



City of Sebastopol Planning Commission Staff Report

Meeting Date: October 11, 2022
Agenda Item: 5A
To: Planning Commission
From: Kari Svanstrom Planning Director
Subject: Temporary Use Permit, More than 6 Months (Use Permit) – Request for a Temporary Use Permit to allow the continued temporary residential use for a 24-7 safe parking for RV (Recreational Vehicles) for two years at 845 Gravenstein Highway north (aka the “Horizon Shine” RV Village)
Recommendation: Approve with Conditions
Applicant/Owner: Sonoma Applied Villages (SAVS)/St Vincent De Paul (Owner)
File Number: 2022-073
Address: 845 Gravenstein Hwy North
CEQA Status: Exempt
General Plan: Commercial
Zoning: General Commercial

Introduction:

This is a Temporary Use Permit requesting approval to place and operate a Temporary Recreational Vehicle 24-hour safe parking village as a Temporary Residential Use on the vacant site at located at 845 Gravenstein Highway North.

Project Description:

Operation of a temporary 24/7 safe parking program at the site for 20-22 lived-in vehicles for currently homeless persons. The operator, Sonoma Applied Village Services, will provide site management including sanitation, waste management, security, food access, and supportive services.

Sonoma Applied Villages (SAVS) received funding to create and operate a Pilot Program for a safe and legal place for unhoused residents to park their recreational vehicles, and providing a monitored site managed by the non-profit. The intent of the program is to provide community members who are experiencing homelessness a place to safely park their vehicle or RV and is meant to lessen the impacts of homelessness on the broader community. Dwellers have access to essential services such as portable toilets and handwashing stations, refuse containers, and showers, which will mitigate many of the public health and safety impacts that occur in encampments. SAVS works closely with WCCS to provide supportive (wrap-around) social services to the inhabitants.

In addition to the 24-hour site manager, the operations of the SAVS Horizon Shine Village are structured to have a number of ‘good neighbor’ policies within the neighborhood, including noise

(music, generators, dogs); prohibiting parking on neighboring streets (parking is provided within the site); no loitering or trespassing at adjoining, no possession of firearms, open fires, etc. (see attachments "Villager Rules and Responsibilities" item). The site also includes gate monitors at the entry, quiet hours, and a number of other policies to ensure compatibility with the surrounding uses.

Project Location and Surrounding Land Uses:

The site is located in the General Commercial zone on the northern part of Sebastopol (sometimes referred to as the "Northern Gateway"). Surrounding uses include residential to the east and south, commercial (with residential) to the north, and commercial to the west. The site was most recently used as an Amerigas propane tank outlet. It has been empty for several years and has been vacant aside from a small deteriorate 1950's retail structure and gravel parking area. The structure was removed prior to the SAVS village commencing operations in February 2022, and minor site improvements done to provide a level gravel site, installation of electrical to service the temporary restrooms, and construction of a site fence. Many of these improvements, such as the building demolition and fencing, were completed by St Vincent de Paul, which purchased the site with the intent of building permanent housing in the near future.

The site is arranged to provide space for 18-20 RVs, and currently has 18 RVs/25 clients. There is a 24-hour on-site manager, as well as gate monitors at the main gate (at the south / main access point). The site also provides a Common area, showers and bathrooms, and administrative area where services are provided to residents. (See attachments for site plan) A loop driveway is provided, which serves as the emergency vehicle access (fire access, or EVA) route, as well as site circulation to the sites and the small shared parking area by the community uses. The driveway also helps to delineate the setback to adjoining properties.

Prior Site History/Use:

A project approval was granted in November 2016 for a mixed-use development that included a two-story mixed-use development with commercial uses on the first floor and residential uses (11 units) on the second floor. The first floor was proposed to include 12,008 square feet of commercial space, and the second floor proposed to have eleven apartments of various sizes for a total of 10,508 square feet residential floor area. The building proposed total gross floor area of 22,516 square feet. This project received both Design Review approval (with conditions), with a Categorical Exemption under Section 15332: Class 32. This approval has since expired and is no longer valid. In discussions with the property's realtor, the current owner no longer is interested in developing the project that was proposed.

The prior approval did include a Traffic Study, which included analysis of impacts from the mixed use project (both the 13 apartments and the 12,000 SF of commercial space). The estimated number of vehicle trips was for a total of 86 trips for the apartments (estimated at 6.65 each unit) and 532 trips for the commercial uses, for a total of 618 trips (equivalent to 80-90 dwelling units), far greater than would be anticipated by the proposed use.

General Plan Consistency:

The proposed Temporary Use also needs to be consistent with the City's General Plan Land Use (General Commercial, which allows affordable housing, homeless shelters, and similar uses as a Permitted Use), as well as the General Plan's policies. The provision of this site for temporary housing for homeless individuals complies with a number of the Adopted General Plan Housing Element policies, including:

Policy D-2 – Encourage expansion of housing opportunities for extremely low-income households, in that it provides temporary location for temporary housing at the site for unhoused individuals.

Policy D-6 – Work to prevent homelessness and support housing services to the homeless, in that a number of non-profit organizations, including SAVS but also Gravenstein Health Center and West County Community Services, are able to provide ‘wrap-around’ supportive services both to support potential transition to permanent housing as well as other needed services such as health care, meals, etc.

Additionally, the City adopted a Resolution in 2018 declaring a local Homeless Emergency and Shelter Crisis in 2018 (Reso No 6213), and Adopted a Resolution on November 30, 2021 proclaiming the existence of a Local Homeless Emergency (Reso No 6386-2021).

Zoning Ordinance Consistency:

The site is in the General Commercial (CG) District provides areas for commercial uses with clusters of street-front stores. This district permits primarily local-serving retail establishments, specialty shops, banks, professional offices, motels, residential uses, and business and personal services that are typically appropriate along major thoroughfares as well as regional commercial uses.

Although 24-7 hour ‘safe parking’ is not included in the City’s municipal code, the Planning Director has determined that it is defined as a temporary residential use, similar to a “Temporary Care Unit” which *is* defined in the code (for the reasons of housing a caretaker,

Zoning and Project History:

The original RV Village was slated as a 12-month use (January 2022 to January 2023) when originally proposed. As such, it was classified under the definition of a Homeless Shelter (see below), as the RVs are not fully functional dwelling units; communal facilities for living will be provided by SAVS; the operation will be for a limited time frame; and, the use of the site will be to accommodate persons and families who are currently homeless:

Zoning code definitions:

“*Homeless shelter*” means a residential facility operated by a provider which provides temporary accommodations to persons or families with low income for a period of generally not more than six months. Such use may also provide meals, counseling and other services, as well as common area for users of the facility. Such facility may have individual rooms, but is not developed with individual dwelling units.

“*Temporary Use*” means a non-permanent use on a site, which can events, but also temporary storage yards, trailers, and similar uses as defined by the Planning Director.

“*Temporary care unit*” means a manufactured home, recreational vehicle, or park trailer used as a temporary dwelling unit associated with providing care to one or more persons due to an age-related, health, or medical condition

The SAVS program residents are temporary by nature, but would not be required to leave after a certain period of time. SAVS has reported that some residents have left, either due to cause, or because they have transitioned to permanent housing, but the majority have been there the 9

months it has been in operation, and the intent from SAVS is that they would be able to continue to live at the site.

The use is considered temporary as neither the support units or the RVs are permanent structures; the use is for a limited time; nor are there any site or other improvements to the property which would be permanent.

With the transition to a longer operational timeframe (from 12 months to 36 months, with the 2 year additional time extension being requested in this application), the Planning Director has determined that definition of the use will change after the initial one year period to be classified as a 'temporary residential use,' as the turn-over of residents would exceed time period ("for a period of generally not more than six months") with the extended use. The Planning Director has previously determined that uses beyond six months, but for a limited duration of up to five years are classified as "Temporary uses" and subject to the Temporary Use Permit process, and subject to Planning Commission review. This requirement has several precedents, including permitting of two micro-shelter temporary residential use structures at the Community Church of Sebastopol and the recycling can redemption center at 1000 N Gravenstein Highway, the Peacetown concerts and Headwest Marketplace (once these uses exceeded one season and/or six months). The micro-shelters were permitted for five years, and the "CRV" redemption station for approximately two years (from August 18, 2022 to June 30, 2024); both are longer than six months but limited duration similar to the proposal before the Commission for this Project. This process allows for the impact of uses longer than six months to be reviewed through the public hearing process as described below.

Section 17.430 of the Zoning Ordinance allows for a Temporary Use Permit for non-permanent uses with the approval of the Planning Director (for uses six months or less) and by the Planning Commission for uses longer than six months. This Section also provides that the "decision-making authority may designate such conditions as determined to be necessary in order to secure the purposes of this code, and may require such guarantees and evidence that such conditions are being, or will be, complied with."

The RV Village is requesting an extension to operate as a 24-7 (24 hours a day/7 days a week) safe parking site, as it has operated since February 2022, for an additional 2 years beyond January 2023 (the one year originally envisioned). The use is still considered temporary as they are not proposed to be permanent, nor do they include any site or other improvements to the property which would be permanent.

Site

The site was reviewed prior to its commencing operations for consistency with the General Commercial zoning requirements.

These requirements include:

- 20 rear yard setback (When adjoining residential)
- 0' side yard setback (a 20' setback was maintained)
- 35' height limit (one-story structures only)
- 6 foot fence height at sides/rear and past the front setback
- Parking: while a Homeless Shelter would only require 1 parking space per 10 beds, the City required 1 parking space for each RV space. This is more consistent with a Studio residential unit and greater than required for the use.

Required Findings:

The Findings required for a Temporary Use Permit are similar to a regular (permanent) Conditional Use Permit, in that it “may only be granted if the establishment, maintenance or operation of the proposed use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or development, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.”

Analysis:

This Temporary Use Permit request would allow for the site to operate and house homeless individuals for up to an additional two years. It is anticipated that St Vincent de Paul, the site’s owner, will begin construction of a permanent affordable housing at the site (anticipated spring 2024).

Need

The City adopted a Resolution in 2018 declaring a local Homeless Emergency and Shelter Crisis in 2018 (Resolution 6213), and Adopted a Resolution on November 30, 2021 declaring a Local Homeless Emergency. These resolutions identified the growing issue of homelessness with the City and the State, and the need for additional resources to address this and associated issues.

During the intervening time, the City applied for, and received, a Homeless Emergency Action Grant (HEAP) to install two Temporary RV pads/spaces at Park Village Mobile Home Park. The City has also permitted temporary residential shelters at the Community Church to assist with providing some of these services. The provision of this larger site for use as a 24-7 safe parking site for RV and vehicle dwellers similarly provides a needed social service within the City.

Issues

The main issue identified with the use does not appear to come from the SAVS Horizon Village operations or residents themselves. The adjoining neighbors have reported what has been described as ‘overflow’ issues – issues related not by the Village itself, but from other individuals outside of the site. These include reports of RVs parking (for the neighbors just outside city limits given the City’s RV Parking Ordinance and SAVS rules regarding not parking in the neighborhood), littering, shoplifting, and other petty crimes.

These issues would potentially be worse if the SAVS site were closed, as there would be additional unhoused individuals in RVs looking for locations to stay. However, there may be ways to partner with SAVS as a ‘neighborhood watch’ given their gate monitor and on-site manager, and presence of other social service providers at the site during the daytime.

Other potential concerns raised include health and sanitation. City staff reviewed these conditions closely prior to the initial start of operations in February 2022. While the RVs are not connected to permanent utilities, the communal showers and restrooms are connected to city sewer. Additionally, SAVS coordinates weekly servicing of RV waste tanks. SAVS also provides safe water through large tanks (the same type utilized in rural settings where water or well is unavailable). SAVS also provides electrical service to all the community services areas. The on-site manager and other SAVS staff and volunteers monitor the site for compliance with the Village rules. Staff is recommending that these operational aspects be required to be continued in any approval for continued operation.

Environmental Review:

The temporary use is categorically exempt from the requirements of CEQA pursuant to Section 15304, Class 4, which includes minor temporary uses of land having negligible or no permanent effects on the environment. The use is consistent with this categorical exemption as this is a temporary use and does not require permanent improvements.

City Departmental Comments:

The following City Departments and outside agencies have reviewed the Temporary Use Permit request: Planning, Fire, Public Works, Building and Safety, Police, Engineering, City Manager, City Attorney, and City Clerk.

Most departments commented and included requirements prior to the SAVS operations beginning in early 2022. The current site set-up and operations are consistent with City departmental requirements for the temporary use. These requirements included the following:

- Fire lanes as appropriate throughout the site (reflected on the site plan)
- Connection to the city sewer for the shared use restrooms provided at the site, as well as site kitchen.
- Service of RV waste tanks on a weekly basis
- Provision of water tanks for the site's water supply
- Adhere to City's Noise Ordinance restrictions regarding generator use (electrical connection was completed in spring 2022 and has been in use since then)
- Observance of 'quiet hours'
- Electrical connection for community uses and limited use by residents
- Fencing the property and monitoring of entry/exits
- Site management and security, including gate monitors at the entry/exit

The only additional comments received from City departments were from the Police Department. They noted potential additional areas of coordination between SAVS and the City Police Department for opportunities to enhance safety in the area. These include:

- Increase cooperation with Police to notify them of potential issues outside of the SAVS site so that Police can better address issues outside of the site / in the neighborhood.

While the Police and SAVS coordinate regularly, Police staff believe that the addition of these conditions, particularly taking a lead as a 'neighborhood watch' for surrounding areas, will assist in alerting the Police to potential issues before they become embedded in the area or are allowed to escalate.

Public Comment:

As prescribed by Section 17.460 of the Zoning Ordinance, the Planning Department completed the following: (1) Provided written notice to all property owners within 600 feet of the external boundaries of the subject property; (2) provided a written notice that was published in the Press Democrat; and (3) posted three written notices publicly on and within vicinity of the subject property.

Public comments received as of this staff report are included in the Attachments to this staff report.

Recommendation:

Staff believes the proposed use is compatible with the site, and recommends approval, subject to the following key conditions:

- Maintain operational policies as presented in the application (Village Rules and responsibilities” and “SAVS 24-7 Safe Parking Operations Manual”), including, but not limited to: gate monitors, on-site manager, SAVS outreach, etc.
- Enhance coordination with Police for monitoring area surrounding site as a ‘neighborhood watch’
- Continue quarterly reports to the City, to be reviewed as a regular item at future Planning Commission meetings.

If it is the consensus of the Planning Commission that the proposed use is compatible with the site and surrounding uses, staff recommends that the Commission adopt the draft Resolution and approve the project approved based on the facts, findings, and analysis set forth in this staff report and as found in the Resolution, and subject to the Recommended Conditions of Approval found in Exhibit B, and any additional or modified conditions the Planning Commission determines is appropriate.

Attachments:

Application Documents, including operating documents and lease agreements

DRAFT Planning Commission Resolution (p 71)

Exhibit A – Operational Parameters (SAVS operational manual and village rules)

Exhibit B – Recommended Conditions of Approval

Public Comments (p 114)



City of Sebastopol

Planning Department
7120 Bodega Avenue
Sebastopol, CA 95472
(707) 823-6167

MASTER PLANNING APPLICATION FORM

APPLICATION TYPE

- | | | |
|--|---|--|
| <input type="checkbox"/> Administrative Permit Review | <input type="checkbox"/> Lot Line Adjustment/Merger | <input checked="" type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Alcohol Use Permit/ABC Transfer | <input type="checkbox"/> Preapplication Conference | <input type="checkbox"/> Tree Removal Permit |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Preliminary Review | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Design Review | <input type="checkbox"/> Sign Permit | <input type="checkbox"/> Other _____ |

This application includes the checklist(s) or supplement form(s) for the type of permit requested: Yes No

REVIEW/HEARING BODIES

- Staff/Admin Design Review/Tree Board Planning Commission City Council Other _____

APPLICATION FOR

Street Address: 845 Gravenstein Highway N. Assessor's Parcel No(s): 060-261-030-000
Present Use of Property: Temporary Housing Zoning/General Plan Designation: General Commercial

APPLICANT INFORMATION

Property Owner Name: St. Vincent de Paul Society
Mailing Address: 5671 Redwood Drive Phone: 07-584-1579
City/State/ZIP: Rohnert Park, CA 94928 Email: info@svdp-sonoma.org
Signature: *JugM Fibbers* (Sep 13, 2022 16:53 PDT) Date: 9-13-2022
Authorized Agent/Applicant Name: Sonoma Applied Village Services
Mailing Address: 1275 4th Street, Suite #101, Box 196 Phone: 707.861.0646
City/State/ZIP: Santa Rosa, CA 95404 Email: tinyvillages@sonomavillages.org
Signature: *Adrienne Lauby* Date: 9-13-2022
Contact Name (If different from above): Patrick O'Loughlin Phone/Email: 707.800.5784 / patrick@sonomavillages.org

PROJECT DESCRIPTION AND PERMITS REQUESTED (ATTACH ADDITIONAL PAGES IF NEEDED)

Somona Applied Village Services (SAVS) - wishes to continue operation of the existing safe parking / RV Village program that opened February 2022. The service provides chronically homeless with a safe place to live and support services designed to provide stability and a path to permanent housing. The site has a 24-hour on-site manager, a village manager and a village council and operates quietly. The village has 18 RVs and 25 clients with 24-hour security and has benefited Sebastopol by moving RVs from Morris street to this location.

CITY USE ONLY

Fill out upon receipt:	Action:	Action Date:
Application Date: 9/22/22	Staff/Admin: _____	Date: _____
Planning File #: 2022-073	Planning Director: _____	Date: _____
Received By: KS/NR	Design Review/Tree Board: _____	Date: _____
Fee(s): \$3000.00	Planning Commission: _____	Date: _____
Completeness Date: 9/27/22	City Council: _____	Date: _____

SITE DATA TABLE

If an item is not applicable to your project, please indicate "Not Applicable" or "N/A" in the appropriate box; do not leave cells blank.

SITE DATA TABLE	REQUIRED / ZONING STANDARD	EXISTING	PROPOSED
Zoning	N/A	General Commercial	General Commercial
Use	N/A	RV Village	RV Village
Lot Size		0.95 Acre	0.95 Acre
Square Feet of Building/Structures <i>(if multiple structures include all separately)</i>		No Structures	No Structures
Floor Area Ratio (F.A.R)	_____ FAR	_____ FAR	_____ FAR
Lot Coverage	_____ % of lot	_____ % of lot	_____ % of lot
	_____ sq. ft.	_____ sq. ft.	_____ sq. ft.
Parking		Spaces for 25 Cars	Spaces for 25 Cars
Building Height		RV's 20'	RV's 20'
Number of Stories		No Structures	No Structures
Building Setbacks – Primary			
<i>Front</i>			
<i>Secondary Front Yard (corner lots)</i>			
<i>Side – Interior</i>			
<i>Rear</i>			
Building Setbacks – Accessory			
<i>Front</i>			
<i>Secondary Front Yard (corner lots)</i>			
<i>Side – Interior</i>			
<i>Rear</i>			
Special Setbacks (if applicable)			
<i>Other (_____)</i>			
Number of Residential Units	_____ Dwelling Unit(s)	¹⁸ _____ Dwelling Unit(s)	¹⁸ _____ Dwelling Unit(s)
Residential Density	1 unit per _____ sq. ft.	1 unit per 2,298 sq. ft.	1 unit per 2,298 sq. ft.
Useable Open Space	_____ sq. ft.	3,000 sq. ft.	3,000 sq. ft.
Grading	Grading should be minimized to the extent feasible to reflect existing topography and protect significant site features, including trees.	N/A	Total: _____ cu. yds Cut: _____ cu. yds. Fill: _____ cu. yds. Off-Haul: _____ cu. yds No Grading
Impervious Surface Area	N/A	_____ % of lot	5% _____ % of lot
		_____ sq. ft.	2,068 _____ sq. ft.
Pervious Surface Area	N/A	_____ % of lot	95% _____ % of lot
		_____ sq. ft.	39,303 _____ sq. ft.

CONDITIONS OF APPLICATION

1. All Materials submitted in conjunction with this form shall be considered a part of this application.
2. This application will not be considered filed and processing may not be initiated until the Planning Department determines that the submittal is complete with all necessary information and is "accepted as complete." The City will notify the applicant of all application deficiencies no later than 30 days following application submittal.
3. The property owner authorizes the listed authorized agent(s)/contact(s) to appear before the City Council, Planning Commission, Design Review/Tree Board and Planning Director and to file applications, plans, and other information on the owner's behalf.
4. The Owner shall inform the Planning Department in writing of any changes.
5. **INDEMNIFICATION AGREEMENT:** As part of this application, applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards, committees and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which accompanies it or otherwise arises out of or in connection with the City's action on this application. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the City's action on this application, whether or not there is concurrent passive or active negligence on the part of the City.

If, for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

NOTE: The purpose of the indemnification agreement is to allow the City to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.

6. **REPRODUCTION AND CIRCULATION OF PLANS:** I hereby authorize the Planning Department to reproduce plans and exhibits as necessary for the processing of this application. I understand that this may include circulating copies of the reduced plans for public inspection. Multiple signatures are required when plans are prepared by multiple professionals.
7. **NOTICE OF MAILING:** Email addresses will be used for sending out staff reports and agendas to applicants, their representatives, property owners, and others to be notified.
8. **DEPOSIT ACCOUNT INFORMATION:** Rather than flat fees, some applications require a 'Deposit'. The initial deposit amount is based on typical processing costs. However, each application is different and will experience different costs. The City staff and City consultant time, in addition to other permit processing costs, (i.e., legal advertisements and copying costs are charged against the application deposit). If charges exceed the initial deposit, the applicant will receive billing from the City's Finance department. If at the end of the application process, charges are less than the deposit, the City Finance department will refund the remaining monies. Deposit accounts will be held open for up to 90 days after action or withdrawal for the City to complete any miscellaneous clean up items and to account for all project related costs.
9. **NOTICE OF ORDINANCE/PLAN MODIFICATIONS:** Pursuant to Government Code Section 65945(a), please indicate, by checking the boxes below, if you would like to receive a notice from the City of any proposal to adopt or amend any of the following plans or ordinances if the City determines that the proposal is reasonably related to your request for a development permit:

- | | |
|---|---|
| <input type="checkbox"/> A general plan | <input type="checkbox"/> A specific plan |
| <input type="checkbox"/> An ordinance affecting building permits or grading permits | <input type="checkbox"/> A zoning ordinance |

Certification

I, the undersigned owner of the subject property, have read this application for a development permit and agree with all of the above and certify that the information, drawings and specifications herewith submitted are true and correct to the best of my knowledge and belief and are submitted under penalty of perjury. I hereby grant members of the Planning Commission, Design Review Board and City Staff admittance to the subject property as necessary for processing of the project application.

Property Owner's Signature: Jag Tibbetts (Sep 13, 2022 16:53 PDT) **Date:** Sep 13, 2022

I, the undersigned applicant, have read this application for a development permit and agree with all of the above and certify that the information, drawings and specifications herewith submitted are true and correct to the best of my knowledge and belief and are submitted under penalty of perjury.

Applicant's Signature: Adrienne Lauby **Date:** September 22, 2022

NOTE: It is the responsibility of the applicant and their representatives to be aware of and abide by City laws and policies. City staff, Boards, Commissions, and the City Council will review applications as required by law; however, the applicant has responsibility for determining and following applicable regulations.

Neighbor Notification

In the interest of being a good neighbor, it is highly recommended that you contact those homes or businesses directly adjacent to, or within the area of your project. Please inform them of the proposed project, including construction activity and possible impacts such as noise, traffic interruptions, dust, larger structures, tree removals, etc.

Many projects in Sebastopol are remodel projects which when initiated bring concern to neighboring property owners, residents, and businesses. Construction activities can be disruptive, and additions or new buildings can affect privacy, sunlight, or landscaping. Some of these concerns can be alleviated by neighbor-to-neighbor contacts early in the design and construction process.

It is a "good neighbor policy" to inform your neighbors so that they understand your project. This will enable you to begin your construction with the understanding of your neighbors and will help promote good neighborhood relationships.

Many times, development projects can have an adverse effect on the tranquility of neighborhoods and tarnish relationships along the way. If you should have questions about who to contact or need property owner information in your immediate vicinity, please contact the Building and Safety Department for information at (707) 823-8597, or the Planning Department at (707) 823-6167.

I have informed site neighbors of my proposed project: Yes No

If yes, or if you will inform neighbors in the future, please describe outreach efforts:

SAVS has had continuous community outreach meetings since opening in February 2022.

We hold monthly community meetings, anyone wishing to attend can email tinyvillages@sonomavillages.org

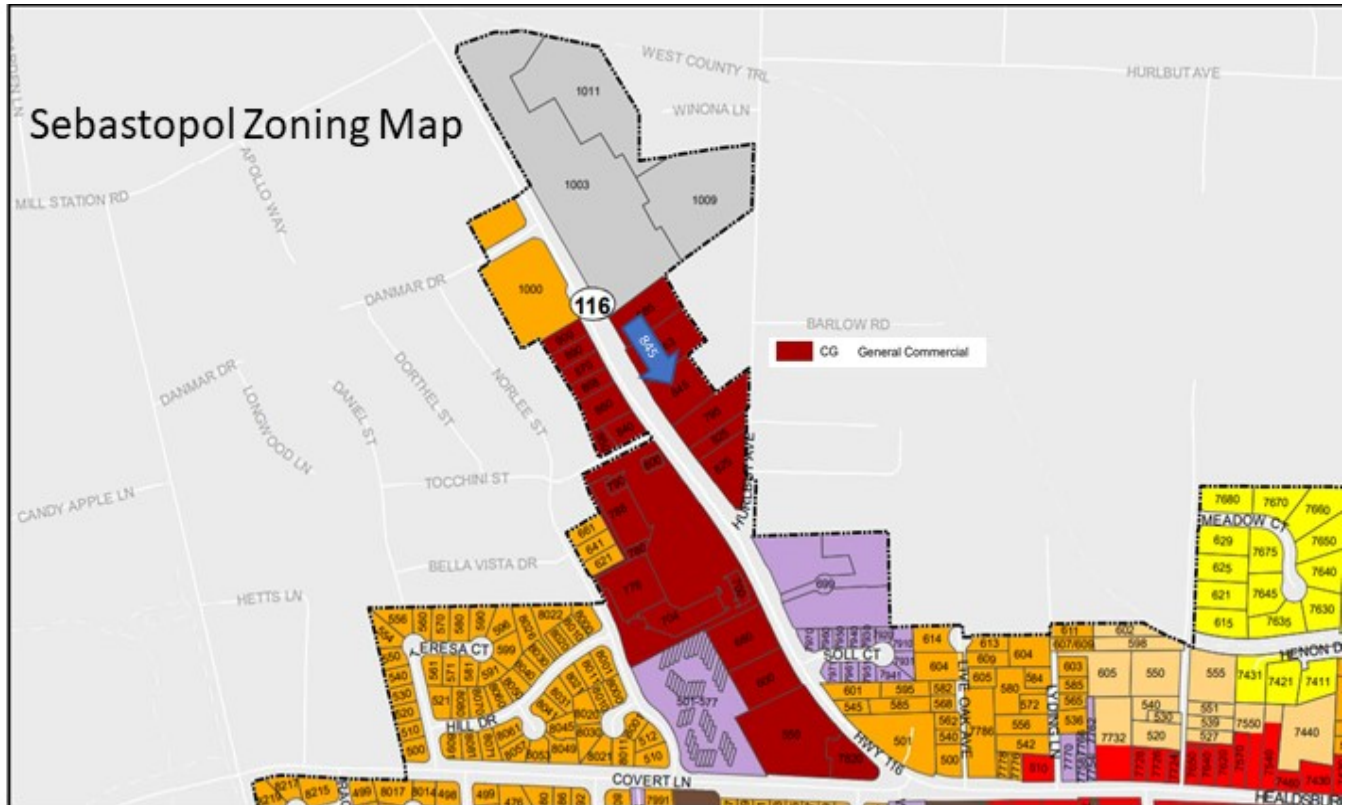
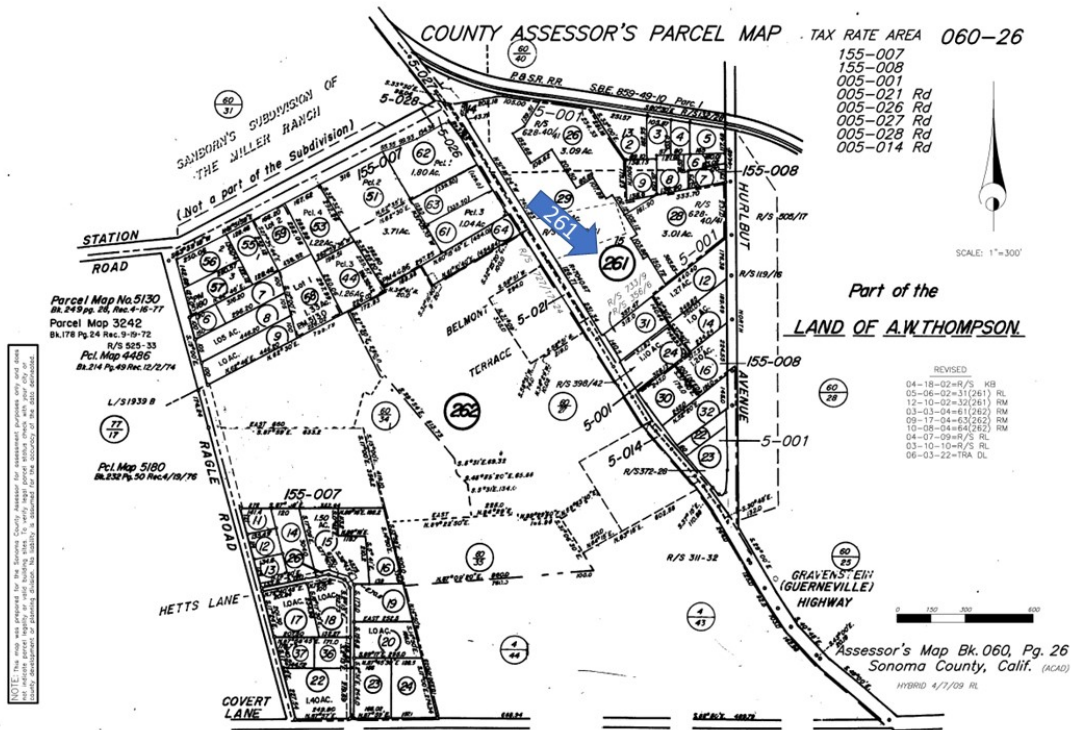
Website Required for Major Projects

Applicants for major development projects (which involves proposed development of **10,000 square feet of new floor area or greater, or 15 or more dwelling units/lots**), are required to create a project website in conjunction with submittal of an application for Planning approval (including but not limited to Subdivisions, Use Permits, Rezoning, and Design Review). Required information may be provided on an existing applicant web site.

The website address shall be provided as part of the application. The website shall be maintained and updated, as needed until final discretionary approvals are obtained for the project.

Such website shall include, at a minimum, the following information:

- ✓ Project description
- ✓ Contact information for the applicant, including address, phone number, and email address
- ✓ Map showing project location
- ✓ Photographs of project site
- ✓ Project plans and drawings



Site Photographs

Before – Abandoned Propane Service Station



After – Fenced in RV Park



Rows of RV, Shower in foreground, community tent on right

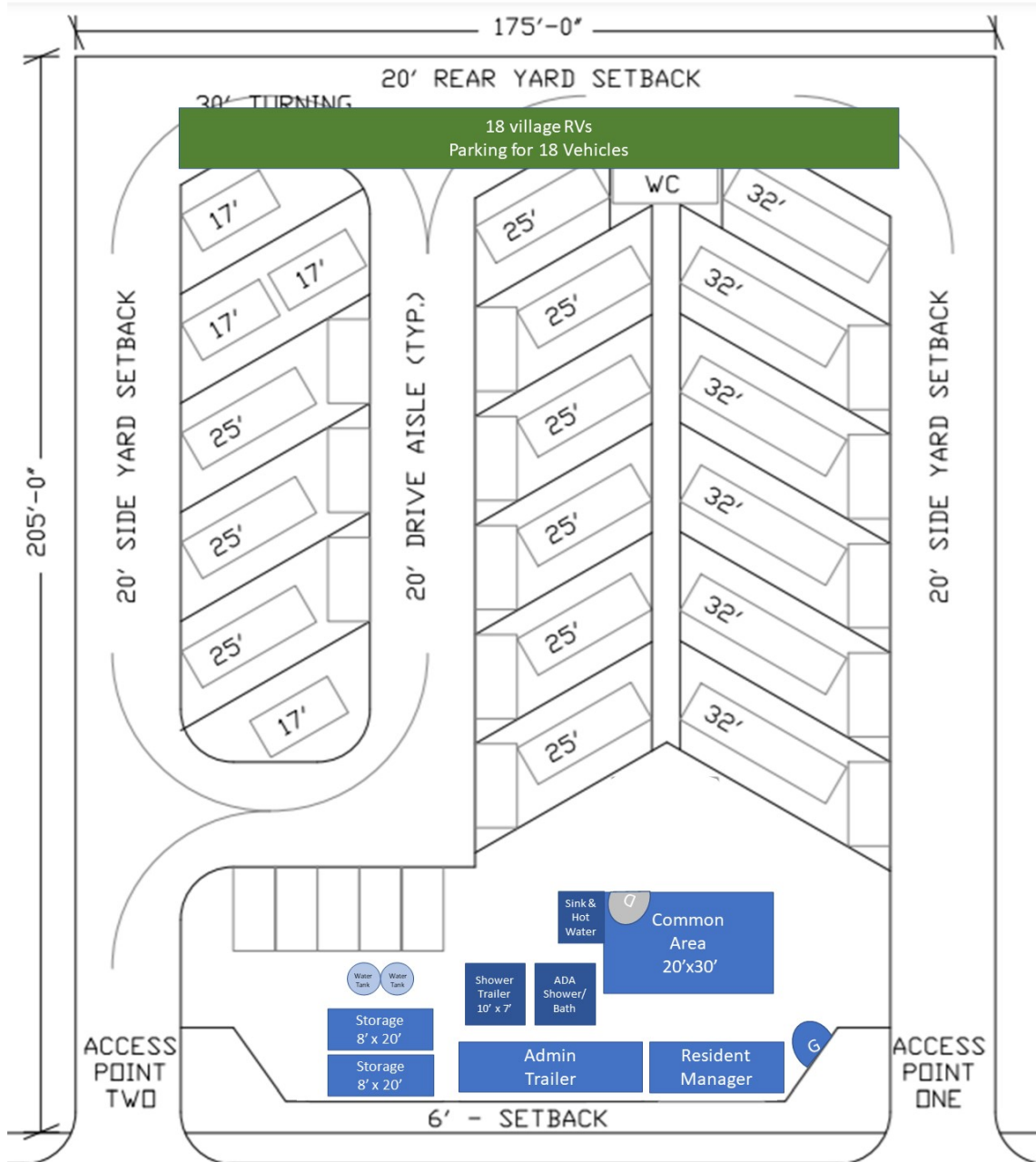


View from inside property onto Gravenstein Highway

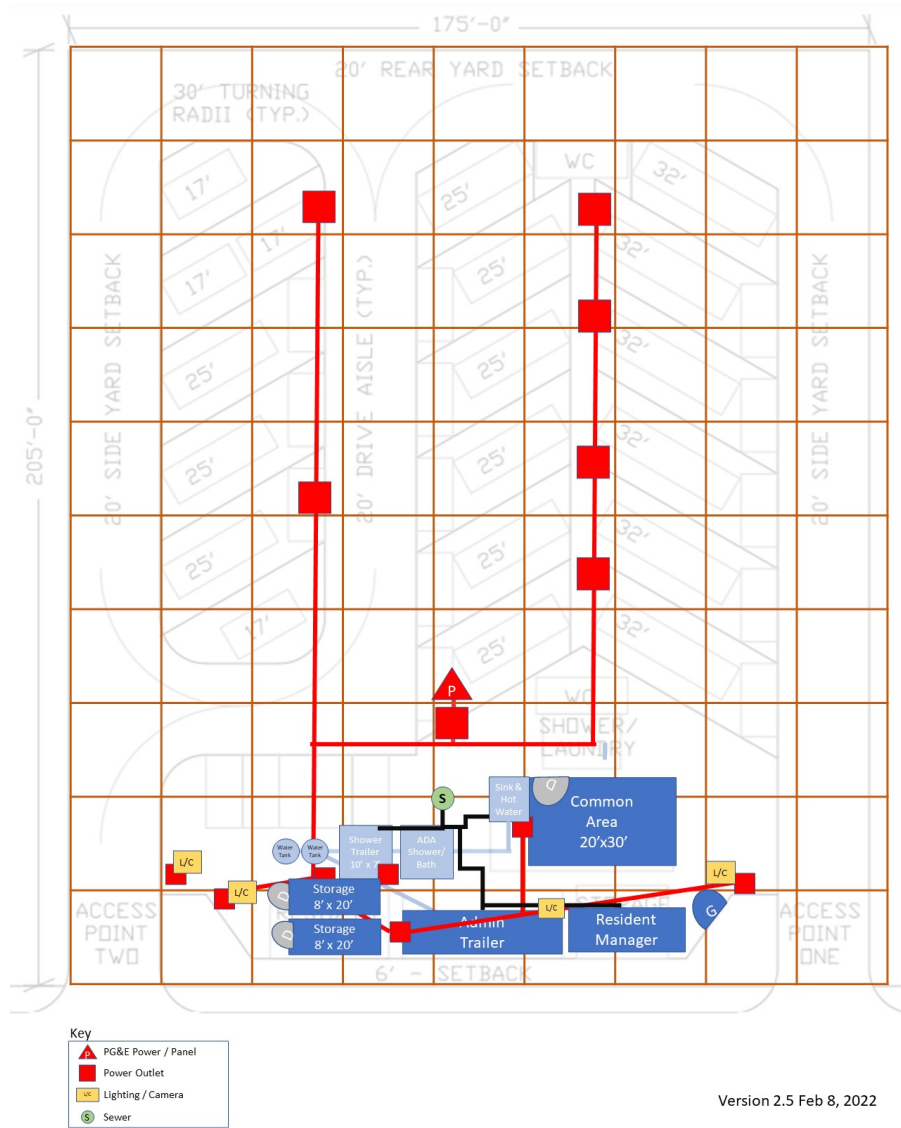


View of Horizon Shine Village from Street





Site Utilities



Village from above, Gravenstein Highway on the right



Area Development Map



**TEMPORARY RV VILLAGE - SEBASTOPOL
AGREEMENT BETWEEN
CITY OF SEBASTOPOL AND SONOMA APPLIED VILLAGE SERVICES**

THIS AGREEMENT made and entered into on 8th day of December, 2021, by and between the City of Sebastopol, located in the County of Sonoma, State of California (CITY), and Sonoma Applied Village Services (SAVS). (Consultant).

City desires to contract with SAVS to furnish professional services in connection with the project described as Opening and Operating an RV Homeless Village, located at 845 Gravenstein Highway, with wrap-around services in Greater Sebastopol for the term 12/08/2021 to 12/31/2022.

PREAMBLE:

1. SAVS has been allocated Continuum of Care funding in the amount of \$368,000, and proposes to use those funds to set up and operate an RV Village within City limits, to serve the CITY unhoused, specifically those living in RVs and other vehicles on Morris Street, as well as City-wide.
2. CITY is in need of a safe, healthy, secure, managed location to offer the City's unhoused currently living in RVs and in other vehicles within City limits, especially on Morris Street and nearby streets.
3. CITY is experiencing a homelessness crisis, and formally declared a homelessness emergency on November 30, 2021. The crisis in the City of Sebastopol has developed into an untenable situation that requires the City's immediate action, and is well documented by complaints and concerns about health and safety and a developing public nuisance that has had a severe and negative impact on the town. The demand for compassionate and effective action is unanimous, and comes from local businesses, advocates for the unhoused, and the community at large. CITY recognizes that this is a crisis situation, and that there is a need to act immediately and decisively to protect the interests of the unhoused as well as the interests of the community at large.
4. CITY has been informed by SAVS that SAVS expects to be entering into a lease with St Vincent de Paul ("SVDP") that will allow it use of the property located at 845 Gravenstein Highway North ("SITE") in Sebastopol, and that SVDP has made a commitment to allow SAVS to use the SITE for one year as a temporary RV Village to serve CITY's RVs and other vehicular unhoused.
5. It is the understanding of CITY and SAVS that SVDP is in the process of purchasing the SITE specifically to allow it to be used by SAVS for the temporary RV Village. SVDP will need to collect lease payments to cover the mortgage and other "carrying costs" for the period that SAVS is leasing the SITE for this use. SAVS does not have funding for these lease payments.

6. SAVS has requested that CITY enter into an agreement authorizing use of the SITE for a temporary one year RV Village for Sebastopol's unhoused, with RVs on or near Morris Street prioritized and seniority (amount of time in Sebastopol) a deciding factor in selection of RV Village residents.
7. SAVS has further requested that CITY reimburse SAVS for the lease payments to SVDP. SAVS does not have sufficient funds to cover lease payments, because the full \$368,000 in Continuum of Care funding is needed by SAVS to set up and operate the temporary RV Village for the one year period.
8. CITY has investigated many other options for addressing the unhealthy and unsafe situation involving the RVs and other lived-in vehicles on Morris Street and nearby streets, and has no other alternatives now, and does not expect other alternatives to develop in the foreseeable future. Sebastopol is dedicated to mitigating the unhealthy, unsafe, and inhumane circumstances occurring on Sebastopol City's streets (Morris Street in particular) and in Sebastopol's neighborhoods. The proposal from SAVS, with the support of SVDP, provides a realistic, acceptable option for CITY.
9. CITY and SAVS have entered into a Memorandum of Understanding ("MOU") outlining the essential rights and obligations of both parties. The MOU is attached here as Exhibit A. This Agreement contains additional details regarding the rights and obligations of the parties. It does not supersede the MOU. The terms of this Agreement are to be interpreted in a manner that is consistent with the MOU. In the event of a conflict between the MOU and this Agreement or any Exhibit, the provisions in the MOU control.

NOW, THEREFORE, CITY and SAVS for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: SAVS agrees to provide the services described in this Agreement for a one year period beginning January 1, 2022, and continuing until December 31, 2022, unless extended by mutual written Agreement of the parties as provided in paragraph 19 or terminated as provided in paragraph 2.
2. Termination:
 - a. If SAVS fails to perform, comply with, or observe any of the conditions, terms, or covenants of any of this Agreement, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, CITY will send SAVS a written notice of default. SAVS will have the right to cure the default within thirty (30) days of the date of the written notice (which notice shall provide reasonable detail of the default and required cure) or, if the breach cannot be cured within thirty (30) days, so long as SAVS is diligently undertaking to cure the breach, SAVS will be allowed to complete said cure within ninety (90) days of the date of the written notice of default.
 - b. If CITY terminates this Agreement for cause, SAVS will be entitled to receive the benefits of this Agreement for all services satisfactorily rendered prior to the termination,

less the amount of damage, if any, sustained by CITY as a result of the breach of the Agreement by SAVS. CITY's obligations to SAVS will end at the expiration of all applicable notice and cure periods, automatically relieving CITY of any obligation to make or continue to provide any benefits of this Agreement to SAVS, and giving CITY the right to proceed with any and all remedies set forth in this Agreement, including but not limited to the remedies listed in paragraph c.

- c. In the event of a failure by SAVS to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance in this Agreement, CITY reserves the right to temporarily withhold all or any part of the benefits of this Agreement, or suspend all or part of the Agreement, until CITY is satisfied that corrective action has been taken or completed. The option to withhold benefits is in addition to, and not in lieu of CITY's right to suspend or terminate this Agreement. In addition, CITY shall have the right of mandamus or other suit, action or proceeding at law or in equity to require SAVS to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement.

3. Scope of Services:

- a. SAVS Specified Services. SAVS shall, in a manner satisfactory to CITY, perform the services described in Exhibit B (incorporated here by specific reference) and as provided in paragraph 14, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit, the provisions in the body of this Agreement control.
- b. Cooperation with CITY. SAVS will cooperate with CITY in the performance of all services and work in this Agreement, and will be available to CITY staff at all reasonable times, subject to the services agreed to by the parties, as described in this Agreement and in Exhibit B.
- c. Performance Standard. SAVS will perform all services and work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in SAVS's same discipline and profession in the State of California. CITY has relied upon the professional ability and training of SAVS as a material inducement to enter into this Agreement. SAVS hereby agrees to perform under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of SAVS's performance under this Agreement by CITY will not operate as a waiver or release. If CITY determines that any or all of SAVS's performance under this Agreement is not in accordance with such level of competency and standard of care, CITY, in its sole discretion, shall have the right to do any or all of the following: (a) require SAVS to meet with CITY to review the quality of the its services or work and resolve matters of concern; (b) require SAVS to take action to correct the unsatisfactory performance until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 2; or (d) pursue any and all other remedies at law or in equity.

4. Assigned Personnel.

- a. SAVS will assign only competent personnel to perform services or work under this Agreement. If at any time CITY is concerned about the competence or conduct of any SAVS personnel, CITY will first notify SAVS to discuss the concerns and a possible resolution, if reasonably possible. If CITY continues to be concerned, CITY will notify SAVS of a failure to perform, and the provisions for default and cure in paragraph 2 will apply.
- b. Any and all persons identified in this Agreement or any exhibit as the project manager, project team, site manager, resident on-site manager, or other professional performing work or services under this Agreement are deemed by CITY to be key personnel whose services were a material inducement to CITY to enter into this Agreement, and without whose services CITY would not have entered into this Agreement. SAVS will not remove, replace, substitute, or otherwise change any key personnel without prior written notification to CITY.
- c. If any of SAVS's personnel assigned to perform services or work under this Agreement become unavailable due to resignation, sickness or other factors outside of SAVS's control, SAVS will be responsible for timely provision of adequately qualified replacements.

5. Payment:

- a. CITY agrees to reimburse SAVS for actual lease payments SAVS is required to pay for use of the SITE for the one year lease term discussed in this Agreement. The reimbursement amount will be payable monthly to SAVS, for months of actual operation of the temporary RV Village, and will be for the amount actually charged to SAVS by SVDP, with a monthly maximum of \$5,000 per month (no more than \$60,000 for the full year of operations).
- b. These lease payments are considered a partial match to the \$368,000 granted to SAVS by the Continuum of Care for set up and operation of the RV Village.
- c. If SAVS does not receive the Continuum of Care funding or elects not to use the Continuum of Care funding for the RV Village described in this Agreement, this lease reimbursement promise will be null and void.
- d. Reimbursement payments will be made only after SAVS submits adequate written documentation to CITY of the actual lease cost incurred. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause SAVS to be paid within 30 days of receipt of invoice. In no event will the monthly amount reimbursed exceed \$5000 or the total annual amount exceed \$60,000.

6. Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by email or personal delivery or by US Mail or courier service. Notices, bills, and payments shall be addressed as follows:

CITY:

City of Sebastopol, 7120 Bodega Avenue, Sebastopol CA 95472

Or by mail: P.O. Box 1776, Sebastopol CA 95473

Attn: Administrative Services Director Ana Kwong

Email: akwong@cityofsebastopol.org

SAVS:

SAVS, Sonoma Applied Village Services

1275 4th Street, Suite #101, Box 196

Santa Rosa, CA 95404

Attn: Gregory Fearon

Phone: (707) 861-0646

Email: tinyvillages@sonomavillages.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving written notice that complies with this paragraph.

7. Assignment and Delegation: Except as provided in this Agreement, neither party will assign, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other and no assignment will be of any force or effect unless and until the other party has so consented.
8. Operational Changes: SAVS will promptly forward to CITY any material modifications to its program, policies, or procedures.
9. Subcontracts: SAVS will include all of the provisions of this Agreement in its entirety in any subcontract executed in the performance of this Agreement. SAVS will monitor all subcontracted services on a regular basis to ensure contract compliance. SAVS will undertake to make sure that all subcontracts in the performance of this Agreement are awarded on a fair and equitable basis. Executed copies of all subcontracts will be available to CITY, along with a summary description process, upon written request by CITY.
10. Status of SAVS: The parties intend that SAVS, in performing the services specified in this Agreement, will act as an independent contractor and will have control of the work and the manner in which it is performed. SAVS is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides its employees.

11. Insurance: SAVS will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SAVS, its agents, representatives, or employees. City insurance requirements are specified in Exhibit C, which is attached here and incorporated into this Agreement by this reference.
12. Indemnification. Each party will indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The provisions of this section do not apply to claims to the extent occurring as a result of the either party's sole negligence or willful acts or misconduct.
13. Party Representatives. CITY will appoint a designated representative who will have the authority to monitor the program and operations of SAVS on behalf of CITY. SAVS shall appoint a representative to be available to CITY for consultation and assistance during the performance of this Agreement.
14. Prosecution of Work. The execution of this Agreement will constitute SAVS's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder will be completed within the time required in this Agreement, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for SAVS's performance of this Agreement will be extended by a number of days equal to the number of days SAVS has been delayed.
15. Extra or Changed Work.
 - a. Extra or changed work or other changes to the items identified in the Scope of Services or this Agreement may be authorized only by written amendment to this Agreement, signed by both parties.
 - b. Minor changes that do not significantly change the scope of work identified in the Scope of Services or significantly lengthen time schedules can be authorized and signed by the CITY's City Manager. CITY's City Council must authorize all other extra or changed work. Failure of SAVS to secure this written authorization for extra or changed work will constitute a violation of the Agreement (see paragraph 2).
16. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received

may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this paragraph limits CITY's right to terminate this Agreement pursuant to paragraph 2.

17. Reporting:

- a. SAVS agrees to provide a written quarterly report ten (10) days after the end of each Quarter, that is, by the following dates:
 - i. Quarter 1 (Q1): January 10, 2022 (submit by January 20, 2022)
 - ii. Quarter 2 (Q2): April 11, 2022 (submit by April 21, 2022)
 - iii. Quarter 3 (Q3): July 11, 2022 (submit by July 21, 2022)
 - iv. Quarter 4 (Q4): Oct 10, 2022 (submit by October 21, 2022)

The intent is to coordinate the quarterly report dates with the Calendar of the Sonoma County Community Development Commission.

- b. Each quarterly report shall describe the progress of the project.
- c. Within ten (10) days after the termination date of this Agreement, SAVS agrees to submit to CITY a Final Report.
- d. All quarterly and final reports shall be submitted in a form specified by CITY.
- e. SAVS, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the CITY, electronically or in hard copy, in a timely fashion.
- f. CITY will use reports submitted by SAVS to provide periodic required reports in a timely way to the state, federal, local governmental or private funding entities.

18. Amendments:

- a. CITY or SAVS may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both organizations, and approved by CITY's City Council. Any amendments will not invalidate this Agreement, nor relieve or release CITY or SAVS from its obligations under this Agreement.
- b. CITY may, in its discretion, amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and changes in available funding amounts, or for other

reasons. If these amendments result in a change in funding, the Scope of Services, these modifications will be incorporated only by written amendment signed by both CITY and SAVS.

19. Publicity: SAVS and CITY will make reasonable efforts, in all publicity about the temporary RV Village, to recognize explicitly the contribution of both SAVS and CITY, as well as St Vincent de Paul, in making the project possible.

20. Representations of SAVS

- a. Status of SAVS. As noted in paragraph 10, SAVS is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits CITY provides its employees. In the event CITY exercises its right to terminate this Agreement pursuant to paragraph 2, SAVS expressly agrees that it will have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- b. Taxes. SAVS agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. SAVS agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States or to the State of California as a consequence of SAVS's failure to pay, when due, all such taxes and obligations. In case CITY is audited for compliance regarding any withholding or other applicable taxes, SAVS agrees to furnish CITY with proof of payment of taxes on these earnings.
- c. Records Maintenance. SAVS will keep and maintain full and complete documentation and accounting records concerning all services or work performed under this Agreement and will make these documents and records available to CITY, its auditors or other authorized representatives for inspection and audit at any reasonable time. SAVS will maintain these records for a period of five (5) years following completion of services or work under this Agreement.
- d. Conflict of Interest. SAVS covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state and/or federal law or that would otherwise conflict in any manner or degree with the performance of its services or work under this Agreement. SAVS further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by CITY, SAVS shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing SAVS's or such other person's financial interests.
- e. Statutory Compliance. SAVS agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services and work provided under this Agreement as they exist now and as they are changed, amended or modified during

the term of this Agreement. If SAVS performs any work knowing it to be contrary to such laws, rules and regulations, SAVS shall be solely responsible for all costs arising therefrom. SAVS will defend, indemnify and hold CITY, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- f. Nondiscrimination. Without limiting any other provision in this Agreement, SAVS, by and for itself and its successors and assigns, agrees that it will comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, military and veteran status, or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated here by this reference.
- g. AIDS Discrimination. SAVS, by and for itself and its successors and assigns, agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- h. Living Wage Requirements. SAVS, by and for itself and its successors and assigns, shall comply with any and all federal, state, and local laws – including, but not limited to the City of Sebastopol Living Wage Ordinance – affecting the services provided by this contract. Without limiting the generality of the foregoing, SAVS expressly acknowledges and agrees that this contract is subject to the provisions of Chapter 2.72 of the City of Sebastopol Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. Nonprofit entities will pay employees providing services pursuant to a service contract or in connection with a living wage as established by City of Sebastopol Municipal Code Chapter 2.72. The Nonprofit living wage rate schedule is located at <https://sebastopol.municipal.codes/SMC/2.72>
- i. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of SAVS, and all actions required under the SAVS 's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.
- j. Good Standing. SAVS is a duly organized California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

21. Miscellaneous Provisions.

- a. No Waiver of Breach. The waiver by CITY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Any waiver by CITY of any obligation or condition in this Agreement must be in writing.
- b. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. SAVS and CITY acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. SAVS and CITY acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- c. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- d. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- e. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- f. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- g. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.


- h. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- i. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- j. Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors and assigns.
- k. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this 8th day of December, 2021.

CITY OF SEBASTOPOL

By:  Una Glass, Mayor

SONOMA APPLIED VILLAGE SERVICES

By:  Adrienne Lauby, President, Board of Directors

Exhibits

A: Memorandum of Understanding

B: Scope of Work

C: Insurance Requirements

EXHIBIT A: MEMORANDUM OF UNDERSTANDING



Memorandum of Understanding between Sonoma Applied Village Services (SAVS) and the City of Sebastopol

This Memorandum of Understanding (Agreement) stands as evidence that Sonoma Applied Village Services (SAVS) will provide, open and operate an RV Homeless Village, located at 845 Gravenstein Highway, with wrap-around services in Greater Sebastopol for the term 12/08/2021 to 12/31/2022. Greater Sebastopol is defined as within the City of Sebastopol, focusing on RVs on/near Morris Street.

Program Description

SAVS will set up and operate a safe parking village with a mix of vans, trailers and RVs which are used as primary residences for the homeless people of Sebastopol. We will provide site management including sanitary and water facilities, a waste management system, security, access to food and individual whole-person-care support for the residents.

City of Sebastopol Agrees to Provide:

1. Sebastopol agrees to permit the use of the site for a temporary homeless shelter.
2. Sebastopol agrees to grant reimbursement for rent on the AmeriGas site for 1 year, ending Dec 31, 2022 at a total of no greater than \$60,000 provided SAVS continuously operates the site during that time frame.

SAVS Agrees to:

1. SAVS agrees to open and operate an RV village at the AmeriGas site through December 2022
2. The site will make a marked improvement to the current RV encampment near Morris street and provide a prototype for further development of similar affordable, dignified non-congregate shelter.
3. SAVS conducts resident outreach program and neighborhood outreach programs on an ongoing basis

Term

The term of this Agreement shall be December 8, 2021 to December 31, 2022.

Indemnification

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

Confidentiality

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to agencies as required by law.

Date: December 2, 2021

12-01-21

Signature 



Larry McLaughlin
City of Sebastopol

Adrienne Lauby
Sonoma Applied Village
Services

EXHIBIT B: SCOPE OF WORK

As stated in paragraph 3 of the Agreement: SAVS shall, in a manner satisfactory to CITY, perform the services described in Exhibit B (incorporated here by specific reference) and as provided in paragraph 15, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit, the provisions in the body of this Agreement control.

The services referenced in paragraph 3 of the Agreement are contained in the SAVS Operations Manual, which includes site specific terms.



24/7 Safe Parking Operations Manual



Sonoma Applied Village Services
1275 4th Street, Suite #101, Box 196,
Santa Rosa, CA 95404
Phone: (707) 861-0646

Private Non-Profit Federal Tax ID Number: 83-4609220

Original: Summer 2021

Revised: 12/03/21

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INTRODUCTION

Safe Parking Needs in Sonoma County

The road to homelessness is often complex and indirect. Often, some combination of uncontrollable external forces, unpredictable events, unfortunate consequences, and random chance overcomes an individual's ability to stave off the eventual loss of a safe and stable housing option. A person's vehicle can represent a personal refuge: the last remaining link to a sense of privacy, stability, and personal autonomy. Adequate shelters are also commonly inaccessible to vehicle residents because there is no place to leave the vehicle. For many, their vehicle is their home.

“Hidden in Plain Sight – Finding Safe Parking for Vehicle Residents” (From the Seattle School of Law’s Homeless Rights Advocacy Project)
<https://digitalcommons.law.seattleu.edu/hrap/14/>

ESTIMATED NUMBER OF CARS AND RVs

RVs and cars randomly parked and lacking access to basic sanitary and waste facilities, are a highly visible reminder of the amount of progress we need to make as a society when it comes to housing those without the means to afford rents in Sonoma County. A recent count by Santa Rosa Police estimated there are 330 vehicles used for overnight shelter in Santa Rosa. Countywide, roughly 700 people live in their vehicles, making up over a quarter of the homeless population.

Currently, a total of less than 30 slots for safe parking exists in the County. Safe parking sites are a basic and necessary interim measure for addressing the needs of County residents sheltering in vehicles while permanent housing solutions are planned and implemented.

Accommodating these numbers

SAVS estimates that a safe, hygienic, 3-acre site can accommodate approximately 15-20 RVs or 50 cars. Further, SAVS estimates the current need in the County to be about 50% RVs and 50% cars. The County would then need space for approximately for 150 RVs (10 acres) and 150 cars (3 acres) – or about 10-15 acres of safe parking to park every car and RV in Sonoma County. We estimate a 2-acre lot to contain approximately 25 RVs (1 ½ acre) and 25 cars (½ acre).

BENEFITS OF SAFE PARKING SITES

Safe Parking programs have proven effective as tools for improving the community as well as the lives of residents served by the Safe Parking program.¹ A municipal safe parking program will

¹ <https://priceschool.usc.edu/research-shows-safe-parking-programs-can-help-homeless/>

https://www.mountainview.gov/depts/comdev/preservation/safe_parking_program.asp

https://static1.squarespace.com/static/5e40681539b77957555f10e0/t/609ef7cbf37faf27b583665f/1621030860604/FINAL_McElwain_Schiele_Waheed_Report.pdf

provide the following highly visible benefits to Santa Rosa and to unsheltered, low-income residents who have transportation, but cannot afford rent.

Benefits Include:

- Significantly fewer RVs and cars on the streets.
- Significantly less police and sanitation services needed. Last year's Santa Rosa police calls represented 15% of the department's overall calls for officer response, which, combined with mental health and drug-related issues, make up the vast majority of calls for service.
- Consolidation into small communities means more efficient delivery of health, welfare and coordinated entry services to chronically homeless persons (especially those that will not enter a shelter because they will lose their vehicle).
- Safe Parking is more cost effective than building or remodeling new congregate shelters or transitional housing.

Section I – Sonoma Applied Village Services (SAVS) Foundational Statements

VISION AND VALUES

We believe that everyone has a right to a home. The quality of life and well-being of the whole community is raised by working in partnership to end the condition of homelessness. We believe housing can be delivered at much lower costs and more expeditiously, if safe parking and tiny villages are implemented in Sonoma County.

MISSION

The primary objective and purpose of SAVS is to help house the homeless in Sonoma County. We are committed to creating tiny villages where formerly unsheltered residents live with dignity and hope, where they can participate in the management of a community where they can pursue goals for empowerment and improved mental and physical health in partnership with the larger community.

STRATEGY

Our approach is to partner with individuals and organizations working to resolve the County's homeless crisis, including homeless and formerly homeless persons, housed individuals, neighbors, health care providers, faith-based organizations, volunteers, county and municipal agencies and officials, and non-profit service groups.

Our goals are:

- 1) to facilitate and leverage a shared understanding of needs, perceptions, responsibilities, and accountability in order to create safe parking villages that provide basic shelter and security in a cooperative and collaborative atmosphere, and
- 2) to support village residents in attaining personal improvement goals and ultimately to help them secure permanent housing.

PROGRAM DESCRIPTION

A SAVS Safe Parking Program serves residents of Sonoma County encampments living in privately-owned cars and RVs. We operate from a Housing First model by providing 24/7 and overnight parking with supportive services for transitional homeless people living in their vehicles. We view this as the first step in the process to permanent housing. Our approach is an individually tailored and resident-driven case-management process that includes employment assistance and training, community and healthcare referrals, placement in the coordinated entry system, and ongoing follow-up and assessment during residency. This SAVS process is designed to include those with many years on the street and/or extensive health, addiction and mental illness needs.

Section II – Overview of Safe Parking Village Operations

Low-cost Safe Parking villages are a critical step on the path to permanent housing. SAVS Safe Parking Villages deliver dignity and build skills by creating an environment where residents and managers work together in community to drive down costs and foster community involvement.

A SAVS employee, the SAVS Village Project Manager, working under the direction of the SAVS Board of Directors, will be ultimately responsible for the successful operation of the village. SAVS Village Project Manager will collaborate with and support the other staff. (*Definitions follow*)

Function	Notes
Parking	Residents will be provided one parking space for up to 2 individuals. Some lots will offer additional overnight parking (7pm to 7am) based on availability.
Insurance	SAVS will provide overall liability insurance for the lots. SAVS does not provide vehicle insurance.
Safety	Safety is of the utmost importance and will be maintained by the SAVS Village Project Manager and all paid staff. The SAVS Village Project Manager will be available on site as needed, and on call 24/7. Residents and trained volunteers may assist with security. Our team approach does not require the high-cost, low-dividend expense of hiring a 24/7 security service.
Food	Prepared food is generally not provided. However, easy to prepare foods will be available and SAVS will work with other service organizations to provide food.
Sanitation	SAVS will provide portable restroom and washing facilities. SAVS will contract with a sanitation company for both garbage removal service and RV waste servicing.
Shared Responsibilities	Residents will contribute a minimum of 6 hours per month in the maintenance of the village.
Drugs, Alcohol Policy	SAVS is aligned with the Housing First model: we encourage and support a sober environment. SAVS believes in ‘harm reduction’ and ‘meeting the person where they are on their path to recovery’. SAVS has a firm code of conduct policy that will be signed by each resident and will be initially enforced through the on-site Village Council.
Overnight Parking Rules	For overnight lots, residents may not park additional vehicles within three blocks of the designated lot. Lots may have different operating hours during holidays and weekends.

Section III - SAVS Operational Responsibilities

Funding & Government Relations

SAVS is responsible for complying with all government contracts and delivering on contractual commitments.

Co-Managed Leadership

The SAVS Board of Directors has ultimate responsibility for all aspects related to creating and managing the village, as well as for ensuring residents are safe, connected to social and medical services, and feel welcomed and cared for.

Safe Parking Tiny Villages will vary in the number of staff and the tasks each staff person is assigned. Each site will likely be different. What follows is a description of a Tiny Village with two full time staff members and an on-site resident manager.

The village site will be co-managed by the SAVS Village Project Manager and the Resident Services Manager in collaboration with a small Council of 3-5 resident leaders, ensuring that the village is a caring and inclusive place for all of the residents.

- The SAVS Village Project Manager reports to the SAVS Board of Directors and will run operations (sanitation, security, and overall project management). The Village Project Manager enforces policy in conjunction with the Resident Board. The Village Project Manager is responsible for the case management process, overseeing outside reporting and compliance requirements, reporting to the SAVS Board, maintaining community relationships, managing human resource needs, and ensuring that operations conform to community agreements and the approved budget. The Village Project Manager will be accessible via cell phone 24/7 and will respond to emergencies quickly.
- The Resident Services Manager reports to the SAVS Village Project Manager. The Resident Services Manager will be responsible for day-to-day operation of the physical site, ensuring that it is safe and functional, as well as organizing community responsibilities and meetings. Key tasks include: managing security, resolving non-critical grievances and conflicts, and ensuring the site is clean and clear. If other staff members are needed or possible at a Village site, this position will be shared with appropriate division of primary responsibilities.

The Resident Services Manager will lead village meetings, if capable and willing. Otherwise, the SAVS Village Project Manager or a volunteer from the Village will lead village meetings. The SAVS staff will be responsible for selecting and training a resident for the position and a staff member will attend the weekly meetings.

- The Village Council
Elections are held during Village Meetings to maintain a Village Council of 3 to 5 residents that meets weekly. To become a Council member, a resident must be nominated by another resident. A majority vote of Villagers present, decide which nominees are elected. The elected term is two months. Council members may serve consecutive terms. The role of the Village

Council is to sustain resident participation in the orderly management of the village. The Council will hear complaints, enforce community behavioral guidelines and apply written rules of conduct. The Village Project Manager will enforce rules when referred by the Village Council or requested by the Resident Services Manager.

Grievances

Grievances should be submitted to the SAVS Village Project Manager on a SAVS Grievance Form and filed within one week of the date the person filing the grievance becomes aware of the incident in question. The Grievance Form requests the name and contact information; a summary of the alleged problem or action and the remedy or relief sought. An investigation will be conducted, and the Village Project Manager will issue a written decision on the grievance no later than 30 days after its filing. The individual filing the grievance may appeal the decision by writing to the SAVS Board of Directors within 15 days of receiving the decision. The Board of Directors will issue a written response to the appeal no later than 30 days after its filing. If the grievance is against the Village Project Manager, it will be taken up directly by the Board of Directors.

Client Confidentiality and Privacy Policies

The Safe Parking policies and procedures ensure the confidentiality of program participants' identifying information; records pertaining to any individual or family provided with assistance; and treatment services offered under any project within the SAVS Safe Parking program. Staff will not divulge the names or any personal identifying information of program participants without written consent. Further, the address or location of any participant assisted through the Safe Parking Program will be anonymous, except upon written authorization from the client/program participant.

Section IV Security

Villages will be fenced with a gate that is monitored. There will always be one person on site who is explicitly in charge of security. This responsibility will be shared between SAVS staff. The On-Site Resident Manager will be available by phone in the evenings and nights when other staff may not be present. SAVS volunteers and residents will be organized to perform security watches in the evenings, with an overnight off-site staff member on call. Guest policies will be determined by the Village Council, unless Covid restrictions by the County Health Officer require otherwise.

When required by contract, other security arrangements are possible. As necessary, a 24/7 commercial Security Service will be in place upon site opening to provide immediate safety and security for the residents. The continued need for private security services may then be assessed on a monthly basis according to:

- The number of actual security incidents within the village
- Neighborhood incidents related to village residents or guests
- The strength and reliability of our self-governance and peer-support programs

Front Gate Security in SAVS 24/7 Safe Parking Sites

The front gate is the only routine access in and out of the lot and shall remain secure. A second gate will only be used for emergencies. Staffing the front desk is one of the most important duties at a SAVS Safe Parking Village. If this is not done by private security, it will be one of the mandatory service tasks for all residents.

Three Stages of Response

All staff and residents will follow SAVS Three Stages of Response for maintaining a secure and orderly environment within the Village. Stage 1 is the least severe and most common type of response. Stage 3 is the most severe and least common type of response.

Stage 1. Minor Incidents of Concern: Contact a Village Council Member. These problems will generally be resolved within the Village Council through the disciplinary system. Warnings will be issued if the problem is not resolved. If the Council is unable to end the problem, they will refer it to the Village Project Manager who will act, up to and including removing a resident from the program. All efforts, including other housing/shelter options will be pursued before any permanent removals.

Stage 2. Potentially serious and serious incidents: Call the On-Site Manager and the SAVS Program Manager. After consultation with the Village Council, appropriate response will be enacted, as in unresolved issues within Stage 1.

Stage 3. Emergencies: Call 911

***See Section XI for Fire and Safety and Emergency Evacuation plans
See Section XIII for a detailed explanation of the disciplinary process***

Neighborhood Relations

Neighborhood relations are a critical part of the Village operations. The Village Project Manager will either be a single point of contact for village neighbors, or will appoint someone to that function. Meetings with neighbors and the Village Council will be arranged by the Village Project Manager. We will strive to find neighbors to work with the Village as liaisons and volunteers. We will establish a system for the community to donate items, provide food and help the village maintain and operate successfully. Weekly teams of Village residents will do litter pick up in the surrounding area of approximately 4 blocks. **No one will be allowed to linger in the neighborhood outside the Village.**

Transportation

SAVS can provide shuttle service, if needed, for scheduled laundromat trips. SAVS vehicles will also help residents within budget constraints and when vehicle needs of other SAVS programs are met. It will not offer on-demand or regularly scheduled rides for residents.

Food

Staff will invite and coordinate prepared food and meal donations by churches, Redwood Empire Food Bank, other nonprofits, and volunteers to help improve access to food. Neither a kitchen nor cold food storage will be provided.

Volunteers

SAVS staff will coordinate volunteer contributions to the village and residents, arrange schedules, and work with resident leaders and the case management team. SAVS intends to use as many volunteers as we have access to, in order to drive down costs and increase community engagement with the program.

Financial Management

All financial management tasks will be completed by the Village Project Manager. The Village Council may have a small fund for their use. Fund distribution will be overseen by the SAVS Treasurer and Bookkeeper with standard protocols in place.

Section V – Resident Self Governance

Self-governance is a core value of SAVS Safe Parking villages. This means that the success of the Village relies on the participation of residents in making decisions related to its policies and management. Participation is organized within two structures: The Village Council with weekly meetings and required monthly meetings of all residents.

Monthly Village Meeting

Attendance at the monthly Village Meeting is required of residents. Issues related to the policies, organization and management of the Village are discussed and, when appropriate, voted on at this time, as are resident suggestions, requests, and concerns.

Village Council

Elections are held during Village Meetings to maintain a Village Council of 3 to 5 residents that meets weekly. To become a Council member, a resident must be nominated by another resident. A majority vote of Villagers present decide which nominees are elected. The elected term is two months. Council members may serve consecutive terms. The role of the Village Council is to sustain resident participation in the orderly management of the village. A primary responsibility of the Council is to serve as a contact between meetings when urgent situations arise. All Council decisions are potentially subject to review by the entire village at a Village Meeting by following the Village Appeal Process. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the village.

Through Self-governance and village participation, residents will:

- Gain a sense of community and human connection
- Enjoy a much safer environment
- Form stable affinity groups and longer-term relationships

- Keep their pets
- Gain the ability to live with spouses or intimate partners
- Find a sense of place, privacy, and personal space
- Develop communication and basic management skills
- Gain a sense of self-worth, purpose, direction and recognition of their value to their own success and to the success of others.
- Increase their ability to derive an income.

The Council is not meant to bestow greater power than that of any other resident. Those elected to the council are given the task of responding to incidents when a community agreement is broken and recommending an appropriate level of intervention as specified in this manual. When an incident occurs that is not described in this manual, it is up to the Village Council and staff managers to determine the appropriate level of intervention.

All Council decisions are potentially subject to review by the entire village at a Village Meeting following the Appeal Process. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the village. For incidents resulting in suspension or expulsion, the offender must be given a chance to appeal before taking their leave.

Exception: Possession of guns, firearms, and weapons of any kind; violence; and drug dealing are not permitted. Anyone committing these offences will be asked to leave the premises immediately. There is no appeal in these cases.

SECTION VI – Resident Selection

Client Acceptance Policy

SAVS' Safe Parking Program shall adhere to federal, state, county, and city government guidelines for aiding individuals and families who qualify as homeless according to the definition of homeless under 401(1) McKinney-Vento Act. SAVS Safe Parking manager shall be responsible for reviewing and approving eligibility determination in order to ensure that all national and local program goals are achieved. All clients must meet minimum eligibility requirements, which include current license, vehicle registration, and insurance. There is the option to register the vehicle as non-operational.

Disability and English Proficiency Policy

It is the policy of Sonoma Applied Village Services and the Safe Parking Program not to discriminate based on disability and to ensure that all villagers, volunteers and staff comply with the Americans with Disabilities Act (ADA). When asked, staff will make reasonable accommodation for all program participants with disabilities or Limited English Proficiency. During intake and/or as needed, these needs will be identified, and the SAVS Manager will be advised to ensure accommodation. Every effort will be made to provide meaningful access to the program and its services and/or access to a translator.

All complaints regarding ADA violations should first be referred to the SAVS Manager who will attempt to make reasonable accommodations. Any person who believes that he or she has been

subjected to discrimination based on disability may file a grievance under the SAVS grievance procedure, which provides prompt and equitable resolution of complaints alleging any action prohibited by the Rehabilitation Act of 1973.

Referrals

When required, referrals will be limited to agencies designated by the party funding the village. Otherwise, potential Safe Parking Program participants may be referred by community partners, community housing agencies, veteran services, community mental health centers, local shelters, and others. Partners will be provided with materials describing program requirements and with referral forms. Individuals may also apply to become residents. An exception is if a particular grant or contract requires the use of Coordinated Entry or other restrictions.

Allowable Vehicles

Each site will have a maximum number of larger vehicles (RVs or trailers). Additional vehicles to tow trailers or to be used as a resident's car must be cleared with the Resident's council and will be allowed based on the available parking space. Recreational vehicles (RVs) may have a size limit in some lots. Virtually every type of car, truck, van, and SUV is potentially acceptable.

Entry Criteria

SAVS acceptance policy conforms to Housing First Low-Barrier procedures, although individuals referred to SAVS Safe Parking sites must meet the following criteria:

- Applicant's vehicle must be in operating order or be registered as "not operational" with the California Department of Motor Vehicles. (DMV).
- If the vehicle is not registered as non-operational, applicants must have current driver's license, registration, and automobile insurance.
- Applicants must be homeless and their vehicle must be their primary residence.
- Applicants using streets in the surrounding city district will receive priority access over those from other city districts unless a specific grant or contract requires otherwise.
- SAVS does not accept families with children under 18.

Screening and Intake

The SAVS Safe Parking Program intake shall adhere to federal, state, county, and city government guidelines for aiding individuals and families who qualify as homeless according to the definition of homeless under 401(1) McKinney-Vento Act.

- When there is an opening, applicants will be contacted by a SAVS Safe Parking Program staff member for screening and intake no more than 10 business days after receiving a referral or request for membership in the program.
- Applicants will be requested to bring a copy of proof of income from all sources, as well as ID(s) for all household members. We do not accept children under 18 at this time. After application, the staff will do a background check looking for violent crimes, falsehoods on the application, and whether the applicant is a registered sex offender. If these things are discovered, staff will discuss the issues with the applicant and make a determination for fit and eligibility.

- The initial intake process will include HMIS entries as well as the Safe Parking Intake Forms. In addition, a Coordinated Entry assessment will be made, if that has not been completed previously.
- Enrollment forms that should be completed by end of intake meeting include:
 1. Signed and dated Safe Parking Intake Packet
 2. Signed and dated Consent to Exchange/Release of Information

New Resident Status

Before being fully accepted as a villager, a new resident will be assigned a spot in the Village and have a temporary status for a 4-week period to ensure they are willing to follow Village rules and to take on the required responsibilities. The goal of this policy is for the staff and the potential villager to obtain a fair and objective assessment as to whether the potential villager is willing to be a contributing member of the community.

A mentor will guide each new resident through orientation and do a daily check-in to answer any questions or concerns that they may have. It will also be the mentor's responsibility to counsel the resident when issues arise as to how the concerns may be addressed.

The mentor and new resident will meet with the Residents Council once a week to talk about any problems. If after four weeks, the Residents Council, Site Manager and Project Manager agree, temporary status will progress to ongoing status. Within this period, staff and the resident will complete a Housing Stabilization Action and Case Management Plan. (Action Plan). If there are problems that need time to be addressed, the provisional period may be extended by a defined period-of-time.

Section VII – Case Management to Permanent Housing

The SAVS Safe Parking Program recognizes that comprehensive case management is the most important component of helping village residents become stably housed. Our case management process relies on an Integrated Resident Team (IRT) that includes the client, an assigned operational staff member, an IHSS provider if necessary, and options for volunteer support, family, friends, and an assigned resident leader. The IRT will meet monthly to discuss and enact plans for the resident, and to track needs and progress. Because clients will typically be coming off the street, case management may initially entail early assessment and close communication for weeks or perhaps months while critical changes take place mentally, physically, and administratively.

Needs Assessment

Needs assessment is at the heart of case management. All Safe Parking services are linked to documented needs that are the basis of a completed Housing Stabilization Action and Case Management Plan (Action Plan) for each resident or household, needs that ultimately relate to securing stable housing. Needs assessment updates are scheduled on a case-by-case basis. This plan is intended to be a living document that is updated as needs and goals of the client change. The

updates allow for tracking residents' progress toward goals, status of needs, and potential ongoing or new problem areas that need to be addressed to secure or maintain stable housing. All Plans are to be signed and dated by the participant head of household and program Case Manager.

Section VIII – Connecting Residents to Assistance

The Safe Parking Program is committed to working collaboratively to ensure that participants receive benefits such as health care, disability, nutritional assistance, and other services such as employment and vocational rehabilitation assistance to which they are entitled. External programs may include Social Security, Covered California or Medicare, CALFresh, V.A. services and mental health support. The Safe Parking Program shall observe all federal, state, and local requirements relating to interaction with other programs through which the Safe Parking Program participants may receive services. The Safe Parking Program shall ensure that no unauthorized duplication or overlap of benefits occurs.

Section IX – Resident Rights and Responsibilities

Code of Conduct

All residents are expected to comply with the following rules and regulations of the SAVS Safe Parking Program and with any agreements they sign upon intake.

- I. Possession of guns, firearms, and weapons of any kind; violence; and drug dealing are not permitted. Anyone committing these offences will be asked to leave the premises permanently. There is no appeal in these cases.
- II. The following actions will be referred to the disciplinary system:
 1. Public use of alcohol and/or drugs, and causing a public disturbance
 2. Urinating and defecating on the property
 3. Tarps covering exterior objects. (Exceptions may be made for roof leak prevention)
 4. Cooking outside the vehicle or in vehicles with unsafe cooking systems
 5. Trash or random property outside the vehicle
 6. Music or other noise which disturbs resident neighbors
 7. Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground.
 8. Disturbances during quiet hours from 10 pm to 8 am.

Disciplinary System

SAVS Safe Parking Village rules are enforced for the safety and benefit of all residents. All problems, except violence, guns and other weapons and drug dealing are dealt with on a three-tier system.

1. The disciplinary system is triggered by a referral or complaint to the Village Council by residents, neighbors, or staff. In a private session with the resident, the complaint will be discussed, and a solution to the problem will be proposed. Solutions will be in writing, signed by the relevant parties and have an action plan and completion date.
2. If this does not resolve the problem, the Village Council will consider the problem again and impose a stronger, structured resolution.
3. If the problem remains, the staff will consult with the Village Project Manager and impose a definitive solution. This solution may include a temporary or permanent suspension from the Village.
4. If the problem involves a grievance, it should be submitted to the SAVS Manager on a SAVS Grievance Form, as explained in Section III.

Section X – Resident Agreements and Liability Waivers

The following language will be part of the resident agreements which will be signed during the intake process:

I / We, accept and agree to respect, acknowledge, and adhere to the rules, policy, and procedure guidelines and regulations that are stated above and will accept full responsibility of the consequences of the outcome if there is a violation to this contract.

SAVS Waiver of Liability

I authorize Sonoma Applied Village Services (SAVS) to refer me to other agencies. Receive, request, disclose, release and exchange useful or personal information from any personal reference, entity, agency, past, present or future employer or organization that she/ he may consider can or may provide assistance to help me obtain my desired goals of becoming self-sufficient. Furthermore, I agree to hold harmless and free of any liability or responsibility, the Job Developer, Case Manager and any of the agencies, entities, individuals, Board of Directors, Organizations, past, present or future employers of the outcome of this release.

City of Santa Rosa Waiver of Liability

This language will be part of any agreement with the City of Santa Rosa:

Safe Parking Village resident hereby agrees to indemnify and save harmless the CITY OF SANTA ROSA, its officers, agents and expenses (including attorney's fees) judgments or liabilities for personal or bodily injury (including death, or other injury resulting from bodily injury) or property damage (including physical injury to property or loss of use thereof) arising out of applicant's negligence or willful misconduct in connection with client's use of the parking facilities.

Section XI –Intervention Plans & Disciplinary Procedures

All intervention actions require the agreement of a majority of Village Council members. In cases of expulsion from the Village, where the Villager is not an imminent threat to others, the Villager to be expelled will be given a reasonable amount of time to make arrangements for their safety. Unless a resident is an imminent threat to others, the resident will not be expelled after 8pm.

Suspensions

The SAVS Safe Parking Program is committed to providing timely assistance for gaining and retaining stable, safe housing to eligible clients and/or households. If the program has evidence that a participant is no longer eligible for these services, has not been fully engaged in the program, and/or has not been fully compliant with program requirements, a suspension review will be held as provided in the Disciplinary Procedure outlined in Section VIII.

Examples of noncompliance and lack of engagement include: failure to attend meetings, failure to return phone calls or e-mails, failure to engage in meetings of the IRT. If it is determined that one or more of the above conditions merits a suspension action, the Disciplinary process will be followed with the following documentation:

- An incident report shall be entered into the case file documenting the situation and recommending suspension of services
- The Case Manager will inform the head of household of the situation and schedule a meeting within 3 business days. If the participant cannot be reached within 3 days, a letter of suspension and pending termination shall be sent to the participant.
- At the next Village Council meeting, the head of household will be notified of the issues that triggered the suspension review. In addition, there will be a review of the resident's history at the village, record of successes, areas for improvement, outstanding issues and possible consequences. The resident will be given an opportunity to explain or rebut. The resident will be given a maximum of 5 business days to comply with any conditions (e.g., provide verification of income, attend required meetings, or perform required activities).

Evictions

If a participant household is deemed unfit for the program, the Case Manager shall document the reasons and present the information to the Program Manager. A review will be conducted by the Program Manager, and if the Case Manager and Program Manager are in agreement, then the head of household will be notified in writing of the change of status and will be asked to leave the Village.

Appeals

- a) Villagers may appeal an Incident Report at the weekly Village Meeting. In cases of expulsion, the appeal may include actions for addressing the problematic behavior that caused their expulsion rather than disputing the incident. A majority vote will either uphold or revise the decision.
- b) Appeal Process:
 - a. Council reads the incident report and informs the Village of their decision.

- b. Accused has a chance to respond and state their case.
- c. Village has a chance to ask questions of the accused.
- d. Accused leaves the room.
- e. Village has an opportunity to discuss the details of the incident. In the interest of time, each person may be limited to one chance to speak unless there is a direct response.
- f. A motion is made to move to vote on whether to “uphold” or “revise” the Council decision.
- g. If a majority vote to revise, a new motion should be made stating a desired revision.

The Termination Process

Clients will be asked to leave the program whenever an assessment verifies one of the following conditions:

1. Client has successfully completed program or is no longer homeless
2. Client has failed to engage or comply with program requirements (e.g., following suspension)
3. Client and/or household no longer wish to be enrolled in the program

Clients exiting the program will meet with a Case Manager to complete the exit paperwork and complete an exit survey. At the time of exit, the Case Manager will remove the participant and/or household from active status in HMIS and update service notes with interview outcomes.

The SAVS Staff Manager will contact the client(s) to set up an exit interview, which will include a member of the IRT team and head of household. The exit interview will include a review of the history and record successes, areas for improvement, outstanding issues and suggestions for ongoing services, including referrals or transfers to other programs.

The participant will be given an exit questionnaire and envelope. Following the exit interview, HMIS will be updated by the Case Manager with a note of the interview outcomes, and the participant household will be asked to leave the program.

Section XII – Other Village Policies

Fire & Safety Plan

The following firefighting and fire protection regulations will be strictly enforced.

No fires will be permitted within the safe parking lot

No open flames are permitted within the housing units.

Residents shall report a fire or other emergency to 9-1-1 through the use of a personal cell phone. Prior to fire seasons, there will be a review of the evacuation plan at a Village Council meeting.

Residents will be notified of a fire or other emergency by word of mouth, and if necessary, will evacuate based on the Emergency Evacuation Plan below. All new residents are to be informed on this during the orientation process.

Emergency Evacuation Plan

Prior to opening a Safe Parking Site, SAVS Program Coordinator will become familiar with all relevant County Emergency Operations Center (EOC) protocols. To ensure evacuation preparedness, SAVS will submit to County staff and the EOC a report on the site that includes: its opening date, site map, estimated number of residents, and a copy of this Evacuation Plan. Additional evacuation plans will be prepared for sites with particular vulnerabilities.

1. The most vulnerable residents will be identified when they are assigned a space in the Safe Parking Lot. After confirmation of a necessary Evacuation from Senior Staff and/or First Responders, our first priority will be to locate and help load residents who are the most elderly, have mobility issues, and/or serious health conditions.
2. Assist Vulnerable residents into Vehicles: SAVS staff and Security will confirm locations of SAVS Vans AND personal vehicles. And load the most vulnerable residents FIRST, then additional residents until vehicles are full. Residents are allowed to Bring ESSENTIAL belongings/medication ONLY! (one small backpack/bag per person, with a bottle of drinking water if accessible). Be mindful of dogs/pets that should NOT be in the same vehicle together.
3. Evacuate site: remaining residents and staff will exit in carpools in personal vehicles and proceed to an area designated by County Emergency Operations Center.
4. Clear the Site, Final Evacuation Check: One staff member is to remain on-site with the Site Coordinator, (unless there is an immediate threat to the life safety of staff) to ensure that each vehicle is checked (Break down doors if necessary), and bathrooms and common areas for persons and animals. First Responders will likely be on-site to assist with the final check.

Pet Policy

Service Animals and pets are honored as an important part of residents' lives. The limited capacity of the Village to support only a small number of such animals is also honored.

Consequently, the following Pet Policies have been adopted:

- a) Service Animals are welcome at SAVS. A doctor's prescription for a service dog must be shown. If someone with a service dog does not have a prescription, they may seek assistance from SAVS in locating a doctor to assess the need and prescribe a service animal.
- b) There will be a maximum number of dogs at any lot at any one time, including therapy dogs but not service dogs. Space for dogs is on a first come, first served basis.
- c) All pets must be tagged with ID as required by local regulations.
- d) Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground will trigger the disciplinary process.

Abandonment Policy

Village residents who have been continuously absent from the Village and have made no effort to remain in contact for a period of 7 days have abandoned their dwelling. Said persons will no longer be a Villager and their possessions will be removed from their previous dwelling immediately upon the dwelling being declared abandoned. They will then have a period of 30 days to retrieve their possessions after which time those items will be disposed of at Village discretion.

A car/vehicle will also be considered abandoned if a resident is spending less than 8 out of 14 nights at the lot without staff approval, or if the resident is continuously absent for a period of 7 days without communication with the appropriate staff member. SAVS will attempt to secure the vehicle but, due to space limitations, it may have to be towed and destroyed.

Village Volunteer Responsibility Policy

All villagers are required to sign up to share in the duty of cleaning the village bathrooms, shower and laundry area. Garbage clean-up is required also.

Section XIII –Evaluation and Assessment

Program Assessment and Key Performance Indicators

- Number and percent of residents who report that their immediate shelter needs were met
- Number and percent of residents who remain in the village for more than a year
- Number and percent of residents who develop and begin executing their service/treatment plan by the end of their 60th day in the village.
- Number and percent of residents who report an improvement in life skills, self-sufficiency, education/training, substance abuse problems, mental health status, housing needs, and physical health
- Number and percent of residents who move to conventional permanent housing, or home with a family or friend because it is their choice and who maintain safe and stable housing for 6 months after leaving the village
- Number and percent of residents who either gain employment or increase their income

Tracking Program Long Term Goals

SAVS will track each onsite client with the long-term goal of helping clients achieve permanent housing. SAVS will report on these metrics:

- Number of clients in RVs, cars and using overnight parking.
- Number of clients connected to new employment.
- Number of clients connected to public benefits.
- Number of clients that had an increase in income.
- Number of total clients served.
- Number of clients provided with outreach.
- Number of clients on the coordinated entry wait list
- Number of client referrals to crisis services, indoor shelters, and counseling
- Number and type of client exits

Modification of SAVS Operations Manual

Modifications to this manual may be made upon a majority vote by the SAVS Board of Directors. All content changes will be supplied to any contractors of SAVS services.

Acknowledgement

Deep gratitude for the Safe Parking Program Manual from New Beginnings of Santa Barbara.

New Beginnings Counseling Center
324 E. Carrillo Street, Suite C
Santa Barbara, CA 93101
Office: (805) 845-8492 ext. 108
Fax: (805) 845-8493

SITE SPECIFIC TERMS – 845 GRAVENSTEIN HIGHWAY NORTH, SEBASTOPOL

Amendments and Additions Specific to this Site.

These provisions supersede any conflicting provisions in the SAVS Operations Manual.

Preliminary Provisions

This section is new. There are no related Operations Manual provisions.

1. SAVS Role: SAVS will provide, open, and operate an RV Village with wrap around services within Sebastopol City limits, to serve Sebastopol's unhoused, for the term 1/01/2022 to 12/31/2022. SAVS will act as the operator of the RV Village. SAVS will submit reports, participate in status update meetings, and identify needs and challenges for the RV Village. SAVS will provide basic sanitary and water facilities, a waste management system, security and whole-person-care support for the residents.
2. Community Served: This site will serve the Sebastopol vehicular unhoused only. Selection for the site will be based on seniority, meaning the amount of time living (in a vehicle or otherwise) continuously in Sebastopol.
3. Supplemental Documents: SAVS will provide CITY with the following documents by no later than the date when the Village is open to RVs, and will resubmit these when there is any significant revision: SAVS Operations Manual, Intake Packet, SAVS Grievance Form, SAVS Policies and Procedures, Disciplinary & Grievance Process, Resident Agreement, Consent to Exchange/Release of Information, Fire and Safety Plan, Emergency Evacuation Plan, Incident Report, and any other documents relevant to the operations of the Village.
4. Quarterly Reports: SAVS will report quarterly to CITY's City Council. The report will include a written summary provided in advance of the meeting, with a verbal presentation provided at a regularly scheduled City Council meeting. The report will contain the following:
 - a. Data on enrolled individuals at the RV Village based on HMIS data.
 - b. A narrative statement containing descriptions of security incidents or those requiring Police Department involvement at the RV Village including interventions used to address issues.
 - c. Reports of conflicts or complaints from neighbors in the surrounding area, including a description of the resolution.
 - d. Challenges related to the physical shelter environment to be addressed by SAVS, the property owner, or other involved agencies or individuals.
 - e. A narrative description of the ongoing development of programmatic offerings at the RV Village.
 - f. A report on the status of any issues reported in the previous Quarterly Report that were not resolved at the time of that previous Quarterly Report, including updates on any resolution.
 - g. A description of significant safety or rule violations and all instances of physical violence.

- h. A report on neighbor and community outreach engaged in by SAVS during the Quarter, including any specific important outstanding issues.
5. Incident Reports: SAVS will submit incident reports to CITY for significant rule violations (those that could lead to temporary or permanent suspension from the Village) by residents within five (5) calendar days, clearly stating; the date of the incident, the individual(s) involved, the nature of the incident, a description of staff intervention, client response, and a plan for follow-up or resolution.
6. RV Village Resident List: SAVS will provide to CITY as soon as possible, but in no event later than January 3, 2022, a full list of the proposed RV Villagers who will be moving into the RV Village. The list will include license plate numbers for the lived-in vehicles as well as any transport vehicles. The City will retain that list as a confidential document protected by the right to privacy, not to be disclosed except for confirmation of resident authority to reside at the Village. SAVS will promptly inform CITY of any change in the resident list.
7. Registered Sex Offenders: SAVS will determine through an independent reliable process approved by CITY that no residents of the Village are registered sex offenders. SAVS agrees to provide CITY with information needed to confirm that no residents or regular visitors to the Village are registered sex offenders. It will be SAVS responsibility to obtain any releases required to allow this information to be provided. The City will retain the confidentiality of the information, and will use it only for the purposes of confirming that no registered sex offenders are on site in the Village.
8. Qualified Personnel (Info to City): Sonoma Applied Village Services (SAVS) will provide all necessary qualified personnel needed for the RV Village. There will be an on-site resident manager who lives in the village. Additionally, SAVS will establish a 3-person resident management team that will interface with residents to ensure that health and safety protocols are followed and that interpersonal issues are resolved. They will be assisted by the SAVS full time program manager. SAVS will provide SEBASTOPOL with names and brief biographical summaries for all those in key leadership positions at the RV Village, including at minimum the Village project manager, the on-site manager, and the employees providing client services and operations oversight.
9. Site Set-up, Improvement, Maintenance: The City of Sebastopol will have no responsibility for site set up, improvements, or maintenance of the Village. This work will be the responsibility of SAVS. The City recognizes that the property owner has made a commitment to take responsibility for these tasks but making and enforcing those obligations will be the responsibility of SAVS.
10. City Agencies: Opening of the Village will be subject to the approval of the Sebastopol Fire Department, Planning Department, Public Works, Police Department and/or any other relevant City departments.

11. Transportation of RVs: SAVS will have responsibility for transporting RVs or other lived-in vehicles in or out of the Village, including any associated cost. SAVS's responsibility will specifically extend to removal of any RVs abandoned at the site and will include the obligation to tow them to an appropriate location and/or to destroy them as needed.
12. West County Community Services (WCCS): SAVS will continue to coordinate with WCCS as it does currently, so that the residents of the Village can get the benefit of the outreach services WCCS is obligated to provide all unhoused in Sebastopol, as provided in the contract between CITY and WCCS.
13. Obligations to Property Owner: SAVS will comply with all agreements it enters into with the property owner.
14. Neighbor Relations: SAVS recognizes as a specific goal for this site the following: the development and maintenance of a continuing productive and engaged relationship with immediate neighbors and with the greater Sebastopol community, with the intention of meeting and responding to the needs and concerns of the immediate neighbors and greater Sebastopol community.
15. Community Advisory Committee: SAVS recognizes that success of the Village will require supportive and engaged community involvement. SAVS will organize and meet regularly with a Community Advisory Committee that will assist in monitoring activities at the Village and reporting to the larger neighborhood of interest. This Community Advisory Council will meet as frequently as the Community Advisory Committee feels is needed, but at minimum once each month. SAVS will have a representative present for all meetings. The City Council will make available a representative to attend the meetings.
16. Sebastopol Charter School: SAVS recognizes the particular sensitivity of the school community less than a half mile from the site. SAVS will meet specifically with school representatives and will follow up and address their concerns and needs throughout the existence of the RV Village.
17. Support Local: SAVS will "shop local," in purchasing supplies and equipment for the Village, supporting local businesses as much as possible and economical.

Introduction

Operations Manual provisions apply, plus the following Site-Specific provision.

1. Number of Vehicles: This lot is just under a full acre. SAVS will accommodate 20-22 lived-in vehicles on the site, with up to 35 residents, plus ~~the~~ transportation and trailer-towing vehicles owned by the residents, as well as any vehicles for guests, employees, or others visiting the site. If, at some time, SAVS feels the Village has built the capacity to accommodate more residents this number may be expanded after discussion with the Community Advisory Committee and City Staff. The number of vehicles and residents will not be greater than provided here without written advance approval from CITY.

SAVS Foundational Statements

Operations Manual provisions apply; there are no Site-Specific provisions.

Overview of Safe Parking Village Operations

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Overnight Parking: This site will not offer overnight parking. This will be an exclusively 24/7 site.
2. Security: This site will offer an initial 30 day period of 24/7 paid professional security. After the expiration of this initial period, SAVS will provide night-time security to coincide with curfew hours (10pm to 6am) Additional security needs will be jointly determined by SAVS and CITY, based on a review of the incident reports to date, and on input from the Community Advisory Committee and the Village Resident Council. SAVS goal will be to provide ongoing security as necessary for the safety of the Village residents and those in the neighborhood. In the event of any disagreement regarding security, SAVS will accept the decision of CITY. CITY accepts and understands that SAVS has allocated \$75,000 to security, and that if security expenses exceed this amount, SAVS may need to close the RV Village earlier than originally planned. SAVS will give CITY advance notice (at least 60 days) before making a final decision. The intent of this notice is to give CITY and SAVS the opportunity to discuss possible options for preventing the early closure of the RV Village, if costs for security are exceeding budgetary resources to the degree that the RV Village may need to close earlier than December 31, 2022.
3. Curfew: The gates will be locked from 10 pm to 6 am. Residents will be expected to remain in the Village during these hours. Residents who are outside the Village during these hours will be allowed re-entry, but this will be considered a violation of the rules of the Village. Residents who exhibit a pattern of violating curfew will be referred to the disciplinary system. Generally, 3 instances will be considered a pattern requiring referral. An exception will be made for Village residents who have job obligations or other commitments that require their absence during these hours. These night-time departures and returns must be pre-approved by the Village management. An accurate written record will be maintained by security of any departures and returns during curfew time.
4. Health and Social Services: SAVS will provide access to basic healthcare, including COVID testing and vaccinations, through the Sonoma County Health Clinics.
5. Emotional, Physical and Life Support : SAVS will coordinate with other outreach and support workers to bring needed services to the site. SAVS will invite and include local and County support groups to assist residents in accessing services.
6. Covid Safety Protocols: SAVS will establish and enforce protocols as necessary in compliance with applicable rules and regulations regarding Covid 19 and variants.

1. Fence: SAVS will be responsible for installation of a fence that encloses the entire perimeter of the property, 6 feet high with a 2-foot lattice at the top. The fence must be a visual and physical barrier, to provide security and privacy for the residents of the Village as well as neighboring properties. The City recognizes that the property owner has made a commitment to take responsibility for fencing, but making and enforcing those obligations will be the responsibility of SAVS.
2. Gate: SAVS will limit regular entrance and exit to one gate that will be monitored by SAVS. A second gate is allowed under this Agreement and will be set up in consultation with the Sebastopol fire department. With their permission, the second gate will be used for entry or exit of RVs, emergencies, and as needed for delivery of supplies (when the main gate is unavailable). It will otherwise remain locked. (Please see curfew rules above.)
3. Neighborhood Relations: For this site, excellent relationships with the neighbors and the community at large are essential. Please see discussion of the Community Advisory Committee above.
4. Charter School: SAVS will take particular care regarding safety and security of the children attending Sebastopol Charter School, which is less than a half mile from the Site. Residents will be required to remain off the school property at all times (the school grounds are private property subject to no trespassing rules) and will be reminded specifically of the concerns all children and parents have about their children interacting with strangers. As strangers to these children, residents will be reminded to not linger near the school, and will be encouraged to give the children and their families space whenever possible on sidewalks, the Joe Rodota trail, and elsewhere in town. Trespassing on the school property will be a violation of Village rules and will be referred to the disciplinary system. Depending on the severity of the violation, it could result in temporary or permanent suspension from the Village. This is a particularly serious concern for the success of Village.

Resident Self-Governance

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Offenses that Require Immediate Expulsion: Possession of guns, firearms, and weapons of any kind; violence; drug dealing; and open fires are not permitted. Registered sex offenders are not allowed to reside in the Village. These offences result in immediate expulsion. There will be no access to the disciplinary system, grievance process, or appeal in these cases.

Resident Selection

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Lived-In Vehicles: Lived-in vehicles must be in operating order or be registered as “not operational” with the California Department of Motor Vehicles. (DMV).

2. Transportation Vehicles: Vehicles used for transportation must be operational, registered with the DMV, and have automobile insurance. The resident drivers must have a current driver's license.

Case Management to Permanent Housing

Operations Manual provisions apply; there are no Site-Specific provisions.

Connecting Residents to Assistance

Operations Manual provisions apply, there are no Site-Specific provisions.

Resident Rights and Responsibilities

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Good Neighbor Policy: SAVS will develop a good neighbor policy in conjunction with the Community Advisory Committee and the Village Council. Littering outside the camp, hanging out in front of nearby shops and/or unwanted behavior toward individual neighbors are among the actions that may be prohibited.
2. Criminal conduct: Criminal conduct of any kind on or outside the boundaries of the site will be referred to the grievance system and/or the Sebastopol Police Department.
3. Neighbor Concerns: Complaints or concerns of neighbors or the greater Sebastopol community will be referred to the disciplinary or grievance system, as appropriate, with resulting consequences, including possible expulsion.

Resident Agreements and Liability Waivers

Operations Manual provisions apply, plus the following Site-Specific provision.

1. Indemnification: SAVS shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of SAVS, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and SAVS agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

Intervention Plans and Disciplinary Procedures

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. West County Community Services (WCCS): SAVS will coordinate with WCCS, if possible, when suspension or eviction is being considered for a resident. The intent of this is that WCCS can collaborate with the resident and SAVS to arrange alternate shelter options.

2. Police: SAVS will coordinate with the Sebastopol Police Department if a resident refuses to leave after they are required to leave, temporarily or permanently. SAVS will be prepared to treat any refusal to leave as a criminal trespass.
3. Imminent Threat to Others: SAVS will notify the Police Department of any resident who is an imminent threat to others.

Other Village Policies

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Safety and Evacuation Plans: These will be submitted to CITY for review and approval prior to the Village being occupied by residents. SAVS will detail in the evacuation plans how the trailers that need towing will be removed expeditiously from the site, and the exact location to which they'll be removed.
2. Pets: SAVS will conduct ongoing observations and assessments of animals residing with residents at the RV Village. SAVS will coordinate with Sonoma County Animal Services or other similar programs for supplies for animals such as food, medicine, waste bags, leashes, and in some cases, muzzles.

Site Location – 845 Gravenstein Highway North, Sebastopol



EXHIBIT C: INSURANCE REQUIREMENTS

SAVS shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SAVS, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SAVS has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if SAVS provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to SAVS profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, SAVS must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If SAVS maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by SAVS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SAVS including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to SAVS's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, SAVS insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of SAVS insurance and shall not contribute with it.

Notice of Cancellation

SAVS shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, SAVS shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

SAVS hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said SAVS may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. SAVS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the SAVS to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

SAVS shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive SAVS obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

SAVS shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

7. Food: The Village will offer at least one meal per day to residents. The meal will be a cold meal or a meal prepared off site and brought to the Village. No cooking, beyond the occasional SAVS supervised community barbeque (which will be a specific SAVS approved exception to the no-fires rule), will be allowed in shared spaces in the Village.
8. Storage of Resident Belongings: SAVS will provide residents with secure storage space for personal belongings and will oversee the storage space to provide security for personal belongings as well as convenient access.
9. Trash and Waste: SAVS will provide and maintain trash receptacles at multiple locations on site. All compost, recycling, and trash will be kept within the SITE boundary.
10. Structures: SAVS will provide all necessary portable toilets, an office structure, storage trailers, and any other structures needed to adequately serve the residents of the RV Village. SAVS will provide any legally required ADA facilities or support.
11. Vehicles: This is a large site, almost an acre, that accommodates all vehicles associated with the site. Vehicles will at all times be parked within the property boundary. That includes lived-in vehicles on the site, the residents' transportation vehicles, and any vehicles for guests, employees, or others visiting the site. Public street parking spaces will be left open for use by others in the community.
12. Generators: It is recognized that generators produce substantial noise that will impact the quality of life for Village residents and neighbors. Generators will be prohibited. To the extent there are any limitations regarding access to electricity, and generators are needed, that use will be temporary, with SAVS demonstrating good faith efforts to access electricity and discontinue use of generators as soon as possible. Additionally, SAVS will provide noise reduction casing or enclosure structures to reduce noise created by use of generators.

SAVS Operational Responsibilities

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Manager on Site: There will at all times be a paid manager present on the site. This manager will carry the 24/7 phone and will answer and respond as promptly as possible to all calls.
2. SAVS as Resource to Neighbors: SAVS will endeavor to act as a resource for issues involving the unhoused in the immediate neighborhood. The primary duty of managers will be the Village and its residents, but to the extent they are able, Village managers will do their best to provide information and support regarding options to neighbors, even regarding issues that don't directly involve the Village residents.

Security

Operations Manual provisions apply, plus the following Site-Specific provisions.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 – INDEMNIFICATION

A. SAVS shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of SAVS, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and SAVS agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When SAVS under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding SAVS’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which SAVS has agreed to indemnify Indemnitees as provided above, SAVS, upon notice from City, shall defend Indemnitees at SAVS’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by SAVS shall ensure SAVS’s obligations under this section, but the limits of such insurance shall not limit the liability of SAVS hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence or willful acts or misconduct.



City of Sebastopol

ENVIRONMENTAL/INFORMATION ASSESSMENT FORM Application Checklist

(To be completed by applicant)

The submittal information shall be provided to the Planning Department.

Date Filed: 9-13-2022

General Information:

1. Name of developer or project sponsor: Sonoma Applied Village Services
Address of developer or project sponsor: 1275 4th Street, Suite #101, Box 196, Santa Rosa, CA 95404
2. Address of project: 845 Granvenstein Highway N, Sebastopol CA
Assessor's Block and Lot Number: 060-261-030-000
3. Name of person to be contacted concerning this project: Patrick O'Loughlin
Address of person to be contacted concerning this project: 1275 4th Street, Suite #101, Box 196, Santa Rosa CA 95404
Telephone Number of person to be contacted concerning this project: 707.800.5784
4. Indicate number of the permit application for the project to which this form pertains: 1
5. List and describe any other related permits and other public approvals required for this project, including those required by City, Regional, State and Federal Agencies:

Sonoma Applied Village Services does not know of other permit required by the city, county, state or federal

government.

6. Existing Zoning District: Unknown Existing General Plan Designation: Commercial General
7. Propose Use of Site (Project for which this form is filed): RV Village

SAVS proposes to continue to operate a homeless RV village on the site. The site houses 18 RVs

Supporting 25 clients. SAVS provides wrap around services including drug counseling, job aid and permanent housing readiness and location services.

PROJECT DESCRIPTION:

- 8. Site Size: 0.95 Acre
- 9. Square Footage: 41,371 Sq. Ft.
- 10. Number of floors of construction: 1 – No new construction
- 11. Amount of off-street parking: 30 spaces within the perimeter of the village.
- 12. Attach plans: Done
- 13. Proposed scheduling: Continuous operation from start of permit for 2 additional years.
- 14. Associated project:
- 15. Anticipated incremental development: None
- 16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected.
- 17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.
- 18. If industrial, indicate type, estimated employment per shift, and loading facilities.
- 19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.

The major function is to safely offer temporary shelter and support services to our clients. Each client has an RV that houses 1 or 2 individuals. We employ 24-hour security (up to 4 individuals per day), a full-time village manager and 2-3 case workers on the site. The community benefits by keeping the street free from homeless RVs, improving civic life, and lowering the cost of policing, incarceration and healthcare costs associated with unsheltered persons living on the street without our wrap around services.

- 20. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required.

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

21.	Change in existing features of any bays, tidelands, beaches or hills, or substantial alternation of ground contour.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
22.	Change in scenic views or vistas from existing residential areas or public lands or roads.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
23.	Change in pattern, scale or character of general area of project.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
24.	Significant amounts of solid waste or litter.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

25.	Change in dust, ash, smoke, fumes or odors in vicinity.	Yes <input type="checkbox"/>	No X
26.	Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.	Yes <input type="checkbox"/>	No X
27.	Substantial change in existing noise or vibration levels in the vicinity.	Yes <input type="checkbox"/>	No X
28.	Site on filled land or on slope of 10 percent or more.	Yes <input type="checkbox"/>	No X
30.	Substantial change in demand for municipal services (police, fire, water, sewage, etc).	Yes <input type="checkbox"/>	No X
31.	Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc).	Yes <input type="checkbox"/>	No X
32.	Relationship to a larger project or series of projects.	Yes <input type="checkbox"/>	No X

Environmental Setting:

33. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Clearly show the views of and from the project, including neighboring development. Include a key map indicating where the pictures were taken from and in what direction they were taken. Label the pictures accordingly. It is often desirable to provide the City with a series of overlapping photographs of the surrounding neighborhood that show a panoramic view. Polaroids or digital photos on a CD are acceptable.

For the purpose of the permit, the project is remaining the same as it is today. Prior to February 2022, the site was an abandoned propane refill station and a major eye sore to the community. This project cleared the building and rusting foundations, graded and compacted the ground and added an appealing redwood fence.

34. Describe the surrounding properties, including information on plant and animals and any cultural historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc), intensity of land use (one-family, apartment houses, shops, department stores, etc), and scale of development (height, frontage, setback, rear yard, etc). Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

There is a liquor store immediately to the west of the property. There is an open field immediately to the East of the property and a single-family home behind (north) of the property.

	YES	NO
A. Does the Project involve any of the following?		
1. No change in the square footage to the existing structure?	X	

2. An addition of more than 50% of square footage to the existing structure?		X
3. An addition of more than 2500 square feet to the existing structure?		X
4. An addition of more than 10,000 square feet to the existing structure?		X
5. Demolition of the existing structure?		X
	YES	NO
B. Does the Project involve the replacement or reconstruction of existing structures or facilities at the site which:		
1. Will have substantially the same purpose and capacity as existing structures at the site?	X	
2. Will result in an increase in square footage or capacity as compared to the existing structure?		X
	YES	NO
C. Does the Project involve new construction of:		
1. 35 or more dwelling units?		X
2. More than 15,000 square feet of commercial, industrial, governmental, or institutional floor area?		X
3. Stores, motels, offices, restaurants, and similar structures designed for an occupant load of more than 30 persons?		X
	YES	NO
D. Does the Project involve division of property into more than four parcels or consolidation of more than four parcels?		X
	YES	NO
E. Will the Project require issuance of a Variance, Use Permit, Zoning Ordinance Amendment, Zoning Map Amendment, or General Plan Amendment?		X
	YES	NO
F. Will the Project result in a change in use at the site (for example: from residential to commercial or from office to restaurant?)		X
	YES	NO
G. Is this Project:		
1. Similar to the other projects for which you have received permits in the last two years in the City of Sebastopol?	X	
2. Similar to other projects, which you are planning to develop within two years in the City of Sebastopol?		X
	YES	NO
H. Does the Project involve changes to an official City landmark?		X
	YES	NO
I. Does the Project involve use of disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives?		X
	YES	NO
J. If the Project is located within 500 feet of a residential zone or noise-sensitive land uses, will the construction of the project involve the use of pile driving, night time track hauling, blasting, 24 hour pumping, or other equipment that creates high noise levels and or vibrations?		X
	YES	NO
K. Does the Project involve the construction, substantial remodel, or 50% or more addition to the following types of uses?		
Mobile home, amphitheater, concert hall, auditorium, meeting hall, hospital, church, library, school classrooms, or day care?		X

I certify that the information in this form is correct to the best of my knowledge.

Adrienne Lauby
Adrienne Lauby (Sep 16, 2022 14:17 PDT)
Applicant Signature

9-13-2022
Date

Certification:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information represented are true and correct to the best of my knowledge and belief.

Date: 9-13-2022

Signature: Adrienne Lauby
Adrienne Lauby (Sep 16, 2022 14:17 PDT)

Printed Name: Adrienne Lauby

For: Sonoma Applied Village Services



HORIZON SHINE VILLAGE VILLAGER RULES AND RESPONSIBILITIES

All Villagers are expected to comply with the following rules and regulations of the Horizon Shine Village and with any agreements they sign upon intake.

Horizon Shine Village Rules

Quiet time: 10:00 pm - 8:00 am

Villagers must log in and out of the Village between 10:00 pm and 6:00 am

The following activities are prohibited, and infractions will be referred to the Disciplinary System:

- Public use of alcohol and/or drugs
- Creating a public disturbance
- Urinating and defecating on the Village property or in surrounding neighborhoods
- Use of tarps to cover exterior objects (Exceptions may be made for roof leak prevention)
- Cooking outside the vehicle or in vehicles with unsafe cooking systems
- Trash or random property outside the vehicle
- Music or other noise which disturbs neighbors
- Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground
- Parking on nearby streets or in nearby parking lots
- Trespassing on private property, including schools
- Loitering at public businesses, in public locations, or near schools

Possession of guns, firearms, open fires, and weapons of any kind; commitment of acts of violence; and drug dealing are not permitted. Anyone committing these offences will be asked to leave the premises permanently. There is no appeal in these cases.

Vehicles

Lived-in vehicles must be registered and in operating order, or be registered as “not operational” with the California Department of Motor Vehicles. (DMV).

Vehicles used for transportation must be operational, registered with the DMV, and have automobile insurance. The villager drivers must have a current driver’s license.

Work Requirement

All villagers are responsible for required work in the Village at a minimum of six hours each week, cleaning the Village bathrooms, shower, and laundry area. Garbage clean-up is required also.

Meeting Requirement

All villagers are required to attend the monthly Village meeting.

Pet Policy

Service Animals and pets are honored as an important part of villagers’ lives. The limited capacity of the Village to support only a small number of such animals is also honored.

Consequently, the following Pet Policies have been adopted:

- Service Animals are welcome at SAVS. A doctor’s prescription for a service dog must be shown. If someone with a service dog does not have a prescription, they may seek assistance from SAVS in locating a doctor to assess the need and prescribe a service animal.
- There will be a maximum number of dogs at any lot at any one time, including therapy dogs but not service dogs. Space for dogs is on a first come, first served basis.
- All pets must be tagged with ID as required by local regulations.
- Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground will trigger the disciplinary process.

Vehicle Abandonment Policy

Villagers who have been continuously absent from the Village and have made no effort to remain in contact for a period of 7 days have abandoned their dwelling-vehicle. Said persons will no longer be a Villager and their vehicle will be locked. They will then have a period of 30 days to retrieve their vehicle and possessions. After 30 days, those items will be disposed of at Village discretion.

In any given two-week period, a car/vehicle will also be considered abandoned if a villager is spending less than 7 nights at the lot without staff approval. This also applies if the villager is continuously absent for a period of 7 days without communication with the appropriate staff member. SAVS will attempt to secure the vehicle but, due to space limitations, it may have to be towed and potentially destroyed.

I _____ (print name here) have read the rules and policies provided, and do hereby understand, acknowledge and accept these rules and policies as written above. I'm joining this community voluntarily. I further acknowledge and accept this is temporary emergency shelter and shall not be construed as a tenancy or giving rise to a tenancy. I agree and acknowledge that violating any of these rules will put me at risk of expulsion from this community.

I attest that I intend to join this emergency shelter community as a member of the community and I pledge to always act in good faith towards my fellow guests, staff, volunteers, security, and surrounding neighbors.

Guest (Printed Name) _____

Guest (Signature) _____ Date _____

Staff Witness (printed name) _____

Staff Witness (signature) _____ Date _____

Two copies: One for Villager, One for file

RESOLUTION NO. 22-xx

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEBASTOPOL
APPROVING A TEMPORARY USE PERMIT FOR THE OPERATION OF A
TEMPORARY 24-7 RECREATIONAL VEHICLE (RV) SAFE PARKING SITE
AT 845 GRAVENSTEIN HIGHWAY NORTH (APN 060-261-030)
BY SONOMA APPLIED VILLAGES (SAVS) (PL 2022-73)

WHEREAS, the City of Sebastopol received an application by Sonoma Applied Villages for a Temporary Use Permit to operate a 24-7 safe parking site for Recreational Vehicles (RVs) at 845 Gravenstein Highway North on September 22, 2022; and

WHEREAS, such a temporary use may be authorized through the approval of a Temporary Use Permit (TUP), as outlined in the Sebastopol Municipal Code Section 17.430 "Temporary Use Permits"; and

WHEREAS, a Temporary use permit may be granted if the Planning Commission finds that the "establishment, maintenance or operation of the proposed use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or development, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City."

WHEREAS, the City of Sebastopol completed a comprehensive General Plan update with adoption of a new General Plan on November 15, 2016, and a Housing Element that was adopted on March 30, 2015; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA, codified at Public Resources Code § 21000 et seq.) and the State CEQA Guidelines (14 CCR, § 15000 et seq.), on November 15, 2016, the City Council certified and adopted an Environmental Impact Report (EIR) for the Sebastopol General Plan (the "Project"; State Clearinghouse No. 2016032001); and

WHEREAS, the Project is consistent with the goals and policies of this adopted General Plan, in that the provision of this site for temporary housing for homeless individuals complies with a number of the Adopted General Plan Housing Element policies, including:

Policy D-2 – Encourage expansion of housing opportunities for extremely low-income households, in that it provides temporary location for temporary housing at the site for unhoused individuals, and

Policy D-6 – Work to prevent homelessness and support housing services to the homeless, in that a number of non-profit organizations, including SAVS but also Gravenstein Health Center and West County Community Services, are able to provide 'wrap-around'

supportive services both to support potential transition to permanent housing as well as other needed services such as health care and meals; and

WHEREAS, the City adopted a Resolution 6213 on October 2, 2018, declaring a local Homeless Emergency and Shelter Crisis, as there were 69 persons within the City of Sebastopol, and an additional 214 persons within the greater Sebastopol and West County area, that were homeless and living without shelter in 2018; and

WHEREAS, the 2020 Homeless Count found that this number had risen to 129 homeless and living without shelter;

WHEREAS, the 2022 Homeless Count found that a significant reduction from 2020 from 129 to 78 homeless and living without shelter; and

WHEREAS, the Homeless Count includes those living in their vehicles, including recreational vehicles, at 'safe parking' sites, and in temporary residential use and homeless shelters such as Horizon Shine and RV spaces at Park Village mobile home park; and

WHEREAS, the number of homeless is significant, and these persons are without the ability to obtain shelter; and

WHEREAS, the health and safety of unsheltered persons in Sebastopol is threatened by a lack of shelter; and

WHEREAS, the City of Sebastopol City Council Adopted Resolution 6386-2021 on November 30, 2021, proclaiming the existence of a Local Homeless Emergency, and finding that living in such conditions continue to result in a critical threat to the physical and mental health and safety of those experiencing homelessness, as well as to the natural environment and the public health and well-being of the surrounding community, and thereby continue to place the safety of persons and property at extreme peril within the territorial limits of the city; and

WHEREAS, scope of the local homeless crisis is beyond the resources of the City standing alone and require the combined forces of adjacent jurisdictions and state agencies, as well as non-profit organizations; and

WHEREAS, the Project site provides a location for other non-profit organizations and social service providers to administer assistance to these individuals, including health care, nutrition, counseling and case management; and

WHEREAS, the provision of safe parking for the homeless at this site significantly reduces the number of individuals without a location to stay and without access to needed social support services; and

WHEREAS, reducing the number of homeless individuals without shelter is in the interest of the City and its residents, and is not detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or development, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City; and

WHEREAS, the Sonoma Applied Villages will be subject to a number of conditions of approval during the two-year duration of the Temporary Use Permit to ensure that it is compatible with the neighborhood; and

WHEREAS, the provision of such a use on a temporary basis with little or no changes to a previously developed site is categorically exempt from the requirements of CEQA, pursuant to 15304, Class 4, as it involves the minor temporary use of land having negligible or no permanent effects on the environment; and

WHEREAS, on October 11, 2022 the Planning Commission conducted a public hearing to consider the application by Sonoma Applied Villages for a “Temporary Use Permit of more than six months” to operate a 24-7 safe parking site for Recreational Vehicles (RVs) at 845 Gravenstein Highway North, considering the written and oral staff report, public testimony, and resolution, all of which the Planning Commission duly considered; and

WHEREAS, the Planning Commission finds that the granting of a Temporary Use Permit for Sonoma Applied Villages to operate the Project, the “Horizon Shine” 24-7 recreational vehicle safe parking site at 845 Gravenstein Highway North for two years is consistent with the above findings, the General Plan, and the Zoning Ordinance.

NOW, THEREFORE, THE PLANNING COMMISSION DOES HEREBY ADOPT THIS RESOLUTION based on the findings above, and subject to the Operating Parameters included in Exhibit A, and the Conditions of Approval included in Exhibits B and C, approving the application for the temporary use permit to Sonoma Applied Villages (SAVS) to operate a 24-7 safe parking site for Recreational Vehicles (RVs) at 845 Gravenstein Highway North until December 31, 2024.

Approved on October 11, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Certified: _____

Kari Svanstrom, Planning Director

EXHIBIT A - OPERATING PARAMETERS



24/7 Safe Parking Operations Manual



Sonoma Applied Village Services
1275 4th Street, Suite #101, Box 196,
Santa Rosa, CA 95404
Phone: (707) 861-0646
Private Non-Profit Federal Tax ID Number: 83-4609220

Original: Summer 2021
Revised: 12/03/21

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INTRODUCTION

Safe Parking Needs in Sonoma County

The road to homelessness is often complex and indirect. Often, some combination of uncontrollable external forces, unpredictable events, unfortunate consequences, and random chance overcomes an individual's ability to stave off the eventual loss of a safe and stable housing option. A person's vehicle can represent a personal refuge: the last remaining link to a sense of privacy, stability, and personal autonomy. Adequate shelters are also commonly inaccessible to vehicle residents because there is no place to leave the vehicle. For many, their vehicle is their home.

“Hidden in Plain Sight – Finding Safe Parking for Vehicle Residents” (From the Seattle School of Law’s Homeless Rights Advocacy Project)
<https://digitalcommons.law.seattleu.edu/hrap/14/>

ESTIMATED NUMBER OF CARS AND RVs

RVs and cars randomly parked and lacking access to basic sanitary and waste facilities, are a highly visible reminder of the amount of progress we need to make as a society when it comes to housing those without the means to afford rents in Sonoma County. A recent count by Santa Rosa Police estimated there are 330 vehicles used for overnight shelter in Santa Rosa. Countywide, roughly 700 people live in their vehicles, making up over a quarter of the homeless population.

Currently, a total of less than 30 slots for safe parking exists in the County. Safe parking sites are a basic and necessary interim measure for addressing the needs of County residents sheltering in vehicles while permanent housing solutions are planned and implemented.

Accommodating these numbers

SAVS estimates that a safe, hygienic, 3-acre site can accommodate approximately 15-20 RVs or 50 cars. Further, SAVS estimates the current need in the County to be about 50% RVs and 50% cars. The County would then need space for approximately for 150 RVs (10 acres) and 150 cars (3 acres) – or about 10-15 acres of safe parking to park every car and RV in Sonoma County. We estimate a 2-acre lot to contain approximately 25 RVs (1 ½ acre) and 25 cars (½ acre).

BENEFITS OF SAFE PARKING SITES

Safe Parking programs have proven effective as tools for improving the community as well as the lives of residents served by the Safe Parking program.¹ A municipal safe parking program will

¹ <https://priceschool.usc.edu/research-shows-safe-parking-programs-can-help-homeless/>

https://www.mountainview.gov/depts/comdev/preservation/safe_parking_program.asp

https://static1.squarespace.com/static/5e40681539b77957555f10e0/t/609ef7cbf37faf27b583665f/1621030860604/FINAL_McElwain_Schiele_Waheed_Report.pdf

provide the following highly visible benefits to Santa Rosa and to unsheltered, low-income residents who have transportation, but cannot afford rent.

Benefits Include:

- Significantly fewer RVs and cars on the streets.
- Significantly less police and sanitation services needed. Last year's Santa Rosa police calls represented 15% of the department's overall calls for officer response, which, combined with mental health and drug-related issues, make up the vast majority of calls for service.
- Consolidation into small communities means more efficient delivery of health, welfare and coordinated entry services to chronically homeless persons (especially those that will not enter a shelter because they will lose their vehicle).
- Safe Parking is more cost effective than building or remodeling new congregate shelters or transitional housing.

Section I – Sonoma Applied Village Services (SAVS) Foundational Statements

VISION AND VALUES

We believe that everyone has a right to a home. The quality of life and well-being of the whole community is raised by working in partnership to end the condition of homelessness. We believe housing can be delivered at much lower costs and more expeditiously, if safe parking and tiny villages are implemented in Sonoma County.

MISSION

The primary objective and purpose of SAVS is to help house the homeless in Sonoma County. We are committed to creating tiny villages where formerly unsheltered residents live with dignity and hope, where they can participate in the management of a community where they can pursue goals for empowerment and improved mental and physical health in partnership with the larger community.

STRATEGY

Our approach is to partner with individuals and organizations working to resolve the County's homeless crisis, including homeless and formerly homeless persons, housed individuals, neighbors, health care providers, faith-based organizations, volunteers, county and municipal agencies and officials, and non-profit service groups.

Our goals are:

- 1) to facilitate and leverage a shared understanding of needs, perceptions, responsibilities, and accountability in order to create safe parking villages that provide basic shelter and security in a cooperative and collaborative atmosphere, and
- 2) to support village residents in attaining personal improvement goals and ultimately to help them secure permanent housing.

PROGRAM DESCRIPTION

A SAVS Safe Parking Program serves residents of Sonoma County encampments living in privately-owned cars and RVs. We operate from a Housing First model by providing 24/7 and overnight parking with supportive services for transitional homeless people living in their vehicles. We view this as the first step in the process to permanent housing. Our approach is an individually tailored and resident-driven case-management process that includes employment assistance and training, community and healthcare referrals, placement in the coordinated entry system, and ongoing follow-up and assessment during residency. This SAVS process is designed to include those with many years on the street and/or extensive health, addiction and mental illness needs.

Section II – Overview of Safe Parking Village Operations

Low-cost Safe Parking villages are a critical step on the path to permanent housing. SAVS Safe Parking Villages deliver dignity and build skills by creating an environment where residents and managers work together in community to drive down costs and foster community involvement.

A SAVS employee, the SAVS Village Project Manager, working under the direction of the SAVS Board of Directors, will be ultimately responsible for the successful operation of the village. SAVS Village Project Manager will collaborate with and support the other staff. (*Definitions follow*)

Function	Notes
Parking	Residents will be provided one parking space for up to 2 individuals. Some lots will offer additional overnight parking (7pm to 7am) based on availability.
Insurance	SAVS will provide overall liability insurance for the lots. SAVS does not provide vehicle insurance.
Safety	Safety is of the utmost importance and will be maintained by the SAVS Village Project Manager and all paid staff. The SAVS Village Project Manager will be available on site as needed, and on call 24/7. Residents and trained volunteers may assist with security. Our team approach does not require the high-cost, low-dividend expense of hiring a 24/7 security service.
Food	Prepared food is generally not provided. However, easy to prepare foods will be available and SAVS will work with other service organizations to provide food.
Sanitation	SAVS will provide portable restroom and washing facilities. SAVS will contract with a sanitation company for both garbage removal service and RV waste servicing.
Shared Responsibilities	Residents will contribute a minimum of 6 hours per month in the maintenance of the village.
Drugs, Alcohol Policy	SAVS is aligned with the Housing First model: we encourage and support a sober environment. SAVS believes in ‘harm reduction’ and ‘meeting the person where they are on their path to recovery’. SAVS has a firm code of conduct policy that will be signed by each resident and will be initially enforced through the on-site Village Council.
Overnight Parking Rules	For overnight lots, residents may not park additional vehicles within three blocks of the designated lot. Lots may have different operating hours during holidays and weekends.

Section III - SAVS Operational Responsibilities

Funding & Government Relations

SAVS is responsible for complying with all government contracts and delivering on contractual commitments.

Co-Managed Leadership

The SAVS Board of Directors has ultimate responsibility for all aspects related to creating and managing the village, as well as for ensuring residents are safe, connected to social and medical services, and feel welcomed and cared for.

Safe Parking Tiny Villages will vary in the number of staff and the tasks each staff person is assigned. Each site will likely be different. What follows is a description of a Tiny Village with two full time staff members and an on-site resident manager.

The village site will be co-managed by the SAVS Village Project Manager and the Resident Services Manager in collaboration with a small Council of 3-5 resident leaders, ensuring that the village is a caring and inclusive place for all of the residents.

- The SAVS Village Project Manager reports to the SAVS Board of Directors and will run operations (sanitation, security, and overall project management). The Village Project Manager enforces policy in conjunction with the Resident Board. The Village Project Manager is responsible for the case management process, overseeing outside reporting and compliance requirements, reporting to the SAVS Board, maintaining community relationships, managing human resource needs, and ensuring that operations conform to community agreements and the approved budget. The Village Project Manager will be accessible via cell phone 24/7 and will respond to emergencies quickly.
- The Resident Services Manager reports to the SAVS Village Project Manager. The Resident Services Manager will be responsible for day-to-day operation of the physical site, ensuring that it is safe and functional, as well as organizing community responsibilities and meetings. Key tasks include: managing security, resolving non-critical grievances and conflicts, and ensuring the site is clean and clear. If other staff members are needed or possible at a Village site, this position will be shared with appropriate division of primary responsibilities.

The Resident Services Manager will lead village meetings, if capable and willing. Otherwise, the SAVS Village Project Manager or a volunteer from the Village will lead village meetings. The SAVS staff will be responsible for selecting and training a resident for the position and a staff member will attend the weekly meetings.

- The Village Council
Elections are held during Village Meetings to maintain a Village Council of 3 to 5 residents that meets weekly. To become a Council member, a resident must be nominated by another resident. A majority vote of Villagers present, decide which nominees are elected. The elected term is two months. Council members may serve consecutive terms. The role of the Village

Council is to sustain resident participation in the orderly management of the village. The Council will hear complaints, enforce community behavioral guidelines and apply written rules of conduct. The Village Project Manager will enforce rules when referred by the Village Council or requested by the Resident Services Manager.

Grievances

Grievances should be submitted to the SAVS Village Project Manager on a SAVS Grievance Form and filed within one week of the date the person filing the grievance becomes aware of the incident in question. The Grievance Form requests the name and contact information; a summary of the alleged problem or action and the remedy or relief sought. An investigation will be conducted, and the Village Project Manager will issue a written decision on the grievance no later than 30 days after its filing. The individual filing the grievance may appeal the decision by writing to the SAVS Board of Directors within 15 days of receiving the decision. The Board of Directors will issue a written response to the appeal no later than 30 days after its filing. If the grievance is against the Village Project Manager, it will be taken up directly by the Board of Directors.

Client Confidentiality and Privacy Policies

The Safe Parking policies and procedures ensure the confidentiality of program participants' identifying information; records pertaining to any individual or family provided with assistance; and treatment services offered under any project within the SAVS Safe Parking program. Staff will not divulge the names or any personal identifying information of program participants without written consent. Further, the address or location of any participant assisted through the Safe Parking Program will be anonymous, except upon written authorization from the client/program participant.

Section IV Security

Villages will be fenced with a gate that is monitored. There will always be one person on site who is explicitly in charge of security. This responsibility will be shared between SAVS staff. The On-Site Resident Manager will be available by phone in the evenings and nights when other staff may not be present. SAVS volunteers and residents will be organized to perform security watches in the evenings, with an overnight off-site staff member on call. Guest policies will be determined by the Village Council, unless Covid restrictions by the County Health Officer require otherwise.

When required by contract, other security arrangements are possible. As necessary, a 24/7 commercial Security Service will be in place upon site opening to provide immediate safety and security for the residents. The continued need for private security services may then be assessed on a monthly basis according to:

- The number of actual security incidents within the village
- Neighborhood incidents related to village residents or guests
- The strength and reliability of our self-governance and peer-support programs

Front Gate Security in SAVS 24/7 Safe Parking Sites

The front gate is the only routine access in and out of the lot and shall remain secure. A second gate will only be used for emergencies. Staffing the front desk is one of the most important duties at a SAVS Safe Parking Village. If this is not done by private security, it will be one of the mandatory service tasks for all residents.

Three Stages of Response

All staff and residents will follow SAVS Three Stages of Response for maintaining a secure and orderly environment within the Village. Stage 1 is the least severe and most common type of response. Stage 3 is the most severe and least common type of response.

Stage 1. Minor Incidents of Concern: Contact a Village Council Member. These problems will generally be resolved within the Village Council through the disciplinary system. Warnings will be issued if the problem is not resolved. If the Council is unable to end the problem, they will refer it to the Village Project Manager who will act, up to and including removing a resident from the program. All efforts, including other housing/shelter options will be pursued before any permanent removals.

Stage 2. Potentially serious and serious incidents: Call the On-Site Manager and the SAVS Program Manager. After consultation with the Village Council, appropriate response will be enacted, as in unresolved issues within Stage 1.

Stage 3. Emergencies: Call 911

***See Section XI for Fire and Safety and Emergency Evacuation plans
See Section XIII for a detailed explanation of the disciplinary process***

Neighborhood Relations

Neighborhood relations are a critical part of the Village operations. The Village Project Manager will either be a single point of contact for village neighbors, or will appoint someone to that function. Meetings with neighbors and the Village Council will be arranged by the Village Project Manager. We will strive to find neighbors to work with the Village as liaisons and volunteers. We will establish a system for the community to donate items, provide food and help the village maintain and operate successfully. Weekly teams of Village residents will do litter pick up in the surrounding area of approximately 4 blocks. **No one will be allowed to linger in the neighborhood outside the Village.**

Transportation

SAVS can provide shuttle service, if needed, for scheduled laundromat trips. SAVS vehicles will also help residents within budget constraints and when vehicle needs of other SAVS programs are met. It will not offer on-demand or regularly scheduled rides for residents.

Food

Staff will invite and coordinate prepared food and meal donations by churches, Redwood Empire Food Bank, other nonprofits, and volunteers to help improve access to food. Neither a kitchen nor cold food storage will be provided.

Volunteers

SAVS staff will coordinate volunteer contributions to the village and residents, arrange schedules, and work with resident leaders and the case management team. SAVS intends to use as many volunteers as we have access to, in order to drive down costs and increase community engagement with the program.

Financial Management

All financial management tasks will be completed by the Village Project Manager. The Village Council may have a small fund for their use. Fund distribution will be overseen by the SAVS Treasurer and Bookkeeper with standard protocols in place.

Section V – Resident Self Governance

Self-governance is a core value of SAVS Safe Parking villages. This means that the success of the Village relies on the participation of residents in making decisions related to its policies and management. Participation is organized within two structures: The Village Council with weekly meetings and required monthly meetings of all residents.

Monthly Village Meeting

Attendance at the monthly Village Meeting is required of residents. Issues related to the policies, organization and management of the Village are discussed and, when appropriate, voted on at this time, as are resident suggestions, requests, and concerns.

Village Council

Elections are held during Village Meetings to maintain a Village Council of 3 to 5 residents that meets weekly. To become a Council member, a resident must be nominated by another resident. A majority vote of Villagers present decide which nominees are elected. The elected term is two months. Council members may serve consecutive terms. The role of the Village Council is to sustain resident participation in the orderly management of the village. A primary responsibility of the Council is to serve as a contact between meetings when urgent situations arise. All Council decisions are potentially subject to review by the entire village at a Village Meeting by following the Village Appeal Process. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the village.

Through Self-governance and village participation, residents will:

- Gain a sense of community and human connection
- Enjoy a much safer environment
- Form stable affinity groups and longer-term relationships

- Keep their pets
- Gain the ability to live with spouses or intimate partners
- Find a sense of place, privacy, and personal space
- Develop communication and basic management skills
- Gain a sense of self-worth, purpose, direction and recognition of their value to their own success and to the success of others.
- Increase their ability to derive an income.

The Council is not meant to bestow greater power than that of any other resident. Those elected to the council are given the task of responding to incidents when a community agreement is broken and recommending an appropriate level of intervention as specified in this manual. When an incident occurs that is not described in this manual, it is up to the Village Council and staff managers to determine the appropriate level of intervention.

All Council decisions are potentially subject to review by the entire village at a Village Meeting following the Appeal Process. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the village. For incidents resulting in suspension or expulsion, the offender must be given a chance to appeal before taking their leave.

Exception: Possession of guns, firearms, and weapons of any kind; violence; and drug dealing are not permitted. Anyone committing these offences will be asked to leave the premises immediately. There is no appeal in these cases.

SECTION VI – Resident Selection

Client Acceptance Policy

SAVS' Safe Parking Program shall adhere to federal, state, county, and city government guidelines for aiding individuals and families who qualify as homeless according to the definition of homeless under 401(1) McKinney-Vento Act. SAVS Safe Parking manager shall be responsible for reviewing and approving eligibility determination in order to ensure that all national and local program goals are achieved. All clients must meet minimum eligibility requirements, which include current license, vehicle registration, and insurance. There is the option to register the vehicle as non-operational.

Disability and English Proficiency Policy

It is the policy of Sonoma Applied Village Services and the Safe Parking Program not to discriminate based on disability and to ensure that all villagers, volunteers and staff comply with the Americans with Disabilities Act (ADA). When asked, staff will make reasonable accommodation for all program participants with disabilities or Limited English Proficiency. During intake and/or as needed, these needs will be identified, and the SAVS Manager will be advised to ensure accommodation. Every effort will be made to provide meaningful access to the program and its services and/or access to a translator.

All complaints regarding ADA violations should first be referred to the SAVS Manager who will attempt to make reasonable accommodations. Any person who believes that he or she has been

subjected to discrimination based on disability may file a grievance under the SAVS grievance procedure, which provides prompt and equitable resolution of complaints alleging any action prohibited by the Rehabilitation Act of 1973.

Referrals

When required, referrals will be limited to agencies designated by the party funding the village. Otherwise, potential Safe Parking Program participants may be referred by community partners, community housing agencies, veteran services, community mental health centers, local shelters, and others. Partners will be provided with materials describing program requirements and with referral forms. Individuals may also apply to become residents. An exception is if a particular grant or contract requires the use of Coordinated Entry or other restrictions.

Allowable Vehicles

Each site will have a maximum number of larger vehicles (RVs or trailers). Additional vehicles to tow trailers or to be used as a resident's car must be cleared with the Resident's council and will be allowed based on the available parking space. Recreational vehicles (RVs) may have a size limit in some lots. Virtually every type of car, truck, van, and SUV is potentially acceptable.

Entry Criteria

SAVS acceptance policy conforms to Housing First Low-Barrier procedures, although individuals referred to SAVS Safe Parking sites must meet the following criteria:

- Applicant's vehicle must be in operating order or be registered as "not operational" with the California Department of Motor Vehicles. (DMV).
- If the vehicle is not registered as non-operational, applicants must have current driver's license, registration, and automobile insurance.
- Applicants must be homeless and their vehicle must be their primary residence.
- Applicants using streets in the surrounding city district will receive priority access over those from other city districts unless a specific grant or contract requires otherwise.
- SAVS does not accept families with children under 18.

Screening and Intake

The SAVS Safe Parking Program intake shall adhere to federal, state, county, and city government guidelines for aiding individuals and families who qualify as homeless according to the definition of homeless under 401(1) McKinney-Vento Act.

- When there is an opening, applicants will be contacted by a SAVS Safe Parking Program staff member for screening and intake no more than 10 business days after receiving a referral or request for membership in the program.
- Applicants will be requested to bring a copy of proof of income from all sources, as well as ID(s) for all household members. We do not accept children under 18 at this time. After application, the staff will do a background check looking for violent crimes, falsehoods on the application, and whether the applicant is a registered sex offender. If these things are discovered, staff will discuss the issues with the applicant and make a determination for fit and eligibility.

- The initial intake process will include HMIS entries as well as the Safe Parking Intake Forms. In addition, a Coordinated Entry assessment will be made, if that has not been completed previously.
- Enrollment forms that should be completed by end of intake meeting include:
 1. Signed and dated Safe Parking Intake Packet
 2. Signed and dated Consent to Exchange/Release of Information

New Resident Status

Before being fully accepted as a villager, a new resident will be assigned a spot in the Village and have a temporary status for a 4-week period to ensure they are willing to follow Village rules and to take on the required responsibilities. The goal of this policy is for the staff and the potential villager to obtain a fair and objective assessment as to whether the potential villager is willing to be a contributing member of the community.

A mentor will guide each new resident through orientation and do a daily check-in to answer any questions or concerns that they may have. It will also be the mentor's responsibility to counsel the resident when issues arise as to how the concerns may be addressed.

The mentor and new resident will meet with the Residents Council once a week to talk about any problems. If after four weeks, the Residents Council, Site Manager and Project Manager agree, temporary status will progress to ongoing status. Within this period, staff and the resident will complete a Housing Stabilization Action and Case Management Plan. (Action Plan). If there are problems that need time to be addressed, the provisional period may be extended by a defined period-of-time.

Section VII – Case Management to Permanent Housing

The SAVS Safe Parking Program recognizes that comprehensive case management is the most important component of helping village residents become stably housed. Our case management process relies on an Integrated Resident Team (IRT) that includes the client, an assigned operational staff member, an IHSS provider if necessary, and options for volunteer support, family, friends, and an assigned resident leader. The IRT will meet monthly to discuss and enact plans for the resident, and to track needs and progress. Because clients will typically be coming off the street, case management may initially entail early assessment and close communication for weeks or perhaps months while critical changes take place mentally, physically, and administratively.

Needs Assessment

Needs assessment is at the heart of case management. All Safe Parking services are linked to documented needs that are the basis of a completed Housing Stabilization Action and Case Management Plan (Action Plan) for each resident or household, needs that ultimately relate to securing stable housing. Needs assessment updates are scheduled on a case-by-case basis. This plan is intended to be a living document that is updated as needs and goals of the client change. The

updates allow for tracking residents' progress toward goals, status of needs, and potential ongoing or new problem areas that need to be addressed to secure or maintain stable housing. All Plans are to be signed and dated by the participant head of household and program Case Manager.

Section VIII – Connecting Residents to Assistance

The Safe Parking Program is committed to working collaboratively to ensure that participants receive benefits such as health care, disability, nutritional assistance, and other services such as employment and vocational rehabilitation assistance to which they are entitled. External programs may include Social Security, Covered California or Medicare, CALFresh, V.A. services and mental health support. The Safe Parking Program shall observe all federal, state, and local requirements relating to interaction with other programs through which the Safe Parking Program participants may receive services. The Safe Parking Program shall ensure that no unauthorized duplication or overlap of benefits occurs.

Section IX – Resident Rights and Responsibilities

Code of Conduct

All residents are expected to comply with the following rules and regulations of the SAVS Safe Parking Program and with any agreements they sign upon intake.

- I. Possession of guns, firearms, and weapons of any kind; violence; and drug dealing are not permitted. Anyone committing these offences will be asked to leave the premises permanently. There is no appeal in these cases.
- II. The following actions will be referred to the disciplinary system:
 1. Public use of alcohol and/or drugs, and causing a public disturbance
 2. Urinating and defecating on the property
 3. Tarps covering exterior objects. (Exceptions may be made for roof leak prevention)
 4. Cooking outside the vehicle or in vehicles with unsafe cooking systems
 5. Trash or random property outside the vehicle
 6. Music or other noise which disturbs resident neighbors
 7. Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground.
 8. Disturbances during quiet hours from 10 pm to 8 am.

Disciplinary System

SAVS Safe Parking Village rules are enforced for the safety and benefit of all residents. All problems, except violence, guns and other weapons and drug dealing are dealt with on a three-tier system.

1. The disciplinary system is triggered by a referral or complaint to the Village Council by residents, neighbors, or staff. In a private session with the resident, the complaint will be discussed, and a solution to the problem will be proposed. Solutions will be in writing, signed by the relevant parties and have an action plan and completion date.
2. If this does not resolve the problem, the Village Council will consider the problem again and impose a stronger, structured resolution.
3. If the problem remains, the staff will consult with the Village Project Manager and impose a definitive solution. This solution may include a temporary or permanent suspension from the Village.
4. If the problem involves a grievance, it should be submitted to the SAVS Manager on a SAVS Grievance Form, as explained in Section III.

Section X – Resident Agreements and Liability Waivers

The following language will be part of the resident agreements which will be signed during the intake process:

I / We, accept and agree to respect, acknowledge, and adhere to the rules, policy, and procedure guidelines and regulations that are stated above and will accept full responsibility of the consequences of the outcome if there is a violation to this contract.

SAVS Waiver of Liability

I authorize Sonoma Applied Village Services (SAVS) to refer me to other agencies. Receive, request, disclose, release and exchange useful or personal information from any personal reference, entity, agency, past, present or future employer or organization that she/ he may consider can or may provide assistance to help me obtain my desired goals of becoming self-sufficient. Furthermore, I agree to hold harmless and free of any liability or responsibility, the Job Developer, Case Manager and any of the agencies, entities, individuals, Board of Directors, Organizations, past, present or future employers of the outcome of this release.

City of Santa Rosa Waiver of Liability

This language will be part of any agreement with the City of Santa Rosa:

Safe Parking Village resident hereby agrees to indemnify and save harmless the CITY OF SANTA ROSA, its officers, agents and expenses (including attorney's fees) judgments or liabilities for personal or bodily injury (including death, or other injury resulting from bodily injury) or property damage (including physical injury to property or loss of use thereof) arising out of applicant's negligence or willful misconduct in connection with client's use of the parking facilities.

Section XI –Intervention Plans & Disciplinary Procedures

All intervention actions require the agreement of a majority of Village Council members. In cases of expulsion from the Village, where the Villager is not an imminent threat to others, the Villager to be expelled will be given a reasonable amount of time to make arrangements for their safety. Unless a resident is an imminent threat to others, the resident will not be expelled after 8pm.

Suspensions

The SAVS Safe Parking Program is committed to providing timely assistance for gaining and retaining stable, safe housing to eligible clients and/or households. If the program has evidence that a participant is no longer eligible for these services, has not been fully engaged in the program, and/or has not been fully compliant with program requirements, a suspension review will be held as provided in the Disciplinary Procedure outlined in Section VIII.

Examples of noncompliance and lack of engagement include: failure to attend meetings, failure to return phone calls or e-mails, failure to engage in meetings of the IRT. If it is determined that one or more of the above conditions merits a suspension action, the Disciplinary process will be followed with the following documentation:

- An incident report shall be entered into the case file documenting the situation and recommending suspension of services
- The Case Manager will inform the head of household of the situation and schedule a meeting within 3 business days. If the participant cannot be reached within 3 days, a letter of suspension and pending termination shall be sent to the participant.
- At the next Village Council meeting, the head of household will be notified of the issues that triggered the suspension review. In addition, there will be a review of the resident's history at the village, record of successes, areas for improvement, outstanding issues and possible consequences. The resident will be given an opportunity to explain or rebut. The resident will be given a maximum of 5 business days to comply with any conditions (e.g., provide verification of income, attend required meetings, or perform required activities).

Evictions

If a participant household is deemed unfit for the program, the Case Manager shall document the reasons and present the information to the Program Manager. A review will be conducted by the Program Manager, and if the Case Manager and Program Manager are in agreement, then the head of household will be notified in writing of the change of status and will be asked to leave the Village.

Appeals

- a) Villagers may appeal an Incident Report at the weekly Village Meeting. In cases of expulsion, the appeal may include actions for addressing the problematic behavior that caused their expulsion rather than disputing the incident. A majority vote will either uphold or revise the decision.
- b) Appeal Process:
 - a. Council reads the incident report and informs the Village of their decision.

- b. Accused has a chance to respond and state their case.
- c. Village has a chance to ask questions of the accused.
- d. Accused leaves the room.
- e. Village has an opportunity to discuss the details of the incident. In the interest of time, each person may be limited to one chance to speak unless there is a direct response.
- f. A motion is made to move to vote on whether to “uphold” or “revise” the Council decision.
- g. If a majority vote to revise, a new motion should be made stating a desired revision.

The Termination Process

Clients will be asked to leave the program whenever an assessment verifies one of the following conditions:

1. Client has successfully completed program or is no longer homeless
2. Client has failed to engage or comply with program requirements (e.g., following suspension)
3. Client and/or household no longer wish to be enrolled in the program

Clients exiting the program will meet with a Case Manager to complete the exit paperwork and complete an exit survey. At the time of exit, the Case Manager will remove the participant and/or household from active status in HMIS and update service notes with interview outcomes.

The SAVS Staff Manager will contact the client(s) to set up an exit interview, which will include a member of the IRT team and head of household. The exit interview will include a review of the history and record successes, areas for improvement, outstanding issues and suggestions for ongoing services, including referrals or transfers to other programs.

The participant will be given an exit questionnaire and envelope. Following the exit interview, HMIS will be updated by the Case Manager with a note of the interview outcomes, and the participant household will be asked to leave the program.

Section XII – Other Village Policies

Fire & Safety Plan

The following firefighting and fire protection regulations will be strictly enforced.

No fires will be permitted within the safe parking lot

No open flames are permitted within the housing units.

Residents shall report a fire or other emergency to 9-1-1 through the use of a personal cell phone. Prior to fire seasons, there will be a review of the evacuation plan at a Village Council meeting.

Residents will be notified of a fire or other emergency by word of mouth, and if necessary, will evacuate based on the Emergency Evacuation Plan below. All new residents are to be informed on this during the orientation process.

Emergency Evacuation Plan

Prior to opening a Safe Parking Site, SAVS Program Coordinator will become familiar with all relevant County Emergency Operations Center (EOC) protocols. To ensure evacuation preparedness, SAVS will submit to County staff and the EOC a report on the site that includes: its opening date, site map, estimated number of residents, and a copy of this Evacuation Plan. Additional evacuation plans will be prepared for sites with particular vulnerabilities.

1. The most vulnerable residents will be identified when they are assigned a space in the Safe Parking Lot. After confirmation of a necessary Evacuation from Senior Staff and/or First Responders, our first priority will be to locate and help load residents who are the most elderly, have mobility issues, and/or serious health conditions.
2. Assist Vulnerable residents into Vehicles: SAVS staff and Security will confirm locations of SAVS Vans AND personal vehicles. And load the most vulnerable residents FIRST, then additional residents until vehicles are full. Residents are allowed to Bring ESSENTIAL belongings/medication ONLY! (one small backpack/bag per person, with a bottle of drinking water if accessible). Be mindful of dogs/pets that should NOT be in the same vehicle together.
3. Evacuate site: remaining residents and staff will exit in carpools in personal vehicles and proceed to an area designated by County Emergency Operations Center.
4. Clear the Site, Final Evacuation Check: One staff member is to remain on-site with the Site Coordinator, (unless there is an immediate threat to the life safety of staff) to ensure that each vehicle is checked (Break down doors if necessary), and bathrooms and common areas for persons and animals. First Responders will likely be on-site to assist with the final check.

Pet Policy

Service Animals and pets are honored as an important part of residents' lives. The limited capacity of the Village to support only a small number of such animals is also honored.

Consequently, the following Pet Policies have been adopted:

- a) Service Animals are welcome at SAVS. A doctor's prescription for a service dog must be shown. If someone with a service dog does not have a prescription, they may seek assistance from SAVS in locating a doctor to assess the need and prescribe a service animal.
- b) There will be a maximum number of dogs at any lot at any one time, including therapy dogs but not service dogs. Space for dogs is on a first come, first served basis.
- c) All pets must be tagged with ID as required by local regulations.
- d) Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground will trigger the disciplinary process.

Abandonment Policy

Village residents who have been continuously absent from the Village and have made no effort to remain in contact for a period of 7 days have abandoned their dwelling. Said persons will no longer be a Villager and their possessions will be removed from their previous dwelling immediately upon the dwelling being declared abandoned. They will then have a period of 30 days to retrieve their possessions after which time those items will be disposed of at Village discretion.

A car/vehicle will also be considered abandoned if a resident is spending less than 8 out of 14 nights at the lot without staff approval, or if the resident is continuously absent for a period of 7 days without communication with the appropriate staff member. SAVS will attempt to secure the vehicle but, due to space limitations, it may have to be towed and destroyed.

Village Volunteer Responsibility Policy

All villagers are required to sign up to share in the duty of cleaning the village bathrooms, shower and laundry area. Garbage clean-up is required also.

Section XIII –Evaluation and Assessment

Program Assessment and Key Performance Indicators

- Number and percent of residents who report that their immediate shelter needs were met
- Number and percent of residents who remain in the village for more than a year
- Number and percent of residents who develop and begin executing their service/treatment plan by the end of their 60th day in the village.
- Number and percent of residents who report an improvement in life skills, self-sufficiency, education/training, substance abuse problems, mental health status, housing needs, and physical health
- Number and percent of residents who move to conventional permanent housing, or home with a family or friend because it is their choice and who maintain safe and stable housing for 6 months after leaving the village
- Number and percent of residents who either gain employment or increase their income

Tracking Program Long Term Goals

SAVS will track each onsite client with the long-term goal of helping clients achieve permanent housing. SAVS will report on these metrics:

- Number of clients in RVs, cars and using overnight parking.
- Number of clients connected to new employment.
- Number of clients connected to public benefits.
- Number of clients that had an increase in income.
- Number of total clients served.
- Number of clients provided with outreach.
- Number of clients on the coordinated entry wait list
- Number of client referrals to crisis services, indoor shelters, and counseling
- Number and type of client exits

Modification of SAVS Operations Manual

Modifications to this manual may be made upon a majority vote by the SAVS Board of Directors. All content changes will be supplied to any contractors of SAVS services.

Acknowledgement

Deep gratitude for the Safe Parking Program Manual from New Beginnings of Santa Barbara.

New Beginnings Counseling Center
324 E. Carrillo Street, Suite C
Santa Barbara, CA 93101
Office: (805) 845-8492 ext. 108
Fax: (805) 845-8493

SITE SPECIFIC TERMS – 845 GRAVENSTEIN HIGHWAY NORTH, SEBASTOPOL

Amendments and Additions Specific to this Site.

These provisions supersede any conflicting provisions in the SAVS Operations Manual.

Preliminary Provisions

This section is new. There are no related Operations Manual provisions.

1. SAVS Role: SAVS will provide, open, and operate an RV Village with wrap around services within Sebastopol City limits, to serve Sebastopol’s unhoused, for the term 1/01/2022 to 12/31/2022. SAVS will act as the operator of the RV Village. SAVS will submit reports, participate in status update meetings, and identify needs and challenges for the RV Village. SAVS will provide basic sanitary and water facilities, a waste management system, security and whole-person-care support for the residents.
2. Community Served: This site will serve the Sebastopol vehicular unhoused only. Selection for the site will be based on seniority, meaning the amount of time living (in a vehicle or otherwise) continuously in Sebastopol.
3. Supplemental Documents: SAVS will provide CITY with the following documents by no later than the date when the Village is open to RVs, and will resubmit these when there is any significant revision: SAVS Operations Manual, Intake Packet, SAVS Grievance Form, SAVS Policies and Procedures, Disciplinary & Grievance Process, Resident Agreement, Consent to Exchange/Release of Information, Fire and Safety Plan, Emergency Evacuation Plan, Incident Report, and any other documents relevant to the operations of the Village.
4. Quarterly Reports: SAVS will report quarterly to CITY’s City Council. The report will include a written summary provided in advance of the meeting, with a verbal presentation provided at a regularly scheduled City Council meeting. The report will contain the following:
 - a. Data on enrolled individuals at the RV Village based on HMIS data.
 - b. A narrative statement containing descriptions of security incidents or those requiring Police Department involvement at the RV Village including interventions used to address issues.
 - c. Reports of conflicts or complaints from neighbors in the surrounding area, including a description of the resolution.
 - d. Challenges related to the physical shelter environment to be addressed by SAVS, the property owner, or other involved agencies or individuals.
 - e. A narrative description of the ongoing development of programmatic offerings at the RV Village.
 - f. A report on the status of any issues reported in the previous Quarterly Report that were not resolved at the time of that previous Quarterly Report, including updates on any resolution.
 - g. A description of significant safety or rule violations and all instances of physical violence.

- h. A report on neighbor and community outreach engaged in by SAVS during the Quarter, including any specific important outstanding issues.
5. Incident Reports: SAVS will submit incident reports to CITY for significant rule violations (those that could lead to temporary or permanent suspension from the Village) by residents within five (5) calendar days, clearly stating; the date of the incident, the individual(s) involved, the nature of the incident, a description of staff intervention, client response, and a plan for follow-up or resolution.
 6. RV Village Resident List: SAVS will provide to CITY as soon as possible, but in no event later than January 3, 2022, a full list of the proposed RV Villagers who will be moving into the RV Village. The list will include license plate numbers for the lived-in vehicles as well as any transport vehicles. The City will retain that list as a confidential document protected by the right to privacy, not to be disclosed except for confirmation of resident authority to reside at the Village. SAVS will promptly inform CITY of any change in the resident list.
 7. Registered Sex Offenders: SAVS will determine through an independent reliable process approved by CITY that no residents of the Village are registered sex offenders. SAVS agrees to provide CITY with information needed to confirm that no residents or regular visitors to the Village are registered sex offenders. It will be SAVS responsibility to obtain any releases required to allow this information to be provided. The City will retain the confidentiality of the information, and will use it only for the purposes of confirming that no registered sex offenders are on site in the Village.
 8. Qualified Personnel (Info to City): Sonoma Applied Village Services (SAVS) will provide all necessary qualified personnel needed for the RV Village. There will be an on-site resident manager who lives in the village. Additionally, SAVS will establish a 3-person resident management team that will interface with residents to ensure that health and safety protocols are followed and that interpersonal issues are resolved. They will be assisted by the SAVS full time program manager. SAVS will provide SEBASTOPOL with names and brief biographical summaries for all those in key leadership positions at the RV Village, including at minimum the Village project manager, the on-site manager, and the employees providing client services and operations oversight.
 9. Site Set-up, Improvement, Maintenance: The City of Sebastopol will have no responsibility for site set up, improvements, or maintenance of the Village. This work will be the responsibility of SAVS. The City recognizes that the property owner has made a commitment to take responsibility for these tasks but making and enforcing those obligations will be the responsibility of SAVS.
 10. City Agencies: Opening of the Village will be subject to the approval of the Sebastopol Fire Department, Planning Department, Public Works, Police Department and/or any other relevant City departments.

11. Transportation of RVs: SAVS will have responsibility for transporting RVs or other lived-in vehicles in or out of the Village, including any associated cost. SAVS's responsibility will specifically extend to removal of any RVs abandoned at the site and will include the obligation to tow them to an appropriate location and/or to destroy them as needed.
12. West County Community Services (WCCS): SAVS will continue to coordinate with WCCS as it does currently, so that the residents of the Village can get the benefit of the outreach services WCCS is obligated to provide all unhoused in Sebastopol, as provided in the contract between CITY and WCCS.
13. Obligations to Property Owner: SAVS will comply with all agreements it enters into with the property owner.
14. Neighbor Relations: SAVS recognizes as a specific goal for this site the following: the development and maintenance of a continuing productive and engaged relationship with immediate neighbors and with the greater Sebastopol community, with the intention of meeting and responding to the needs and concerns of the immediate neighbors and greater Sebastopol community.
15. Community Advisory Committee: SAVS recognizes that success of the Village will require supportive and engaged community involvement. SAVS will organize and meet regularly with a Community Advisory Committee that will assist in monitoring activities at the Village and reporting to the larger neighborhood of interest. This Community Advisory Council will meet as frequently as the Community Advisory Committee feels is needed, but at minimum once each month. SAVS will have a representative present for all meetings. The City Council will make available a representative to attend the meetings.
16. Sebastopol Charter School: SAVS recognizes the particular sensitivity of the school community less than a half mile from the site. SAVS will meet specifically with school representatives and will follow up and address their concerns and needs throughout the existence of the RV Village.
17. Support Local: SAVS will "shop local," in purchasing supplies and equipment for the Village, supporting local businesses as much as possible and economical.

Introduction

Operations Manual provisions apply, plus the following Site-Specific provision.

1. Number of Vehicles: This lot is just under a full acre. SAVS will accommodate 20-22 lived-in vehicles on the site, with up to 35 residents, plus ~~the~~ transportation and trailer-towing vehicles owned by the residents, as well as any vehicles for guests, employees, or others visiting the site. If, at some time, SAVS feels the Village has built the capacity to accommodate more residents this number may be expanded after discussion with the Community Advisory Committee and City Staff. The number of vehicles and residents will not be greater than provided here without written advance approval from CITY.

SAVS Foundational Statements

Operations Manual provisions apply; there are no Site-Specific provisions.

Overview of Safe Parking Village Operations

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Overnight Parking: This site will not offer overnight parking. This will be an exclusively 24/7 site.
2. Security: This site will offer an initial 30 day period of 24/7 paid professional security. After the expiration of this initial period, SAVS will provide night-time security to coincide with curfew hours (10pm to 6am) Additional security needs will be jointly determined by SAVS and CITY, based on a review of the incident reports to date, and on input from the Community Advisory Committee and the Village Resident Council. SAVS goal will be to provide ongoing security as necessary for the safety of the Village residents and those in the neighborhood. In the event of any disagreement regarding security, SAVS will accept the decision of CITY. CITY accepts and understands that SAVS has allocated \$75,000 to security, and that if security expenses exceed this amount, SAVS may need to close the RV Village earlier than originally planned. SAVS will give CITY advance notice (at least 60 days) before making a final decision. The intent of this notice is to give CITY and SAVS the opportunity to discuss possible options for preventing the early closure of the RV Village, if costs for security are exceeding budgetary resources to the degree that the RV Village may need to close earlier than December 31, 2022.
3. Curfew: The gates will be locked from 10 pm to 6 am. Residents will be expected to remain in the Village during these hours. Residents who are outside the Village during these hours will be allowed re-entry, but this will be considered a violation of the rules of the Village. Residents who exhibit a pattern of violating curfew will be referred to the disciplinary system. Generally, 3 instances will be considered a pattern requiring referral. An exception will be made for Village residents who have job obligations or other commitments that require their absence during these hours. These night-time departures and returns must be pre-approved by the Village management. An accurate written record will be maintained by security of any departures and returns during curfew time.
4. Health and Social Services: SAVS will provide access to basic healthcare, including COVID testing and vaccinations, through the Sonoma County Health Clinics.
5. Emotional, Physical and Life Support : SAVS will coordinate with other outreach and support workers to bring needed services to the site. SAVS will invite and include local and County support groups to assist residents in accessing services.
6. Covid Safety Protocols: SAVS will establish and enforce protocols as necessary in compliance with applicable rules and regulations regarding Covid 19 and variants.

1. Fence: SAVS will be responsible for installation of a fence that encloses the entire perimeter of the property, 6 feet high with a 2-foot lattice at the top. The fence must be a visual and physical barrier, to provide security and privacy for the residents of the Village as well as neighboring properties. The City recognizes that the property owner has made a commitment to take responsibility for fencing, but making and enforcing those obligations will be the responsibility of SAVS.
2. Gate: SAVS will limit regular entrance and exit to one gate that will be monitored by SAVS. A second gate is allowed under this Agreement and will be set up in consultation with the Sebastopol fire department. With their permission, the second gate will be used for entry or exit of RVs, emergencies, and as needed for delivery of supplies (when the main gate is unavailable). It will otherwise remain locked. (Please see curfew rules above.)
3. Neighborhood Relations: For this site, excellent relationships with the neighbors and the community at large are essential. Please see discussion of the Community Advisory Committee above.
4. Charter School: SAVS will take particular care regarding safety and security of the children attending Sebastopol Charter School, which is less than a half mile from the Site. Residents will be required to remain off the school property at all times (the school grounds are private property subject to no trespassing rules) and will be reminded specifically of the concerns all children and parents have about their children interacting with strangers. As strangers to these children, residents will be reminded to not linger near the school, and will be encouraged to give the children and their families space whenever possible on sidewalks, the Joe Rodota trail, and elsewhere in town. Trespassing on the school property will be a violation of Village rules and will be referred to the disciplinary system. Depending on the severity of the violation, it could result in temporary or permanent suspension from the Village. This is a particularly serious concern for the success of Village.

Resident Self-Governance

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Offenses that Require Immediate Expulsion: Possession of guns, firearms, and weapons of any kind; violence; drug dealing; and open fires are not permitted. Registered sex offenders are not allowed to reside in the Village. These offences result in immediate expulsion. There will be no access to the disciplinary system, grievance process, or appeal in these cases.

Resident Selection

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Lived-In Vehicles: Lived-in vehicles must be in operating order or be registered as “not operational” with the California Department of Motor Vehicles. (DMV).

2. Transportation Vehicles: Vehicles used for transportation must be operational, registered with the DMV, and have automobile insurance. The resident drivers must have a current driver's license.

Case Management to Permanent Housing

Operations Manual provisions apply; there are no Site-Specific provisions.

Connecting Residents to Assistance

Operations Manual provisions apply, there are no Site-Specific provisions.

Resident Rights and Responsibilities

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Good Neighbor Policy: SAVS will develop a good neighbor policy in conjunction with the Community Advisory Committee and the Village Council. Littering outside the camp, hanging out in front of nearby shops and/or unwanted behavior toward individual neighbors are among the actions that may be prohibited.
2. Criminal conduct: Criminal conduct of any kind on or outside the boundaries of the site will be referred to the grievance system and/or the Sebastopol Police Department.
3. Neighbor Concerns: Complaints or concerns of neighbors or the greater Sebastopol community will be referred to the disciplinary or grievance system, as appropriate, with resulting consequences, including possible expulsion.

Resident Agreements and Liability Waivers

Operations Manual provisions apply, plus the following Site-Specific provision.

1. Indemnification: SAVS shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of SAVS, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and SAVS agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

Intervention Plans and Disciplinary Procedures

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. West County Community Services (WCCS): SAVS will coordinate with WCCS, if possible, when suspension or eviction is being considered for a resident. The intent of this is that WCCS can collaborate with the resident and SAVS to arrange alternate shelter options.

2. Police: SAVS will coordinate with the Sebastopol Police Department if a resident refuses to leave after they are required to leave, temporarily or permanently. SAVS will be prepared to treat any refusal to leave as a criminal trespass.
3. Imminent Threat to Others: SAVS will notify the Police Department of any resident who is an imminent threat to others.

Other Village Policies

Operations Manual provisions apply, plus the following Site-Specific provisions.

1. Safety and Evacuation Plans: These will be submitted to CITY for review and approval prior to the Village being occupied by residents. SAVS will detail in the evacuation plans how the trailers that need towing will be removed expeditiously from the site, and the exact location to which they'll be removed.
2. Pets: SAVS will conduct ongoing observations and assessments of animals residing with residents at the RV Village. SAVS will coordinate with Sonoma County Animal Services or other similar programs for supplies for animals such as food, medicine, waste bags, leashes, and in some cases, muzzles.

Site Location – 845 Gravenstein Highway North, Sebastopol



HORIZON SHINE VILLAGE VILLAGER RULES AND RESPONSIBILITIES

All Villagers are expected to comply with the following rules and regulations of the Horizon Shine Village and with any agreements they sign upon intake.

Horizon Shine Village Rules

Quiet time is 10:00 pm – 8:00 am

Villagers must log in and out of the Village between 10:00 pm and 6:00 am

The following activities are prohibited, and infractions will be referred to the Disciplinary System:

- Public use of alcohol and/or drugs
- Creating a public disturbance
- Urinating and defecating on the Village property or in surrounding neighborhoods
- Use of tarps to cover exterior objects (Exceptions may be made for roof leak prevention)
- Cooking outside the vehicle or in vehicles with unsafe cooking systems
- Trash or random property outside the vehicle
- Music or other noise which disturbs neighbors
- Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground
- Parking on nearby streets or in nearby parking lots
- Trespassing on private property, including schools
- Loitering at public businesses, in public locations, or near schools

Possession of guns, firearms, and weapons of any kind; commitment of acts of violence; and drug dealing are not permitted. Anyone committing these offences will be asked to leave the premises permanently. There is no appeal in these cases.



Vehicles

Lived-in vehicles must be registered and in operating order, or be registered as “not operational” with the California Department of Motor Vehicles. (DMV).

Vehicles used for transportation must be operational, registered with the DMV, and have automobile insurance. The Villager’s drivers must have a current driver’s license.

Work Requirement

All Villagers are responsible for working in the Village a minimum of six hours each week, cleaning the Village bathrooms, shower, and laundry area. Garbage clean-up is required also. Villagers are required to work in the Village a minimum of six hours per week.

Meeting Requirement

All Villagers are required to attend the monthly Village meeting.

Visitors

ALL visitors must log in and out. Visiting hours are between 8 a.m. and must be off premises by the 10:00 p.m. curfew. Overnight visitors must be preapproved by submitting a request form no later than 12 noon on the day of the requested overnight. No more than six (6) guests may have overnight visitors at a time. Requests will be on a first come first serve basis. Maximum of two (2) overnight guests at a time. Overnight guests are limited to two (2) consecutive nights. No village resident is allowed to have more than three overnights a week and a maximum of ten (10) overnights inside of one month (30 days). Overnight guests must exit the premises by 11:00 a.m. the morning immediately following overnight, unless otherwise approved through request process. **Please note, visitor policy is subject to change and residence will receive notice.**

Pet Policy

Service Animals and pets are honored as an important part of Villagers’ lives. The limited capacity of the Village to support only a small number of such animals is also honored.

Consequently, the following Pet Policies have been adopted:

- Service Animals are welcome at SAVS. A doctor’s prescription for a service dog must be shown. If someone with a service dog does not have a prescription, they may seek assistance from SAVS in locating a doctor to assess the need and prescribe a service animal.
- There will be a maximum number of dogs at any lot at any one time, including therapy dogs but not service dogs. Space for dogs is on a first come, first served basis.
- All pets must be tagged with ID as required by local regulations.



- Aggressive dogs which are not controlled by the owner; dogs off-leash or animal waste left on the ground will trigger the disciplinary process.

Vehicle Abandonment Policy

Villagers who have been continuously absent from the Village and have made no effort to remain in contact for a period of 7 days have abandoned their dwelling. Said persons will no longer be a Villager and their possessions will be removed from their previous dwelling immediately upon the dwelling being declared abandoned. They will then have a period of 30 days to retrieve their possessions after which time those items will be disposed of at Village discretion.

A car/vehicle will also be considered abandoned if a Villager is spending less than 8 out of 14 nights at the lot without staff approval, or if the Villager is continuously absent for a period of 7 days without communication with the appropriate staff member. SAVS will attempt to secure the vehicle but, due to space limitations, it may have to be towed and destroyed.

I _____ (print name here) have read the rules and policies provided, and do hereby understand, acknowledge and accept these rules and policies as written above. I'm joining this community voluntarily. I further acknowledge and accept this is temporary emergency shelter and shall not be construed as a tenancy or giving rise to a tenancy. I agree and acknowledge that violating any of these rules will put me at risk of expulsion from this community.

I attest that I intend to join this emergency shelter community as a member of the community and I pledge to always act in good faith towards my fellow guests, staff, volunteers, security, and surrounding neighbors.

Guest (Printed Name) _____

Guest (Signature) _____ Date _____

Staff Witness (printed name) _____

Staff Witness (signature) _____ Date _____

EXHIBIT B
RECOMMENDED CONDITIONS OF APPROVAL

Temporary Use Permit for a
24-7 Safe Recreational Vehicle/Vehicle Parking Site
845 Gravenstein Highway North
APN 060-261-030; File 2022-73

1. The Use shall be in substantial conformance with the proposed operations as described in the application materials prepared by Sonoma Applied Villages (SAVS), and received on September 22, 2022, and on file at the City of Sebastopol Planning Department, except as modified herein:
 - a) Enhance coordination with Police for monitoring area surrounding site as a neighborhood watch function.
 - b) Provide quarterly reports to the Planning Commission as a regular agenda item.
2. This use is authorized to continue for two years commencing January 1, 2023 and ending December 31, 2024.
3. All operating conditions and requirements contained within Exhibit "A", the Sonoma Applied Village Services "SAVS 24-7 Safe Parking Operations Manual" dated December 3, 2021, and the "Village Rules and Responsibilities", dated September 22, 2022, shall be maintained for the duration of the operations.

The Applicant shall forward any substantial modification to its program, policies, or procedures to the Planning Department for review and approval by City staff. If City staff determines that any of these modifications are not in substantial conformance with the Use Permit, those changes shall require an Amendment to the Use Permit be reviewed by the Planning Commission through the public hearing process.

4. SAVS shall continue to conduct resident outreach program and neighborhood outreach programs on an ongoing basis.
5. This approval is for the Temporary Use to operate of the SAVS village from January 1, 2022 to December 31, 2024. This use is an interim use only, and shall not be allowed to be a permanent use on the site.
6. The City of Sebastopol and its agents, officers and employees shall be defended, indemnified, and held harmless from any claim, action or proceedings against the City, or its agents, officers and employees to attach, set aside, void, or annul the approval of this application or the environmental determination which accompanies it, or which otherwise arises out of or in connection with the City's action on this application, including but not limited to, damages, costs, expenses, attorney's fees, or expert witness fees.
7. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.
8. This approval does not include any signs. Any new signs that will identify the use of this property are subject to the prior approval of the Design Review Board or City staff, as appropriate.

EXHIBIT C
STANDARD CONDITIONS OF APPROVAL

Temporary Use Permit for a
24-7 Safe Recreational Vehicle/Vehicle Parking Site
845 Gravenstein Highway North
APN 060-261-030; File 2022-73

1. All plans shall include a brief description of the project on the cover sheet.
2. All submitted building permit plan check sets shall include a plan sheet incorporating these conditions of approval.
3. Except as otherwise noted in these conditions of approval, the plans submitted to the Building Department for plan check shall be in substantial conformance to those approved by the review body. If any changes are made to submitted plans which were approved by the review body the applicant shall work with the Planning Department to determine if the changes are significant enough to once again be seen by the review body, or if staff can approve the changes. Any changes that have not been approved by Planning staff are not approved. Construction or demolition work that does not conform to the Planning approval is not valid and shall be subject to stop work orders and may require removal.
4. Site landscaping shall be generally consistent with the Landscape Plan included as part of "Exhibit A" on file with the Sebastopol Planning Department. The final landscape plan shall be stamped by a licensed landscape architect and filed with the Planning Department prior to occupancy. Plans for any irrigation of the site shall be incorporated into the landscape plan. All planting shown on the approved plan shall be installed prior to occupancy of the proposed project. Upon the request of an Applicant to receive a Temporary Certificate of Occupancy and at discretion of the Planning Director, landscape installation may be suitably guaranteed by posting a cash bond equal to 100% of the cost and installation of any landscape improvements.
5. Acceptance of the construction drawings and specifications does not release the applicant and owner from correction of mistakes, errors, or omissions contained therein. If, during the course of construction, the field conditions or other previously unknown conditions require a modification or a departure from the accepted plans, the applicant shall provide the modifications or departure and specify the correction of mistakes errors, or omissions in compliance with the CBC and City Standards.
6. The City of Sebastopol and its agents, officers and employees shall be defended, indemnified, and held harmless from any claim, action or proceedings against the City, or its agents, officers and employees to attach, set aside, void, or annul the approval of this application or the environmental determination which accompanies it, or which otherwise arises out of or in connection with the City's action on this application, including but not limited to, damages, costs, expenses, attorney's fees, or expert witness fees.
7. A Construction Management Plan (CMP) shall be submitted to the City as part of the Building Permit and/or Grading Permit and shall be incorporated into the plans, unless waived by staff. The City's CMP template, provided by the Planning Department, may be used for small, infill projects. Revisions to the CMP to increase or add on time to the construction timeline shall be coordinated with the Building Official and any additional requests will be at the applicant's responsibility.

This CMP shall be a binding document. Failure to adhere to the CMP may result in a "Stop Work Notice" being placed on the project. An electronic copy of the APPROVED CMP shall be submitted to the City, and may be posted to the city's website. The CMP shall be updated as project conditions warrant. Updates to the CMP shall be provided to the City for review and approval. The CMP shall include but not be limited to:

- a) Work schedule (start of construction date, road or lane closure intent/dates, important milestones and proposed final dates)
- b) Construction Hours
- c) Travel routes and turn-around locations with staff approval
 - Impact to state highways
- d) Road and/or lane closures (Applicant to provide information on how many anticipated road closures, and the reasons for each road closure).
- e) Worker auto parking space locations/construction parking
- f) Phasing (if applicable)
- g) If construction improvements are located in areas of slopes 15% or greater, the Contractor shall provide safe temporary hard surface stair access to the improvements, unless waived by the Building Official. This access shall be shown on the CMP.
- h) Projects that require a grading permit shall comply with the City's grading ordinance.

The CMP may be more stringent if the project is located close to schools or in impacted neighborhoods. A CMP may be required to be modified if a neighborhood becomes "impacted" during the course of the construction. Impacted neighborhoods are defined as areas in geographic proximity (i.e. using the same streets for access) with a significant number of simultaneous construction projects.

The hours of construction activity shall be limited 7:00 a.m. to 8:00 p.m., Monday through Friday, 8:00 a.m. to 5:00 p.m. on Saturdays with staff approval, depending on scope of work being done, or unless modified by a project's Specific Conditions of Approval.

A **24-inch by 36-inch** weatherproof copy with items A-F posted on site. The remaining Construction Management Plan shall be made available on site. The Construction Management Plan shall be posted on the site as part of the job site signage and should include:

- a) Address of the project site.
 - b) Permitted hours of construction and of deliveries/off-haul.
 - c) Name, e-mail address and direct phone number of the General Contractor.
 - d) Name, e-mail address and direct phone number of the person responsible for managing the project.
 - e) Name and direct phone number of the party to call in case of an emergency.
 - f) City of Sebastopol Building Department (707-823-8597).
8. All construction materials, debris and equipment shall be stored on site. If that is not physically possible, an encroachment permit shall be obtained from the Public Works Department prior to placing any construction materials, debris, debris boxes or unlicensed equipment in the right-of-way. The fee for using the right-of-way for storage of construction materials or equipment is \$10.00 per day. A minimum of 11' passable auto traffic clearance (paved travel way) shall be maintained at all times along the roadway. The placing of portable restroom facilities in the City right-of-way will not be

permitted.

9. All portions of the job site shall be maintained in an organized and professional condition. All trash, debris, construction scraps and broken/deteriorated machinery shall be removed from the site by the end of each week. If off loaded construction materials are not used within 2 weeks, they shall be screened from public view. All sidewalks, driveways and public/private roadways fronting the subject site shall be broom cleaned at the end of each business day.
10. A pre-construction meeting is required with city staff for projects that:
 - a) Require a City encroachment permit, a Caltrans encroachment permit, or a City grading permit; or
 - b) Have 5 dwelling units or more; or
 - c) Have a total of 5,000 square feet of building or more; or
 - d) Have a creek setback requirement; or
 - e) Are required to have a pre-construction meeting under a specific condition of approval.
11. All permits and/or inspection fees required shall be paid in full prior to final occupancy being granted unless otherwise stipulated by the City.
12. All required construction signage and any required tree-protection shall be posted and available for City inspection at the time of the Pre-construction meeting or, if no pre-construction meeting is required, prior to commencing construction. If these measures are not in place at the time of the pre-construction meeting, a re- inspection fee will be required, and issuance of building permit will be delayed.
13. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.

Planning Department Standard Conditions of Approval:

14. This approval is valid for a period of three (3) years during which time the rights granted must be exercised. However, the applicant may request one (1) one-year extension of this Use Permit from the Planning Director, pursuant to Zoning Ordinance §17.400.100.
15. The light source for all exterior lighting fixtures shall be shielded from adjacent properties. Cut sheets for all exterior lighting shall be submitted as part of the Design Review or other planning application.
16. For projects with new foundations or retaining walls less than 10' away from a required setback property lines shall be physically identified (string line or equal), and the applicant shall submit a letter or certificate from a licensed surveyor that confirms that the structure complies with the approved setbacks prior to placing the foundation. For any project that includes new foundations or retaining walls more than 10' away from a required setback, the applicant may apply for a waiver from this requirement from the City Engineer and Planning Department.
17. For any project that includes new structures within 2 feet of the allowed height limit, a letter or certificate from a surveyor confirming that the height of the roof complies with

the approved plans shall be submitted to the Planning Department at the earliest point possible.

18. All landscape and irrigation plans must be designed in accordance with the most current City of Sebastopol landscape requirements. Prior to providing water service for new landscape areas, or improved or modified landscape areas, the Planning Department must review and approve the project's working drawings for planting and irrigation systems. Any question regarding the City of Sebastopol current water conservation and Landscape Ordinance should be directed to the Planning Department.

New construction and rehabilitated (renovations or changes made to sites with an existing irrigation system) landscape projects will be affected by these requirements if the altered landscape area is greater than 500 square feet.

19. For any new housing unit development, the developer/owner shall submit the total amount of fees and exactions associated with the project prior to issuance of certificate of occupancy or final inspection.

Engineering and Public Works Department Standard Conditions of Approval:

20. All projects are subject to Impact Fees as adopted by the City Council, which are due at the time of issuance of the Building Permit unless otherwise stipulated by the City.
21. An Encroachment Permit is required from the Public Works Department for any and all work within the public right-of-way. If the work is within a CalTrans right-of way, an Encroachment Permit from CalTrans shall also be procured by the applicant. Encroachment Permit shall not be issued until the City Engineer approves the applicant's site improvement plans.
22. Construction within the public right-of-way is limited to that necessary to support the lot's use. This may include but is not limited to: driveways, sidewalks and any utility connections. For all improvements within the public right of way, the applicant shall submit plans to adequately describe the work. Plans shall include but not be limited to drainage details, cross-sections, driveway/roadway grades and utility locations as necessary.
23. The applicant shall prepare and submit site improvement plans for the construction of all improvements including water, sanitary sewer, storm drain, water quality facilities, roadway improvements, curbs, gutters, sidewalks, elevated or structural pedestrian walkways, landscaping, landscape irrigation, signing, striping, joint trench and streetlights. All design and construction shall conform to the latest edition of the City of Sebastopol Design and Construction Standards and other applicable codes, standards, guidelines and specifications. Public improvement drawings shall be drafted in the City-approved sheet format.
24. Once approved by the City Engineer, the applicant shall submit PDF files of the signed improvement plans. As-Built record drawings shall also be submitted as PDF files.
25. Deviations from City Standards and applicable Code requirements shall be approved by the City Engineer. The applicant's engineer shall request all design exceptions in writing.

26. Any improvements, public or private, damaged during construction shall be replaced, by the applicant, in-kind or with new improvements. All cracked, broken, or uplifted sidewalk, driveway and/or curb and gutter fronting the property shall be replaced. Applicant shall coordinate with the Public Works Department prior to the first submittal of project improvement plans to identify the extents and limits of replacement.
27. An erosion and sediment control plan are required as part of the building permit application. The plan shall be prepared by a certified erosion control specialist and in full compliance with CASQA standards, The plan is subject to review and approval by the Engineering Department prior to the issuance of the building or grading permit. No modifications to the approved plans shall be made without approval of the City Engineer.
28. Mailbox plans and locations shall be approved by the Sebastopol Postmaster prior to improvement plan approval. The developer shall provide a letter and exhibit showing mailbox locations from the Sebastopol Postmaster approving mailbox locations.
29. City Public Water and Sewer and Drainage utility easements as required by the City Engineer utility companies shall be provided within the development. Easement locations shall be subject to review and approval by the City Engineer.

Roadway Improvements:

30. The improvement plans for the first phase of development shall include and provide for the construction of all offsite improvements as required to support full project build-out. Each subsequent phase of development shall construct sufficient onsite roadway and utility improvements to support the cumulative development proposed to be constructed as approved by the City Engineer.
31. Road closures, if permitted by the Project Approval, will only be permitted with prior authorization from the Public Works Department consistent with the City's road closure policy. Signs containing details of the proposed closure must be posted 48 hours in advance. Coordinate road closures with the Sebastopol Public Works Department. Contact the Public Works Department at 707-823-5331 to obtain a road closure permit.
32. An emergency vehicle access, meeting the requirements of the Sebastopol Fire Department shall be constructed.
33. All private driveway areas less than 24-foot wide shall require the approval of the Sebastopol Fire Department.
34. Sidewalk warps shall be provided to allow a clear five-foot walkway at all locations, including areas where mailboxes, street furniture, streetlights, street signs and fire hydrants are to be installed, or as otherwise approved by the City Engineer.
35. The structural section of all public road improvements shall be designed using a soil investigation which provides the basement soils R-value and expansion pressure test results. A copy of Geotechnical report and structural section calculations shall be submitted with the first improvement plan check.
36. The structural section of the private on-site drive aisles and parking areas shall meet the requirements and recommendations of the geotechnical report for the project.

37. Retaining walls and retaining curbs may be required to protect damage to trees as determined by a licensed Arborist. All retaining structures shall be designed and constructed to minimize damage to trees.
38. Pedestrian curb ramps, meeting City standards and current accessibility requirements, shall be provided at all intersections and crosswalks where sidewalks are proposed.

Drainage Improvements:

39. All project related flooding impacts shall be mitigated by the project developer. Drainage improvements shall be designed by a Civil Engineer registered in the State of California in accordance with the Sonoma County Water Agency's Flood Management Design Manual (FMDM). Public and private drainage improvements shall be shown on the improvement plans and the City Engineer may require the applicant to acquire the review and recommendations by the Sonoma County Water Agency (Sonoma Water) prior to approval by the City Engineer. Private storm drain easements will be required for any portions of the private storm drain not entirely located with the lot being served or for any portion of a private utility located on an adjacent parcel.
40. No lot-to-lot drainage will be allowed between the project site and any adjacent parcels. No concentrated drainage may discharge across sidewalks. All site drains must be connected to the public storm drain system or discharged through the face of curb or to an established waterway.
41. Plans and certifications shall demonstrate compliance of all improvements, including building finished floor elevations, with the City's Flood Ordinance, to the satisfaction of the Building Official and City Engineer. Building finished floor elevations shall be constructed at a minimum of 2 foot above the 100-year storm event water surface elevation as determined by the City and certified by the project engineer. The Engineer of Record shall provide a signed and stamped letter indicating the project meets the requirements of the Ordinance before plan approval.

Stormwater Quality:

42. Projects that create or replace 10,000 square feet or more of impervious surface area are subject to design and construction requirements of the most recent edition of City of Sebastopol Low Impact Development (LID) Technical Design Manual. Improvement plans with required LID design features shall be approved by the City Engineer.
43. Projects that will disturb 1.0 acre or more of developed or undeveloped land shall provide evidence that a Notice of Intent (NOI) has been submitted by the applicant and received by the State Water Resources Control Board for a General Construction Activity Storm Water Permit. Two copies of the project Storm Water Pollution Protection Plan (SWPPP) shall be provided to the City prior to issuing a grading permit, encroachment permit, or building permit.
44. For required LID features constructed on private property or on street frontage, the owner shall provide a Declaration Letter to the City Manager regarding the owner's commitment to ongoing maintenance of said LID features (LID Declaration) prior to occupancy.

Grading:

45. The improvement plans shall include a site-grading plan prepared by a Civil Engineer registered in the State of California as part of the required improvement drawings. Lots shall be generally designed to drain to public and private streets or parking areas, unless otherwise approved in the interest of tree preservation or other unusual circumstances.
46. The City of Sebastopol shall require a grading permit for projects that meet these requirements.
 - a) Cut or fill exceeding 50 cubic yards
 - b) Cut or fill greater than 3 feet in depth
 - c) Cut creating a cut slope greater than 5 feet in height and steeper than 2 units horizontal to 1 unit vertical
 - d) Fill intended to support a structure or surcharge greater than 1 foot in depth or placed on terrain with a natural slope steeper than 15 percent
47. When required by the Building Official the applicant shall submit to the City for review and approval, a detailed Geotechnical Report prepared by a Geotechnical Engineer registered in the State of California. The grading plan shall incorporate the recommendations of the approved Geotechnical Report.
48. Where soil or geologic conditions encountered during grading operations are different from those anticipated in the Geotechnical Report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. It shall be accompanied by an engineering and geological opinion as to the safety of the site from hazards of land slippage, erosion, settlement, and seismic activity.
49. Existing wells, septic tanks and/or underground fuel storage tanks that are defective or will no longer be in use shall be permanently destroyed or removed under permit and inspection by the Sonoma County Permit and Resource Management Department, Well and Septic Division and/or Sonoma County Environmental Health or other designated agency. Underground fuel storage tanks are subject to UST regulations of the State Water Resources Control Board.
50. The grading plan shall clearly show all existing survey monuments and property corners and shall state that they shall be protected and preserved. Should monuments be damaged or destroyed during construction, they shall be replaced by the developer.
51. Improvements plans shall include an erosion control (winterization) plan. The plan shall include an order of work and staging/scheduling component indicating when facilities must be installed and when they may be removed.
52. Sewer services and laterals shall be CCTV inspected to determine if the service needs to be removed and replaced. A copy of the CCTV report shall be provided to the City Engineer. A waiver for CCTV inspection may be waived by the City Engineer, if the sewer lateral has been replaced within ten years of the submittal of the improvement plans. A copy of the documentation evidencing such replacement shall be included in the submittal package.

53. If the proposed project is located in or adjacent to a waterway, within an area designated as habitat for threatened or endangered species, or other special status area, it possibly falls under the jurisdiction of another agency such as the United States Army Corps of Engineers, the California Regional Water Quality Control, or the California Department of Fish & Wildlife, U. S. Fish & Wildlife Service, etc. These agencies shall be contacted to determine if the project lies within their respective jurisdictions. All necessary permits and/or approvals shall be obtained prior to the City issuing any permits. If permits are not required, a letter stating so shall be submitted to the City as part of the record.
54. Trees and vegetation shall be trimmed according to Section 8.12 of the Sebastopol Municipal Code. Trees and shrubs shall be kept trimmed so that the lowest branches projecting over public properties provide a clearance of not less than eight (8) feet over sidewalks and not less than twelve (12) feet over streets.

Fire Department. Standard Conditions of Approval:

55. The address shall be posted in accordance with requirements of the California Building Code and California Fire Code. The Fire Chief shall review and approve all requests for new addresses. Inspection and signoff of address posting shall be coordinated through Building Department.
56. Smoke and CO detectors shall be installed in accordance with the California Building Code. Final inspection and signoff of smoke detectors shall be coordinated through Building Department.
57. Noncombustible roofing shall be provided for:
 - a. All new roofs shall be non-combustible.
 - b. Roof Repairs or replacement:
 - i. Less than 25% - no requirement
 - ii. 25Hr to 50% - Class C minimum
 - iii. 50% or more — Non-Combustible
 - c. In no case shall the roofing material used to be less fire resistive than the existing roof.

NOTE: A "noncombustible" roof is a Class A roof (for other than Group R Occupancies, a Class A or Class A assembly) as defined in the California Building Code and approved by the Building Department.

58. Prior to occupancy, a spark arrester shall be installed on the chimney(s) 3/8" mesh minimum.

Building Department Standard Conditions of Approval:

59. All construction shall comply with all applicable Title 24 Codes in effect at the time of building permit submittal. It is the responsibility of the designer(s) to ensure that all applicable Title 24 codes, as well as any applicable Sebastopol Municipal Codes are incorporated into the design.
60. The project shall comply with the Green Building regulations contained in the Sebastopol Municipal Code that are in effect at the time of building permit submittal.

PUBLIC COMMENTS

From: [REDACTED]
To: [Mary Gourley](#)
Subject: Council Promised 1 year; Now It's 3 - The SAVS RV SITE - Public Comment 10/4/22
Date: Tuesday, October 04, 2022 3:20:33 PM

Dear Council Members,

SAVS - No Exit

I have been writing letters in regards to the exit strategy for the residents of the SAVS RV site for over six months. When the site was being discussed, I asked similar questions on how the SAVS program was going to transition people into permanent housing, jobs, mental health care and drug treatment. I asked why, if SAVS had been working with people on Morris Street for a year, had no one moved into permanent housing.

Council Promised Site Would Close - December 2022

When the site was implemented, the Council, on numerous occasions, said, in public meetings, the site would only last through December 2022.

Below are just a few quotes from Council Meetings taken from the minutes of meetings Nov 30-Dec 7th, 2021:

Mayor Glass: The goal of a site like this is to provide *transition* for people to get their lives together. There are some people that may want to live in RVs permanently. But *this is not a permanent site*. What we need to work on as a county, permanent locations for RV villages and this is not that prospective site. We may, *if we get this site going, we will immediately be looking for new permanent sites*. Around West county.

Council Member Hinton: I just wanted to remind the public *it's a one-year program*.

Council Member Rich: We wanted to make sure everyone understands *this is in fact a temporary one year urgent use*.

Funding for the site, a mix of left over COVID funds and County bridge funding, only extended through that time period.

Does Council have to keep their word when it is given in public on multiple occasions? Does the Council have an obligation to uphold their promise when it is made at a Council meeting?

The Ad Hoc Committee on the Unhoused has been extremely vague and opaque in their reports. For instance, they simply had "site relocation for the RV Village" drop off their agenda at the last meeting.

Rich U-Turns - Now 2 More Years?

Now, we find out that Council Member Rich wants a one to two year extension for the RV Site. Agenda Item 6b.

<https://www.ci.sebastopol.ca.us/getattachment/Meeting-Event/City-Council/2022/City-Council-Meeting-October-4,-2022/Agenda-Item-Number-6-b-St-Vincent-de-Paul-SVdP-Resolution-Of-Support-845-Grav-N-Site.pdf.aspx>

Is this the type of community transparency and honest communication we want from our City Council?

SAVS Understaffed, Under Resourced

From item 6a, we learn that the SAVS facility is understaffed and does not have appropriate staffing for the mental health and addiction issues of occupants.

In addition, a violent occupant was asked to leave the facility and SAVS has a restraining order against this person. This leaves the public wondering if the person is still in our community with their mental health needs unattended and their violent tendencies unaddressed.

<https://www.ci.sebastopol.ca.us/getattachment/Meeting-Event/City-Council/2022/City-Council-Meeting-October-4,-2022/Agenda-Item-Number-6-a-Informational-Report-from-SAVS-For-Horizon-Shine-RV-Village.pdf.aspx>

"Not one, but two, of our core case managers have had serious health issues that kept them off work for many days."

"In the middle of some major revamping, our village manager resigned without notice."

"There are villagers with addiction problems, and we've tried many paths to treatment for this serious illness. Recently, we tried again to connect with Narcotics Anonymous. They told us that they are getting requests from other encampments and are currently stretched thin. We're happy to see more homeless people and homeless advocates looking for this kind of help. We only wish there were more addicts in recovery willing to do this difficult and important work."

"Two villagers moved out in this quarter. One gentleman was asked to leave due to violent behavior and the Sonoma County Superior Court imposed a restraining order to prevent him from harassing our staff. The second villager was accused of theft when a visitor's valuable item disappeared. He was asked to leave. This incident is under investigation and a decision on whether to invite him to return is under review."

I am grateful to Adrienne Lauby for her honesty. I think her report underscores the

fact that many homeless individuals are suffering from untreated addiction and mental health issues. It also underscores the need for the funding for mental health and addiction treatment. The County has spent over \$92,000,000 in the last 2 years and has not increased mental health beds or addiction treatment to even begin addressing the needs of our current homeless population. Our mental health beds are at numbers lower than a decade ago.

Thus the funding for these sites are probably not the \$680,000 allotted for the 10 month period of the SAVS village but the \$3,400,000 annual budget of the Sebastopol Inn.

Questions for Council Member Rich:

1. Where is the funding for the site coming from so that it could operate for 2 more years?;
2. If SAVS does not have the current staffing resources to address the mental health and addiction needs of the site's occupants, does that impact the community and neighborhoods immediately around the site? Are there more drug dealers, petty crime and unstable individuals within close range of a public trail and a K-8 school that might negatively impact our students, families, visitors, walkers and bicyclists? Does this impact our community businesses?;
3. Each occupant of the RV Village will have received 10 months free rent, free food, free utilities. Are they required to become sober, get jobs or any in way move toward self sufficiency?;
4. Will drug use still be permitted on the site if Council grants this extension?;
5. Were all the terms of the Original Agreement met and do they continue to be met?;
6. What is the neighborhood input on this site?;
7. What do community businesses have to say about the site?;
8. Is this site legal?:

9.

Can anyone put RVs onto a piece of commercial land and let people live in them within the City Limits or is this only something that Council can do?.

Best,
Kate Haug

From: B [REDACTED]
To: [Mary Gourley](#)
Subject: City Council October 4, 2023
Date: Monday, October 03, 2022 11:38:41 AM

Hello, Mary.

Please include my comments to the Sebastopol city council members during tomorrow's meeting.

Thanks so much, Barbara A Harris

I SUPPORT efforts to continue funding for Horizon Shine and Park Village unhoused programs.

From: [REDACTED]
To: [Mary Gourley](#)
Subject: Encouragement to continue Support for Horizon Shine Village
Date: Tuesday, October 04, 2022 4:06:28 PM

Thank you to all members of the City Council of Sebastopol for your support for Horizon Shine Village for this past year. It has brought to the people at the Village a stability they did not have on the street. Now provided are regular sanitation services, showers, water and electricity, and regular meals. And important support services being offered the villagers can focus beyond basic survival. They have a place to sit down by themselves or with others to take on their own affairs.

It is important that your support continues and hopefully expands--and deepens. If not there is no place to go for those without a housing option.

Change (as through skills, habits, experience) take time. We live in this most wealthy country that can make big changes. We need the will along with an outbreak of the imagination to make sure all people are provided for.

Barbara Renzullo

From: [REDACTED]
To: [Mary Gourley](#)
Cc: [REDACTED]
Subject: Homeless services for Sebastopol area unhoused
Date: Tuesday, October 04, 2022 3:59:11 PM

Hello Mary-

I see that the Council agenda tonight includes requests for funding for SAVS and WCCS at Horizon Shine. If funding is not forthcoming it is likely that the 25 people now being served will end up in circumstances where they are again scrambling to stay alive in our City and outlying areas. The report from SAVS indicates that in the 9 months that Horizon Shine has been open, about 10 % have been able to get jobs and/or permanent housing. This is pretty good when you consider that most of the HS clients have been chronically homeless. That means they have some kind of disability which has contributed to their being unhoused for at least a year, but more likely at least 5 years. Two of the biggest barriers to moving into jobs and housing are mental issues and abuse of alcohol or other drugs. Services to overcome those barriers are generally provided by county government and they are in very short supply.

While I think it is critical to keep continued funding from the county to continue providing shelter and services at Horizon Shine and ask that you provide some of them and request them other funders, I hope you will consider making requests that Sonoma County alcohol, drug and mental services be provided in amounts directly proportional to the population of the Sebastopol Area. We are fighting an uphill battle with chronically unhoused people unless they can access such services more often than is now the case.

Sebastopol has been and is spending nearly 50% of its General Funds for police services. I believe that calls for services have declined in response to the housing that has recently been provided at Park Village, Elderberry Inn and Horizon Shine. IF WE CAN INCREASE THE SUPPORTIVE SERVICES SUCH AS AODS AND MENTAL HEALTH, IT IS LIKELY THAT THE CALLS FOR POLICE SERVICES CAN DECLINE.

Please request continued funding for Horizon Shine, and request funding from AODS and Mental Health Services for Sebastopol Area clients proportionate to the population of our area.

Sincerely
Gale Brownell
Housing Advocate
[REDACTED]

From: [REDACTED]
To: [Mary Gourley](#)
Subject: Horizon Shine and Park support
Date: Monday, October 03, 2022 11:47:34 AM

Hello,

I am asking you to give your support for the unhoused programs. They need all the help they can get. And please remind yourselves that most if not all of the unhoused chose to be that way.

Cheers,

Denny Petersen, Sebastopol

Sent from my iPhone

From: Heather Stone [REDACTED]
Sent: Tuesday, October 4, 2022 10:07 AM
To: John Jay
Subject: Proposed 2 Year extension to RV encampment at 845 Gravenstein

I am vehemently Opposed to the two-year extension on the RV encampment that was sprung on the residents of this area of Sebastopol without any notice, opportunity to comment or due process.

As an attorney, a resident, and an investor in local real estate, I am appalled by the total disregard shown for the hardworking tax-paying Sebastopol residents.

The crime, garbage and drugs this encampment has brought to our neighborhood is obvious to all who live nearby. I no longer feel safe walking to the store or walking my dog in the evening here. I pay hefty property taxes for the privilege of living here. Local property values are being crushed by the improper installation of this homeless encampment in our backyard. One might call that it unconstitutional "taking" of property rights. You have shifted a problem that was developing near the Barlow onto our backs and we had no say. We also pay hefty taxes and contribute mightily to the Sebastopol economy.

Solving homelessness is a challenge, but This project has been undertaken in the wrong way from inception, without participation from the neighbors or the local community, it's been rammed down our throats without proper notice, without properly following the the law or exploring alternatives.

Now. The promise "That this is only a one year emergency project and it will be over in December 2022" is magically reversed? A 2 YEAR EXTENSION? No!

I have endeavored to keep rents low at investment properties I have purchased. I am keeping people comfortably housed, choosing humanity over profit. I am doing my part already. Seek alternatives as promised.

I cannot attend the meeting tonight, but I know I speak for many.

Heather Stone Esq.

From: [REDACTED]
To: [City Council](#)
Subject: RV Village concern
Date: Tuesday, October 04, 2022 10:41:16 AM

Hello,

I live fairly close to this RV "village" and am very concerned about what I read yesterday. Is it true you want to extend this by 2 YEARS? After promising and reiterating many times last December that it would be for only ONE?

Has anyone seen the garbage, grocery carts and other items accumulating around this area? I have, and have also seen members of the community picking it up. They shouldn't need to do that!

My husband and I used to walk through the alley way from Norlee towards 116. We no longer do this after more than a few times, there were unhoused people there yelling, camping, and rummaging through the garage. No - they might not have been from across the street, but there is a definite increase of people and garbage there. Also the area behind the business where the Ceres garden was. There are encampments there that I have seen. People who live near the village say they hear yelling and fighting nightly.

Anyway - I hope this is just a rumor about the 2 more years. We know people who are moving from the area because they no longer feel comfortable here. We could be next.

Thank you for reading.

Sent via the Samsung Galaxy A12, an AT&T smartphone
Get [Outlook for Android](#)

**WEST COUNTY HOMELESS ADVOCATES (WCHA) LETTER OF SUPPORT
FOR PARK VILLAGE AND HORIZON SHINE AGENDA ITEM 6 RESOLUTIONS**

Dear Council: On behalf of West County Homeless Advocates (WCHA) of which I am chair, this is to urge your support of Resolutions in Agenda Item 6 tonight 10-4-22 calling for continued funding for Park Village and the Horizon Shine RV Village for persons who might otherwise be unhoused. WCHA, as you will recall, as an ad hoc volunteer group drawn from churches, service organizations, and interested and activist citizens.

Horizon Shine specifically is at risk of losing its funding by the end of the year. This would expel its residents back onto city streets or outlying areas that are even more unwelcoming than when Horizon Shine was created earlier this year, defeating everything that the Council and the City's various departments including police, planning, and public works, and Sonoma Applied Village Services (SAVS) has accomplished in the past year.

The effort expressed in creating Horizon Shine and the continuing support for Park Village, and the related unhoused outreach contract caseworker Jennifer Lake with WCCS, are the admirable legacies of this Council, and should neither be abandoned nor left to whatever an incoming and perhaps differently-directed Council may decide after elections just more than a month away. This Council should stand with the proposed Resolutions which reflect the history and accomplishments of this Council for as long as this Council as presently constituted remains seated.

Horizon Shine as a housing alternative was a key legal element to the clearance of Morris Street and similar encampments, in conjunction with the City's revised parking ordinance which banned all RVs from all city streets except for a late night/early morning window of time. Shifting unauthorized RVs out of city limits onto outlying areas was frankly stated by former Police Chief Kevin Kilgore in Council testimony as a related device to clear Morris Street and environs. Termination of Horizon Shine simply spills all of its residents back out into wherever they might relocate in unorganized encampments without services.

There has yet been a failure of higher government entities to address this problem here, and the proposed resolutions tonight call on higher government to act. That action must be more than expanding tolerance county-wide for encampments, which we see already encroaching onto the City Plaza. It is well-established that housing, even such as Tiny Homes, or RV villages, is key to recovery for the unhoused, with drug and mental health services. Horizon Shine is a model for meaningful response.

The quarterly report of SAVS provide to the Council is admirable in its honesty. While documenting its successes, it does not sugarcoat its problems. These problems are not failures. Rather they speak to the enormity of the task in assisting the unhoused who are disadvantaged in a variety of directions. SAVS staff and volunteers have been shocked as they intimately encounter situations they formerly knew closely but at arm's length. This is a process of education for all. A reported reduction in the homeless count does not mean the problem is close to being solved; it reflects only a beginning. The task undertaken by SAVS cannot be allowed to lapse.

One can care not at all about the unhoused themselves, yet decide to assist them because it is better for the City in every way, than to have them back randomly and unsupported on streets, in the Laguna, in neighborhoods, or on outlying private lands. Even as some blame the unhoused for their predicament as a result of bad choices (ignoring mental health challenges that may go back to childhood and early youth), we do not vilify the tobacco smoker with lung cancer for his/her decisions or deny him/her insurance coverage: programs/treatment/hospitalizations exist to help. Unhoused unfortunates deserve no less.

Respectfully submitted,

Arthur George
Chair, West County Homeless Advocates (WCHA)

