CITY be required to consider any proposed assignment if there is an uncured Event of Default at any time during the period of consideration.
- C. If CONTRACTOR requests CITY's consideration of and consent to an assignment, CITY may deny or approve such request in its complete discretion, and with or without a detailed review of the proposed assignment. No request by CONTRACTOR for consent to an assignment need be considered by CITY unless and until CONTRACTOR has met the following requirements:
1. CONTRACTOR shall pay CITY its reasonable expenses for attorney's fees and investigation costs to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment.
  2. CONTRACTOR shall furnish CITY with audited financial statements of the proposed assignee's operations for the immediately preceding five (5) operating years.
- D. CONTRACTOR shall furnish CITY with satisfactory proof that the proposed assignee has the demonstrated technical capability to perform all Franchise Services, including: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by CONTRACTOR under this Agreement; (ii) in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any state, federal, or local environmental laws and the assignee has provided CITY with a complete list of such citations and censures; (iii) the

proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) the proposed assignee conducts its Solid Waste management practices in substantial compliance with all federal, state, and local laws regulating the collection and Disposal of Solid Waste including hazardous substances; and (v) or any other information required by CITY to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner. CITY reserves the right to approve an assignment conditioned on an increase to the performance bond or alternative means of assurance of performance required pursuant to Section 16 and contained in Exhibit H and/or use of another mechanism in addition to, or as an alternative to, the performance bond required in Section 16 and contained in Exhibit H.

- E. Any application for a Franchise transfer shall be governed by the following conditions: Any application for a Franchise transfer shall be made in a manner prescribed by City Representative. The application shall include a transfer fee in an amount to be set by resolution of the Council to cover the cost of all direct and indirect administrative expenses including consultants necessary to adequately analyze the application and to reimburse CITY for all direct and indirect expenses. In addition, CONTRACTOR shall reimburse CITY for any and all additional costs related to the assignment requested and not covered by the transfer fee. Bills shall be supported with evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt.
- F. If CITY consents to an assignment, at the point of transition, CONTRACTOR shall cooperate with CITY and subsequent CONTRACTOR(s) or subcontractor(s) to assist in an orderly transition which shall include, but not be limited to, CONTRACTOR providing route lists and billing information listing accounts.

25. Corporate Guaranty

Upon CONTRACTOR's execution of this Agreement, CONTRACTOR shall provide to CITY a fully executed corporate guaranty, in the form attached hereto as Exhibit "I" and incorporated by reference herein, by THE RATTO GROUP OF COMPANIES, INC. as guarantor of CONTRACTOR's performance of all terms and conditions of this Agreement. The corporate guaranty shall bind THE RATTO GROUP OF COMPANIES, INC. to perform each and every term and condition of this Agreement in the event of CONTRACTOR's failure. Said corporate guaranty shall be executed by a corporate officer duly authorized by the corporation to fully bind THE RATTO GROUP OF COMPANIES, INC. to perform each and every term and condition of this Agreement and shall remain binding throughout the term of this Agreement.

[Intentionally left blank, signatures on next page.]



## Exhibit B

### CITY OF COTATI

#### Proposed Rates Effective January 1, 2009

	Effective 1/1/2008	Effective 1/1/2009
	Current Rate/Month	Proposed Rate/Month
<b>Residential Schedule</b>		
<b><u>Cans (weekly collection)</u></b>		
Admin Start Fee	\$ 8.37	\$ 8.37
1 - 20 Gallon Can	\$ 7.26	\$ 7.26
1 - 32 Gallon Can	\$ 10.20	\$ 10.20
1 - 64 Gallon Can	\$ 26.72	\$ 26.72
1 - 96 Gallon Can	\$ 41.19	\$ 41.19
Road Charge	\$ 4.41	\$ 4.41
<b>Senior Citizens*</b>		
<b><u>Cans (weekly collection)</u></b>		
1 - 32 Gallon Can	\$ 10.01	\$ 10.01
1 - 64 Gallon Can	\$ 23.20	\$ 23.20
* Available only to citizens age 62 or older, who receive Supplemental Income (SSI & Medi-Care Benefits).		
<b><u>Commercial Schedule</u></b>		
<b>1.5 Cubic Yd Bin</b>		
2 x month	\$ 87.76	\$ 96.54
1 x week	\$ 119.29	\$ 131.22
2 x week	\$ 209.09	\$ 230.00
3 x week	\$ 297.46	\$ 327.21
4 x week	\$ 385.44	\$ 423.98
5 x week	\$ 474.49	\$ 521.94
Extra Pick up 1.5 Yd.	\$ 29.92	\$ 32.91
<b>2 Cubic Yd Bin</b>		
2 x month	\$ 109.03	\$ 119.93
1 x week	\$ 157.79	\$ 173.57
2 x week	\$ 261.99	\$ 288.19
3 x week	\$ 374.08	\$ 411.49
4 x week	\$ 486.26	\$ 534.89
5 x week	\$ 598.56	\$ 658.42
1 x week      2 bins	\$ 315.57	\$ 347.13
Extra Pick UP 2 Yd.	\$ 37.36	\$ 41.10

		1/1/2008	1/1/2009
		Current Rate/Month	Proposed Rate/Month
<b>3 Cubic Yd Bin</b>			
2 x month		\$ 142.07	\$ 156.28
1 x week		\$ 197.40	\$ 217.14
2 x week		\$ 337.64	\$ 371.40
3 x week		\$ 487.83	\$ 536.61
4 x week		\$ 638.51	\$ 702.36
5 x week		\$ 789.00	\$ 867.90
1 x week	2 bins	\$ 394.79	\$ 434.27
2 x week	2 bins	\$ 675.28	\$ 742.81
1 x week	3 bins	\$ 592.19	\$ 651.41
2 x week	3 bins	\$ 1,012.92	\$ 1,114.21
Extra Pick Up 3 Yd.		\$ 46.03	\$ 50.63

<b>4 Cubic Yd Bin</b>			
2 x month		\$ 170.81	\$ 187.89
1 x week		\$ 235.08	\$ 258.59
2 x week		\$ 394.62	\$ 434.08
3 x week		\$ 562.04	\$ 618.24
4 x week		\$ 751.66	\$ 826.83
5 x week		\$ 1,005.17	\$ 1,105.69
1 x week	2 bins	\$ 470.15	\$ 517.17
2 x week	2 bins	\$ 789.24	\$ 868.16
3 x week	2 bins	\$ 1,124.08	\$ 1,236.49
4 x week	2 bins	\$ 1,503.32	\$ 1,653.65
1 x week	3 bins	\$ 705.23	\$ 775.75
2 x week	3 bins	\$ 1,183.87	\$ 1,302.26
1 x week	4 bins	\$ 940.30	\$ 1,034.33
1 x week	6 bins	\$ 1,410.45	\$ 1,551.50
Extra Pick Up 4 Yd.		\$ 55.64	\$ 61.20

<b>6 Cubic Yd Bin</b>			
1 x week		\$ 373.15	\$ 410.47
2 x week		\$ 593.12	\$ 652.43
3 x week		\$ 812.95	\$ 894.25
4 x week		\$ 1,032.83	\$ 1,136.11
5 x week		\$ 1,252.73	\$ 1,378.00
Extra Pick Up 6 Yd.		\$ 93.24	\$ 102.56

**MULTIPLE CAN RATES FOR COMMERCIAL  
AND MULTI-UNIT COMPLEXES ONLY**

<b>32 Gallon Can</b>			
1 x week	1 can	\$ 15.05	\$ 16.56
1 x week	2 can	\$ 30.10	\$ 33.11
1 x week	3 can	\$ 45.15	\$ 49.67
1 x week	4 can	\$ 60.21	\$ 66.23

<b>64 Gallon Can</b>			
1 x week	1 can	\$ 30.10	\$ 33.11
1 x week	2 can	\$ 60.21	\$ 66.23
1 x week	4 can	\$ 120.41	\$ 132.45
1 x week	8 can	\$ 240.82	\$ 264.90

<b>96 Gallon Can</b>			
1 x week	1 can	\$ 45.15	\$ 49.67
1 x week	2 can	\$ 90.31	\$ 99.34
1 x week	4 can	\$ 180.60	\$ 198.66

	<u>1/1/2008</u>	<u>1/1/2009</u>
	Current Rate/Month	Proposed Rate/Month
<b>4 Cubic Yard - Week</b>	\$ 167.88	\$ 184.67
Demurrage Over 7 days	\$ 22.54	\$ 24.79
<b>Debris Box. See calculations</b>		
<b>20 Yard Debris Box a)</b>	\$ 411.58	\$ 449.45
Demurrage Over 7 days	\$ 22.54	\$ 23.97
<b>30 Yard Debris Box b)</b>	\$ 593.44	\$ 648.04
Demurrage Over 7 days	\$ 22.54	\$ 23.97
<b>Compactors</b>		
20 Yd	\$ 290.68	\$ 309.08
40 Yd	\$ 600.89	\$ 638.93





# Redwood Empire Disposal, Inc.

PO Box 14609  
Santa Rosa, CA 95402-14609  
p 800-243-0291  
f 707-586-8278

Marsha Sue Lustig  
Asst. to the City Manager  
City of Cotati  
201 W Sierra Ave.  
Cotati, CA 94931

December 5, 2008

Re: Rate Increase Request

Dear Ms. Lustig:

As per our conversation last week, Redwood Empire Disposal (RED) is providing the City with a request for a 6.33% increase to the solid waste collection rates pursuant to the Collection Agreement. It includes a standard cost of living increase and adjusts for the increase in landfill tipping fees that went into effect in July of this year. When approved, this proposed rate increase will bring the rates current to January 1, 2009. Cotati will continue to enjoy rates comparable to, or lower than, other Sonoma County cities.

RED understand that the City intends to calendar this item for the January 14, 2009 City Council meeting. We appreciate the time that City staff has taken to help to facilitate this proposal. Please see the attached proposed rate schedule

Thank you for your consideration of these matters. Please feel free to contact me at (707) 586-8215 if you have any questions.

Sincerely,

Pamela Davis  
Government Affairs Director  
Redwood Empire Disposal  
PO Box 1916  
Santa Rosa CA 95402  
(707) 586-8215 tel  
(707) 586-1930 fax

Cc Dianne Thompson, City Manager, City of Cotati  
James Salyers, Vice President, Redwood Empire Disposal

RECEIVED  
DEC - 9 2008  
CITY OF COTATI  
CITY MANAGER/CITY CLERK



**North Bay**  
Corporation  
**Redwood Empire**  
Disposal, Inc.

PO Box 1916 Santa Rosa CA 95402  
800 243-0291 tel - 707 586-5543 fax  
[www.unicycler.com](http://www.unicycler.com)

**RECEIVED**  
NOV 25 2008  
CITY OF COTATI  
CITY MANAGER/CITY CLERK

November 24, 2008

As you may have heard, recycling commodities markets have suffered a major decline in the last month. This is not just at the local level but globally. There are many reasons for this collapse but it is mainly due to the frozen global credit situation and a sharp decline in manufacturing.

Recyclables are a resource, replacing many of our precious natural resources in the manufacturing and building trades. Many materials which are captured in the recycling stream are used in such industries as automobile manufacturing and construction. As these industries scale back, the demand for the products declines as well. Over the many years we have been recycling, we have seen fluctuations in the recycling markets and we adjust accordingly.

We want to assure you that North Bay Corporation and Redwood Empire Disposal are able to continue to market all the recyclables we are collecting though at a significantly lower value. We have outstanding long-term relationships with many of the large recycling companies and they have all committed to continue to provide us with stable markets.

We will continue to update you on the impacts of this market situation. Please feel free to contact me at (707) 586-8215 with any questions or concerns you may have. We look forward to continuing to provide this valuable service to your community for many years to come.

Pamela Davis  
Government Affairs Director  
North Bay Corporation  
Redwood Empire Disposal  
PO Box 1916  
Santa Rosa CA 95402  
(707) 586-8215 tel  
(707) 586-1930 fax

## Sonoma County Rate comparison table

<u>SERVICE AREA</u>	WINDSOR	HEALDSBURG	WSCD	SEBASTOPOL	ROPHNERK	SANTA ROSA	CLOVERDALE	SCS (001 32)	COTTI	PRATES
COMPANY	WRR	100	WSCD	*003	ROH.	SRR	*009	500	*001	
20S	\$ 7.00	\$ 8.14	\$ 19.28	\$ 9.85	\$ 6.52	\$ 9.58	\$ 12.20	\$ 19.90	\$ 7.26	\$ 7.26
32S	\$ 12.25	\$ 11.22	\$ 30.84	\$ 14.00	\$ 11.95	\$ 11.18	\$ 17.18	\$ 23.48	\$ 10.20	\$ 10.20
64S	\$ 22.50	\$ 16.62	\$ 54.19	\$ 30.41	\$ 18.68	\$ 16.63	\$ 27.67	\$ 28.04	\$ 26.72	\$ 26.72
96S	\$ 37.50	\$ 22.81	\$ 77.56	\$ 46.91	\$ 29.15	\$ 30.00	\$ 36.29	\$ 32.97	\$ 41.19	\$ 41.19

### COMMERCIAL

1.5 YD WEEKLY	\$ 171.19	\$ 156.99	\$ 243.87	\$ 243.87	\$ 93.47	\$ 177.74	\$ 135.75	\$ 197.89	\$ 119.29	131.22
2 YD WEEKLY	\$ 202.59	\$ 196.18	\$ 306.55	\$ 306.55	\$ 124.65	\$ 216.36	\$ 170.22	\$ 252.40	\$ 157.79	173.57
3YD WEEKLY	\$ 281.07	\$ 267.68	\$ 383.13	\$ 383.13	\$ 186.96	\$ 262.71	\$ 212.73	\$ 318.34	\$ 197.40	217.14
6 YD WEEKLY	\$ 395.07	\$ 416.25	\$ 559.19	\$ 559.19	\$ 373.92	\$ 442.99	\$ 366.29	\$ 470.22	\$ 373.15	410.47

## **Joint Meeting of City Council and Redevelopment Agency Board of Directors Agenda Consent Calendar**

**Subject:** Receive and File Warrants and Audited Claims for November 26th, 2008 – December 10th, 2008

**Date:** January 14, 2009

**Written by:** Jone Hayes, Director of Administrative Services

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### **Recommendation**

It is recommended that the City Council receive and file the warrants and audited claims (the A/P Check Registers) as submitted.

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### **Background**

Warrants (checks) are created by City Staff in compliance with the following Municipal Code Sections:

**2.12.160 Expenditure control--Purchasing.**

It shall be the duty of the city manager to see that no expenditures shall be submitted or recommended to the city council except on approval of the city manager or his authorized representative. The city manager, or his authorized representative, shall be responsible for the purchase of all supplies for all the departments or divisions of the city. (Ord. 97 §7.9, 1968).

**3.36.010 Expenditures--Compliance required.**

All expenditures of city funds in connection with purchases must be made strictly in accordance with the duly adopted budget, and in order that budgetary control may be effectively exercised, the procedures in this chapter shall be followed. (Ord. 575 §1(part), 1992).

### **Analysis/Discussion**

Warrants and Audited Claims listings (now identified as the A/P Check Registers) list all warrants issued for the period indicated. Per Council action on July 11, 2007 all warrants are released as they are created.

All expenditures of City funds in connection with wages and benefits and purchases of services or materials are strictly in accordance with the duly adopted budget and / or Council actions

amending the adopted budget. Expenditures have been approved for payment by either the City Manager or by Department Heads.

**Financial Considerations**

The following are the totals for the Warrants and Audited Claims (the A/P Check Registers) issued for the period of November 26th 2008 – December 13th, 2008:

Dec 10, 2008	\$ 108,536.19
Dec 10, 2008	- 2.19
Dec 10, 2008	<u>213.98</u>
	\$ 108,752.36

**Environmental Issues**

None.

Attachments:

1. Check Registers dated 12/10

12/10/2008 3:31 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 00266 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
AFL01	AFLAC I-103685 I-285407ER I-882981	P6156 EMP PREM 12/1-12/15/08 SERVICE FEES - NOV 2008 P6156 EMP PREM 11/16-11/30/08	R	12/10/2008 12/10/2008 12/10/2008		732.46CR 42.00CR 732.46CR	057000 057000 057000	1,506.92
AME04	AMERICAN MESSAGING I-M7261760IL	12/1 - 12/31/08	R	12/10/2008		23.40CR	057001	23.40
ATT08	AT&T / MCI I-T8809649 I-T8810810	707-793-8562-690 C60-739-3086-555	R	12/10/2008 12/10/2008		15.54CR 2,024.51CR	057002 057002	2,040.05
ATT10	AT&T I-344835	0650617150598 10/22 - 11/21/08	R	12/10/2008		40.86CR	057003	40.86
BLA04	BLAIRWORKS I-2417 I-2454	WEBSITE UPDATES JUL-SEPT 2008 WEBSITE HOSTING - DEC 2008	R	12/10/2008 12/10/2008		980.00CR 30.00CR	057004 057004	1,010.00
BRE01	BRELJE & RACE, INC. I-48220	SAMPLES - OCT 2008	R	12/10/2008		902.40CR	057005	902.40
CIT01	CITY CLERKS ASSOC. OF CALIFORNIA I-120908	CCAC DUES - 08/09	R	12/10/2008		110.00CR	057006	110.00
CIT05	CITY OF ROHNERT PARK I-20397	ANIMAL SVCS - DEC 2008	R	12/10/2008		1,414.39CR	057007	1,414.39
COO02	THE J.P. COOKE CO. I-697297	DOG LICENSE TAGS (700)	R	12/10/2008		104.13CR	057008	104.13
COT01	COTATI CHAMBER OF I-120108	ECONOMIC DEV SVCS - DEC 2008	R	12/10/2008		3,000.00CR	057009	3,000.00
COT02	COTATI OAKS TRUE VALUE HARDWARE I-112508	#725-10018 - PW SUPPLIES	R	12/10/2008		84.51CR	057010	84.51
CR101	CRITICAL REACH I-9-121	2009 SUPPORT FEES	R	12/10/2008		260.00CR	057011	260.00
CUL01	CULLIGAN I-111908	#98186 HI-CAP RENTAL	R	12/10/2008		37.36CR	057012	37.36

12/10/2008 3:31 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 00266 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
DEP04	I-182822	DEPART. OF TRANSPORTATION SIGNALS / LIGHTING - OCT 2008	R	12/10/2008		333.36CR	057013	333.36
DIG01	I-9161418	DIGITAL PRINTS & IMAGING XEROX COPIES - BLDG	R	12/10/2008		14.97CR	057014	14.97
EDJ01	I-21516	THE ED JONES CO. K9 BADGE	R	12/10/2008		105.06CR	057015	105.06
FOR06	I-120208	JOHN-SCOTT FORESTER RETRO REBATE - 302 EAGLE	R	12/10/2008		300.00CR	057016	300.00
GRA01	I-9787153361 I-9787153379	GRAINGER, INC. SWITCH - CORP YARD LIGHTS TIMER - CORP YARD LIGHTS	R	12/10/2008		24.30CR 47.58CR	057017 057017	71.88
GRE04	I-2008-584	GREEN VALLEY CONSULTING ENGINEERS STORM WATER MITIGATION - NOV	R	12/10/2008		4,750.38CR	057018	4,750.38
HSB01	I-31263 I-44366	HSBC BUSINESS SOLUTIONS HALLOWEEN VOLUNTEER SNACKS SNACKS-CEC VOLUNTEER RECOG	R	12/10/2008		11.48CR 75.50CR	057019 057019	86.98
IKO01	I-78180500 I-78180505	IKON OFFICE SOLUTIONS CH COPIER RENT 12/30 - 1/29 PD COPIER RENT 11/30-12/29/08	R	12/10/2008		751.47CR 441.78CR	057020 057020	1,193.25
INF01	I-79976 I-79977	INFOSTOR, INC. RECORD STORAGE - DEC 2008 PERSONNEL RECORD STORAGE-DEC	R	12/10/2008		368.77CR 34.50CR	057021 057021	403.27
INF02	I-34504	INFOSEND, INC. STATEMENT PRINTING - NOV 2008	R	12/10/2008		1,746.75CR	057022	1,746.75
INT14	I-71773	INTERACTIVE COMPUTER DESIGNS INC. INSITE FEES - NOV 2008	R	12/10/2008		117.00CR	057023	117.00
JAN02	I-12080316	JANI-KING OF CALIF. INC. - SFR/OAK JANITORIAL SVC - DEC 2008	R	12/10/2008		2,708.51CR	057024	2,708.51
JUD01	I-9626	JUDICIAL DATA SYSTEM CORP PARKING CITATIONS - OCT 2008	R	12/10/2008		118.48CR	057025	118.48

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BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
KAI01	I-120808	KAISER FOUNDATION HEALTH PLAN, INC. 15832-0000 - JANUARY 2009	R	12/10/2008		14,043.00CR	057026	14,043.00
LEH01	I-01023374	LEHR AUTO ELECTRIC, INC. PD SUPPLIES	R	12/10/2008		143.74CR	057027	143.74
LES01	I-302053	LES SCHWAB TIRE CENTER TIRE RETREAD - DUMP TRUCK	R	12/10/2008		268.90CR	057028	268.90
LIE01	I-95279	LIEBERT CASSIDY WHITMORE CO200 00001 RSW - GENERAL	R	12/10/2008		22.00CR	057029	22.00
MAR01	I-120908	ALLAN MARTINONI REIMB DMV PHYSICAL	R	12/10/2008		100.00CR	057030	100.00
MAR04	I-152556 I-152576	MARKELL INC. BATTERIES (10) - PD LENS CLEANER - PD	R	12/10/2008		248.86CR 12.93CR	057031 057031	261.79
MAR09	I-112008	MARIPOSA GARDEN MAGIC DEMO GARDEN PLANTS	R	12/10/2008		233.00CR	057032	233.00
MCL01	C-6013685 I-2008075 I-6013770 I-6013808 I-6014358	MCLEA'S TIRE & AUTOMOTIVE RFD OVERCHARGE ON #6013622 #24 - FLAT REPAIR/CALL-OUT CHG BLDG DEPT TRUCK SVC #18-LOF/MAINTENANCE & SERVICE #17 - BATTERY	R	12/10/2008		5.00 165.56CR 141.86CR 637.82CR 139.28CR	057033 057033 057033 057033 057033	1,079.52
MCP01	I-1850	MCPHAIL'S FUEL COMPANY PROPANE - PW	R	12/10/2008		16.46CR	057034	16.46
MED02	I-13107	MEDIA GRAPHICS, INC. WARNING CITATIONS (1000)	R	12/10/2008		245.64CR	057035	245.64
MOB01	I-132373	MOBILE VISION, INC. MIC REPAIR - PD	R	12/10/2008		118.66CR	057036	118.66
OBI01	I-111208	DAMIEN O'BIID DEM GRDN TREES - URBAN TREE	R	12/10/2008		787.01CR	057037	787.01
OFF09	C-454187168-001 I-453882893-001 I-454202059-001	OFFICE DEPOT OFFICE SUPPLY RETURN OFFICE SUPPLIES OFFICE SUPPLIES - PD	R	12/10/2008		48.48 288.36CR 25.18CR	057038 057038 057038	265.06

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VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
PGE01	I-112408	6345507202-3 10/17 - 11/21/08	R	12/10/2008		12,534.22CR	057039	12,534.22
PRE06	I-18782	PRECISION WIRELESS SERVICE RADIO SVC - PD	R	12/10/2008		220.00CR	057040	220.00
REL04	I-67396	RELIABLE AUTO GLASS #16 SIDE WINDOW CR#08-1065	R	12/10/2008		1,037.87CR	057041	1,037.87
	I-67556	#18 REPAIR CRACKED WINDSHIELD	R	12/10/2008		275.00CR	057041	1,312.87
REM01	R.E.M.I.F I-120208	LTD/LIFE/DENTAL/VISION/EAP-JAN	R	12/10/2008		6,402.53CR	057042	6,402.53
	I-120508	EARTHQUAKE/FLOOD 11/08-11/09	R	12/10/2008		24,639.00CR	057042	31,041.53
ROY02	I-120108	ROYAL COACH CAR WASH PD CARWASH - NOV 2008	R	12/10/2008		14.00CR	057043	14.00
SAN09	C-72348	SANTA ROSA AUTO PARTS WIPER BLADE RETURN - PD	R	12/10/2008		18.40	057044	18.40
	I-58410	HEADLIGHT - PW	R	12/10/2008		10.14CR	057044	10.14
	I-60339	WIRE - PW	R	12/10/2008		2.37CR	057044	2.37
	I-63395	OIL/FILTER - PW	R	12/10/2008		14.32CR	057044	14.32
	I-68497	FUSES - PW	R	12/10/2008		15.05CR	057044	15.05
	I-71762	WIPER BLADES - PD	R	12/10/2008		18.40CR	057044	18.40
	I-72347	WIPER BLADES - PD	R	12/10/2008		18.40CR	057044	60.28
SAN10	I-103482	SANTA ROSA FIRE EQUIPMENT SVC INC EXTINGUISHER SVC	R	12/10/2008		243.80CR	057045	243.80
SIE07	I-12424	SIERRA DISPLAY, INC. HOLIDAY LIGHTS	R	12/10/2008		91.53CR	057046	91.53
SON19	I-112008	SONOMA CTY SUPERIOR COURT PARKING VIOLATIONS - OCT 2008	R	12/10/2008		475.00CR	057047	475.00
SON40	I-09-03-13	SONOMA CTY AUDITOR CONTR. JUSTICE ACCESS - 7/1 - 9/30/08	R	12/10/2008		582.00CR	057048	582.00
SON41	I-26664	SONOMA COMPOST CO. AMENDED SOIL - DEMO GARDEN	R	12/10/2008		101.29CR	057049	101.29
STA15	I-811860	STATE WATER RESOURCES CONTROL BOARD NEDES PERMIT FEE 7/08 - 6/09	R	12/10/2008		3,600.00CR	057050	3,600.00
	I-812510	SEWER COLL PERMIT 7/08 - 6/09	R	12/10/2008		1,226.00CR	057050	4,826.00

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VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
STO01	I-41509	STONY POINT ROCK QUARRY DEMO GARDEN SUPPLIES	R	12/10/2008		208.31CR	057051	208.31
SUS02	I-112408	SUSTAINABLE LIVING DESIGNS REIMB DEMO GARDEN PLANTS	R	12/10/2008		255.15CR	057052	255.15
TAX01	I-120508	TAX COLLECTOR - SONOMA COUNTY #143-101-004-001 DIRECT CHGS	R	12/10/2008		67.58CR	057053	67.58
	I-120508A	#143-101-006-001 DIRECT CHGS	R	12/10/2008		54.72CR	057053	122.30
THE01	I-120108	THE 24 HOUR HEALTH CLUB HEALTH CLUB DUES - SEP 2008	R	12/10/2008		340.00CR	057054	340.00
	I-120108A	HEALTH CLUB DUES - OCT 2008	R	12/10/2008		340.00CR	057054	340.00
	I-120108B	HEALTH CLUB DUES - NOV 2008	R	12/10/2008		365.00CR	057054	1,045.00
TRU01	I-6355065	TRUGREEN LANDCARE LANDSCAPE SVCS - DEC 2008	R	12/10/2008		9,677.92CR	057055	9,677.92
UNI03	I-10	UNION BANK OF CALIFORNIA 2001 TAB A ADMIN 11/08-10/09	R	12/10/2008		2,190.00CR	057056	2,190.00
UNI07	I-619387	UNITED SITE SERVICES, INC. PORTOLET RENTAL-K9 FUNDRAISER	R	12/10/2008		221.32CR	057057	221.32
	I-619388	PORTOLET RENTAL-K9 FUNDRAISER	R	12/10/2008		243.79CR	057057	243.79
	I-619389	PORTOLET RENTAL-K9 FUNDRAISER	R	12/10/2008		176.63CR	057057	641.74
VER02	I-0711135355	VERIZON WIRELESS 270579820-00001 10/22-11/21/08	R	12/10/2008		432.06CR	057058	432.06
WAL04	I-120808	DENNIS WALLACH REIMB BRIDGE TOLL EXPENSE	R	12/10/2008		6.00CR	057059	6.00
WHI04	I-11063	WHITLOCK & WEINBERGER INC W COTATI TRAFFIC MONITORING	R	12/10/2008		998.00CR	057060	998.00
WIL02	I-3360	WILLIAMS USA, LLC WATER TANK LEVEL REPORTING	R	12/10/2008		14.95CR	057061	14.95
WIN05	I-40614	WINZLER & KELLY ECA IMPROVEMENTS THRU 11/2/08	R	12/10/2008		378.50CR	057062	378.50
YOU03	I-2008058	YOUR COMPUTER HEROES, LLC NETWORK SVCS - NOV 2008	R	12/10/2008		900.00CR	057063	900.00

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VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
ZUM01	ZUMAR INDUSTRIES, INC. I-110122	STOP AHEAD SIGN	R	12/10/2008		95.05CR	057064	95.05

\* \* T O T A L S \* \*  
 REGULAR CHECKS:  
 HANDWRITTEN CHECKS:  
 PRE-WRITE CHECKS:  
 DRAFTS:  
 VOID CHECKS:  
 NON CHECKS:  
 CORRECTIONS:

NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
65	0.00	108,536.19	108,536.19
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00

REGISTRY TOTALS:	65	0.00	108,536.19
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TOTAL ERRORS: 0

REFUNDS CHECK REGISTER

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 PACKET: 00262 US - Refund  
 VENDOR SET: 01 City of Cotati  
 BANK: AP AP - CASH CLEARING (POOL)

VENDOR I.D.	NAME	CHECK TYPE	DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
1	EVJE, DALE	R	12/10/2008		2.19	056998	2.19
	EVJE, DALE						
** B A N K T O T A L S ** REGULAR CHECKS: 1 0.00 2.19 HANDWRITTEN CHECKS: 0 0.00 0.00 PRE-WRITE CHECKS: 0 0.00 0.00 DRAFTS: 0 0.00 0.00 VOID CHECKS: 0 0.00 0.00 NON CHECKS: 0 0.00 0.00 CORRECTIONS: 0 0.00 0.00 BANK TOTALS: 1 0.00 2.19							

PACKET: 00264 US - Refund  
 VENDOR SET: 01 City of Cotati  
 BANK: AP - CASH CLEARING (POOL)

VENDOR I.D. ----- CHECK TYPE DATE DISCOUNT CHECK AMOUNT CHECK NO# CHECK AMOUNT

1 I-000200812100149 CHANG, NAOMI R 12/10/2008 213.98 056999 213.98

\* \* B A N K T O T A L S \* \*  
 REGULAR CHECKS: 1 0.00 213.98  
 HANDWRITTEN CHECKS: 0 0.00 0.00  
 PRE-WRITE CHECKS: 0 0.00 0.00  
 DRAFTS: 0 0.00 0.00  
 VOID CHECKS: 0 0.00 0.00  
 NON CHECKS: 0 0.00 0.00  
 CORRECTIONS: 0 0.00 0.00  
 BANK TOTALS: 1 0.00 213.98

CHECK AMT TOTAL APPLIED  
 213.98 213.98  
 0.00 0.00  
 0.00 0.00  
 0.00 0.00  
 0.00 0.00  
 0.00 0.00  
 0.00 0.00