


Agenda Report Reviewed by:
 City Manager: 

**CITY OF SEBASTOPOL
 CITY COUNCIL
 AGENDA ITEM**

Meeting Date: November 15, 2022
To: Honorable Mayor and City Councilmembers
From: Kari Svanstrom, Planning Director
Subject: Appeal of Planning Commission Decision 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: Deny the Appeal, and Uphold the Approval
Funding: Currently Budgeted: _____ Yes _____ No X N/A
 Net General Fund Cost: \$0

Appellant: Zachary Imbrogno and Friends of Northwest Sebastopol
 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

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

INTRODUCTION/PURPOSE:

This is an appeal of a Planning Commission decision issued at their October 11, 2022 meeting to approve an application 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). The approval was appealed by Zachary Imbrogno, President, Friends of Northwest Sebastopol (FNS, or “Appellant”) on October 17, 2022.

BACKGROUND:

Project Background

Horizon Shine RV Village is a temporary 24/7 safe parking program at the site for 20-22 lived-in vehicles for currently homeless persons at 845 Gravenstein Highway North, in the General Commercial zoning district. The operator, Sonoma Applied Village Services, will provide site management including sanitation, waste management, security, food access, and supportive services. Project operations and site review are more thoroughly described in the Attachments/Planning Commission Report. The project operational details were not included in the appeal.

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 (SMC 17.08):

“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

Temporary Uses are regulated by SMC 17.430 – Temporary Use Permits (full code section: <https://sebastopol.municipal.codes/SMC/17.430>), with uses longer than six months require a Planning Commission approval at a public hearing, and require findings similar to that of a permanent Conditional Use Permit, as will be discussed below. A Temporary Use Permit requires the same findings that would be required for any use that would require a Use Permit from the City for the zone, and a higher level of review than for affordable housing projects and homeless shelters, both of which are permitted without a use permit of any kind.

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 nor 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 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.

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 requested 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). As noted above, the Planning Director determined that a Temporary Use Application would be needed for such a request, and SAVS submitted this application to the Planning Department on September 22, 2022. As the request was for a temporary use longer than six months, the application was heard at a duly-noticed

public hearing by the Planning Commission at its regular meeting of October 11, 2022. The Planning Commission heard a staff report, the applicant's presentation, and public testimony, and deliberated the project. The Commission concurred with staff's recommendations, including concurring with the Planning Director's interpretations, and adopted Resolution 22-07 approving the application based on the findings and subject to the Conditions of Approval contained therein.

The Approval was appealed by Zach Imbrogno, President, Friends of Northwest Sebastopol (herein referred to as "Appellant" or FNS) and is now before the City Council as a public hearing on the Appeal.

Appeal Background

Per the Sebastopol Municipal Code (SMC), appeals of a Planning Commission decision are heard by the City Council. In its review of an appeal from the Planning Commission the City Council shall consider the purpose and intent, as well as the letter, of the pertinent provision, and shall affirm, modify, or reverse the Planning Commission or Design Review Board determination or interpretation. The decision of the City Council shall be final. The City Council shall render its decision within 30 days of the hearing of the appeal, except that this time limit may be extended by mutual agreement of the City Council and the applicant.

Additionally, action on the appeal shall be limited to the issues raised in the appeal.

Per SMC 17.455.020(A) - Procedures for Appeals, "The Appeal shall state specifically wherein it is claimed there was an error or abuse of discretion by the Planning Commission or Design Review Board, as the case may be, or wherein their decision is not supported by the evidence in the record. The appeal shall be accompanied by such information as may be required to facilitate review."

Appeal of Planning Commission Decision

An appeal was received on October 17, 2022 from by Zach Imbrogno appealing the Planning Commission's decision (see attachments).

The basis of appeal are:

- 1) The two-year extension of the RV Village is not a Temporary Use
- 2) The Commission may not make the findings necessary to approve a two-year extension as a temporary use;
- 3) The proposed two-year extension is not categorically exempt from CEQA (the California Environmental Quality Act).

Additional information was included in the appeal package and is included in the attachments to this report.

Note, the Appellant's "Appeal and Objection letter" begins with an "Appeal to Planning Commission", however the letter was submitted during the Planning Commission meeting on October 11, 2022 (and via public comment from Mr. Imbrogno), not as an appeal at that time despite the letter's label. The letter was later submitted along with the appropriate appeal form and fee to appeal the Planning Commission's decision, which concurred with the Planning Director / city staff analysis.

ANALYSIS:

As the appeal is limited to the three questions above, staff has provided analysis regarding each element.

Appeal Item 1 - "A two-year extension of the RV Village is not a Temporary Use" and therefore does not qualify for a Temporary Use Permit.

The City Council will need to determine if the Planning Director's classification of the 24-7 recreational vehicle safe parking village as a Temporary Use, and the subsequent affirmation by the Planning Commission's approval, is appropriate interpretation of the Municipal Code SMC 17.430, which defines and regulates temporary uses as follows:

17.430.010 Purpose - Applicability

The purpose of these provisions is to set forth the requirements and procedures for the review of specified temporary uses. The requirement for a temporary use permit shall apply to temporary uses, including contractor storage yards, temporary trailer offices for businesses, and circuses and carnivals and other temporary uses as determined by the Planning Director.

As noted above, the SMC defines "Temporary Use" to mean a non-permanent use on a site, which can be events, but also temporary storage yards, trailers, and similar uses as defined by the Planning Director.

The Appellant argues that "A two year extension is not a temporary use under Zoning Code Section 17.430.010, which defines "temporary uses" as "including contractor storage yards, temporary trailer offices for businesses, and circuses and carnivals and other temporary uses as determined by the Planning Director." It appears the basis for this position is that the temporary uses determinable by the Planning Director should be similar to the other examples listed in Section 17.430.010 and that the appellant feels the RV Village is dissimilar from contractor storage yards, temporary trailer offices for businesses, and circuses and carnivals.

In particular, the appellant/FNS cites *Moore v. California State Board of Accountancy* (1992) 2 Cal.4th 999, 1011-12 to state that when a statute contains a list or catalogue of items, a court should determine the meaning of each by reference to the others, giving preference to an interpretation that uniformly treats items similar in nature and scope. However, unlike *Moore* and the line of cases cited within *Moore*, Section 17.430.010 does not contain a true list or catalogue as the term "other temporary uses" is modified by "as determined by the Planning Director." This imparts discretionary authority onto the Planning Director to determine temporary uses.

The Planning Director has, as provided for in the Municipal Code, determined several other types of uses to be Temporary Uses that are not included in the "list" portion of Section 17.430.010. Temporary residential uses and other longer-term but non-permanent business and community uses have been classified as a 'temporary uses', and therefore subject to a Temporary Use Permit. Two specific examples of this include the recently permitted micro-shelters at Community Church in Sebastopol (permitted in 2021 for a five year time frame as a temporary residential use) and the recently permitted beverage can/bottle redemption center (CRV Center) at 1000 Gravenstein Highway North (permitted for two years). Neither of these is listed specifically in the Municipal Code, however they were similarly classified as Temporary Uses as they are not permanently affixed or altering the sites and are not permanent uses.

In addition, the RV Village is similar to some of the items listed by name in the definition of Temporary Uses. In particular, contractor storage yards and temporary trailer offices for businesses can remain in place for long periods of time (1-3 years). There is also no requirement in the code that a temporary office trailer or storage yard be associated with a future permanent use.

The fact that, according to the appellant's letter, contractor storage yards and temporary trailer offices indicate activities that occur while a permanent development is being completed does not differentiate these uses from the RV Village. The RV Village is also meant to be a temporary residential use, until permanent development of the site (anticipated in 2024) is ready and until a permanent housing solution for Village residents is found. Moreover, there is no indication that storage yards and temporary trailer offices were in fact mentioned in the statute because of their relationship to a permanent offsite development. These temporary structures were included for the rational mentioned in the staff report- because they don't require the construction of any

permanent improvements and because they will exist for a “temporary” period of time, which the City has defined as existing between 6 months and 5 years.

Appeal Item 2 – “The Commission may not make the findings necessary to approve a two-year extension as a temporary use”

This item refers to the required Findings for approval of a Temporary Use in the Municipal Code:

17.430.040 Findings. A temporary use permit 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.

As described in the Planning Commission Staff report, the site’s physical setup has been vetted by City Staff for health and sanitation requirements prior to its initial operations, and SAVS has developed operational rules, which the Planning Commission required to be maintained for the duration of the operations. The Planning Commission also placed the following additional requirements on the use as part of its Use Permit approval:

- 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.
- c) SAVS shall plan for the transition of residents at the end of the program. Reports on this plan shall begin on the 5th quarterly report at the latest.

The Planning Commission deliberated the potential impacts to the neighborhood from the use, and determined that there are multiple factors at issue, most of which are unrelated to the RV Village, whether they are completely tangential or what could be described as ‘overflow’ issues, and reviewed a number of contributing factors that may be related. These include:

- A large number of vacancies at the Redwood Marketplace and the former CVS (CVS is not owned by the Marketplace owners). These vacancies, and issues with the marketplace, have been on-going, and have been issues before the RV Village, with known issues occurring behind and around the alleyways of this site.
- Recent trend within the State of California, and Sonoma County, of a rise in homelessness due to wildfires, COVID, housing market issues, opioid crisis, and a number of other factors.
- The RV Village can be seen as a benefit to the community and general welfare of the persons residing at the site and the City as a whole, in that these individuals are no longer parking on streets, and health and safety issues associated with living in an RV without access to water, electricity, and sewer have been eliminated for these vehicles, and persons who now have access to this, thus reducing harm within the city. If the Village were not in operation, the number of vehicles parking/living on the street would likely increase, along with the associated impacts.

The impacts cited within the letter and intended to be supported by the neighborhood impact report cannot be conclusively linked to the RV Village and its residents. In the Planning Commission’s discussions, which included the Police Chief Ron Nelson in attendance, many of the issues do 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 near the site (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. Clearly the RVs at the Village are not parking on adjoining streets, as they are parked at the site.

Additionally, SAVS noted that any individuals attracted to the RV site in hopes of being able to stay there are informed by SAVS that that is not the case, and that loitering in the area would have the opposite effect in terms of priority for housing at the site based on their policies. SAVS also described a policy of the Village residents being aware of and reporting or contacting individuals who are not behaving appropriately in the area. And, as noted above, the Police Chief recommended, and the Planning Commission approved, an additional condition of approval for enhancing this coordination with SAVS To assist with monitoring the areas outside the Village and reporting to the City's police so they can proactively address in an appropriate way.

Lastly, as discussed in the Planning Commission staff report, 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. Even if some of the impacts of the RV Village discussed within the letter occurred, FNS still does not account for the alternative of closure of the site as discussed in the staff report. Namely, if the SAVS site were closed at this time, there would be additional unhoused individuals in RVs looking for locations to stay.

Appeal Item 3 - The proposed two-year extension is not categorically exempt from CEQA (the California Environmental Quality Act)

The appellant argues that a CEQA Exemption is not appropriate for the use because it is not 'temporary' and because of the community impacts. The issue of it not being temporary is discussed above. The Zoning Ordinance anticipates temporary uses that are longer than six months in the explicit separation between approval of uses less than six months by the Planning Director, and greater than six months by the Planning Commission, thereby clearly anticipating longer term temporary uses. Additionally, CEQA requires that the City look at the potential changes to the environment as compared to existing conditions (the so-called "baseline") to determine whether the changes will have any environmental impact. Here, the existing physical conditions on the site includes an operational RV Village. The request to extend the time the RV Village may operate on the site does not include any physical modification of the site. Therefore, the only "change" from existing conditions is that the RV Village will continue to operate for two more years. The City is unaware of any evidence, and the appellant has not presented any evidence, that the operation of the RV Village will have any impacts on the environment. As such, the Temporary Use Permit is covered by the common sense exemption where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (CEQA Guidelines, § 15061(b)(3).)

In addition, the Temporary Use Permit is exempt under CEQA Guidelines section 15301 "Existing Facilities" which covers the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." The Temporary Use Permit involves only the operation and permitting of the existing RV Village and does not expand the existing use of the RV Village. As such, the Temporary Use Permit for the RV Village is exempt from CEQA review under section 15301 of the CEQA Guidelines. The temporary use is also 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.

GOALS AND GENERAL PLAN CONSISTENCY:

This action supports the following **City Council Goals**:

Goal 9 - Enhance housing opportunities in Sebastopol and, when possible, provide assistance to housing projects.

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).

The proposed Temporary Use is consistent with the City's General Plan Land Use (General Commercial, which allows affordable housing, homeless shelters, and similar residential uses as a Permitted Use, and also allows Temporary Uses with a Temporary Use Permit), 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.

PUBLIC COMMENT:

Public Comments received for the Planning Commission meeting and received as of the writing of this staff report, are included in the Attachments. Staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

None, this is a private non-profit organization operates the Village.

RECOMMENDATION:

Adopt the draft Resolution, which would deny the appeal and uphold the Planning Commission's approval of the project, subject to the Findings of fact in the Resolution, and subject to the Exhibit A, Village Operating Conditions, and Exhibit B, Specific Conditions of Approval, and Exhibit C, Standard Conditions of Approval.

Alternatively, the Council may modify the Conditions of Approval in conjunction with the above.

Exhibits:

Draft City Council Resolution and Exhibits

Attachments:

1. Appeal from Zackary Imbrogno and Friends of Northwest Sebastopol
2. SAVS application documents
3. Planning Commission Resolution and approval exhibits
4. Planning Commission Report and Minutes
5. Temporary Use Permits ordinance
6. Public comments (including comments received for the Planning Commission hearing)

RESOLUTION NUMBER: -2022

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL DENYING AN APPEAL
FROM ZACKARY IMBROGNO / FRIENDS OF NORTHWEST SEBASTOPOL (PL 2022-088)
AND UPHOLDING THE PLANNING COMMISSION APPROVAL OF
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 (File PL 2022-73); 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 of more than six months 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, on October 11, 2022 the Planning Commission conducted a duly noticed 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 unanimously approved adopted Planning Commission Resolution 22-07 confirming the CEQA exemption and adopting Findings for Approval and Conditions of Approval; and

WHEREAS, an appeal was received on October 17 from Zackary Imbrogno, President, Friends of Northwest Sebastopol, and Friends of Northwest Sebastopol, appealing the Planning Commission's decision on the basis that: 1) a two-year extension of the RV Village is not a Temporary Use; 2) the Commission may not make the findings necessary to approve a two-year extension as a temporary use; 3) the proposed two-year extension is not categorically exempt from CEQA (the California Environmental Quality Act) (File PL 2022-88); and

WHEREAS, the City Council conducted a duly noticed public hearing on November 15, 2022 to consider the Appeal of Zack Imbrogno, President, Friends of Northwest Sebastopol of the Planning Commission's approval of 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, in which it considered the written and oral staff report, presentations from the Appellant and the Applicant, heard public testimony, duly deliberated the

appeal.

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 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, as the Temporary Use Permit involves only the operation and permitting of the existing RV Village and does not expand the existing use of the RV Village; and

WHEREAS, the City Council finds that the Temporary Use Permit is exempt under CEQA Guidelines Section 15301 "Existing Facilities" which covers the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use."

WHEREAS, as there are no physical changes to the environment proposed by the Project, the City Council finds that the Project is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines, § 15061(b)(3), which exempts Projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment;

WHEREAS, the City Council finds that the Project 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. And,

WHEREAS, the City Council finds the use, a temporary residential use for a 24-7 safe parking for RV (Recreational Vehicles), and the proposed two-year limited time frame is a temporary use consistent with the Zoning Ordinance, Section 17.430 – Temporary Use Permits, and therefore eligible for the granting of a Temporary Use permit; and

WHEREAS, the City Council finds that 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 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 to ensure transition of the residents of the site once the use ends; and

WHEREAS, the City Council finds that, based on the above findings of fact, the granting of the Temporary Use Permit 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; and

WHEREAS, the City Council 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, BE IT RESOLVED that the City of Sebastopol City Council hereby adopts a **Resolution denying the appeal and upholding the Planning Commission's approval**, 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, by the following vote:

VOTE:

Ayes:

Noes:

Abstain:

Absent:

APPROVED: _____
Mayor Patrick Slayter

ATTEST: _____
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____
Larry McLaughlin, City Attorney



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.

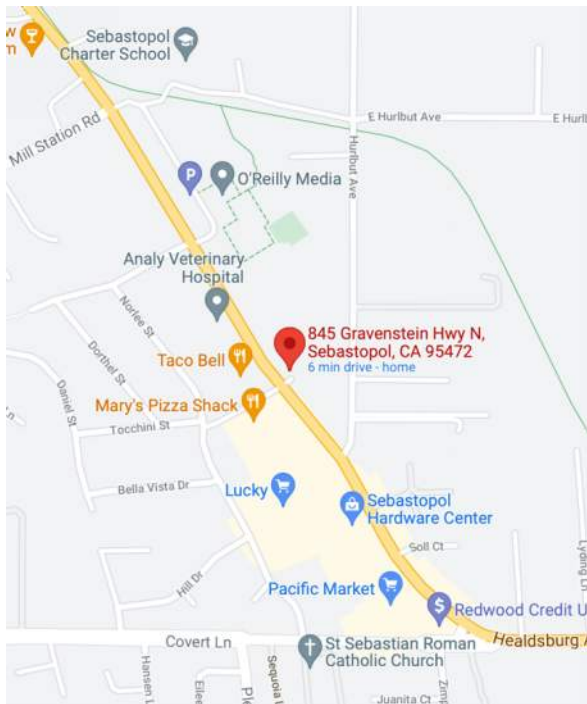
2. Police: SAVS will coordinate with the Sebastopol Police Department if a resident refuses to leave after they are required to leave, temporarily or permanently. SAVS will be prepared to treat any refusal to leave as a criminal trespass.
3. Imminent Threat to Others: SAVS will notify the Police Department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

EXHIBIT B
FINAL 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.
 - c) SAVS shall plan for the transition of residents at the end of the program. Reports on this plan shall begin on the 5th quarterly report at the latest.
2. This use is authorized to continue for two years commencing January 1, 2023 and ending December 31, 2024. This use is an interim use only, and shall not be allowed to be a permanent use on the site.
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. 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.
6. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.
7. 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.

END OF STANDARD CONDITIONS OF APPROVAL

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: 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've 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: [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 scrabbling 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)

EXHIBIT B
FINAL 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.
 - c) SAVS shall plan for the transition of residents at the end of the program. Reports on this plan shall begin on the 5th quarterly report at the latest.
2. This use is authorized to continue for two years commencing January 1, 2023 and ending December 31, 2024. This use is an interim use only, and shall not be allowed to be a permanent use on the site.
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. 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.
6. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.
7. 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.

END OF STANDARD CONDITIONS OF APPROVAL



City of Sebastopol

APPEAL FORM

Date: 10-17-22
* Filing Fee Paid: _____
File #: _____

To: (check one):

- PLANNING COMMISSION (limited to the appeal of staff determination not involving design matters or Planning Director Use Permit decision)
- DESIGN REVIEW BOARD (limited to the appeal of staff determination on design matters)
- TREE BOARD (limited to the appeal of staff determination on tree removals)
- CITY COUNCIL (all other appeals)

FROM: Zachary Imbrogno, President, Friends of Northwest Sebastopol
(Please print your name)

SUBJECT:

I wish to appeal the action of: (check one):

- CITY STAFF (please give name or title) _____
- PLANNING DIRECTOR PUBLIC HEARING
- TREE BOARD
- DESIGN REVIEW BOARD
- PLANNING COMMISSION

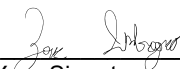
Taken or made on 10-11-22 with regards to agenda item 5, a 2 year temporary use permit for SAVS RV encampment
(Date of action or decision) (Name of use, applicant, project or other description of item you are appealing)

I ask that the decision or determination made above be reversed and/or modified, and that the original application be:
(Check one): granted denied modified


The reason(s) that my appeal should be granted by the Board, Commission, or Council named above are set forth below: or, are attached.

I understand that there is a filing fee for appeal, whether the appeal is from a Staff Determination, Design Review Board Decision, or Planning Commission Decision, and that the fee must be paid on the date that the appeal is submitted. Appeals must be submitted within 7 calendar days from the day of the original staff determination, or of the Board/Commission action. (The date of the decision is not included in the calculation of 7 days.)*



You will be notified by mail of the date of the Board, Commission or City Council hearing on review of your appeal. All interested persons will be entitled to attend the meeting and be heard.



Your Signature Zachary Imbrogno, President,
Friends of Northwest Sebastopol
Print Name

 Sebastopol, CA 95472

Your Mailing Address

Your Phone Number Your Email Address

* If a staff determination was mailed to you, and a public meeting has not been held, the appeal must be submitted within seven (7) days of the mailing of the letter.

October 11, 2022

City of Sebastopol
Planning Department
Attn.: Kari Svanstrom, Director
Planning Commission
7120 Bodega Avenue
Sebastopol CA 95472

by email to kvanstrom@cityofsebastopol.org

Re: October 11, 2022, Planning Commission Meeting, Agenda Item 5a
Appeal under Zoning Code § 17.455.020.A.1

Dear Director Svanstrom, Chair Fritz, and Members of the Planning Commission,

Appeal to Planning Commission

This letter objects to and appeals all “determinations and interpretations” by the Planning Director contained in the City of Sebastopol Planning Commission Staff Report for Meeting Date October 11, 2022, Agenda Item 5A, File Number 2022-073. See Sebastopol Zoning Code § 17.455.20.A.1.

Under the Zoning Code, the Commission is required to hold a hearing on this appeal within no fewer than five days from the date of this letter. Based on this appeal, it is submitted that the Commission should defer action on the agenda item until the appeal has been resolved.

The specific determinations and interpretations appealed include that the proposed two-year extension of the SAVS RV encampment is a temporary use, and that the RV encampment is a homeless shelter, a “temporary residential use, and/or a temporary care unit. The basis for the appeal is included in the following comments and the accompanying impact report.

Objections and Comments on Agenda Item 5A

These comments also serve as comments directly to the Planning Commission on the proposed agenda item 5A at the October 11, 2022, Planning Commission hearing.

The Two-Year Extension is Not A Temporary Use

The proposed two-year extension of the RV encampment is not a temporary use under Zoning Code section 17.430.010. That section defines “temporary uses” as “including contractor storage yards, temporary trailer offices for businesses, and circuses and carnivals and other temporary uses as determined by the Planning Director.” The staff report argues that the two year extension is a temporary use because it does not require the construction of any permanent improvements, but that is not the standard for identifying whether a use is

temporary. That standard is whether it is a “contractor storage yard, trailer office for a business, a circus or carnival, or other temporary use.” When a statute or regulation lists a number of specific examples and then concludes with a catch all phrase, that catch all phrase is limited to items that are similar in nature to the specific examples. (*Moore v. California State Board of Accountancy* (1992) 2 Cal.4th 999, 1011-12 [collecting cases]) Contractor storage yards and temporary trailer offices for businesses indicate activities that occur while a permanent development is being completed *elsewhere*, while circuses and carnivals are clearly transient events that occupy otherwise vacant lots for some period of time and then move on. So “other temporary uses” would have to fall into one of those two categories. The RV encampment is not an ancillary support activity that allows the completion of a permanent improvement somewhere else. Instead, it is the main and only proposed use of the property. It therefore is not an “other temporary use” in the same category as contractor yards or office trailers. To say it is like this type of temporary use, one would have to imagine office workers or sales staff conducting business in the middle of a construction site with the construction of their eventual office space going on all around them. Not only is that nonsensical, but the City would never allow it, for all of the same zoning, safety, and public health reasons that it may not permit the extension of the SAVS RV encampment.

Nor is the RV encampment an “other temporary use” of the type illustrates by circuses and carnivals, which (whatever other virtues they may have) pack up and leave when their performances are finished. Life may imitate art, but the SAVS RV encampment may not be reasonable understood to be a performance event like a circus or carnival.

The Commission May Not Make the Findings Necessary To Approve A Two Year Extension As A Temporary Use

Nor may the Planning Commission make the findings necessary under Zoning Code section 17.430.040, that a two-year extension of the SAVS RV encampment will not be an “establishment, maintenance, or operation that will, 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 the encampment, or be detrimental or injurious to property and improvements in the neighborhood.

The staff report concedes that the encampment is characterized by surrounding incidences of illegal RV parking in the neighborhood, littering, shoplifting, and other petty crimes. The City’s record should also reflect documented incidences of fires on the site, human excrement on the sidewalk in front of the site (which sidewalk is a path for school children to walk to a nearby school), and noise in violation of City ordinances and SAVS own supposed noise rules.

The staff report fails to acknowledge that these neighborhood impacts began with the occupation of the site, and reflect activity by residents of the encampment or others who have been attracted to the neighborhood. The accompanying impact report documents events at the site over the past year, and shows that the impacts acknowledged in the staff report, plus others

that the report does not disclose, are caused directly or indirectly by the SAVS RV encampment, the services it provides, and/or its residents.

For all of these reasons, the Commission may not find that the extension would not be detrimental to the health, safety, comfort and/or general welfare of the persons residing or working in the neighborhood.

The Proposed Two-Year Extension Is Not Categorically Exempt From CEQA

For the same reasons, the City may not avail itself of a categorical exemption under CEQA. The proposed use is not temporary under the Zoning Code, and is certainly not temporary under any proper application of CEQA. Common sense and the accompanying impact report show that the RV park has significant impacts on the neighborhood, as documented in the impact report, and that these impacts have not been analyzed by the City or mitigated by the applicant.

The RV Encampment is Not a Homeless Shelter, Temporary Care Unit, or “Temporary Residential Use”

Nor is the RV encampment a homeless shelter, temporary care unit, or “temporary residential use” (a term apparently undefined in the Zoning Code according to the staff report). Two legal briefs are attached which cover these topics in great detail in Sections V.A. (February 10, 2022 Memorandum) and II.C. (April 20, 2022 Reply Brief), demonstrating that the Planning Director’s “determinations and interpretations” on these points are incorrect and not entitled to any deference.

There is no such category as a “temporary residential use” allowed under the Zoning Code, as conceded by the staff report.

Conclusion

For all of the foregoing reasons, it is urged that the Planning Commission reject the Planning Director’s determinations and interpretations of the Zoning Code as discussed above and reject the application for a two-year extension under Agenda Item 5A.

Sincerely,

Zack Imbrogno

President

Friends of Northwest Sebastopol

Impact Report

(Feb-Sept 2022)

Mid-late February

The RV encampment begins to be occupied without a formal opening date. Heavy construction occurs even as lived-in vehicles arrive. There is no electricity or running water.

March - May

Dumping of trash begins in the parking lot across from the RV encampment. Occasional solo campers begin to appear outdoors. RVs (see the black one that moved up from Morris street) and vans begin to stay weeks on end and trash/shopping carts begin to pile up. Neighbors report panhandling by transients and a grocery store employee is spit on.



People sleeping outside in the lot becomes an everyday event. Police respond to shoplifting.



We find out from Fire Chief Braga that the promised “fire inspection before opening” has not been performed for safety of the site and surrounding areas. This is finally done at our request in May.

Some vehicles like the red van are from out of state (Idaho) and appear to be gravitating toward the area. The Mary’s Pizza and Burger King in the shopping center close within a month.

June - July

With Mary's Pizza closing and no one to stop loitering, multiple people now sleep in the parking lot across from the RV encampment every night. A dozen homeowners that back up to the shopping center have complained of hearing very loud noise at night from the lot. A neighbor has had gas stolen twice from a vehicle in their driveway.

It becomes clear that some vehicles that occupy the parking lot are connected to the RV encampment. The man pictured below walked from the blue pickup truck (parked long term next to black RV) with belongings and is seen entering the RV encampment (Jun 1).



On June 11 a man verbally assaults a woman after she jumps out of his car (see below image and video link). https://youtube.com/shorts/zhSn00ck_Y?feature=share

On June 15 he is seen again as two people from the RV village come out and talk to him about why "someone was kicked out."



Multiple transients congregate outside the closed Mary's Pizza location effectively establishing a new encampment in the lot. Campers are also reported sleeping behind the O'Reilly Media building at 1005 Gravenstein Hwy N.

August - September

Neighbors report more disturbances in and around the neighborhood, including one woman who came home in tears after being harrassed/panhandled trying to re-enter the neighborhood from the parking lot. The entrance is frequently blocked by campers and their trash which overflows from the Redwood Marketplace's dumpsters.

Neighbors report being afraid to walk through the sidewalk (off Tocchini) leading to the Redwood Marketplace and Exchange Bank entrances where lived-in vehicles and campers set up overnight and sometimes mid-day (see below). People walking dogs encounter transients with dogs off leash. Drug deals in Exchange Bank parking lot.



October - Present

We continue to document camping, noise, trash, and waste in the area directly across and adjacent to the RV camp. There is also hard drug use occurring, such as in the vehicle pictured. The burnt foil was found in the afternoon of the same day. The man in the back of the Toyota (in orange) was later seen taking items from a female (not present earlier) and heading inside the RV camp.



A local winemaker captured video of someone urinating and defecating on his property. Graffiti appears on a building at the Redwood Marketplace. On October 12th, employees chased a shoplifter out of Sebastopol Hardware.





A discarded chair sits curbside outside the RV camp.

X's mark local encampments documented on the Northwest side of town.

Google Maps

<https://www.google.com/maps/@38.4100701,-122.8413159>



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6 Attorneys for Petitioner FRIENDS OF NORTHWEST SEBASTOPOL

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 CITY AND COUNTY OF SONOMA

10 FRIENDS OF NORTHWEST SEBASTOPOL, a
11 California nonprofit mutual benefit corporation,

12 Petitioner,

13 v.

14 CITY OF SEBASTOPOL, acting by and through
15 the Sebastopol City Council,

16 Respondent.

17 SONOMA APPLIED VILLAGES SERVICES, a
18 California nonprofit mutual benefit corporation;
19 and ST. VINCENT DE PAUL DISTRICT
20 COUNCIL OF SONOMA COUNTY,
INCORPORATED, a California nonprofit mutual
benefit corporation,

21 Real Parties in Interest.

Case No. SCV-270053

MEMORANDUM IN SUPPORT OF MOTION
FOR JUDGMENT ON THE WRIT OF
MANDAMUS

Date: 4/20/22
Time: 3:00
Courtroom: 17

Accompanying Papers:
Notice of Motion and Motion for Writ of
Mandamus
Declaration of Peter S. Prows

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I. INTRODUCTION

The City of Sebastopol rushed through approval of a large RV encampment on a private lot, formerly used as a gas service station, even though the Sebastopol Zoning Code flatly forbids RV encampments without a use permit or a variance—which were not granted. Sebastopol did not try to justify its failure to follow the law. Petitioner Friends of Northwest Sebastopol, a nonprofit, is concerned about the harm this illegal project is likely to have on the local community.

In rushing to approve this illegal RV encampment, Sebastopol passed over multiple City-owned sites where the encampment could have been sited without any Zoning Code restrictions or other requirements, and another site where the City had issued, or was prepared to issue, use permits that might have lawfully allowed the RV encampment.

A writ of mandamus should issue commanding the City to set aside its decision or require that real parties obtain a use permit or variance—or else abandon the RV project. A writ will help Sebastopol focus on alternative sites where this encampment may be legally sited.

II. BACKGROUND

A. The State Streamlines RV Encampments On City-Owned Or Leased Properties, But Not Other Properties

The Sebastopol Zoning Code, comprising Title 17 of the Sebastopol Municipal Code,¹ contains strict restrictions on RVs in the City.² The Zoning Code flatly forbids living or working in recreational vehicles anywhere within the City limits. (Sebastopol Municipal Code § 17.100.070(C)(4) (“Recreational vehicles may be stored on properties if placement conforms to applicable setback requirements, but shall not be occupied or used for residential, commercial, industrial, or other purposes”); *see id.* § 17.04.080 (“...no uses shall be established, substituted, expanded, constructed, altered, moved, or otherwise changed ... except in conformity with the Zoning Code”).)

¹ Those chapters of Title 17 of the Zoning Code containing the sections cited in this brief are attached, for the Court’s convenience, as Exhibit 2 to the Declaration of Peter Prows.

² A recreational vehicle (“RV”) is a motor home, travel trailer, truck camper, or camping trailer designed for human habitation. (Sebastopol Municipal Code § 17.08.119.)

1 The Zoning Code does allow “temporary care unit”, which can include RVs (Zoning Code §
 2 17.08.060), to be established in a “residential district” (§ 17.225.020)—but any temporary care unit
 3 “requires a temporary use permit” (§ 17.225.020(A).) Such units are also limited to one per parcel.
 4 (Zoning Code § 17.225.020(B)) “[T]he relaxation of any substantive provision of the zoning
 5 regulations”—such as allowing residential use of RVs without a use permit—requires a variance.
 6 (See Sebastopol Municipal Code §§ 17.420.010 *et seq.* (prescribing the variance procedure) “the
 7 procedure for the relaxation of any substantive provision of the zoning regulations ...”).) These
 8 particular requirements governing RVs control over any more general provisions of the Zoning
 9 Code. (See *id.* § 17.08.020(A) (“The particular shall control the general.”).)

10 Government Code section 8698.4 exempts “safe parking” projects for the homeless on “a
 11 parking lot owned or leased by a city” (para. (c)(1)) with a declared homeless emergency, from “any
 12 ... zoning ... laws” (para. (a)(2)(A)(ii)) and from CEQA (para. (a)(4)). Sebastopol has declared a
 13 homeless emergency. (Partial Administrative Record (“PAR”)³ at 133 (approving resolution
 14 proclaiming the existence of a local homeless emergency in Sebastopol).)

15 Sebastopol could have relied on this exemption to approve an RV encampment on city-
 16 owned or leased property without concern for restrictions in its Zoning Code. But this Government
 17 Code section does not provide any exemptions for RV encampments on property not owned or
 18 leased by a city.

19 **B. Sebastopol Passes Over Several Potential City-Owned Sites For The RV**
 20 **Encampment**

21 The RV encampment at issue is currently located on City property on Morris Street in
 22 Sebastopol. (PAR at 5 (referring to “the relocation of the RVs on Morris Street”).) Because those
 23 RVs are located on City-owned property, they are exempt from the Zoning Code prohibition on
 24 living in RVs and from any need for CEQA review to allow those RVs to stay. Yet Sebastopol
 25 decided to “clear[] Morris Street”. (PAR at 141.)

27 ³ The partial administrative record was previously lodged with the Court. It is attached again, and
 28 authenticated, as Exhibit 1 to the declaration of Peter Prows, for the Court’s convenience. (See
 discussion of administrative record in Section IV below.)

1 Sebastopol also considered using a City-owned “Public Works Storage” yard for the RV
 2 encampment. (PAR at 8.) “The viability of the [Public Works] Storage Yard has been fully
 3 explored, with largely positive results”—except for the \$130,000-\$290,000 costs required. (PAR at
 4 6-7.) As City-owned property, the Public Works Storage Yard site would also have been exempt
 5 from the Zoning Code RV prohibition and from CEQA. Yet Sebastopol rejected this “largely
 6 positive” location as well. (PAR at 95.)

7 Sebastopol has also gone through a normal use permit process, via the Planning Commission,
 8 for homeless-shelter projects at a community church. (PAR at 101.) But Sebastopol did not grant a
 9 use permit or involve the Planning Commission for the RV encampment here. (*Id.*)

10 **C. Sebastopol Decides To Approve The RV Encampment For Private Property**
 11 **At 845 Gravenstein**

12 Through at least November 17, 2021, Sebastopol had been planning to move the Morris
 13 Street RV encampment to the City-owned Public Works Storage yard. (PAR at 85.) On November
 14 18, Sebastopol staff began exploring moving the RV encampment to 845 Gravenstein Highway
 15 North in northwest Sebastopol. (*Id.*)

16 845 Gravenstein is the site of an abandoned former propane gas service station (PAR at 66
 17 (street-level photo of property, with abandoned AmeriGas building visible)), and is within a quarter
 18 mile of a charter school (PAR at 109). It is zoned general commercial. (PAR at 100.) Former
 19 propane distribution sites raise obvious concerns for public health. Although there are unresolved
 20 “environmental issues” with the site (PAR at 118), there is no evidence this site had ever been
 21 cleaned up. There are sufficient environmental concerns about the site for St. Vincent’s to have
 22 commissioned a “phase one” environmental site assessment⁴, but as of the date of the City’s decision
 23 that assessment had not been completed (PAR at 123).

24 After sitting unsold for almost 300 days (PAR at 118), on November 24, 2021, Real Party in
 25 Interest St. Vincent entered escrow to purchase 845 Gravenstein (PAR at 85).

26 _____
 27 ⁴ A “Phase One” environmental site assessment “is a report prepared for a real estate holding that
 28 identifies potential or existing environmental contamination liabilities”.
 (https://en.wikipedia.org/wiki/Phase_I_environmental_site_assessment)

1 Six days later, on November 30, the Sebastopol City Council first considered moving the RV
 2 encampment at Morris Street to 845 Gravenstein, in an arrangement by which Real Party in Interest
 3 Sonoma Applied Villages Services (“SAVS”) would lease the property from St. Vincent for the RV
 4 encampment. (*Id.*) The Sebastopol Planning Commission did not review the project first. (*Id.*)

5 When there’s a “land use issue”, Sebastopol must give notice to all property owners near the
 6 site, but Sebastopol did not give notice of this project to property owners nearby to 845 Gravenstein,
 7 including members of Friends. (PAR at 95 (City Manager/City Attorney admitting that “[t]hat
 8 notice was not given”); Amended Verified Petition For Writ Of Mandate ¶ 7.) The agenda for the
 9 November 30 City Council meeting incorrectly stated that the City Council would be considering
 10 “City Owned Property” for the encampment. (PAR at 1.) The agenda did not include the statement
 11 that Government Code section 65009(b)(2) requires to be included if the City wishes to defend its
 12 action based on failure to exhaust, and says nothing about CEQA or any intent by the City to rely on
 13 a CEQA exemption. (*Id.*)

14 The public commenters, who despite the lack of formal notice had managed to hear about the
 15 project by word-of-mouth, were overwhelmingly opposed to the project. (PAR at 105-120.) Those
 16 public commenters included several current members of Friends, who objected to the lack of
 17 adequate notice and the adverse impacts that the proposed RV encampment would have on their
 18 homes, neighborhood, businesses, and school children. (Amended Verified Petition ¶ 24.)

19 Despite this opposition, the City Council passed a motion (Minute Order Number 2021-299)
 20 to “approve ... the use of 845 Gravenstein Highway North as a site for the temporary RV village”.
 21 (PAR at 138.) In a separate motion (also denominated Minute Order Number 2021-299), the City
 22 Council also approved execution of a memorandum of understanding between the City and SAVS,
 23 which would obligated the City to grant money to SAVS each month to meet its lease payments.
 24 (PAR at 140.) The City Council did not consider or approve any variance or exemption from the
 25 Zoning Code’s ban on living in RVs, because some of the Councilmembers (erroneously) considered
 26 an RV encampment to be an already “permitted” use. (PAR at 101 (“it is a permitted use in our
 27
 28

1 zoning ordinance for this zone”).) The Council also made no CEQA findings or determination
 2 whether a CEQA exemption applied. (*See* PAR at 138-140 (no CEQA determination).)⁵

3 At the same hearing, the Council also resolved to “prohibit[] RVs from moving into [845
 4 Gravenstein]” until the RV parking concerns at Morris Street are “addressed and resolved” per
 5 modifications of the City’s parking rules. (PAR 141-142.) Sebastopol has not yet adopted any
 6 changes to its parking rules.

7 This suit timely followed.

8 **III. AUTHORITY TO ISSUE A WRIT**

9 CCP § 1094.5 compels a court to “set aside” (para. (f)) agency action, and authorizes the
 10 court to “enjoin[]” the agency (para. (f)), if the agency has committed “any prejudicial abuse of
 11 discretion” (para. (b)). “Abuse of discretion is established if the respondent has not proceeded in the
 12 manner required by law”. (*Id.* para. (b).)

13 The City maintains that administrative mandamus is not available because, despite passing a
 14 motion to “approve” the RV encampment (PAR 138), it is a “fallacy” that the City actually
 15 “approved” the encampment. (Opposition To Petitioner’s Ex Parte Application (filed February 1,
 16 2022) at 13:9-10.) If administrative mandamus is not available, then traditional mandamus lies to
 17 compel the City to require a variance or use permit for the RV encampment. A writ of mandate will
 18 lie to “compel the performance of an act which the law specially enjoins, as a duty resulting from an
 19 office, trust or station,” (CCP § 1085) “where there is not a plain, speedy, and adequate remedy, in
 20 the ordinary course of law.” (CCP § 1086.) Mandamus is proper to compel a city to comply with
 21 applicable local ordinances. (*Citizens for Amending Proposition L v. City of Pomona* (2018) 28
 22

23 ⁵ A few days later, City staff report filing a “Notice of Exemption” with the County. (Declaration of
 24 Kari Svanstrom (filed February 1, 2022), Exhibit 2.) If that notice was effective, its filing might
 25 render any CEQA challenges to the approval untimely. (*See* Public Resources Code § 21167(d).)
 26 That statute of limitations requires that the “public agency has ... determined that a project is not
 27 subject to [CEQA].” (*Id.*) Here, the Council never made any CEQA determinations: CEQA is not
 28 mentioned in any of Council’s motions. Because the Council never determined that the project is
 not subject to CEQA, staff’s filing of the notice of exemption is likely ineffective to trigger the
 statute of limitations. To simplify this action, however, Petitioner has dropped its CEQA claim. Of
 course, if the Court agrees that a use permit or variance is required for this RV encampment, the City
 would need to do CEQA before granting those approvals in the future.

1 Cal.App.5th 1159, 1185–1187.) “[T]he judicial inquiry in an ordinary mandamus proceeding
 2 addresses whether the public entity’s action was arbitrary, capricious or entirely without evidentiary
 3 support, and whether it failed to conform to procedures required by law.” (*People for Ethical*
 4 *Operation of Prosecutors and Law Enforcement v. Spitzer* (2020) 53 Cal.App.5th 391, 407, internal
 5 quotation marks and citation marks omitted.) When a city fails to require a necessary permit before
 6 allowing a project to proceed, mandamus will lie to enforce the city’s duty to require the permit.
 7 (*Coalition for Clean Air v. City of Visalia* (2012) 209 Cal.App.4th 408, 412 (“we conclude plaintiffs’
 8 allegations that no building permits may be issued for the project without a planned development
 9 permit identifies a ministerial duty that City owes the public and that may be enforced by writ of
 10 mandate”).)

11 Here, Sebastopol did not proceed in the manner required by law, and prejudicially abused its
 12 discretion, or failed to comply with applicable local ordinances, when it rushed to approve the RV
 13 encampment for 845 Gravenstein, even though the Zoning Code prohibits living in RVs and no
 14 variance or use permit was applied for or issued.

15 IV. A NOTICED MOTION IS THE PROPER PROCEDURE

16 Writ actions, whether in traditional or administrative mandamus, are “in the nature of a law
 17 and motion hearing”, brought to trial through a “noticed motion, styled as a motion for judgment on
 18 the writ”. (California Practice Guide: Administrative Law Ch. 20-E, §§ 20:230-20:231 (citing CCP
 19 § 1094).) Petitioner properly brings this motion for judgment on the writ.

20 Evidence in administrative mandamus may properly be presented through petitioner’s
 21 preparation and submission of a partial administrative record, especially where, as here, there is no
 22 claim challenging the sufficiency of the evidence supporting the agency’s decision. (*See Elizabeth*
 23 *D. v. Zolin* (1993) 21 Cal.App.4th 347, 355 (“[a] partial record of an administrative proceeding is
 24 sufficient for the purposes of section 1094.5[a] if it provides the reviewing court a basis for the
 25 affirmance or reversal of the ... decision, and establishes where in the proceedings the administrative
 26 body proceeded in excess of its jurisdiction, or denied a fair hearing or abused its discretion”).)
 27 Petitioner has previously lodged a partial administrative record, and has attached and authenticated it
 28 again, for the Court’s convenience, as Exhibit 1 to the declaration of Peter Prows.

1 In traditional mandamus, “the trial court has broad discretion to decide a case on the basis of
 2 declarations and other documents rather than live, oral testimony.” (*California School Employees*
 3 *Ass’n v. Del Norte County Unified School District* (1992) 2 Cal.App.4th 1396, 1405.) The Court can
 4 grant the writ on the basis of the declaration of Peter Prows and the administrative record documents
 5 attached to it, the verified amended petition, plus whatever evidence the other parties submit in
 6 opposition.

7 **V. ADMINISTRATIVE MANDAMUS (CCP § 1094.5(B)): SEBASTOPOL**
 8 **PREJUDICIAALLY ABUSED ITS DISCRETION IN APPROVING**
 9 **THE ILLEGAL RV ENCAMPMENT (COUNTS 1-3)**

10 **A. The City’s Approval Of The RV Encampment Violates The Zoning Code’s Ban**
On Living In RVs (First Count)

11 The first count in the petition alleges an abuse of discretion because the City approved the
 12 RV encampment despite the Zoning Code’s prohibition on residential use of RVs. Sebastopol
 13 approved an RV encampment at 845 Gravenstein, intended to be “primary residences”, without any
 14 variances. (See Section II.C above.) Yet the Sebastopol Zoning Code forbids living or working in
 15 recreational vehicles anywhere within the City limits:

16 *C. Restrictions on Certain Uses.*

17 [...]

18 4. Recreational vehicles may be stored on properties if placement
 19 conforms to applicable setback requirements, but shall not be occupied
 20 or used for residential, commercial, industrial, or other purposes.

21 (Sebastopol Municipal Code § 17.100.070(C)(4) (underlining added).) This particular prohibition
 22 controls over any more general provisions of the Zoning Code. (*See id.* § 17.08.020(A) (“The
 23 particular shall control the general.”).)

24 This prohibition is to “apply throughout Sebastopol”. (*Id.* § 17.100.010.) “Except as
 25 otherwise allowed by the Zoning Code, no uses shall be established, substituted, expanded,
 26 constructed, altered, moved, or otherwise changed” (*See id.* § 17.04.080.) “Zoning consistency
 27 shall be required for all ... structures hereinafter erected, constructed, repaired or moved ... , and for
 28 the use of vacant land or for a change in the character of the use of land, within any district
 established by this code.” (*Id.* § 17.400.060.) Because Sebastopol approved an RV encampment

1 even though the Zoning Code bans RV encampments in Sebastopol, Sebastopol abused its discretion
2 by not complying with the law. This case is as simple as that.

3 The City Council’s approval of the RV encampment cannot reasonably be characterized as
4 the approval of a variance from the Zoning Code prohibition on living on RVs. (*See* Sebastopol
5 Municipal Code §§ 17.420.010 *et seq.* (prescribing “the procedure for the relaxation of any
6 substantive provision of the zoning regulations ...”).) The City Council nowhere characterized its
7 decision as a variance. Nor could it have: variances are decided by the Planning Commission. (*Id.*
8 § 17.420.030; *see id.* Table 17.400-1 (variance decisions made by the Planning Commission).)

9 The City has asserted that RV encampments may be allowed as a “temporary care unit.”
10 (Declaration of Kari Svanstrom (filed February 1, 2022) ¶ 10.) The City is wrong. The Zoning
11 Code does allow “temporary care unit”, which can include one RV (Zoning Code § 17.08.060), to be
12 established in a “residential district” (§ 17.225.020). But 845 Gravenstein is not in a residential
13 district: it is zoned general commercial. (PAR at 100.) Regardless, any temporary care unit
14 “requires a temporary use permit” and is limited to one per parcel. (Zoning Code § 17.225.020(A).)
15 Yet the City approved the RV encampment without any use permit.

16 The City Councilmembers who viewed an RV encampment to be a “permitted” use were just
17 wrong. The Zoning Code flatly bans residential use of RVs. (Sebastopol Municipal Code §
18 17.100.070(C)(4).) This particular prohibition controls over any more general provisions of the
19 Zoning Code. (*See id.* § 17.08.020(A) (“The particular shall control the general.”) .) For example,
20 while the Zoning Code generally permits a “homeless shelter” on properties zoned “General
21 Commercial” (Zoning Code Table 17.25-1), that general permission does not override the particular
22 prohibition on residential use of RVs. So while a traditional full-service homeless shelter facility,
23 where individual rooms for people are all under the same roof, would be permitted, an RV
24 encampment for the homeless is prohibited. (*See also* Sebastopol Municipal Code § 17.08.100
25 (defining “Homeless shelter” to include a “facility” with “individual rooms”, but excluding any
26 facility with “individual dwelling units”).) An RV encampment at 845 Gravenstein is not permitted.

27 The City insists its “ministerial” decision that the RV encampment is a permitted use
28 (Opposition To Petitioner’s Ex Parte Application [etc.] (filed February 1, 2022) at 18:27-28) should

1 be entitled to some kind of deference (*id.* at 17). But “ministerial ... actions do not merit such
 2 deference”, and are reviewed according to the Court’s “independent judgment”. (*Yamaha Corp. of*
 3 *America v. State Bd. of Equalization* (1998) 19 Cal.4th 1, 7.) Nor is there any good reason to defer
 4 to the City’s interpretation here. Its interpretation cannot be reconciled with the plain text of the
 5 Zoning Code, which flatly forbids residential use of RVs without a variance or (in a residential
 6 district) a use permit. And that interpretation was hardly the result of the City’s considered
 7 interpretation of its Code: its interpretation was slapped together literally overnight between
 8 November 17, when the City was still considering the Public Works Storage facility (which is
 9 exempt from Zoning Code restrictions), and November 18, when staff became aware of 845
 10 Gravenstein. (See Declaration of Kari Svanstrom (filed February 1, 2022), Ex. 1 (November 18
 11 memorandum from staff re: “Zoning Analysis for 845 Gravenstein Hwy N”).) The City’s rushed
 12 interpretation, which cannot be squared with the plain text of the Zoning Code that flatly forbids
 13 residential use of RVs, is owed no deference.

14 Sebastopol abused its discretion in approving an RV encampment over the Zoning Code’s
 15 flat prohibition on RV encampments.

16 **B. Sebastopol’s Approval Violated Its Permitting Procedures (Second Count)**

17 The petition’s second count alleges an abuse of discretion because the City’s approval did not
 18 follow its own permitting procedures. Sebastopol agreed with SAVS “to permit” the RV
 19 encampment. (PAR at 18.) But the Zoning Code requires permits to be preceded by applications,
 20 fees, review and recommendation by the Planning Department, and CEQA compliance. (Sebastopol
 21 Municipal Code § 17.400.030(D).) But none of that was done here: the RV encampment project
 22 came straight to City Council. (See Section II.C above.) The City Council abused its discretion in
 23 not following its own permitting procedures before deciding to permit the RV encampment here.

24 **C. Sebastopol Did Not Give The Required Notice (Third Count)**

25 The petition’s third count alleges an abuse of discretion because the City did not give the
 26 public the advance notice the Zoning Code required. The Zoning Code requires that the public be
 27 given at least 12 days notice for variances, and that the notice include specific notice by mail to
 28 owners of all properties within 600 feet of the site; even a temporary use of a year under the Zoning

1 Code requires 12 days-notice to adjacent property owners. (Sebastopol Municipal Code §
 2 17.400.050 and Table 17.400-2, *id.* at § 17.460.020(B)(2) .) Because the Zoning Code prohibits
 3 residential RV use (see Section V.A), such use could be allowed only with a variance. But here,
 4 because certain City Council members viewed this RV encampment as an already “permitted” use
 5 under the Zoning Code without any need for a variance (see Section II.C above), the Council
 6 acknowledged that the notice required for a variance was not given (*see id.*). Because the notice
 7 required to permit this nonpermitted use was not given, Sebastopol abused its discretion.

8 **D. The City’s Violation Of The Law Was Prejudicial**

9 These violations of the law were prejudicial. The City failed to appreciate that residential
 10 RV uses are banned by its Zoning Code, and would require at least a variance. But the real parties
 11 likely could not get a variance here. To get a variance, they would need to show that “exceptional or
 12 extraordinary circumstances” apply to the property, that a variance “is necessary for the preservation
 13 and enjoyment of substantial property rights”, and “will not ... materially affect adversely” the
 14 neighborhood. (Sebastopol Municipal Code § 17.420.020.) But no extraordinary circumstances
 15 apply to this property: the City could have more easily permitted the same project on City-owned
 16 property, but declined to do so simply to save on costs. (See Section II.B above.) Real parties made
 17 no complaints at the November 30 hearing about their property rights should the project be denied,
 18 nor do they have any property right under California law to operate an RV encampment where the
 19 zoning forbids it. And the neighborhood will face material adverse effects to the environment,
 20 schools, and businesses—impacts that could have been more fully fleshed out with the Planning
 21 Department permit analysis and CEQA review the City was required, but failed, to do. (See Section
 22 II.C above.) The City’s abuse of discretion was prejudicial.

23 **VI. TRADITIONAL MANDAMUS (CCP § 1085): SEBASTOPOL FAILED TO FOLLOW**
 24 **ITS OWN ORDINANCES (COUNT 4)**

25 The City disputes that administrative mandamus is available to Petitioner here. If City is
 26 correct, then Petitioner may proceed in the alternative by traditional mandamus. (*See* CCP § 1086
 27 (traditional mandamus available when there is no plain, speedy, or adequate remedy at law).)

28 The Zoning Code requires the City to “require conformance with [] the Zoning Code”.
 (Zoning Code § 17.470.020.) The Zoning Code flatly prohibits RV encampments without at least a

1 variance. (See Sections II.A and V.A above.) Yet the City approved the RV encampment, and has
2 committed itself to providing ongoing funding, without any variance. Rather than requiring
3 conformance with the Zoning Code, as it requires the City to do, the City is sanctioning an ongoing
4 violation of the Zoning Code. Mandamus lies to compel the City to either require the real parties to
5 obtain a variance, or else remove the RV encampment from 845 Gravenstein.

6 **VII. CONCLUSION**

7 Sebastopol’s approval of this project was a prejudicial abuse of discretion and a dereliction of
8 its duties under the Zoning Code. A peremptory writ of mandamus should issue ordering the City to
9 set aside its November 30, 2021 approval of the project, or to compel the City to either require the
10 real parties to obtain a variance or else remove the RV encampment from 845 Gravenstein.

11
12 DATED: February 10, 2022

BRISCOE IVESTER & BAZEL LLP

13
14
15 By: /s/ Peter Prows
16 Peter Prows
17 Attorneys for Petitioner
18 FRIENDS OF NORTHWEST SEBASTOPOL
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PROOF OF SERVICE

I declare that I am over the age of eighteen years and not a party to this action. I am employed in the City and County of San Francisco, and my business address is 235 Montgomery Street, Suite 935, San Francisco, California 94104.

On February 10, 2022, at Daly City, California, I served the following document(s)

MEMORANDUM IN SUPPORT OF MOTION FOR JUDGMENT ON THE WRIT OF MANDAMUS

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BY E-MAIL OR ELECTRONIC TRANSMISSION: On the date written above, I e-mailed the documents to the persons on the service list at the e-mail addresses listed above. I did not receive, within a reasonable time after transmission, any electronic message or other indication that transmission was unsuccessful.

BY FIRST CLASS MAIL: On the date written above, I deposited with the United States Postal Service a true copy of the attached document in a sealed envelope, with postage fully prepaid, addressed as shown on the service list. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing contained in this declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this document was executed on February 10, 2022, at Daly City, California.



Arlene Won

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Peter Prows (CBN 257819)
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ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
4/20/2022 1:08 PM
Arlene D. Junior, Clerk of the Court
By: Lorena Deloza, Deputy Clerk

6 Attorneys for Petitioner FRIENDS OF NORTHWEST SEBASTOPOL

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 CITY AND COUNTY OF SONOMA

10 FRIENDS OF NORTHWEST SEBASTOPOL, a
11 California nonprofit mutual benefit corporation,

12 Petitioner,

13 v.

14 CITY OF SEBASTOPOL, acting by and through
the Sebastopol City Council,

15 Respondent.

Case No. SCV-270053

REPLY BRIEF IN SUPPORT OF MOTION
FOR JUDGMENT ON THE WRIT

Hearing Date: April 27, 2022

Time: 3:00 PM

Department: 17

17 SONOMA APPLIED VILLAGES SERVICES, a
California nonprofit mutual benefit corporation;
18 and ST. VINCENT DE PAUL DISTRICT
COUNCIL OF SONOMA COUNTY,
19 INCORPORATED, a California nonprofit mutual
benefit corporation,

20 Real Parties in Interest.
21

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I. INTRODUCTION

Friends of Northwest Sebastopol (“Friends”) files this reply in support of its February 10, 2022, Motion for Judgment on the Writ (“Motion”), in response to City of Sebastopol’s April 15, 2022,¹ Opposition² to the Motion (“Opposition”). Friends’ February 10, 2022, Memorandum in Support of Motion for Judgment on the Writ (“Memorandum”) explains that the City made an illegal decision on November 30, 2021, to permit Real Party in Interest SAVS to use the property at 845 Gravenstein Highway North (the Site) as an RV encampment, in violation of the City Zoning Ordinance, which broadly prohibits living in RVs in the City. See Memorandum at 5-8, *id.* at 10-13. The City’s Opposition fails to rebut the arguments presented in Friends’ Memorandum, as detailed below. The Court should grant the motion, rule that the use of the Site for an RV encampment violates the City Zoning Ordinance, and issue the writ directing the City to rescind its approval of the Site for that use.

II. ARGUMENT

A. The City is wrong that mandamus is not available.

The City’s arguments against the availability of mandamus in this case fail to address the authorities cited in Friends’ Memorandum, at 8-9. Mandamus is proper to compel a city to comply with applicable local ordinances. *Citizens for Amending Proposition L v. City of Pomona* (2018) 28 Cal.App.5th 1159, 1185–1187. “[T]he judicial inquiry in an ordinary mandamus proceeding addresses whether the public entity’s action was arbitrary, capricious or entirely without evidentiary support, and whether it failed to conform to procedures required by law.” *People for Ethical Operation of Prosecutors and Law Enforcement v. Spitzer* (2020) 53 Cal.App.5th 391, 407 (internal quotation marks and citation marks omitted). When a city fails to require a necessary permit before allowing a project to proceed, mandamus will lie to enforce the city’s duty to require the permit. *Coalition for Clean Air v. City of Visalia* (2012) 209 Cal.App.4th 408, 412 (“we conclude plaintiffs’ allegations that no building permits may be issued for the project without a planned development

¹ The motion is set for hearing on April 27, 2022. The City’s opposition was due on April 14, 2022, but was filed and served on April 15, 2022, after counsel for Friends inquired when to expect it.

² Neither Real Party-In-Interest has opposed the Motion or joined in the City’s Opposition.

1 permit identifies a ministerial duty that City owes the public and that may be enforced by writ of
 2 mandate”). See Zoning Code § 17.470.020 (City must “require conformance with [] the Zoning
 3 Code[.]”)

4 If SAVS’ use of the Site for an RV encampment is not a permitted use, then SAVS needs a
 5 variance at least. For a variance, the City is required to hold a hearing. Zoning Code, § 14.400.050
 6 and Table 17.400-2, hearing requirement for variances). And where a hearing is required by law,
 7 administrative mandamus is a proper remedy. Code of Civ. Proc. § 1094.5(a) (“Where the writ is
 8 issued for the purpose of inquiring into the validity of any final administrative order or decision
 9 made as the result of a proceeding in which by law a hearing is required to be given”).

10 **B. The City’s concerns about the Partial Administrative Record are misplaced.**

11 The City’s complaint about Friends’ Partial Administrative Record is belied by the fact that
 12 almost all of the City’s record citations are to documents contained in Friends’ Partial Record. The
 13 only other citation relevant to the City’s November 30, 2021, action is Planning Director
 14 Svanstrom’s November 18, 2021, memorandum (Record at 278-80), which Friends agrees belongs
 15 in the record and would have included in its Partial Record if it had been publicly available when
 16 this case was filed.

17 The City concedes that this case is about the legal interpretation of the Zoning Code, see
 18 Opposition at 13-15 (arguing for City’s preferred interpretation of the Zoning Code), not factual
 19 determinations by City staff, and thus implicitly concedes that the substantial evidence rule does not
 20 apply and that Friends’ Partial Record (properly supplemented with the Planning Director’s
 21 November 18, 2021, memorandum) is adequate for the Court to resolve the legal questions in this
 22 case: whether an RV encampment is a homeless shelter under the Zoning Ordinance’s definition of
 23 that term, and whether the Code’s prohibition on living in RVs in the City means what it says.

24 Most of the record materials to which the City’s brief cites are included in Friends’ Partial
 25 Administrative Record, which includes all materials in the City’s Record up through and including
 26 page 152 of the City’s record. See April 15 Notice of Lodging Admin Record, Exhibit A at 1 (Index
 27 of Record). At various points throughout its Opposition, the City cites Record pages 1, 4-12, 18-21,
 28 35-36, 38, 82-83, 100-01, 133, and 140, all of which the City concedes are included in Friends’

1 Partial Administrative Record. The City only cites three other portions of its own record, one of
 2 which is Planning Director Svanstrom’s November 18, 2021, memorandum. The other two items
 3 cited are either separate permitting proceedings from three years ago, or post-decisional materials
 4 that are not properly within the scope of the record.

5 Nor is the City’s inclusion of 13,000 pages of post-decision emails (See Notice of Lodging,
 6 Exhibit A, at 4 (emails dating from December 2021 through March 2022, Record pages 10,769 –
 7 23,133) in its Administrative Record helpful to the parties or the Court.

8 **C. The Opposition’s interpretation of the Zoning Ordinance is an inadmissible**
 9 **post-hoc rationalization, is not entitled to deference, and is wrong.**

10 The City rests its entire Opposition on the assertions that (a) the Site is a homeless shelter
 11 under the Zoning Code, and (b) the Zoning Code’s prohibition on living in RVs in the City does not
 12 mean what it says. If either of the City’s two arguments is wrong, then Friends must prevail.

13 **1. The City’s interpretation of “homeless shelter” is wrong**

14 Friends’ Memorandum demonstrates that the Site’s use by SAVS is not a homeless shelter.
 15 Memorandum at 11. See also Amended Petition, ¶ 48, at 8:22-9:2. The Zoning Code defines
 16 “homeless shelter” as “not developed with individual dwelling units.” Code § 17.08.100 (definition
 17 of “homeless shelter”). The RVs at the Site are the only “shelter” for anybody occupying the Site.
 18 There are no other living accommodations there. Without the RVs, there is no shelter. This will
 19 always be true of an RV encampment. So the fact that the RVs are both separate living spaces and
 20 the *only* living spaces on the Site has to play a role in interpreting whether the Zoning Code
 21 definition can be read to include an RV encampment.

22 Many RVs are obviously dwelling units as defined in the Zoning Code. “Dwelling unit
 23 means a room or group of internally connected, habitable rooms that have sleeping, cooking, and
 24 sanitation facilities[.]” Zoning Code § 17.08.060 (definition of “dwelling unit”). Any RV with a
 25 kitchenette and bath is a dwelling unit. And by nature, RVs are “individual” dwelling units. And the
 26 only habitations located at the Site that are dwelling units of any kind are the RVs.

27 The definition of homeless shelter excludes shelters with “individual dwelling units.”
 28 Allowing for an RV encampment to be a homeless shelter means that the only places that the
 homeless residents “dwell” are RVs, which RVs are at the same time not “dwelling units” at all (to

1 avoid them being “individual” dwelling units). This is an untenable interpretation of the Ordinance,
 2 because it makes “dwelling unit” not mean anything. In context, and allowing for a reasonable
 3 interpretation that makes sense of the whole statute, a homeless shelter does not include any facility
 4 where everyone lives in individual habitations detached from the facility.

5 The RV encampment at the Site is not a “homeless shelter.” The City’s claim that “homeless
 6 shelter” includes RV encampments rests entirely on its interpretation of the definition. But the only
 7 material in the Record where the Court may find that interpretation is in Planning Director
 8 Svanstrom’s November 18, 2021, memo. Record at 278-80. Director Svanstrom’s separately filed
 9 declaration (even if it helped the City’s interpretation) is extra-record and post-decisional and may
 10 not be relied upon by the City to explain its interpretation of the Zoning Ordinance. *Fort Mojave*
 11 *Indian Tribe v. Department of Health Services* (1995) 38 Cal. App. 4th 1574, 1594-95 (extra record
 12 material in both traditional and administrative mandamus limited to evidence that truly could not
 13 have been presented at the time of the challenged decision); *Southern California Edison Co. v.*
 14 *Public Utilities Commission* (2000) 85 Cal. App. 4th 1086, 1111 (agency decision may only be
 15 upheld on basis articulated by the agency at time of decision; court may not accept counsel’s post
 16 hoc rationalization).³

17 The Director’s memo misstates the definition of “homeless shelter” by replacing “individual
 18 dwelling unit” with the spurious term “fully independent dwelling units.” Since the memo does not
 19 interpret the Ordinance’s words, the City’s reliance on it demonstrates failure to proceed in a manner
 20 required by law. The memo states that RVs are not “fully functional dwelling units[.]” So, the
 21 Director’s memo agrees that RVs are dwelling units, just not fully functional ones. But whether or
 22 not dwellings are “fully functional” or “fully independent” is not what the definition of “homeless
 23 shelter” asks – it asks if they are “individual.” Record at 279. This is not even an interpretation of
 24

25 ³ The authorities the City cites for deference to its interpretation are no help to it. As *Harrington v.*
 26 *Davis* emphasizes, courts have “the ultimate responsibility for the construction of the statute[.]” and
 27 within that ultimate responsibility even deference based on *Yamaha Corp.* is situational. 16
 28 Cal.App.5th 420, 434-35. The deference accorded the cites of *Davis* and *Anderson* in each case was
 the fruit of interpretations made in the course of extensive permitting processes, *Anderson First*
Coalition (2005) 130 Cal.App.4th 1173, 1177, *Harrington* (2017) 16 Cal.App.5th at 423, 429-30, and
 not an overnight two paragraph partial analysis of the relevant code sections that misstates the
 section it does address, and then describes itself as provisional. See Record at 278-79.

1 the Ordinance, much less a reasonable one, and certainly nothing entitled to deference under the
 2 authorities cited. And to top it off, the Director’s memo is tentative: “a definite project description
 3 needs to be provided, including a site plan and operational model, for this to be appropriately
 4 reviewed. This needs to be reviewed by outside counsel prior to making a final determination.” So
 5 the November 18, 2021, memo is not even the Planning Director’s informed or final opinion about
 6 whether an RV encampment is within the Code’s definition of homeless shelter.

7 Nor does the City’s Record support the Planning Director’s supposed interpretation. In its
 8 hearing package for the November 30, 2021, hearing, City staff describes those who would move
 9 into the Site as “RV dwellers.” Record at 007 (under heading “Site Recommendation”). Presumably
 10 the “RV dwellers” “dwell” in “dwelling units.” The proposed MOU with SAVS, presented to the
 11 Council at that meeting by City staff, describes the proposed use of the Site as “a mix of vans,
 12 trailers and RVs which are used as primary residences[.]” Record at 018. And a presentation made
 13 by SAVS and included in the November 30, 2021, hearing package describes the Site use as “no
 14 permanent structures, just cars and RVs.” Record at 055. So there is no facility at the Site with
 15 individual rooms (as allowed by the definition of “homeless shelter”), only a lot full of “primary
 16 residences” consisting solely of the RVs.

17 It stretches credulity to insist that, absent “permanent structures,” the “primary residences” in
 18 which the “RV dwellers” dwell are *not* individual dwelling units within the proper meaning of the
 19 Zoning Code’s definition of homeless shelter.

20 2. The City’s arguments regarding living in RVs are wrong.

21 Besides the flaw that the Director’s memo does not even interpret the definition of “homeless
 22 shelter,” it falls flat for not addressing the Zoning Code’s prohibition on living in RVs in the City.
 23 There is simply no City interpretation of the Zoning Code’s RV prohibitions to which the Court can
 24 defer.

25 “Recreational vehicles may be stored on properties if placement conforms to applicable
 26 setback requirements, but shall not be occupied or used for residential, commercial, industrial, or
 27 other purposes.” Zoning Code § 17.100.070(C)(4). This particular provision controls over more
 28 general ones. Zoning Code § 17.08.020(A). To the extent there is any ambiguity in the definition of

1 “homeless shelter,” this more particular prohibition on living in RVs controls over the more general
 2 shelter definition. They have to be read together to make sense of the whole.

3 The Planning Director’s memo does not interpret the Zoning Code’s prohibition on living in
 4 RVs within the City, or any of the other provisions related to RVs that the City cites in its
 5 Opposition. Record at 278-279. Nor do any of the City Council member or City staff statements at
 6 the November 30, 2021, hearing interpret or address the Zoning Code prohibition on living in RVs.

7 Instead, the City’s Opposition presents the Court with a post-hoc rationalization that the
 8 Zoning Code’s prohibition on living in RVs applies only to RVs that have been *stored*.

9 The City’s post-hoc interpretation does not work grammatically. The sentence in question
 10 has one subject: “recreational vehicles.” The sentence then applies two operations to the subject:
 11 “may be stored” and “shall not be occupied or used for residential ... purposes.” Zoning Code, §
 12 17.100.070(C)(4). Each of the two operations (“may be stored” and “shall not be occupied or used”)
 13 refer back to the same subject – “recreational vehicles.” “May not be occupied” does not relate to
 14 “*stored* recreational vehicles” but to *all* recreational vehicles. The sentence sets forth two
 15 alternatives: you may do the first (store) but not the second (occupy). It does not allow storage, and
 16 then limit what may be done with stored RVs.

17 Nor does this make any more sense when that “interpretation” is applied to RV
 18 encampments. The RVs at the Site (especially those that don’t move on their own) would easily be
 19 understood as “stored” there, and under the City’s reasoning could not be lived in. But one would
 20 also say that no “lived in” RV would be considered “stored” in the normal use of that term. That
 21 makes the City’s argument inescapably circular: you can live in an RV, unless it is being stored,
 22 which it would not be if you are living in it.

23 A further implication is that the Zoning Code allows anyone to live in an RV anywhere on
 24 the City streets (including on Morris Street, despite the fact that the City has described the Morris
 25 Street encampment as illegal, see Opposition at 7:4), on the grounds that one could not call the RVs
 26 lining Morris Street “stored.”

27 The fact that the City’s Ordinances allow the limited occupation of an RV or two in limited
 28 circumstances, with permits, merely shows that the prohibition on living in RVs is otherwise

1 universal. See Friends’ Memo at 9:11-15 (discussing the limited allowances for RVs). And this is
 2 also governed by the Code section under which the particular controls over the general. The
 3 particular allowance for single RVs per parcel in very limited circumstances, with permits, controls
 4 over the general prohibition on living in RVs in the City. Zoning Code § 17.08.020(A).

5 Even the City’s history of allowing the use of RVs on a limited basis for housing the
 6 homeless belies its offered post-hoc rationalization that there is no prohibition on living in RVs in
 7 the City. As demonstrated by the City’s Opposition and Record, those other instances involved a
 8 requirement for permits. See Opposition at 14:14-17; Record at 195 (installation of 2 RV pads for
 9 housing the homeless would normally require a temporary use permit and environmental review).
 10 Clearly, the Zoning Code forbids living in RVs throughout the City, except in those few limited
 11 exceptions requiring a permit, and the particular prohibition on living in RVs controls the more
 12 general allowance for the operation of homeless shelters. Reading the two provisions harmoniously,
 13 the RV encampment on the Site is not a “homeless shelter” under the Zoning Ordinance, and
 14 required at very least a variance, which the City failed to require.

15 **III. CONCLUSION**

16 The operation of the RV encampment at the Site is not a permitted use under the Zoning
 17 Code, and the City’s permission to SAVS to so use the Site was illegal and not in accordance with
 18 law, as laid out in Friends’ Motion and supporting Memorandum. Nothing in the City’s Opposition
 19 changes that.

20 The City successfully opposed early relief in this matter and refused to cooperate in any
 21 expedited treatment of the case. Having accomplished that, it now says it is too late for the Court to
 22 do anything because the Site is occupied. But it is equally true that the harms about which Friends
 23 have been concerned are now occurring, making the City’s failure to proceed in the manner required
 24 by law prejudicial.

25 The City has other sites where it can relocate the encampment on City owned property, see
 26 Record at 6-8, 95, where it could legally operate an RV encampment without respect to zoning or
 27 CEQA. The City could also engage as it has in the past, and as Friends indicated its support of in the
 28 Amended Petition, in a good faith effort to locate smaller RV parking resources throughout the City

1 instead of concentrating them in one neighborhood. See Record at 101. As the City itself has shown,
2 Record at 192-225, it has done so in the past and should be able to continue to do so going forward.

3 One thing is clear – SAVS is not engaged in a permitted use of the Site. The Court should
4 rule to that effect,⁴ and the writ should issue to order the City to rescind its approval of the project at
5 the Site or to require a permit of SAVS for continued operation of the Site. Real Parties in Interest
6 will then have the necessary incentives to seek legal alternatives, with the support of the entire
7 community.

8 DATED: April 20, 2022

BRISCOE IVESTER & BAZEL LLP

9
10
11 By: /s/ Tony Francois
12 Tony Francois
13 Attorneys for Petitioner
14 FRIENDS OF NORTHWEST SEBASTOPOL
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28 ⁴ Friends notes the City’s request for a statement of decision. While Friends’ view is that this case only involves legal issues, it does not object to the issuance of a statement of decision in this matter.

PROOF OF SERVICE

I declare that I am over the age of eighteen years and not a party to this action. I am employed in the City and County of San Francisco, and my business address is 235 Montgomery Street, Suite 935, San Francisco, California 94104.

On April 20, 2022, at San Francisco, California, I served the following document(s)

REPLY BRIEF IN SUPPORT OF MOTION FOR JUDGMENT ON THE WRIT

on:

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Email: tinyvillages@sonomavillages.org

BY E-MAIL OR ELECTRONIC TRANSMISSION: On the date written above, I e-mailed the documents to the persons on the service list at the e-mail addresses listed above. I did not receive, within a reasonable time after transmission, any electronic message or other indication that transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this document was executed on April 20, 2022, at San Francisco, California.



Arlene Won



City of Sebastopol

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

MASTER PLANNING
APPLICATION FORM

APPLICATION TYPE

- Administrative Permit Review
Alcohol Use Permit/ABC Transfer
Conditional Use Permit
Design Review
Lot Line Adjustment/Merger
Preapplication Conference
Preliminary Review
Sign Permit
Temporary Use Permit
Tree Removal Permit
Variance
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: 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

Table with 3 columns: Fill out upon receipt, Action, Action Date. Rows include Application Date, Planning File #, Received By, Fee(s), Completeness Date, Staff/Admin, Planning Director, Design Review/Tree Board, Planning Commission, City Council.

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:  Jack 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

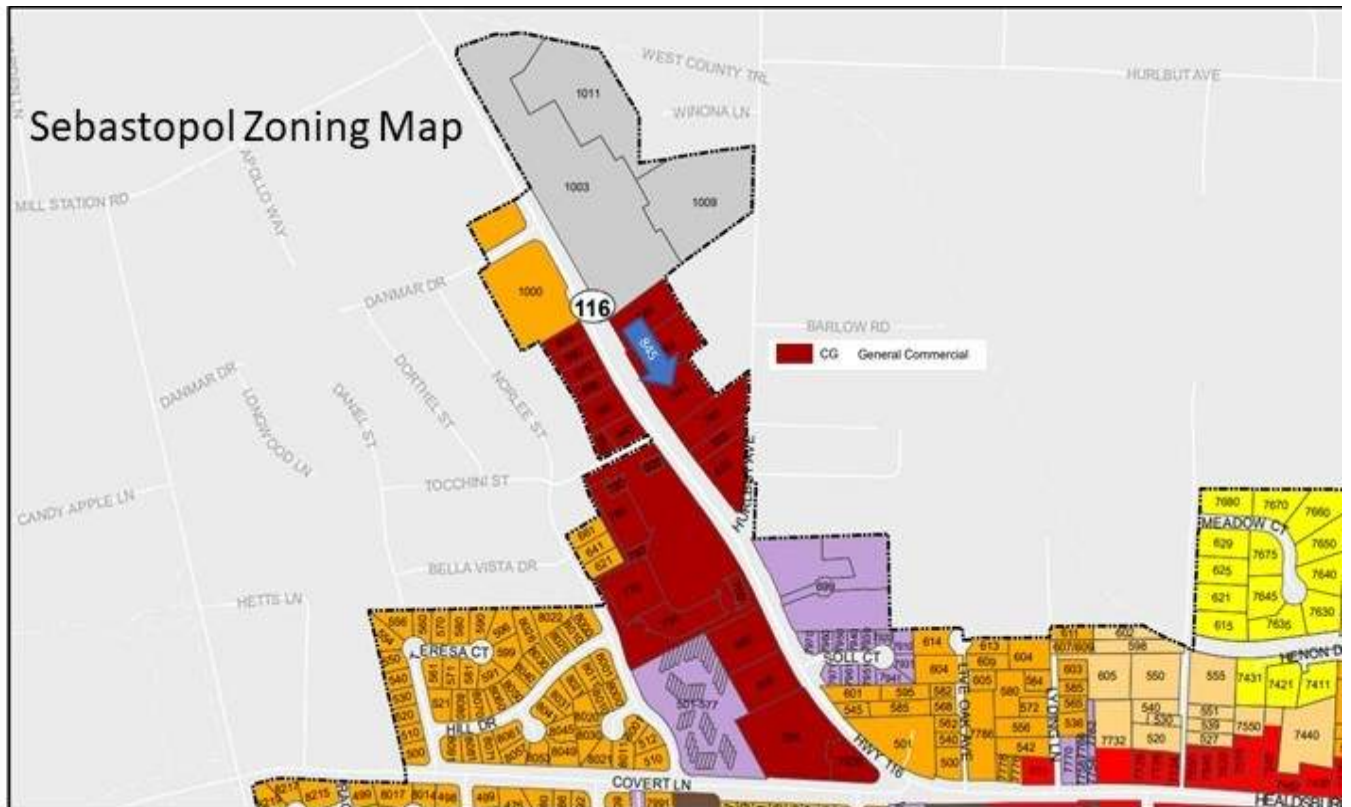
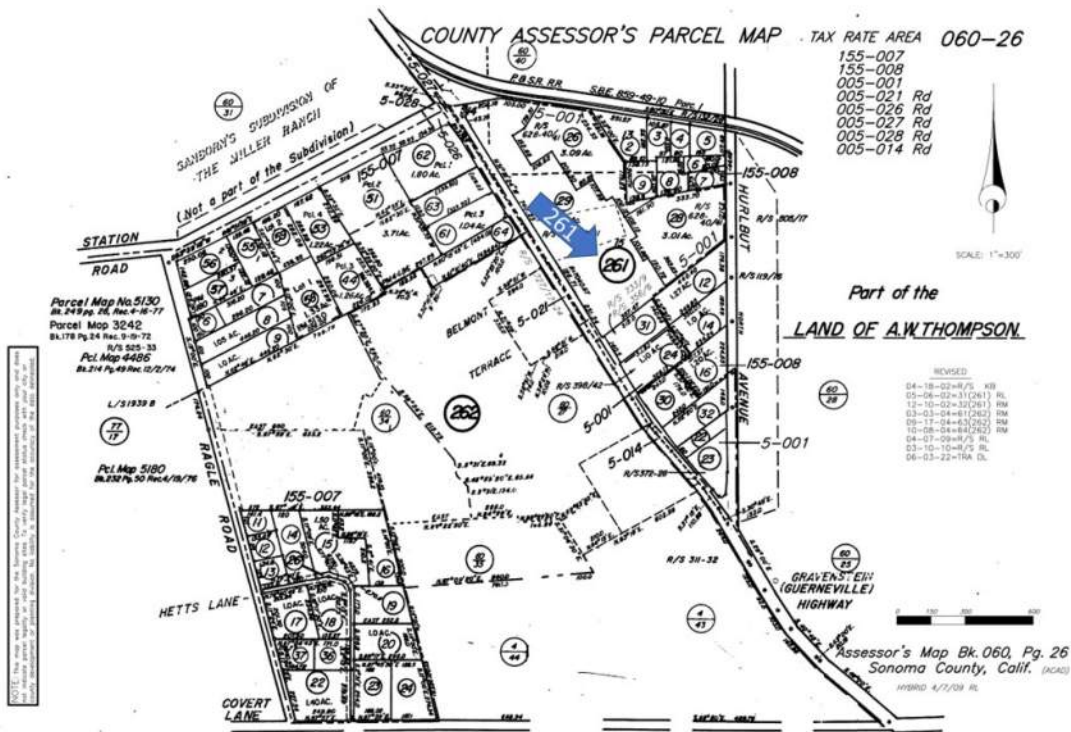
Website Required for Major Projects

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



Before – Abandoned Propane Service Station



After – Fenced in RV Park



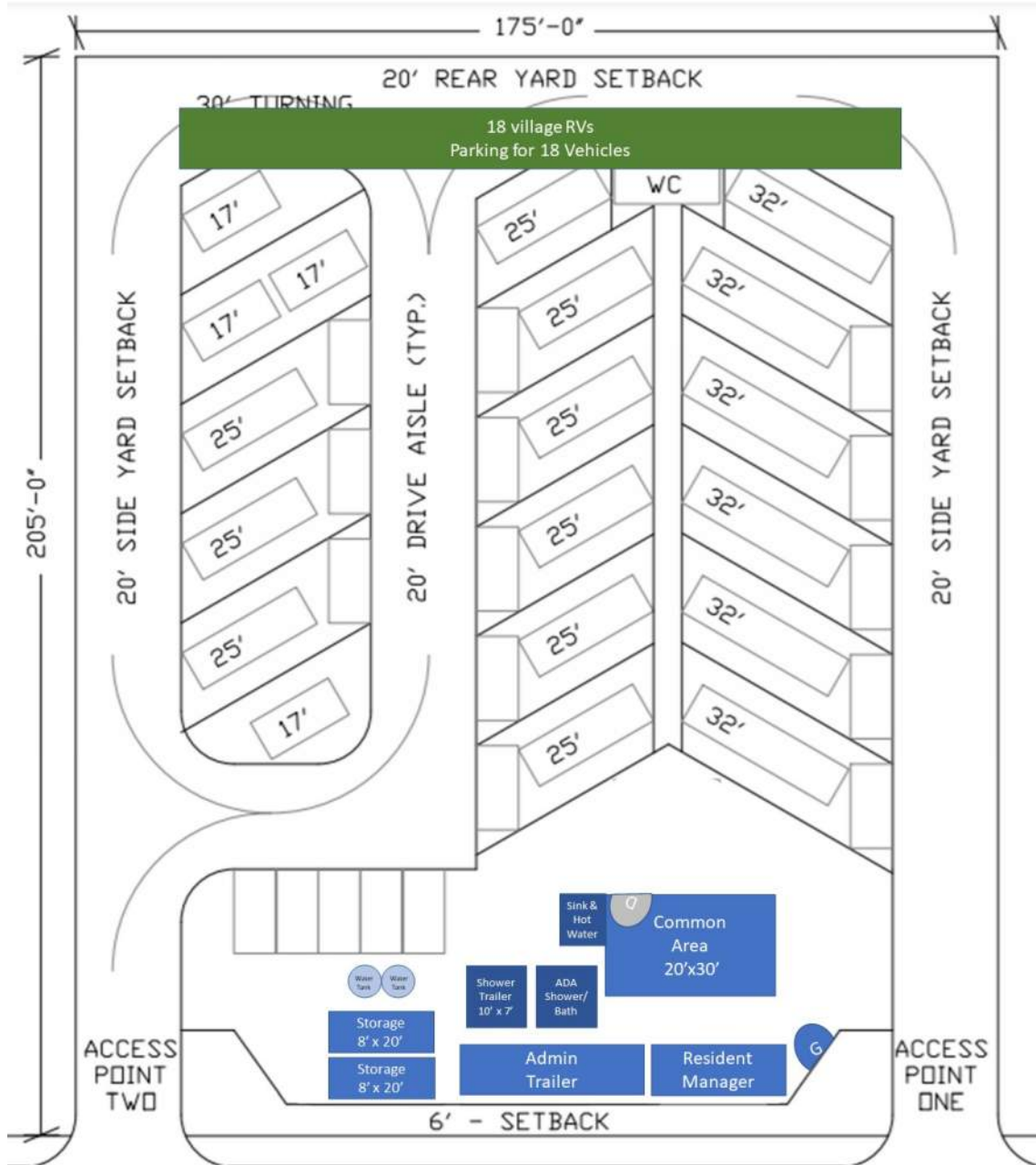
Rows of RV, Shower in foreground, community tent on right



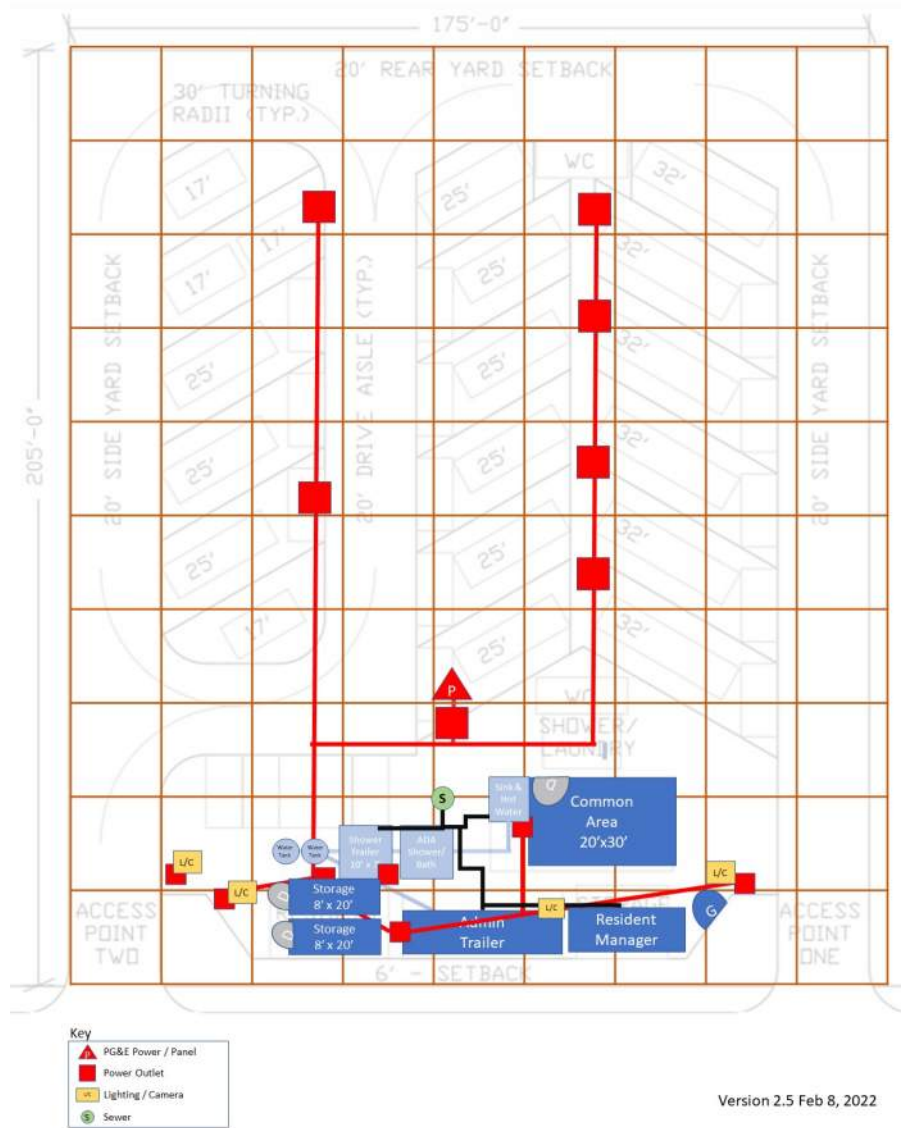


View of Horizon Shine Village from Street



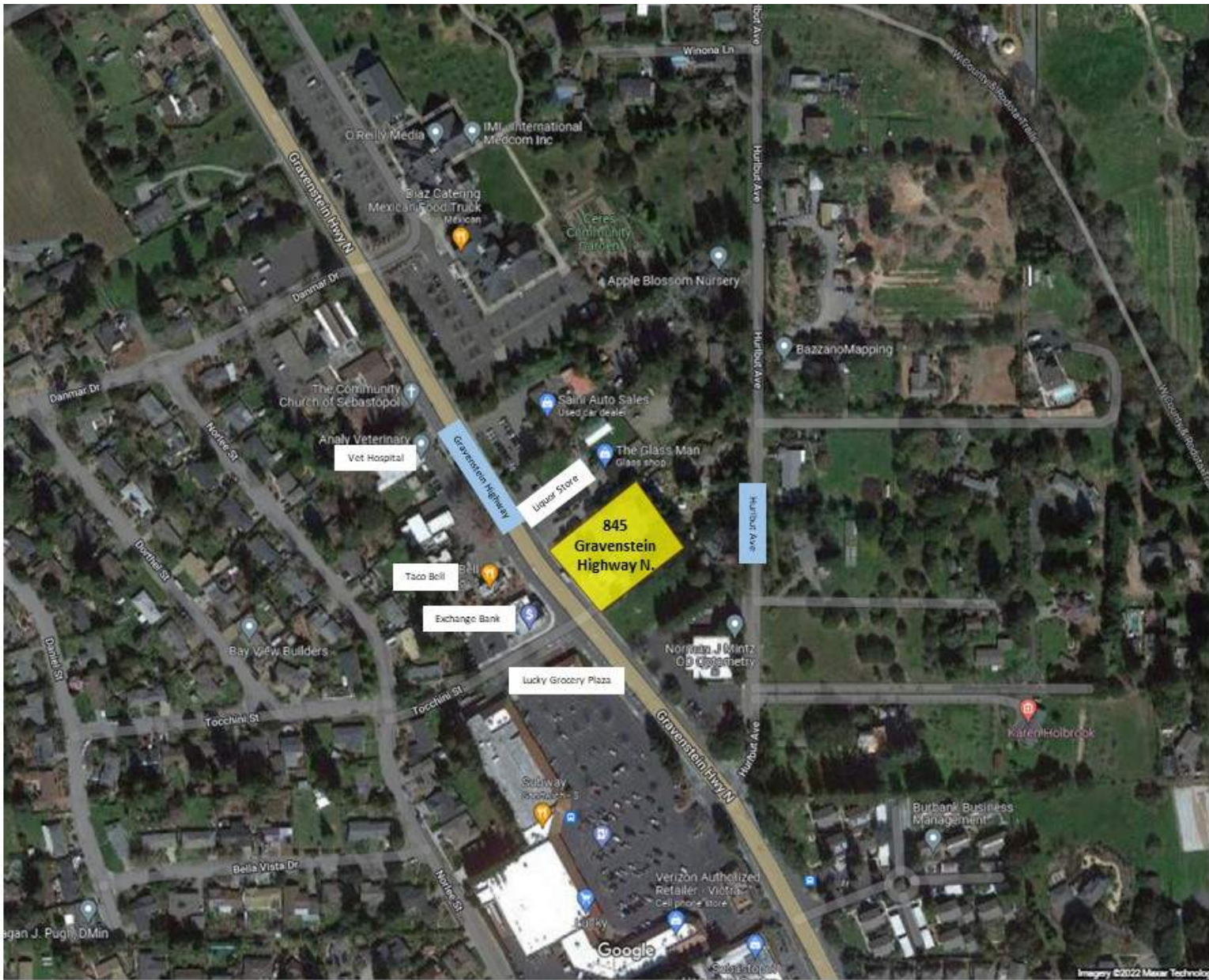


Version 2.5 Feb 8, 2022



Village from above, Gravenstein Highway on the right





**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.

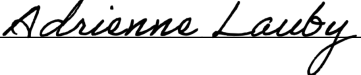
- h. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- i. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 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



**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

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

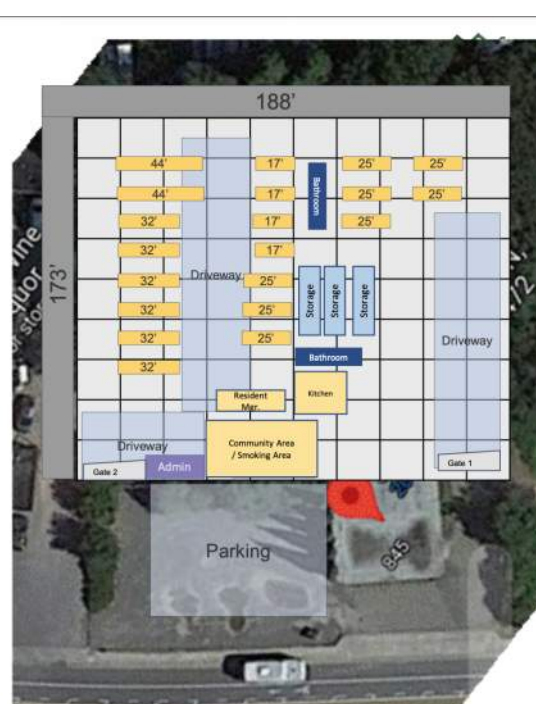
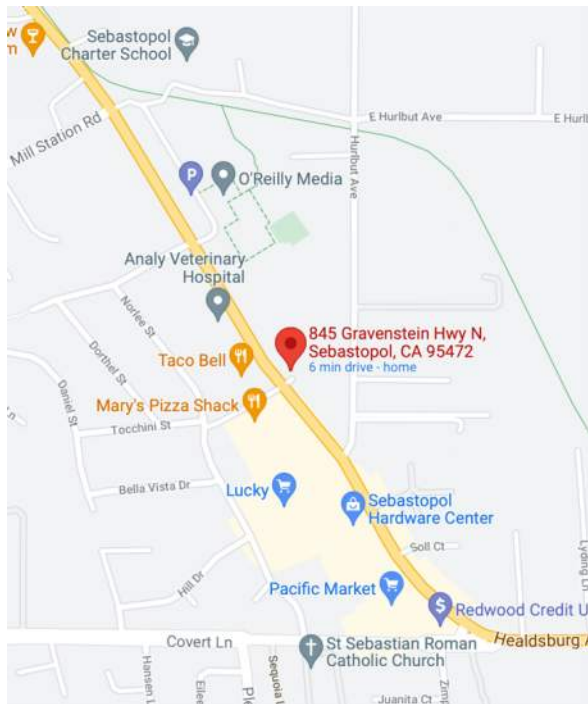


EXHIBIT C: INSURANCE REQUIREMENTS

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 X
22.	Change in scenic views or vistas from existing residential areas or public lands or roads.	Yes <input type="checkbox"/>	No X
23.	Change in pattern, scale or character of general area of project.	Yes <input type="checkbox"/>	No X
24.	Significant amounts of solid waste or litter.	Yes <input type="checkbox"/>	No X

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, set-back, 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



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.



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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.



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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.



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- 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 _____

ATTACHMENT 3: PLANNING COMMISSION APPROVAL RESOLUTION AND EXHIBITS

RESOLUTION NO. 22-07

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: Chair Oetinger, Vice Chair Fernandez, Commissioners Burnes, Fritz, Kelley
NOES: none
ABSTAIN: none
ABSENT: none

Certified:  _____

Kari Svanstrom, Planning Director



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
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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.

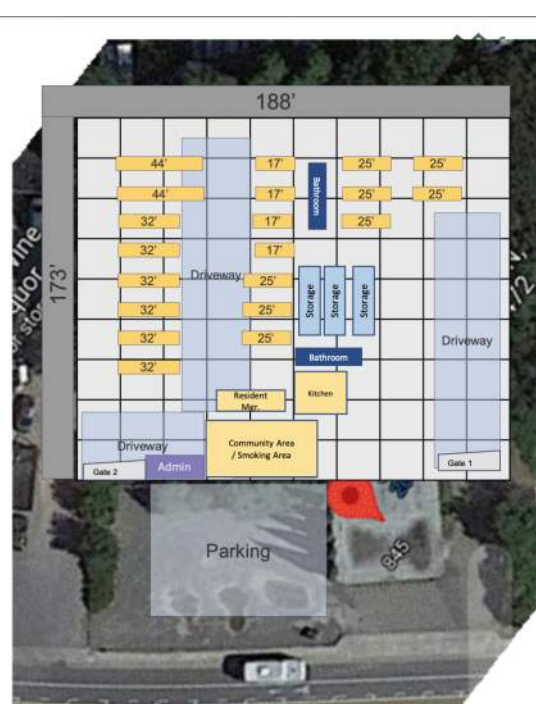
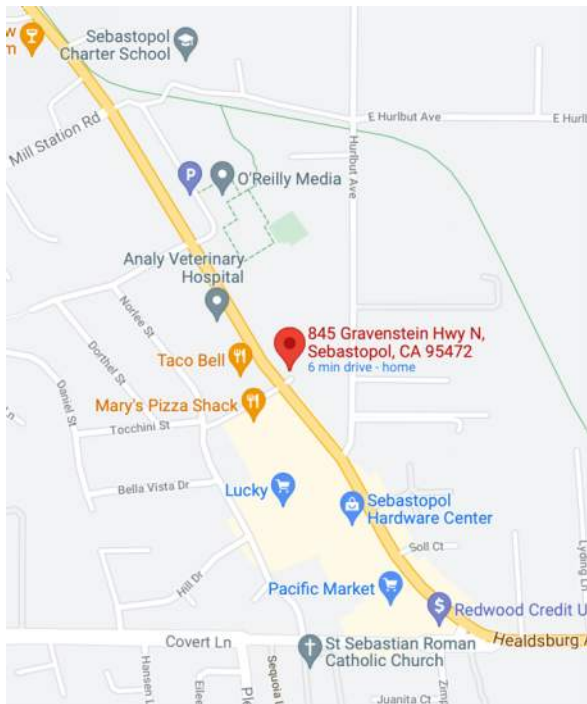
2. Police: SAVS will coordinate with the Sebastopol Police Department if a resident refuses to leave after they are required to leave, temporarily or permanently. SAVS will be prepared to treat any refusal to leave as a criminal trespass.
3. Imminent Threat to Others: SAVS will notify the Police Department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

**EXHIBIT B
FINAL 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.
 - c) SAVS shall plan for the transition of residents at the end of the program. Reports on this plan shall begin on the 5th quarterly report at the latest.
2. This use is authorized to continue for two years commencing January 1, 2023 and ending December 31, 2024. This use is an interim use only, and shall not be allowed to be a permanent use on the site.
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. 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.
6. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.
7. 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.

END OF STANDARD CONDITIONS OF APPROVAL

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: 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: [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)

**EXHIBIT B
FINAL 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.
 - c) SAVS shall plan for the transition of residents at the end of the program. Reports on this plan shall begin on the 5th quarterly report at the latest.

2. This use is authorized to continue for two years commencing January 1, 2023 and ending December 31, 2024. This use is an interim use only, and shall not be allowed to be a permanent use on the site.

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. 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.

6. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.

7. 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.

END OF STANDARD CONDITIONS OF APPROVAL

ATTACHMENT 4: PLANNING COMMISSION REPORT AND MINUTES



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)

- 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



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APPROVED MINUTES

PLANNING COMMISSION
CITY OF SEBASTOPOL
MINUTES OF October 11, 2022

PLANNING COMMISSION:

The notice of the meeting was posted on October 6, 2022.

CALL TO ORDER:

Chair Oetinger called the meeting to order at 6:00 P.M. and read a procedural statement.

- 1. ROLL CALL:**
 - Present:** Chair Oetinger, Vice Chair Fernandez, and Commissioners Burnes, Fritz, and Kelley
 - Absent:** None
 - Staff:** Kari Svanstrom, Planning Director

2. COMMENTS FROM THE PUBLIC ON ITEMS NOT ON AGENDA: None.

3. STATEMENTS OF CONFLICTS OF INTEREST: None.

4. APPROVAL OF MINUTES:

Due to an error regarding the minutes date, Approval of Minutes was continued until the next Planning Commission meeting to ensure proper noticing.

5. PUBLIC HEARINGS

- A. 845 Gravenstein Highway North "Horizon Shine" – Temporary Use Permit request** – The Planning Commission will consider an application from Sonoma Applied Villages (SAVS) for a Temporary Use Permit greater than six months. The application is to allow the continued temporary residential use as a 24/7 safe parking for RV (Recreational Vehicles) for an additional two years at 845 Gravenstein Highway North.

Director Svanstrom presented the staff report.

Chair Oetinger asked for Planning Commission questions of staff.

Linda Kelley, Commissioner

Under Definitions on page 3 of the Staff report it says Homeless Shelter, Temporary Use, Temporary Care Unit. With the temporary care unit definition, is there a time period attached to that temporary care, or how is that dealt with?

Kari Svanstrom, Planning Director

That isn't directly applicable to this use. This is under the second definition, Temporary Use, a non-permanent use of the site, which can be any of the uses listed, and again, that temporary use was the same classification as the Community Churches' shelters. But to clarify, a temporary care unit is generally for a single-family property or another private site where it's more one-on-one and can request from the Planning Department a temporary use permit as well; that's the process for these things. There is not a limit on it, however, in terms of the time. For that we do have similar requirements as the SAVS site has, such as connection to the sewer, electrical, water, etc., so they have utilities and there is proper health and sanitation at the site. The temporary care unit, I believe our code requires it to be renewed on an annual basis, so it would require a certification of some sort for that, and then we would just ask for renewal of that, and the temporary care unit in this case can either be a caretaker or the person who is giving the care.

Paul Fritz, Commissioner

I'm trying to understand the City funding aspect of this. So the City has been making lease payments so far this year, and so you're saying that they got money from the County to make those lease payments, is that correct?

Kari Svanstrom, Planning Director

I believe so, and I'm going to ask Patrick from SAVS to address that, because I know he was more involved with City management on that.

Patrick O'Loughlin, Sonoma Applied Villages (SAVS)

You have it right. The money flowed through the City, but it came from the County, and that's already taken care of. I will point the City has put no money into it and has no plans to put money in next year, so as a general welfare to the City, I think this is giving a lot; it's really providing a lot.

Paul Fritz, Commissioner

I had a clarification. In the conditions of approval, Exhibit B, page 105, Condition #5, says, "The approval for the temporary use permit to operate the SAVS," it says, January 1, 2022. Should that be 2023? Is that when this temporary use permit will start, January 1, 2023 or are we going retroactively?

Kari Svanstrom, Planning Director

Yes, it would start this January 1, 2023.

Paul Fritz, Commissioner

So that needs to be updated in the conditions.

Deborah Burnes, Commissioner

In reading the report I thought I had read that there wasn't funding, but a need for security and additional hours where there wasn't any right now. I just wanted clarification on that. Also, originally I thought it was the intent to help the residents find longer term housing, permanent housing, but now it seems like they'll be here, the same residents, for two years, so is that anywhere in the plan?

Kari Svanstrom, Planning Director

I think the applicant could probably best answer both of those. I do want to move back to Commissioner Fritz. Exhibit B on that page—I'm going to share my screen—the note regarding the temporary use permit, I'm going to suggest we combine this one and Item 2, because it's redundant. Item 2 has the correct January 1, 2023, ending December 31, 2024. I think this statement that it's an interim use only and shall not be allowed to be permanent can go up under Item 2, and so I suggest we strike Item 5 and move that up in terms of any further changes to those. This could not be a permanent use. It is not zoned for a mobile home park, which is what a long-term use of this would need to be, such as Park Village has the two RVs that are down there.

Patrick O'Loughlin, Sonoma Applied Villages (SAVS)

There are two parts to Commissioner Burnes' question. One was about finding long-term housing, and that is our goal. We are dealing with long-term homeless clients, which are more difficult to place. We are always working on that goal and moving people forward. We're dealing with some mental illness and some drug addiction while we work on those issues to move people forward. Our goal is not to find a home for our clients here permanently, but there are more difficult to place clients that we are working really hard with. That's just the honest truth about it, and that's why on our application we're honest about putting someone in there for six months is not going to solve their issue of being unhoused. They need some more support and more guidance to get their life put more together, which we're working on. With regard to additional funding, I'm not sure the exact piece you were talking about. We are working on additional funding in general for this site that is separate from the permit, and we're working with the County on those as well, but the permit is not dependent on us having funding; otherwise we're funded right now to be operating through the current permit just fine and we don't need additional funds.

Kathy Oetinger, Chair

I have a question of Planning Director Svanstrom regarding page 5, the analysis. You were mentioning that St. Vincent de Paul has plans for construction beginning in spring of 2024. At any time have you had discussions with them regarding the dismantling of the SAVS facility or the plans for moving it to another site? Has that ever been part of your conversation with St. Vincent de Paul?

Kari Svanstrom, Planning Director

No, it has not. They are at the very initial stages. I don't know if you have any specific means about this other than they've asked us and talked about what the past approvals were for to get a sense of what the past approval was, which is pretty typical of an applicant.

Kathy Oetinger, Chair

So if they did come forward with a plan that we were considering, would they need to have plans for site preparation and that would be part of that proposal?

Kari Svanstrom, Planning Director

Are you asking would they need a transition plan for the SAVS?

Kathy Oetinger, Chair

Yes, that's the question. Or would their approval be conditioned on a plan for it? It's usually we require them to do some sort of site preparation and you can't just approve a project with this situation.

Kari Svanstrom, Planning Director

I do know that SAVS and St. Vincent de Paul are working very closely, and I see Adrienne from SAVS has her hand raised, so I'm going to ask her if she has any information on that.

Kathy Oetinger, Chair

Okay, or maybe we can discuss it later when they're giving their presentation.

Chair Oetinger asked for further Commission questions for staff. Seeing none, she asked for the applicant's presentation.

The applicant gave a presentation and was available for questions.

Chair Oetinger asked for Planning Commission questions of the applicant.

Evert Fernandez, Vice Chair

What's the process of how individuals come to stay at that site? Is there any consideration for people that are more local?

Adrienne Lauby, Sonoma Applied Villages (SAVS)

Everybody is local. In our contract we have agreed to keep it to Sebastopol. Once we get Sebastopol solved, we'll maybe open it up to Graton, we don't know yet. Originally the people who came were from Morris Street. I think we got all but two or three vehicles off of Morris Street, and we've had very little turnover, so that's mostly it, but we do have a waiting list. People call us every day, and they're people who live in Sebastopol.

Linda Kelley, Commissioner

A follow up to the question of the local preference, is the waiting list possibly attracting folks to camp near and around the site waiting for an open spot? I know there aren't very many, but do you have a sense of if the folks that are on the waiting list are also waiting on our outskirts?

Adrienne Lauby, Sonoma Applied Villages, (SAVS)

We actually discourage that and tell people if they camp close by they're likely to get bumped out of the top level. I don't think it happens very much, maybe one person that I can imagine. It's just not a way to get to the Village, and we tell people that.

Linda Kelley, Commissioner

That's a very interesting occurrence, because they coincide together, and I'm glad to hear your answer. Do you all still have the resident, board, and self-governance group, and how is that going?

Adrienne Lauby, Sonoma Applied Villages (SAVS)

It's been a bit rockier than I would want. I think we're on our third or fourth iteration. We found that people were not interested in doing the work. It's taken awhile to find people who want to make a commitment to actually do it, because it requires homework and showing up and being reasonable. But we have a good crew now, and we've got another set of how they're governed and what their goals are. I'm optimistic, let me just say that.

Linda Kelley, Commissioner

That's great. I know that would be hard. We have a couple of co-housing projects, and the one that's a rental that was established near where Palm Drive Hospital used to be, because it's a rental project it was a concern about getting as much buy-in as like our co-housing

that is owner-occupied/ownership, and so I can understand that and I'm glad to see you're continuing to want to do that, because it seems like a very worthy goal.

Paul Fritz, Commissioner

I wanted to follow up on the funding question. I appreciate the fact that you need our approval to get certain funding sources and all that, but I'm curious what happens if you don't get all the funding that you need by January 1st? How much money do you have that you know you have? Could you operate at least through June or next October, or do you have a sense of what that is with the funding that you do have lined up at this point?

Patrick O'Loughlin, Sonoma Applied Villages (SAVS)

We are set to operate through the end of the contract, which is December 31st, and that's what our funding will cover, and we are not funded beyond that. Any funding we need beyond that will go into our own direct money that we have as an organization, but our plan is to close the program if we don't receive any funding. We do have an exit plan for our residents, and it needs to be fleshed out further, but overall it's working with INDT team and West County Community Services in trying to place that. Lots of other Villages have been broken up in the past and we'll use their playbook in order to try to use all the existing services in Sonoma County to place them, but that's going to be a difficult task and it will be a rough few months for us and the clients that are there, but if the money is not there, the money is not there and we'll only operate it when we can operate it fully.

Paul Fritz, Commissioner

I'm also wondering if in your communication with St. Vincent de Paul if there has been any talk of—and I realize there would be a gap—if and when they do develop housing on that site, would any of your residents be offered opportunities to be permanently housed in that development? I'm an architect and I just finished an affordable housing project and there was a transitional housing site that then became a permanent housing site, and the people were temporarily relocated and then they were offered houses once the new construction finished, so I'm wondering if you had any conversation like that as a way to get these people permanently housed on the same property.

Patrick O'Loughlin, Sonoma Applied Villages (SAVS)

That would be a great solution, or converting the site to an RV park as is and changing the structure of it, what it is legally, would be really interesting. But no, we haven't had that specific discussion, and we would have that if we get funded, because we recognize and acknowledge at the end of 2023 that St. Vincent is taking over and developing long-term housing. So to answer your question, not in the current residence, because it's too big of a gap, but at the end I'm sure we'll have those discussions, because they would be great clients.

Paul Fritz, Commissioner

Can you explain a little bit about the current staffing situation? You mentioned there's a person who is there 40 hours a week. What other staffing do you have onsite beyond that at this point?

Adrienne Lauby, Sonoma Applied Villages (SAVS)

We've had illnesses, so we've had one guy who's been out for two months with an illness, and I think he's due back full time starting the 8th. We have a full time Village manager, and then we have security people who divvy up the hours, and we also have Whitestar Security who do the overnight shifts for security. We have a resident who lives there and is also part of the staff, and he's there 24 hours a day, and we have a couple of other people who live

there who are short or part time, but they're also available when they're needed. I don't know if that's clear enough for you. I feel a little muddled about it.

Deborah Burnes, Commissioner

I wanted to follow up on what one of the Commissioners had asked about discouraging people to be close by and are the residents local? Having a warehouse on Morris Street, I've been up close and personal to all these people since they first started moving to Sebastopol, knowing most of them very well. It was very transient, the people were not originally from the area, but this is where they called home. I don't know if any of us are originally from here, so I don't see it as encouraging other people to be there to get into the Village necessarily, just because this has been something that's been here for many, many years. And yes, Morris Street did start out small and then we kind of expanded, but I don't think that that's actually what's happening. We just have more of a problem with people not having homes than we have homes for them, so we will find more people moving here. Just being here since the very beginning, I don't think that that is really an issue, and they're all local now. This is where they've chosen for their home, so there you go.

Adrienne Lauby, Sonoma Applied Villages (SAVS)

They're definitely people who have deep roots in Sonoma County, and I remember somebody talking to me about graduating from Analy High School, and they're certainly sons and daughters of long-time Sebastopol residents.

Kathy Oetinger, Chair

I have a question of the applicant that goes back to your transition plans. I know that first you need this approval and you need funding, but at some point down the line the people who have trailers there are going to have to find another place to move their trailers, and I was wondering if there was a timetable for planning that? I know if you don't get your funding you've got an immediate plan to work with West County Community Services and other organizations to do that. Is that what you would be starting to do at some point down the road as we get closer to January?

Adrienne Lauby, Sonoma Applied Villages (SAVS)

We started to do that the second week we moved in, and right now we're trying to do another whole level of the bureaucracy to do all of that, but yes, it will be sort of panic time and a lot of focus time if we have to close in January. Other than that, it's long and slow, and finding another spot for your RV, or maybe you'd be happier in an apartment and you'd want to give your RV up, these are long conversations, because people feel pretty insecure, and understandably so. But yes, at some point everybody has got to be off the lot, that's clear, and we'll just keep working on that.

Kathy Oetinger, Chair

It's a shame, because that lot is so close to so many services and stores, and if you find a country property that's available, it's a long way from anything.

Adrienne Lauby, Sonoma Applied Villages (SAVS)

But most people have cars. It's a big surprise, but some people have more than one car.

Deborah Burnes, Commissioner

When they do need to move their vehicles off of the lot, is there funding in place for that as well? Is that part of the funding? I know some of those vehicles aren't drivable anymore, and some of them are. Is that something that we'll be able to help the residents with?

Adrienne Lauby, Sonoma Applied Villages (SAVS)

That is a really good question. Our intention is to do some of that, but there are major, major costs, and if we have to close by January, I don't know how much we'll be able to do. The long-term level, yes, that's an ongoing process. We're trying to get people registered and get their whole scene set up so that they're more independent.

Patrick O'Loughlin, Sonoma Applied Villages (SAVS)

We will also plan our exit budget that way, so we may close a few weeks earlier in order to have the funding to handle the tow costs and other costs associated with it. We'll just shorten the end of the actual closing date in order to have the funding, so we don't sit there and say there's nothing funded, now we're just going to stay here. We'll be out on the date we need to be out.

Linda Kelley, Commissioner

An infrastructure question. I see that there is electricity to the common areas. I assume there isn't electricity to each of the trailers? The second question is are people still using generators?

Patrick O'Loughlin, Sonoma Applied Villages (SAVS)

Actually there is electricity out to every trailer, so there are no generators. And we even got through a hot summer and had no issues with that.

Chair Oetinger ask for further Commission questions of the applicant. Seeing none, she opened public comment.

Heather Stone and Ken Mitchell

We are homeowners back behind the Hurlbut, and we are also investors in the local community. We actually are providing low-income housing downtown and below-market housing. Our issue is mainly with process. I'm an attorney and with compassion for the situation that the homeless find themselves in, I feel like there was a total disregard for process in informing the local homeowners, local businesses, and giving people an opportunity to participate and have their thoughts heard. I feel like from an emergency standpoint, okay, but then a two-year extension on top of that? Help works properly when there is participation from all interested parties, including local businesses and local residents, and I feel that we haven't been included in this to the extent that we should have been, because it affects our day-to-day lives and it's our taxpayer dollars. I have no problem with something being situated there once the normal process has been followed and people have had notice and a chance to voice concerns and participate.

Suzanne Lande

I'm a longtime volunteer both with the residents who were in the Morris Street area, or in the Laguna without a vehicle, and at Horizon Shine I'd say at least a year and-a-half, so I've known people a long time. I'm a retired nurse. I keep my RN license active in order to help homeless people. The comments that I got from residents, on Morris Street and that area it was so hard and people would be mad at each other and smash something or whatever. It's not like that at Horizon Shine. People who at one time did not get along at all now are offering to help with something physical, or if one person has a car several others might get a ride. People lone the tiniest bits of money, like \$3 or \$5, and I know they pay it back; it's because the need is so real. As a nurse I see that the homeless people there do not have just ordinary I could call my uncle or my sister and they would help me problems, they have big, big problems. There is a lot of mental health, really a lot of issues. There are some people who have been unemployed for a very long time. Of course there are some substance abuse things, but there is help for it. There have been people who probably

would not be alive if it weren't for some of the services they've had. And then there's the outreach clinic, the medical stuff that I help with through Third Street House in Guerneville with an excellent doctor and nurse. They now also have a social worker that is a therapist, and an additional social worker is coming. I just think we have a sense from the residents there that it's really a community, and that is a blessing and will help them get further.

Zack Imbrogno

I'm commenting on behalf of a neighborhood group, Friends of Northwest Sebastopol. We filed a letter of objection to the two-year temporary use. As written, we find issues with the site as it relates to City zoning code, including the fact that there is not a temporary residential. Furthermore, the Department's findings brush over the very real, very serious environmental impacts to the neighborhood. I'm speaking on behalf of neighbors who have come to me in increasing numbers over the last several months to report increasing problems. Many say they've lived here 30 years and have never seen anything like this in the area. Whether it's tools stolen from someone's yard, gas drained from a car, trespassing, being harassed for money, witnessing verbal assault on others, being unable to walk on a sidewalk with someone passed out on it, passing by drug deals at Exchange Bank, and endless amounts of noise complaints both day and night. I am also speaking for area business owners who are afraid to speak out for political reasons, but go to a business in Redwood Marketplace across from the site and speak to a manager or clerk and they will tell you shoplifting, dumping, and loitering has increased since the opening of the encampment. If you need proof, consider the fact that Redwood Marketplace hired a full-time security guard three months into the camp's opening to mitigate these issues and ensure a safe and sanitary environment for shoppers. For related images and video, please review the impact statement included in our letter of objection. It's impossible to know how many of these issues have arisen directly from residents of the encampment itself or have come as a result of other transients seeking services or shelter there, but the bottom line is clear, the findings in this report ignore the very real change in the character of the area that is happening right before our own eyes. We request the Planning Commission consider our letter of objection and forthcoming appeal to address the issues of the zoning code and the environmental impact to either deny this permit, make the changes needed to make the site legal, or know that we are prepared to take further legal action.

Vanessa

I have a question regarding the process. During the City Council meeting last week the St. Vincent de Paul representative had mentioned at the very earliest, assuming everything works out really well, it will be two years. My understanding is the extension is basically to keep the RV village there until St. Vincent de Paul is ready to break ground and start building the brick and mortar. My question is if that gets pushed back five or ten years before they're able to actually start building the affordable housing project, how does the process work then? Does it just keep getting extended at two-year increments, or is it two years and then it can't be extended past that, because then that exceeds the emergency homeless village as it's not zoned as such?

Bea Lineatus

I would like to echo the initial comments about process and the lack of involvement of the public, the adjoining neighbors, and the neighborhoods in this process from the very beginning of the site selection that was abruptly changed to this site with very little to no public notice or involvement. I respectfully request that the public be involved in this process and that this Commission delay a decision on this request for a CUP until a valid and thorough public engagement to hear community concerns can be carried out. I would like to echo what Zack had to say. We live just around the corner from this site and I have seen a marked increase in what appears to be transient individuals moving up and down the

highway carrying their belongings and setting up shop, if you will, not too far from the site. They may not be associated with the site, but I do believe that the site attracts additional homeless people that may be performing the unlawful activity that Zack mentioned. I've seen people sleeping rough on the sidewalk, I've seen people sleeping rough out by O'Reilly Media Center, and it disturbs me. We moved to this area to get away from that kind of life, and I'm disappointed to see that it is an attractant.

Angie

I am a participant at the SAVS Village. I've been there since the beginning and it's been a very positive experience for me. I've been able to park my RV there and have it be a safe place so that I could then go and try to get a job and try to advance myself out the homeless situation that I found myself in starting about a year ago. Since I've gotten to SAVS they've involved me in many of the different things that they've been trying to do. I know that Adrienne sent out a schedule of things that she had hoped to accomplish with the project, and when I went back and reviewed it, as I am trying to start a blog right now about the progress of the project, she has actually been successful in putting forward all of the programs that she had planned. I have been able to get medical care. I've been able to get dental care. We got our showers and our power and everything hooked up, and we've really all tried to work together as best as we can to get and keep it going. I recently got a full-time job at a bed and breakfast in Occidental and I'm doing phenomenal compared to how I was doing when I very first met some of the SAVS people on the street. Suzanne Lande, who spoke earlier, has been absolutely instrumental in my success. She's a volunteer, but she is so important to me. She has really helped me get a lot of things done. When we see different things happening in the neighborhood we do try to address them if we know the people. We don't always know the people that are at the shopping centers that are doing different things. Sometimes they're not people that we are friends with in this community, and they are sometimes people that we know, and when there are problems we do address them directly and we do try to discourage whatever it is that they're doing, and if it's something that bothers the neighborhood it's usually something that we can help immediately. We know what's going on and we try to stop it. I really do think that this is a situation that is happening all over California, and it's unfortunate that it's increasing, but it's increasing everywhere and it's not just entirely because of the community here. Either way, there's only so much we can control in our community, but we really do try to address anything going on outside.

Arthur George

I'm chair of an ad hoc volunteer group called West County Homeless Advocates that consists of a variety of volunteers from service organizations, churches, and interested and activist citizens. We've spoken before the City Council numerous times in support of safe parking, sanitation, and housing. I have provided written comments to the Commission, but I'd like to supplement those in response to some of the questions and comments I've heard tonight. First of all, I'd like to address the concerns of Chair Oetinger and Commissioner Burnes about the relocation of vehicles if the Horizon Shine Village were to close. Those vehicles are likely just to spill back out onto the street where they started, through no fault of SAVS. SAVS has provided Horizon Shine to get those vehicles and their occupants off of City streets, off of Morris, and without Horizon Shine they would be back somewhere. All ending the Village really does is expel all those people back out onto the streets. The new police chief, Ken Nelson, suggested last week before the City Council that there is no identifiable link that Horizon Shine is a magnet to other unhoused people. He suggested that if there are additional unhoused camping rough along the Norlee Street, the former Lucky site, the former Mary's Pizza site, the former Chase Bank site, these are vacant properties in the Redwood Marketplace that predate Horizon Shine for various business reasons, and he suggested that with the sweeps on Morris and Laguna homeless individuals

are going to go someplace, and they go to places that are dark and concealed, and the Redwood Marketplace certain meets those definitions, so those people who are camping rough opposite Horizon Shine are not Horizon Shine residents. The Horizon Shine residents were tucked away safely back in their RVs sleeping. Higher levels of government than the City are going to have to come in and assist with the relocation of the RVs and all the other unhoused individuals, and the failure for that to happen is not due to Horizon Shine or to the City. Diana Rich has tried to find other sites; none of them exist. In terms of process, we are here engaging in a process. Courts have reviewed the prior process and found it adequate and lawful, and the tens of thousands of dollars that have been expended by the City and the Friends of Northwest Sebastopol who oppose the Village could have been much more adequately spent in providing the services that these people so desperately need, and I say that acknowledging that everybody has a right to pursue their litigation, but we should look at how money is spent, where it goes, and what it does.

Kathy Oetinger, Chair

Were there questions? I didn't take notes, but I did hear some.

Kari Svanstrom, Planning Director

I believe some of the questions were about the transition, and there were a couple of statements about the process. The Planning Department was not involved with the prior process, so as Mr. George said, the prior process has been through the courts and so what we're at now is a public process. This is a temporary use permit. It is being heard by the Planning Commission because it's more than six months, as required by our code, and any decision of the Planning Commission is appealable to the City Council, and it sounds like some folks are aware of that. This was noticed. We certainly sent to the neighbors and I'm glad that many of them were able to join us here tonight and hopefully start some of the discussion and be more informed and involved in the discussions. I believe the only question that I had from Vanessa was the process of if St. Vincent de Paul is delayed further would this be continued? This does need to be a temporary use, as noted. This site is not zoned for this use as a permanent use, just like the Community Church site was not zoned for the smaller residential structures that are there. It's a single-family zone, so they could put a single house on it but not the parking and the community shelters that are there, and so that also required a temporary use permit such as this. What we're looking at tonight is a two-year extension. There is a potential that it could be extended if the applicant requests. They would have to go back through this same process, and I think at that point, and possibly tonight, there are already discussions about this is supposed to be a temporary emergency thing, what is the transition and the need for a transition plan. The Community Church micro-shelters were permitted for five years; I certainly would not consider it a temporary use if it were ten years, but whether it's two, three, four, or five years, I'm not sure. We don't have a definition of temporary in our code other than something that is not a permanent structure, a permanent use of the site. They have requested two years, and so that is what we review as the Planning Commission.

Chair Oetinger closed public comment.

Kathy Oetinger, Chair

I'd like to confirm with Kari that nothing has changed to make today any less of an emergency than a year ago when this first condition of approval was approved.

Kari Svanstrom, Planning Director

I can go back to that portion of the staff report to clarify. There was not a conditional use permit of any sort when this use was originally done. It was done under the local homeless emergency adopted by City Council on November 30, 2021. That has been renewed, so that

is still in place, and the local homeless emergency shelter that was adopted in 2018, I believe that is still in effect, although I would have to check on that. I know that was done so that we could apply for temporary RV spaces that we installed at Park Village specifically, and that was funded entirely through a State grant. In terms of the context for this particular use, that resolution of local homeless emergency was adopted last year. The use that was proposed was for 12 months or less starting in February and ending in January. As a short-term use stay like that it could be defined as a homeless shelter. In our code a homeless shelter is defined as a residential facility operated by a provider to provide temporary accommodations for two persons or families with low-income for a period of not generally more than six months. In this case it was 12 months, and that's the part that they're not proposing at this point, which is why it would need to be done through the temporary use permit process. A homeless shelter is permitted "by right" in the General Commercial zone in which the site is located, so anything that is permitted by right does not require a conditional use permit. The permitted use of the homeless shelter would only need to have all of the City requirements that we would normally have, and those are the utilities, health, sanitation, and electrical that they had to provide to the site, etc., so those were all reviewed as part of that, but done as a permitted use. To extend requires the conditional use permit that you're reviewing tonight for the temporary use.

Chair Oetinger asked for Commission questions or comments.

Evert Fernandez, Vice Chair

I wanted to address one of the public comments regarding some of the crime issues at the Redwood Marketplace. I don't know if it's happenstance related to the SAVS site, or if we have any police reports. I wanted to make sure we address that, and any of the SAVS staff might also want to address that.

Adrienne Lauby, Sonoma Applied Villages (SAVS)

What we've heard from the police is that the need for them to police this particular group of people has plummeted, so they saved a lot of time on that and they're very supportive of how we're doing things. There are occasions when they get called into the Village for one reason or another; sometimes it's false alarms or someone being concerned about something that's really not a big deal. Other times, I think maybe once a policeman had to come and stand beside somebody who was yelling at somebody else; I think that might have happened, but it's very rare. Usually the police come, they'll say we hear this or that, maybe they'll come and check about it, and then they leave. We just don't have a lot of police involvement.

Evert Fernandez, Vice Chair

Also, address some of the comments that were made about issues at the Redwood Marketplace or other businesses. I'm trying to see if there's a connection with that.

Adrienne Lauby, Sonoma Applied Villages (SAVS)

I guess I have to lean on the police chief at the City Council meeting who said he just didn't see any real link. There have been changes of policies at the City level and sweeping people around and taking them out of particularly the Laguna, because a lot of people were camping down there and felt pretty out of sight out of mind, and now they're not out of mind or sight. I think what Angie from the Village said is also true, we really do try to address it one by one, and I would urge people to get in touch with me if they're having specific problems that they think might be related to the Village. Like Angie said, we can't control everything, but sometimes we do actually know the person and we can say you've got to get along with the neighbors. This is a community here; we're trying to be a positive

part of the community, not harmful, and they really respond to that and take their business somewhere else or just not doing whatever it is that's objectionable.

Kari Svanstrom, Planning Director

And Vice Chair Fernandez, I can address that. Our police chief, Ron Nelson, was going to be in attendance. I have had conversations with him about this. As we do with all use permits, this was routed to all the City departments and we routed this the same just to make sure that everything from the technical side, like the water and sewer, there weren't additional requirements for an extension. I did specifically speak with the police chief on that. He concurred with what Adrienne just said in that the Village itself is not terribly problematic. I do know that there has been far less stress on both Public Works and police in terms of Public Works was pulling out a garbage truck full of stuff on Laguna every day and trying to maintain that area. A lot of that has obviously calmed down or just gone away. The one thing that Chief Nelson did recommend—and this is the recommended additional condition of approval—is having more coordination with SAVS, not for inside but if they see things outside. Also, if there's a way that the neighborhood groups could assist with that, I think that would be helpful. I do know that it came up at Council that some of the areas are not in the City of Sebastopol proper, since the site is somewhat close to City limits on the east side, especially on Hurlbut. That doesn't mean that people can't necessarily drive down the street and not sometimes discourage things, just the eyes on the street and the presence, especially if they're in police vehicle. So Chief Nelson did definitely feel that some of that overflow issue could be dealt with more proactively, and so that is definitely one of the things that we would want to look to. The city manager and myself have also had conversations with the owner of Redwood Marketplace, and yes, there are definitely some issues there. I wouldn't say that he associated them with the SAVS Village, and in fact it sounds like there has been a homeless issue behind some of the stores at that place for some time, and so whether or not that has grown or not he did say that that was part of the issue and one of the reasons why they had gotten the security guard to assist there. They are unfortunately also dealing with the chronic vacancy at the CVS there, which is not owned by the Redwood Marketplace; it is owned by CVS and they are basically just not interested in renting it to anyone unfortunately. I can tell you that the Burger King that is vacated right now is actually going to be a Starbucks; that went through the Planning Commission review and design review and I believe they're about to submit their building permits and sign permits. Who knows what attracts people, but we are certainly looking forward to the Starbucks revitalization and having that be a hopefully fairly busy outlet.

Deborah Burnes, Commissioner

Vice Chair Fernandez, to speak to your question as well as something I read, there was also a concern by the neighbors about people also camping outside where Sterry Garden is down by Rileystreet building. I am there often and I have noticed that as well, that there are a couple of people there and a lot of trash and debris. But I will say from being a business owner on Main Street for going on 25 years, and having a warehouse for almost 25 years on Morris Street where the encampment was, that I understand what the neighbors are going through. We saw a lot of stuff on Morris Street, but I don't think that this has anything to do with the Village and this community, and the reason why is it being here for so long. Before there was an issue on Morris Street we had theft on Main Street. We had the police number right on our wall because we would have people who had mental disabilities who would be running up and down Main Street causing havoc. There has always been this type of activity and I'm sure that it's growing, however, I believe that it is growing more in society, so it doesn't feel justly put upon this situation since I've been here for so long and none of this is new. I will say that the solution here is not to look at whether this is the issue and are these residents living there causing it, but what can we do to help with the people who aren't housed still so that we're not having this situation. Lastly, the Laguna has been a

longstanding issue with people camping there, and the City has really tried a lot. It's been a longstanding issue long before Morris Street was there. But a question I do have is what is the security like at the site? I know that the gates close I believe at 10:00. Is there security at the site? Are most people in every night? What happens if somebody is not in?

Adrienne Lauby, Sonoma Applied Villages (SAVS)

There is 24/7 security, so there's always someone on duty. We don't enforce the residents to stay at home; that's not our job. They're human beings, they're adults, but we do check them in and out in the evenings after 10:00, and we have a pretty strong visitation, who comes and goes, with some people not allowed in the Village at all. I hope that answers your question.

Deborah Burnes, Commissioner

It does, and I absolutely agree with you, these are adults, they don't need to be home. I'm trying to address some of the concerns of the neighbors. I did sit out there and I listened to some loud drumming, but it wasn't coming from the Village, it was in the Laguna. We've had that forever here. This seems like we have two separate issues going on. One is is the Village causing any liabilities to any of the citizens of Sebastopol, and what do we do about this other issue, because it's been an ongoing issue? I will say this has really helped Morris Street. The business owners there, we never experienced any theft or anything with people on Morris Street, but it was a lot, so I think we need to remember to separate these issues. The reason I was asking that is it seems like you guys have a pretty clear picture that even if they're not there in the evening that some of the thefts and the issues going on for the neighbors are not associated with your residents, is that accurate?

Adrienne Lauby, Sonoma Applied Villages (SAVS)

I think that's pretty accurate. I think that's very accurate.

Linda Kelley, Commissioner

My house is by the Joe Rodota Trail, and I certainly do hear some lively conversations at time, and there was a fire from probably someone camping. It has certainly gotten worse over time. I got scared one time when I was coming home late at night from work thinking that there was someone stalking me, so I understand the concerns. However, I'm satisfied that two more years is tolerable, especially if issues at the Redwood Marketplace are being dealt with, and hopefully our Parking Ordinance is being administered if there is neighborhood parking that's within the City limits. It sounds, especially from the woman who spoke who is a resident there, my heart just opened up to possibilities that you are providing there. You can't fix the mental health issues and the drug issues, and there was a letter to us about we should be lobbying stronger for mental health services on demand, drug treatment on demand; that's a huge problem. I'm a registered ICU nurse, and I've taken care of many, many homeless folks over the 38 years I've been at Memorial. Sometimes we are only there to show love and respect and can't fix all the social problems, but I've been very proud of Sebastopol trying, and we do need to have a facility like this. Then we have strengthened our Parking Ordinance, and to the chagrin of many people, because it's pretty strict. But I'm happy with a couple of additional conditions that staff has recommended, and so I'm ready to move forward, and God bless you for having put this together.

Paul Fritz, Commissioner

I agree with a lot of what's been said by other Commissioners. I would also like to reiterate that this is the public process. I realize the original approval of this went through a different kind of process, but this is the opportunity for the public to make their voices heard, and I appreciate the emails and letters that we've gotten, and the public comments tonight. I

think that is an important part of the process. Bottom line is we need more permanent supportive housing, period. We just don't have enough. I'm an architect and I've worked on these kinds of projects for permanent supportive housing, and they are few and far between, and they take a long time to put in place, so thinking this problem was going to go away within a year was magical thinking, and I think that the problem was worse when many of these people were on Morris Street or spread around town. This environment, like we heard from the resident that spoke tonight, and Adrienne, a community is being creative, people are supportive of each other, and I think that support is really important and it was very heartwarming to hear Angie speak tonight. That's exactly why we need to do these types of things, because having a stable place to live, even if it is in your RV, that helps you move on, so I think this is an important project. I totally hear the neighbors' concerns. I live in town and I have definitely seen an increase in my daily routine of homelessness and people sleeping on the sidewalks and more trash and things like that, and it's something we're all dealing with. It's certainly not limited to Sebastopol, not even just California; this is happening across the country unfortunately; it's just a dire situation. I do believe that the fact that half of the Redwood Marketplace is vacant certainly doesn't help. That is the kind of place that attracts homeless people, because there is less oversight and less people going by on a regular basis and it feels a little more out of the way. I think it's unfortunate it's across the street and there seems to be some kind of correlation, but I know the owner of that shopping center and I know there has been issues of people living behind there for years, it's not necessarily a new thing, and maybe it's becoming more out in the open now that Mary's Pizza is closed too; the whole end is just dead. But from a land use standpoint this is the process that we go through for this kind of use. It's a temporary use permit, this is the public process, and this is the legal process. I'm supportive of this from a land use standpoint, and if people have concerns that the City Council said this is only going to be for a year, that's an issue to take up with those Council members and that's a political issue and not necessarily a land use issue, but as a Planning Commissioner reviewing this application we have before us tonight, I'm inclined to grant the two-year extension request.

Kathy Oetinger, Chair

My concern is not really with clearing the site at the end of two years, it's making sure that the people who live there have a place to go before the last minutes, because one of my concerns when they first went there is that it's only temporary, they're still going to need to find a another place, and finding that other place isn't going to happen overnight. I'm wondering if other Commissioners would be interested in adding a condition that at the quarterly report at some point in the process SAVS begins to define the process and the actual numbers for places where people will go so that in those last three months they're not in a crisis situation. I know that's a huge ask, but it's just really painful to think of having this two-year time period and allowing people to be evicted without a plan for them to be transitioned. Kari, is that a reasonable addition to add that number or some evidence of that plan through the quarterly reports?

Kari Svanstrom, Planning Director

I think as a conditional use permit for a temporary use, to understand how it's going to be closed, is absolutely appropriate. And I know that SAVS has been looking at other sites and things like that, but I think that especially if this is transitioning to permanent affordable housing by St. Vincent de Paul, there will be a need to do that.

Kathy Oetinger, Chair

Is the last six months too late? I mean, it can take years. At what point do you think something like that should kick in if there is evidence of something else in the works?

Kari Svanstrom, Planning Director

I would say if it's a two-year that at the beginning of that second year there start to be an understanding of what the options are and how those develop. I'm not a social service provider, but I would suspect, just how I've seen others work, that it's probably not one solution, it's probably going to be a mix of an opportunity for three people here, five RVs here, and that kind of thing. Even if it's not resolved, to make sure we're talking about it earlier, even if it is we're still having some of these issues but we're looking at some of these things, I think that would be in the best interest of everyone.

Kathy Oetinger, Chair

Yes, I would feel more comfortable. I know there's no way to enforce it. I just think we need some way to prompt that so we begin to feel that something is happening.

Kari Svanstrom, Planning Director

Yes, and I think it's fine to ask the applicant halfway through how long this type of planning would take, and then start reporting on it. That's what I would recommend, and I think that's an excellent point.

Kathy Oetinger, Chair

Can I ask either of our applicants representing SAVS here today if that's something that they feel they could add to their quarterly report if we requested?

Adrienne Lauby, Sonoma Applied Villages (SAVS)

Yes, I think we can do that. You're right, it's not an easy thing, but it's in line with what we want to do. I'm hoping that all of the people that we have there now will be somewhere else by the time the St. Vincent de Paul goes on, but we'll have new people, and we'll be just as concerned as you that they not just be kicked out.

Kathy Oetinger, Chair

Yes, it feels awkward to move somebody in and get all set up and organized with them only to have to send them back to the street a week later.

Adrienne Lauby, Sonoma Applied Villages (SAVS)

It's heartbreaking to even contemplate it; we know these folks.

Kari Svanstrom, Planning Director

Chair Oetinger, I did want to note, I know Vice Chair Fernandez has his hand up. He had asked the question of the police earlier. I was able to get ahold of Police Chief Ron Nelson and he is here now, so Vice Chair Fernandez, I don't know if you're able to repeat the question you had earlier, and then get any comments from Chief Nelson.

Evert Fernandez, Commissioner

Thank you. First of all, along with Chair Oetinger, I'm in support of getting that report as informational, and I am quite convinced that the SAVS group and organization is as concerned as we are about making the transition and working on that part of it, so I will look at it as giving us information for us to prompt them, but more for information as to how things are going along, and maybe somehow we can help or at least let the public know what's going on. Chief Nelson, thank you for being here. Comments were brought up by some of the neighbors making the connection that perhaps some of the crime issues or problems in the area were directly related to the Village residents, and I'm not sure if that's something that can or cannot be commented to say this person was from the Village or not, but I was curious to any general comment regarding neighbors' concerns that by having that organization there and those people there that it has directly resulted in more crime issues.

Ron Nelson, Sebastopol Chief of Police

It's not a simple answer; I'll start with that. I think you're talking about two issues really. I don't have any information that correlates any of the Horizon Shines residents being involved in any of the criminal activity that's occurring proximate to that facility. It's my belief that the majority of the residents there are abiding by the rules as best they can. Now, that's not to say that there might not be an attraction for non-residents to visit the site or to come into the area to hang out with their friends, that's normal human interaction, but I've requested that should the extension be granted that Horizon Shine institute some additional procedures to track who is going in and out, set visiting hours, set some restrictions to try to limit some of that periphery perception that some of the issues that are going on in the neighborhood are directly associated with Horizon Shine. The other piece of the pie there is that directly across the street you have the Lucky supermarket shopping center, and due to our economic situation nationwide and in the state, and in Sebastopol as well, we've had businesses there close. As I mentioned in a previous meeting, homeless folks, unhoused folks, are forced in a way, due to the lifestyle and their situation, to be opportunistic, and they will look for vacant properties, vacant lots, spaces like the Laguna de Santa Rosa, to bide their time during the day as well as finding places to land at night to be able to sleep in their cars and essentially have a safe spot in their mind where they can be. That shopping center itself, by the fact that there's less traffic, there are vacant businesses, there are loading docks that are now not being utilized, they utilize that opportunity for them to use it as a landing spot. I think a good majority of the increased crime, it's serious to the people that are affected, but I would characterize it as nuisance crimes. They're low-level petty thefts, drinking in public, things like that, quality of life issues, which make no mistake, they do affect the quality of life to the residents in that area. I don't have statistical data to substantiate this, but my instincts are telling me that the majority of any increase is directly related a lot to that site being vacant, and also to the fact that we have non-residents of Horizon Shine who may be hanging in the area or passing through, and during their "rounds," so to speak, are probably committing some petty offenses in neighboring shopping centers, such as the one that holds the Ace Hardware and the Pacific Market.

Evert Fernandez, Commissioner

Thank you, and thank you, Commissioner Burnes for your comments. I also am satisfied as to the Village/SAVS and what they're doing. I believe that if they weren't doing the job and providing a place for people to be, and a place where they need to abide by certain rules and so forth, that there may be more issues that would be happening in the neighborhood, outside the neighborhood, all around, so the fact that those unfortunate incidents happen, I don't believe that it can all be because of direct relation to the site being there. In fact, I think it's quite the opposite, that it's been very helpful. I'm certainly in support of the program; I really appreciate what they've done. As far as what individuals have commented about the process, as Commissioner Fritz had mentioned, prior to us getting this it was going to Council and they went through their own process, but for us as Commissioners, notice was put out. This is the forum for people to make those comments, as they have, and also they have the opportunity to submit an appeal to City Council as well. I'm happy to support this project, and I think we have certainly done our due diligence as best as we can.

Deborah Burnes, Commissioner

I just wanted to thank all the people involved and also my support for the project as well. I do want to also say as we support this that I think all the Commissioners are feeling very understanding of the concerns the neighbors have, and I want to reiterate, we have two separate buckets here. One is the Village and the other is the other issues that have been longstanding in Sebastopol and it seems like are getting worse, so at another time it would

be appropriate to look at what more we can do, because as this escalates we can see more problems all over town, so the correlation between that and the Village I don't substantiate with my many, many years of being in the epicenter of this, but I'm in complete support. I feel very lucky that they came in and helped in the way that they did. So, with saying that, I was wondering if we could put forth a motion now?

Kathy Oetinger, Chair

I'd be happy with that. Do you have one?

Deborah Burnes, Commissioner

Yes.

Linda Kelley, Commissioner

Chair Oetinger, before we move, since we have the police chief here, there was a question about enforcing, or have we had a need to enforce, our Parking Ordinance for neighborhood parking around this area?

Ron Nelson, Sebastopol Chief of Police

We've had some sporadic incidents throughout the City where we've had folks attempting to park their RVs, but frankly not a huge number. When we're notified about it, or when our parking person becomes aware, she makes contact with the individuals, explains what they can and can't do, and also we always try to offer services and enlist the help of our liaison and see if we can get them additional services. I think Vice Chair Fernandez touched on it: this is a managed approach, and it's a temporary solution to provide resources and a hand up to people to try to get them on a path where they're able to reintegrate into society. Prior to Horizon Shine being there, essentially it was a free for all, and we saw the result of that on Morris Street and it was starting to spread out throughout the City, and as we've seen through the managed approach and this resource being available and all the wonderful work being done by our advocate community and by Horizon Shine, we've been able to lessen the impacts of this. If this facility were to not exist we'd be right back to square one, and my guess would be that it would probably continue to grow and spread throughout various other areas of the City, because Morris Street was impacted to the point where there was no more room and we were starting to see that happen. Is it ideal? No, there is no ideal one size fits all solution, but I think this managed approach is the best that we can do in our current situation and in the current time frame, and I could see it being somewhat disastrous if this facility and a lease extension were not granted. If we think we have impacts now, you haven't seen anything as to what it would probably look like.

Kari Svanstrom, Planning Director

And Chief Nelson, you did miss one of Chair Oetinger's conditions, so just to reiterate the conditions, because it sounds like we're looking towards a motion. We do have the condition of approval that Chief Nelson had recommended regarding additional coordination from any SAVS folks, and again, Chief Nelson, I also volunteered any neighbors who have issues that they be able to proactively contact the police and the police can proactively deal with that and try to address some of those issues not involving the SAVS Village, but use those as some of the eyes on the street, especially with the vacancies, so that is in our conditions of approval. I did not include the condition regarding visitors, because this is actually part of their operations already, and all visitors must log in and out and they have visiting hours between 8:00am and 10:00pm. Overnight visitors need to be approved by submitting a request form no later than noon of the day of the overnight. No more than six overnight guests at the site at any one time. Requests must be first come, first served, with a maximum of two overnight guests per person and a maximum of two consecutive nights per guest. So there are a number of rules that they've actually implemented and that actually

covered beyond what you had suggested. This is a two-year approval. Chair Oetinger had requested in the quarterly reports by the time we get to the beginning of year two that there start to be reports on how to transition the RV folks to more permanent or other locations so that there isn't a last minute scramble, and Chief Nelson, just so you know that we're not in this situation at an 11th hour and no one feels forced into additional extensions and things like that, the Planning Commission is probably the better group to do the preliminary review on that. Chair Oetinger, did you have specific wording that you wanted for that, or do you want me to try to come up with something quick?

Kathy Oetinger, Chair

I would appreciate you coming up with it.

Evert Fernandez, Vice Chair

If I could make one reminder comment regarding when Adrienne was speaking about a board or a group that meets and specifically addresses any concerns of the neighborhood, I'm wondering if perhaps that contact information could be displayed on their sign on the outside of the fence? Contact information for any kind of issues, because it sounds like they have that specifically to address any neighborhood issues, so it might make it a little bit easier for someone who might have a concern to contact, because maybe they can't get ahold of anybody from the City, and generally that's our go-to. The police have other things also and I'd hate to have them bogged down with that, so maybe a first contact with the SAVS organization might be a good first step.

Kathy Oetinger, Chair

I wasn't sure if that was a condition you were adding.

Evert Fernandez, Vice Chair

No, it was just a suggestion to SAVS.

Kari Svanstrom, Planning Director

And Vice Chair Fernandez, you may want to get a response from SAVS. That is something that we have made conditions of approval and good neighbor policies in the past, and so Patrick or Adrienne, if you could address how you're currently doing that, if a neighbor needs to contact you about something.

Adrienne Lauby, Sonoma Applied Villages (SAVS)

We do have our 24/7 contact line that we publicize. That's on the outside of the gate. Nobody ever calls it. I think Mr. Fernandez's idea might be useful. We do have a small number of people who show up at our monthly meeting to talk about things, but mostly we hear from the City, or we hear from the police, or we hear from somebody who contacts Hector directly that there's a problem. Sometimes people just walk over and knock on the door and say can you help, and then we do what we can.

Paul Fritz, Commissioner

If I can follow up on that, I was going to suggest maybe when you have a meeting date scheduled, hang a sign that says community meeting on X date so residents in the area see that. That might be a helpful way to announce.

Patrick O'Loughlin, Sonoma Applied Villages (SAVS)

We can do that on our website as well.

Kari Svanstrom, Planning Director

Chair Oetinger, I believe I have a draft of the conditions, and I can write it out in a Word document too if you want to tinker with it. It didn't sound like Vice Chair Fernandez was asking that his comment be a condition, just a suggestion. So for the transition plan, "SAVS shall plan for the transition of residents at the end of the program. Reports on this plan shall begin on the 5th quarterly report at the latest," and we can change it from 5th quarterly report. I just couldn't figure out in my head what date that would be, but that's basically the beginning of the second year.

Paul Fritz, Commissioner

How about first quarterly report of 2024?

Kari Svanstrom, Planning Director

Thank you, that works. And I'm saying at the latest, but we'd love to hear thoughts and ideas sooner too, of course.

Kathy Oetinger, Chair

And you were also striking Item #5.

Kari Svanstrom, Planning Director

And combining the second sentence of that with Condition #2, and that gets rid of the error that Commissioner Fritz has and the redundancy with the time frame of January 2023 to December 31st.

Kathy Oetinger, Chair

So if I were making a motion, would it be appropriate to adopt the draft resolution with edits to Exhibit B, striking #5, adding the quarterly reports at the first quarter of the second year, approved base of the facts and finding analysis set forth, and subject to the recommended conditions of approval? Is that enough for a motion?

Kari Svanstrom, Planning Director

Yes, and I'm assuming that's given the wording, "The SAVS shall plan for transition of residents at the end of the program. Reports on this planning shall begin the first quarter of 2024 report at the latest."

Paul Fritz, Commissioner

And I second that.

Kathy Oetinger, Chair

Thank you. So moved and seconded, as stated in the record.

Chair Oetinger made a motion to adopt the draft resolution with edits to Exhibit B, striking #5 and adding the quarterly reports at the first quarter of the second year, approved base of the facts and finding analysis set forth, and subject to the recommended conditions of approval. The SAVS shall plan for transition of residents at the end of the program. Reports on this planning shall begin the first quarter of 2024 report at the latest.

Commissioner Fritz seconded the motion.

AYES: Chair Oetinger, Vice Chair Fernandez, and Commissioners Burnes, Fritz, and Kelley.

NOES: None

ABSTAIN: None

ABSENT: None.

Chapter 17.430 TEMPORARY USE PERMITS

Sections:

17.430.010 Purpose – Applicability.

17.430.020 Term.

17.430.030 Conditions.

17.430.040 Findings.

17.430.050 Decision-making authority and public notice, public comment, and public hearing requirements.

17.430.010 Purpose – Applicability.

The purpose of these provisions is to set forth the requirements and procedures for the review of specified temporary uses. The requirement for a temporary use permit shall apply to temporary uses, including contractor storage yards, temporary trailer offices for businesses, and circuses and carnivals and other temporary uses as determined by the Planning Director. A temporary use permit shall not be required for events that are subject to a City special events permit, or for circuses, carnivals, and festivals sponsored by the City, with such sponsorship identified by resolution of the City Council, places of worship, or community nonprofit organizations on land controlled by said organizations or by public agencies, or for events which occur in theaters, meeting halls, other permanent public assembly facilities, or for private social gatherings. (Ord. 1111, 2018)

17.430.020 Term.

The Planning Director may authorize temporary uses for one term of up to six months and may approve one extension of up to six months; terms, other than extensions, in excess of six months shall be subject to Planning Commission review. (Ord. 1111, 2018)

17.430.030 Conditions.

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. (Ord. 1111, 2018)

17.430.040 Findings.

A temporary use permit 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. (Ord. 1111, 2018)

17.430.050 Decision-making authority and public notice, public comment, and public hearing requirements.

Refer to Table 17.400-1 for identification of the decision-making authority for approvals and appeals and to Table 17.400-2 for public notice, public comment, and public hearing requirements. (Ord. 1111, 2018)

The Sebastopol Municipal Code is current through Ordinance 1142, and legislation passed through May 17, 2022.

Disclaimer: The City Clerk's Office has the official version of the Sebastopol Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.ci.sebastopol.ca.us](http://www.ci.sebastopol.ca.us)

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From: Arthur George [REDACTED]
Sent: Tuesday, October 11, 2022 1:10 PM
To: Kari Svanstrom; Planning Technician
Cc: Diana Rich; Una Glass; Lawrence McLaughlin
Subject: Public Comment re Horizon Shine; Planning Commission 10-11-22
Attachments: [Sebastopol Planning Commission 10 11 22 re Horizon Shine Renewed Authorization.docx](#)

Dear Ms. Svanstrom: Attached is written Public Comment on behalf of West County Homeless Advocates (WCHA) re: tonight's hearing on Horizon Shine and 845 Gravenstein Highway North. Please convey these comments to the Commissioners.

Thank you for your assistance and consideration.

Arthur George
Chair, West County Homeless Advocates
[REDACTED]
[REDACTED]

WEST COUNTY HOMELESS ADVOCATES (WCHA) LETTER OF SUPPORT
FOR HORIZON SHINE RENEWED AUTHORIZATION

Dear Planning Director Kari Svanstrom and Planning Commission:

On behalf of West County Homeless Advocates (WCHA) of which I am chair, **this is to urge your support of renewed authorization for the Horizon Shine RV Village** for persons who might otherwise be unhoused. WCHA is an ad hoc volunteer group drawn from churches, service organizations, and interested and activist citizens, which has addressed the City Council numerous times supportive of Safe Parking, Sanitation, and Housing (e.g., Tiny Homes, Safe Parking areas) alternatives, and has worked in collaboration with the Police Department and its Chiefs Kevin Kilgore and Ron Nelson, West County Community Services, and the Council's Ad Hoc Committee on the Unhoused, and the Horizon Shine management entity SAVS to address and remedy unhoused issues.

Horizon Shine remains presently unfunded and is at risk of losing its funding by the end of the year. Nevertheless, approval of renewed use of the 845 Gravenstein Highway North site for Horizon Shine is a necessary first step, as efforts continue for funding from sources such as the County or State higher than the City of Sebastopol. The City appears to have approached its limits of what it can do financially. Even while no funding for additional use has yet materialized, authorization for continued use is necessary while the search for funding continues.

Closing Horizon Shine 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 SAVS have accomplished in the past year. Timed with the creation of Horizon Shine, the revised City parking ordinance prohibits RVs from parking on any streets except for a narrow late night/early morning period.

- The burden would fall not only on the unhoused, but also on the citizenry and business community which once again would have the unhoused randomly in their midst, even worse now as the County Community Development Commission (CDC) has called for liberalized street camping, which while softening criminalization, does nothing to solve the unhoused situation. Termination of Horizon Shine simply spills all of its residents back out into wherever they might relocate in unorganized encampments without services.

There will likely be opposition from those who will assert that Horizon Shine was only to be for one year and now "The City" (perhaps including the Council, specifically Diana Rich and Una Glass; Planning; City Manager and City Attorney) is trying to sneak in an extension. There is nothing covert. As before, and as have been reviewed and found without defect by the Sonoma County Superior Court, the proper application and hearing procedures are being followed, upon the Council's finding that there is a continuing homeless emergency. It is true that representations (but not promises) were made of a one-year term, to "buy time" hoping that some other site would be found, or that the County would step up with some land alternative (e.g., county fairgrounds or satellite sites.)

- Despite a rigorous search by the Council's Ad Hoc Unhoused Committee (Diana Rich and Una Glass), no alternative has been forthcoming: there are no other sites available in Sebastopol: either property owners are unwilling, properties are otherwise encumbered by liens, or have some other difficulty. I have personally contacted Supervisor Lynda Hopkins and the funding unit Continuum of Care (COC) to suggest use of county properties other than the present Sebastopol site. No properties have been identified or advanced.

As the problem continues, through no fault of the City, SAVS, or Horizon Shine, so must Horizon Shine. This application should be viewed as a renewal of Horizon Shine's authorization, for a new 2-year term, rather than a prolonged or indefinite extension. The use is finite, as the property owner, St. Vincent de Paul plans to break ground for affordable housing on the site in 2024, and just last week commenced an effort before the City Council to seek loan funding from outside providers. While homelessness may continue indefinitely for a variety of societal factors, at some future point, Horizon Shine at 845 Gravenstein Highway North will terminate.

However, the remedial work with Horizon Shine residents has just begun; to close it would be akin to closing a hospital where people are just beginning treatment. Neighbors to Horizon Shine who complain of more camping in the area cannot attribute that to Horizon Shine. Horizon Shine residents are not are not camping rough, they are sleeping safely inside the Village. Even Police Chief Ron Nelson has said there is no complete link between Horizon Shine as a magnet to other unhoused; just as likely is that with sweeps of Laguna and Morris, unhoused go somewhere, and an opportunistic choice is the darkened empty storefronts of Lucky's, Mary's Pizza Shack, Chase Bank in Redwood Marketplace shopping center, pre-existing vacancies due to business events not part of Horizon Shine.

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 provided 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. Even SAVS staff and volunteers have been shocked as they intimately encounter situations they formerly knew closely but at arm's length. These problems are not a creation of SAVS or Horizon Shine; they are existing problems which SAVS and Horizon Shine seek to remedy. 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 Horizon Shine 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 their decisions or deny them insurance coverage or programs/treatment/hospitalizations to help. Unhoused local unfortunates deserve no less.

Respectfully submitted,

Arthur George
Chair, West County Homeless Advocates (WCHA)

██████████

From: Kari Svanstrom
Sent: Tuesday, October 11, 2022 4:13 PM
To: Planning Technician
Subject: Fw: Horizon Shine use extension

From: Barbara Harris [REDACTED] >
Sent: Tuesday, October 11, 2022 1:12 PM
To: Kari Svanstrom <ksvanstrom@cityofsebastopol.org>
Subject: Horizon Shine use extension

Hello.

Please accept this communication as my request to Sebastopol City Council to extend the use of 845 Gravenstein Highway for Horizon Shine.

Thanks so much, Barbara Harris

[REDACTED]
[REDACTED]

From: Kari Svanstrom
Sent: Tuesday, October 11, 2022 4:12 PM
To: Planning Technician
Subject: Fw: Horizon Shine

From: Eileen Bill [REDACTED] >
Sent: Tuesday, October 11, 2022 1:42 PM
To: Kari Svanstrom <ksvanstrom@cityofsebastopol.org>
Cc: Eileen Bill [REDACTED]
Subject: Horizon Shine

Dear Planning Director Kari Svanstrom,

There has been such an invaluable service for all in Sebastopol provided by Horizon Shine. I am sure the people at The Barlow are very happy to have the trailers off of Morris Street as are the shoppers and others visiting the Barlow.

But, primarily, it has been such a boost to the residents of Horizon Shine. The development is providing a safe place where the residents can work on getting their lives together - health-wise, education-wise and job-wise! Also, the increased sense of well being must surely be enhanced.

I understand there have been no significant problems by these residents being dealt upon their neighbors. Many volunteers have provided support, as well.

Please extend this very beneficial project for two more years. It will be a great service to the residents and all of Sebastopol and the rest of the county.

Thank you very much for your consideration.
Eileen Bill

[REDACTED]
[REDACTED]

From: Kari Svanstrom
Sent: Tuesday, October 11, 2022 4:14 PM
To: Planning Technician
Subject: Fw: Public Comment for SAVS Permit - 10/11/22

From: Kate Haug
Sent: Sunday, October 9, 2022 1:15 PM
To: Kari Svanstrom <ksvanstrom@cityofsebastopol.org>
Subject: Public Comment for SAVS Permit - 10/11/22

Dear Commissioners,

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've 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 the Planning Commission:

- 1.
- 2.
3. Where is the funding for the site coming from so that it could operate for 2 more years?;
- 4.
- 5.
- 6.
7. If SAVS does not have the current staffing resources to address the mental health and addiction needs of the site's occupants,
8. 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,
9. walkers and bicyclists? Does this impact our community businesses?;
- 10.
- 11.
- 12.
13. Each occupant of the RV Village will have received 10 months free rent, free food, free utilities. Are they required to
14. become sober, get jobs or any in way move toward self sufficiency?;
- 15.
- 16.
- 17.
18. Will drug use still be permitted on the site if Council grants this extension? Is drug use at the site bringing more drugs
19. into our community, near a school?;
- 20.
- 21.
- 22.
23. Were all the terms of the Original Agreement met and do they continue to be met?;
- 24.
- 25.

- 26.
27. What is the neighborhood input on this site?;
- 28.
- 29.
- 30.
31. What do community businesses have to say about the site?;
- 32.
- 33.
- 34.
35. Is this site legal?:
- 36.
- 37.
- 38.
39. Can anyone put RVs onto a piece of commercial land and let people live in them within the City Limits or is this only
40. something that Council can do?.
- 41.

Best,
Kate Haug

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: Kari Svanstrom
Sent: Tuesday, October 11, 2022 4:11 PM
To: Planning Technician
Subject: Fw: Horizon Shine

From: Tomas Phillips [REDACTED]
Sent: Tuesday, October 11, 2022 3:57 PM
To: Kari Svanstrom <ksvanstrom@cityofsebastopol.org>
Cc: Adrienne [REDACTED]
Subject: Horizon Shine

To: Kari Svanstrom, City of Sebastopol

Dear Mr Svanstrom,

I support the extension of use for Horizon Shine Village. I have been to the village several times, and found it clean and well organized, with a positive vibe. I am mentoring a man who lives there. I've known Adrienne Lauby for 10 years or more, and I know her commitment to improving the lives of those with homes.

SAVS is a great model of self governance, with supervision by SAVS, of the 25 residents there. There are several caseworkers who work at the village, some part time, to work with the residents to improve their lives. I'm requesting the City of Sebastopol to extend their use of the property. As a resident of Sebastopol for over 25 years, I'm proud that this village is in our community, and I appreciate the support from the City.

Sincerely,

Tomas Phillips

[REDACTED]

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](#)

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 scrabbling 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: Kari Svanstrom
Sent: Tuesday, October 11, 2022 4:12 PM
To: Planning Technician
Subject: Fw: Public Comment : Please extend time for use of 845 Gravenstein Hwy as Horizon Shine

From: Suzanne lande [REDACTED]
Sent: Tuesday, October 11, 2022 3:23 PM
To: Kari Svanstrom <ksvanstrom@cityofsebastopol.org>
Subject: Public Comment : Please extend time for use of 845 Gravenstein Hwy as Horizon Shine

Thank you, Kari Svanstrom, Sebastopol City Council, City Manager and Assistant City Manager, City Staff, and Others for considering extension of time, and for allowing Public Comment.

My name is Suanne Lande. Many of you know me. I am a long time Sebastopol City resident and frequent volunteer at Horizon Shine. Although I am a retired RN, I maintain my RN license in order to assist Homeless Residents in our shared community.

I first met some of the Horizon Shine Residents when they lived in the Morris Street area... Some didn't have a vehicle at the time, and camped in the Laguna area, or elsewhere... I've known many of the residents for at least 18 months...First as they were preparing to move, and then as residents of Horizon Shine..

I have seen so many positive changes... On Morris St , life was very hard...Some wanted nothing to do with others, or would only criticize or fight with others.. .Although not perfect, life at Horizon Shine continues to improve! Residents help one another, especially when something heavy needs moving...Or one resident has a car, and 3 need rides...People help each other !

Very small loans for necessities are granted, one resident to another..and paid back...Maybe it's three or five dollars for food or gas..Maybe one person made a meal in their trailer, and another resident is obviously hungry...The food is shared...

As a volunteer, I want good jobs for the residents, and try to guide people to JobLink or Department of Rehab....But maybe the resident really wants...and pursues...and lands... a more modest job...I am so glad when I hear that someone got the job they chose!

We are VERY fortunate to have a medical clinic...an outreach clinic, originating from the homeless clinic in Guerneville...I collaborate with their staff...

There are so many additional positive reasons to extend the lease for Horizon Shine..One by one, our residents are progressing!

Thank you,
Suzanne Lande

Kari Svanstrom

Subject: FW: Public comment RV park duration

From: Emily Beaven [REDACTED]
Sent: Tuesday, October 11, 2022 7:27 PM
To: Mary Gourley <mgourley@cityofsebastopol.org>
Subject: Public comment RV park duration

I would like to remind everyone of their comments verbatim regarding the RV encampment duration. We were also promised of all the work that would be done to transition these individuals into permanent housing. You cannot keep illegally running this encampment next to a school. You have ulterior motives to turn Sebastopol into some sort of homeless “non-profit” sanctuary. There are too many new families and tax payers paying multi-millions of dollars for homes that will not stand for this.

Here are the quotes:

CITY COUNCIL (Quotes taken from the minutes of meetings Nov 30-Dec 7th, 2021):

City Planner Kari: In terms of generally not more than six months, I think that, to me that is intended not to be a permanent homeless shelter operating 24/7 for you know a permanent structure for many, many years. In this case it is temporary for 12 months.

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 Hinton: It feels really hard but it's a one year project.

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

Council Member Hinton: This will be a one year January to December.

Regards,
Emily Beaven

Emily Beaven
Realtor®
[REDACTED]
[REDACTED]m

[REDACTED]
[REDACTED]
[REDACTED]