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**ENDORSED
FILED**

AUG 09 2017

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA

FRIENDS OF CHANATE,

Petitioner and Plaintiff,

and

COUNTY OF SONOMA,

Respondent and Defendant,

CHANATE COMMUNITY DEVELOPMENT
PARTNERS, LLC,

Real Party in Interest.

CASE NO. *SCV* 261103

VERIFIED PETITION FOR WRIT OF
MANDAMUS AND COMPLAINT FOR
DECLARATORY AND INJUNCTIVE AND
OTHER RELIEF (CODE OF CIVIL
PROCEDURE §§1085 and 1094.5; PUBLIC
RESOURCES CODE §§21000 et seq.,
GOVERNMENT CODE §§25515.2, and
§§54960.1; CONSTITUTION OF THE
STATE OF CALIFORNIA ART. XVI)

PETITIONER and PLAINTIFF FRIENDS OF CHANATE hereby petitions the Court for a writ of mandate and seeks injunctive and declaratory relief ordering Respondent and Defendant COUNTY OF SONOMA to rescind its adoption of an ordinance on July 11, 2017 approving a Disposition and Development Agreement and accompanying documents to develop and sell the real property located in Santa Rosa, CA, commonly known as "Chanate Campus" to REAL PARTY IN INTEREST CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC, and to rescind Resolution no. 17-0272 appropriating the sum of \$300,000 to assist REAL PARTY IN INTEREST to obtain entitlements for the Project described herein.

The Project proposes to sell, for less than one-half the amount originally demanded by COUNTY OF SONOMA, approximately 82 acres of prime real estate located in one of the most

1 desirable neighborhoods in Santa Rosa. COUNTY OF SONOMA violated the public trust and its legal
2 responsibilities by secretly negotiating a sweetheart deal with a well-known local developer. The deal
3 allows the developer to avoid his obligation through default or bankruptcy at virtually no risk to the
4 developer, while County taxpayers bear nearly all the risk. The deal is crafted to allow the developer to
5 reap windfall profits at County taxpayer expenses, but County taxpayers will not share in the profits.

6 PETITIONER and PLAINTIFF FRIENDS OF CHANATE allege:

7 **I. INTRODUCTION**

8 1. This is a public interest lawsuit to enforce the California Environmental Quality Act
9 (“CEQA”), the California Brown Act, the California Constitution, and other sections of the
10 Government Code. The Project (defined below) is one of general concern to the public in the City of
11 Santa Rosa and the County of Sonoma in that it proposes to redevelop a large parcel of land with
12 environmental, historical and cultural importance to residents of the City of Santa Rosa and the County
13 of Sonoma. The development will have environmental, cultural and historical impacts affecting the area
14 around the Project and the City of Santa Rosa and the County of Sonoma as a whole.

15 2. During the events leading up to its adoption of Ordinance no. 6205 on July 11, 2017, as set
16 forth more fully below, Respondent COUNTY OF SONOMA operated mainly in secret, failed to
17 provide adequate public notice of its proposed actions and further failed to properly report its actions in
18 its minutes. Agendas, reports and minutes do not consistently appear to accurately reflect actions taken.
19 Therefore, Petitioner/Plaintiff FRIENDS OF CHANATE allege the facts below that are currently
20 known to them.

21 **A. PARTIES**

22 3. PETITIONER and PLAINTIFF FRIENDS OF CHANATE (hereinafter ‘FRIENDS OF
23 CHANATE’) is a grassroots, unincorporated neighborhood association with over 200 members.
24 Individual members of FRIENDS OF CHANATE are residents of the City of Santa Rosa and the
25 County of Sonoma. Individual members of FRIENDS OF CHANATE live and/or work and/or own
26 property in the area of the Project, and would have standing to bring this Petition as individuals.
27 Individual members of FRIENDS OF CHANATE attended public hearings before the Board of
28 Supervisors and submitted written and verbal comments regarding the Project. Individual members of

1 FRIENDS OF CHANATE have a beneficial interest in this Petition and in the outcome of this
2 litigation. Members of FRIENDS OF CHANATE, other interested groups, and other individuals
3 objected to the actions alleged herein taken by COUNTY OF SONOMA, made oral and written
4 comments on the Ordinance and the Project and raised each of the legal deficiencies asserted in this
5 Petition except where COUNTY OF SONOMA acted without public notice and without public hearing
6 such that the public was not informed in advance of the proposed activity taken by COUNTY OF
7 SONOMA and therefore had no opportunity to comment or object.

8 4. FRIENDS OF CHANATE has exhausted all of its administrative remedies and this matter is
9 ripe for judicial review.

10 5. RESPONDENT and DEFENDANT COUNTY OF SONOMA (hereinafter 'COUNTY OF
11 SONOMA") is a public agency and a political subdivision of the State of California, and is the lead
12 agency for approval of the Project described herein.

13 6. REAL PARTY IN INTEREST CHANATE COMMUNITY DEVELOPMENT PARTNERS,
14 LLC (hereinafter "DEVELOPER") is a California limited liability company located and doing business
15 in the County of Sonoma.

16 **B. THE PROJECT**

17 7. The Project as defined herein, is the proposed sale and development of the Chanate Campus
18 as set forth in the Disposition and Development Agreement approved in Ordinance no. 6205 ("The
19 Ordinance"), adopted by the Board of Supervisors for the COUNTY OF SONOMA on July 11, 2017.
20 A copy of The Ordinance is attached hereto as Exhibit A. The Project consists of improvements to the
21 Chanate Campus, including a new mixed-use community providing housing, including affordable
22 housing, to serve the diverse needs of the community, a village center with neighborhood retail
23 services, arts and cultural opportunities, and extensive open space areas, including landscaping, related
24 parking and infrastructure, including a traffic circle on Chanate Road. Concurrently with the adoption
25 of The Ordinance, the Board of Supervisors adopted resolution no. 17-0272 ("The Resolution")
26 appropriating \$300,000 for the purposes of funding its activities related to the Project. A copy of the
27 Resolution is attached hereto as Exhibit B.

1 8. The Chanate Campus, which is the subject of the Project, is approximately 82 acres of land
2 located on Chanate Road and Belvedere Way in Santa Rosa, CA. The Chanate Campus consists of
3 numerous individual, legal parcels of real property on both sides of Chanate Road. The buildings on the
4 Chanate Campus property include the former Community/Sutter Hospital buildings, the Public Health
5 building, an out-patient Mental Health clinic, the Norton Behavioral Health Center, the County morgue,
6 other office buildings, the Bird Rescue Center, a women's shelter, various historic structures, including
7 WPA buildings and rock walls, and open space historically referred to as "Parcel J." The Chanate
8 Campus has historically been an important site of provision of health care for the indigent, vulnerable
9 and underserved population of Sonoma County.

10 II. VENUE

11 9. Venue is proper in Sonoma County where the real property is located, where the individual
12 members of FRIENDS OF CHANATE reside, where COUNTY OF SONOMA is situated, and where
13 DEVELOPER is located and doing business.

14 III. JURISDICTION

15 10. This petition for writ of mandate is authorized by Code of Civil Procedure §§1085 et seq.
16 and 1094.5 and Public Resources Code §21168.

17 11. Pursuant to Public Resources Code §21167.7, Petitioner is serving the California Attorney
18 General with a copy of this Petition and Complaint.

19 12. FRIENDS OF CHANATE has served RESPONDENT COUNTY OF SONOMA with a
20 Notice of Intent to Sue pursuant to Public Resources Code §21167. A copy of the Notice, with proof of
21 service, is attached hereto as Exhibit C.

22 13. FRIENDS OF CHANATE has exhausted all of its administrative remedies and this matter is
23 ripe for judicial review.

24 IV. FACTS

25 A. THE REQUEST FOR PROPOSALS

26 14. On August 11, 2015, COUNTY OF SONOMA held a public hearing to review a report from
27 its Facilities Ad Hoc Committee regarding a project at the Chanate Campus, to include mixed-use
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1 housing and additional uses for public purpose that are compatible with the surrounding neighborhood,
2 and incorporate a community outreach plan in the process.

3 15. On September 15, 2015 the Board of Supervisors held a closed session pursuant to
4 Government Code §54956.8, which authorizes an agency to hold a closed session to give direction to
5 its negotiator for the price and terms of payment for the purchase, sale, exchange or lease of real
6 property. The agenda failed to identify the party with whom COUNTY OF SONOMA was negotiating
7 except as "Prospective Proposers." The item was moved to the September 22, 2015 meeting of the
8 Board of Supervisors.

9 16. On September 22, 2015, the Board of Supervisors held another closed session pursuant to
10 Government Code §54956.8. The agenda failed to identify the party with whom COUNTY OF
11 SONOMA was negotiating except as "Prospective Proposers." The minutes reflect "The Board of
12 Supervisors voted to initiate the surplus property procedure and take other actions related to the sale or
13 long term lease."

14 17. On October 14, 2015, the COUNTY OF SONOMA held a public meeting to discuss
15 repurposing the Chanate Campus.

16 18. On October 28, 2015, the COUNTY OF SONOMA noticed the Chanate Campus for sale as
17 surplus property according to the provisions of Government Code §54220. The COUNTY OF
18 SONOMA notified potential government agency purchasers that the COUNTY OF SONOMA would
19 accept no less than \$15 million in payments for the purchase of the Chanate Campus. Responses were
20 due on December 28, 2015. The COUNTY OF SONOMA asserts it received no responses.

21 19. On November 17, 2015, the Board of Supervisors appropriated \$100,000 for real estate
22 advisory services relative to repurposing the Chanate Campus.

23 20. On February 2, 2016, the Board of Supervisors authorized the issuance of a Request for
24 Proposals ("RFP") to solicit a master developer to work with the COUNTY OF SONOMA on
25 repurposing the Chanate Campus.

26 21. The RFP stated that: "*As indicated in the County's Surplus property Notice, the County*
27 *expects to generate at least \$15 million in payments to Sonoma County.*" (Italics in the original.) The
28 RFP Minimum Requirements for Response specified that the County would accept no less than \$15

1 million for the property and that any proposal that offers less than \$15 million for the purchase of the
2 property will not be considered.

3 22. The RFP set forth a detailed vision for development of the Chanate Campus, including
4 developing a beautiful, walkable and sustainable community; providing a variety of housing types;
5 development of a village center with neighborhood retail, cultural and art uses; improving public access
6 and enhancing open space, trail and recreational use; honoring Chanate's healing history, preserving its
7 historic cemetery and celebrating its cultural significance; enhancing the quality of life for the
8 surrounding neighborhood and all Sonoma County residents, and improving access to service through
9 consolidation of County facilities. The RFP listed specific development objectives, including a
10 transition plan to support consolidation of county operations and facilities, create a comprehensive
11 master plan for the Chanate Campus, achieve a fair market, financial return for the County and
12 developer, and expedite the development.

13 23. On June 21, 2016, in open session, the COUNTY OF SONOMA received two development
14 proposals. The contents of both proposals was kept secret from the public until February 6, 2017.

15 **B. NEGOTIATIONS**

16 24. Following receipt of the two proposals described above, a County Evaluation and Selection
17 Committee (hereinafter "Committee") met in private to review and rank the proposals. The Committee
18 included representatives from County departments as well as the City of Santa Rosa. The Committee,
19 acting in private and without public review or input, chose DEVELOPER as the final developer with
20 whom it would negotiate for the sale and development of the Chanate Campus.

21 25. On September 13, 2016, the Board of Supervisors held a closed session pursuant to
22 Government Code §54956.8. The Board of Supervisors directed staff for the COUNTY OF SONOMA
23 to negotiate an exclusive negotiating agreement with DEVELOPER for the Chanate Campus. The
24 agenda for September 13, 2016 failed to identify the party with whom COUNTY OF SONOMA was
25 negotiating. The minutes for the September 13, 2016 closed session reported only that direction was
26 given to the real property negotiators and Counsel.

27 26. On January 10, 2017, the Board of Supervisors again held a closed session pursuant to
28 Government Code §54956.8. The agenda for the closed session failed to identify the party with whom

1 COUNTY OF SONOMA was negotiating. The minutes for the January 10, 2017 closed session report
2 only that “direction was given to the real property negotiators and Counsel.” The item was continued
3 until January 24, 2017.

4 27. On January 24, 2017, the Board of Supervisors again held a closed session pursuant to
5 Government Code §54956.8 and provided further direction to staff regarding the proposed exclusive
6 negotiating agreement. COUNTY OF SONOMA failed to report the direction given and the action
7 taken, and further failed to identify the potential buyer of the Chanate Campus, except as ”Prospective
8 Proposers.” In its minutes of the meeting, COUNTY OF SONOMA reported “no reportable action”
9 was taken and that direction was given to counsel and staff.

10 28. On February 6, 2017, COUNTY OF SONOMA *for the first time* published on its website
11 the two development proposals it had received in response to its RFP. The contents of the proposals
12 was kept secret from the public for nearly 8 months.

13 29. The very next day, on February 7, 2017, the Board of Supervisors held its first public
14 hearing to approve the exclusive negotiating agreement with DEVELOPER for development of a new
15 mixed-use community providing housing including affordable housing, to serve the diverse needs of
16 the community, a village center with neighborhood retail services, arts and cultural opportunities, and
17 extensive open space areas, including improvements to the Chanate Campus and DEVELOPER’s lease
18 back to the COUNTY OF SONOMA of some of the existing facilities on the Chanate Campus.

19 30. On or about February 17, 2017, COUNTY OF SONOMA and DEVELOPER entered into an
20 Agreement to exclusively negotiate for the Project. Thereafter, COUNTY OF SONOMA and
21 DEVELOPER appear to have entered into secret negotiations for development of the Chanate Campus,
22 while representing to the public that they were negotiating only the price and terms of payment, as
23 alleged below.

24 31. On March 28, 2017 the Board of Supervisors again held a closed session pursuant to
25 Government Code §54956.8. The agenda for the closed session for the first time disclosed the party
26 with whom COUNTY OF SONOMA was negotiating as “William P. Gallaher, Managing Member,
27 Chanate Community Development Partners, LLC” and represented that COUNTY OF SONOMA was
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1 negotiating "Price and Terms of payment for purchase." The minutes reported that "Board provided
2 direction to the County's negotiator with respect to the price and terms of negotiation."

3 32. On May 2, 2017, the Board of Supervisors held another closed session pursuant to
4 Government Code §54956.8. County Counsel reported that "Direction was given to counsel and staff"
5 and no reportable action was taken.

6 33. On May 16, 2017, the Board of Supervisors held another closed session pursuant to
7 Government Code §54956.8. No minutes for this meeting have been made available to the public.

8 34. On May 23, 2017, the Board of Supervisors again held a closed session pursuant to
9 Government Code §54956.8. County Counsel reported no reportable action was taken and that
10 direction was given to the real property negotiators.

11 35. On June 20, 2017, after concluding negotiations with DEVELOPER for the development of
12 the Project, the Board of Supervisors finally held a public hearing to approve the Disposition and
13 Development Agreement it had negotiated in secret with DEVELOPER. Notice was published in the
14 Press Democrat on June 6, 2017 and June 13, 2017. The Board of Supervisors received hundreds of
15 written and verbal public comments from concerned residents throughout the COUNTY OF SONOMA,
16 including the individual members of FRIENDS OF CHANATE.

17 **C. THE DISPOSITION AND DEVELOPMENT AGREEMENT**

18 36. The Disposition and Development Agreement is 192 pages and includes the following
19 exhibits:

20 EXHIBIT A - SITE PLAN

21 EXHIBIT B - LEGAL DESCRIPTION

22 EXHIBIT C - LEGAL DESCRIPTION

23 EXHIBIT D - SCOPE OF DEVELOPMENT

24 EXHIBIT E - GRANT DEED

25 EXHIBIT F - FORM OF AFFORDABLE HOUSING COVENANT

26 EXHIBIT G - PUBLIC IMPROVEMENT CONSTRUCTION AND

27 MAINTENANCE AGREEMENT

28 EXHIBIT H - LEASE AGREEMENT

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- EXHIBIT I - SCHEDULE OF PERFORMANCE
- EXHIBIT J - LIST OF DUE DILIGENCE DOCUMENTS PROVIDED TO DEVELOPER
- EXHIBIT K - FORM OF CERTIFICATE OF COMPLETION
- EXHIBIT L - FORM OF MEMORANDUM OF DDA
- EXHIBIT M - DIAGRAM DEPICTING PARCEL J

37. The Board of Supervisors improperly delegated to its staff the authority to amend the terms of the Disposition and Development Agreement without notice to the public and without public hearing or input and without approval by the Board of Supervisors.

38. The Disposition and Development Agreement requires no less than 450 residential units and a maximum of 860 residential units, 20% of which shall be affordable to very low income households, 100-250 of the units shall be senior units and 20% of the senior units shall be affordable to very low income households.

39. If the City of Santa Rosa refuses to permit a minimum number of housing units, the COUNTY OF SONOMA will claw back the Project to entitle it through its own entitlement process.

40. The Project shall include 50-60 veterans units, all of which shall be affordable to very low income households.

41. The Project shall include an amphitheater, neighborhood park, neighborhood garden and greenhouse, community dog park, and a traffic circle on Chanate Road.

42. The Project will include 15,000-33,000 square feet of retail space.

43. The Project requires the removal and demolition of structures of historical significance located on the Chanate Campus, including structures built by the WPA in the 1930s and 1940s, without a study of their historical significance.

44. The Disposition and Development Agreement sells the Paulin Creek Open Space Preserve, commonly known as Parcel J, to DEVELOPER. In exchange for the DEVELOPER's promise to place a conservation easement on Parcel J, the COUNTY OF SONOMA reduced the sales price of the Project to DEVELOPER by \$1 million. Further, DEVELOPER may be entitled to a substantial tax write-off for the conservation easement on Parcel J.

1 45. Within 180 days of the effective date of the Disposition and Development Agreement,
2 DEVELOPER must submit to COUNTY OF SONOMA Conceptual Project Plans for all improvements
3 to be constructed on the Chanate Campus.

4 46. On July 11, 2017, COUNTY OF SONOMA approved Ordinance no. 6205, entitled “An
5 Ordinance of the Board of Supervisors of the County of Sonoma, State of California (County), the
6 Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District),
7 and the Board of Directors of the Sonoma County Water Agency (Water Agency): (i) Approving a
8 Disposition and Development Agreement Between the County of Sonoma and Chanate Community
9 Development Partners, LLC authorizing the sale of 82-acres of County-owned land commonly known
10 as the Chanate Campus and Providing Parameters for the Development of said Property; (ii) Approving
11 the Form of a Public Improvement Construction and Maintenance Agreement Between the County, the
12 District, the Water Agency, and Chanate Community Development Partners, LLC; (iii) Authorizing
13 the chair of the Board of Supervisors to Execute the Disposition and Development Agreement on behalf
14 of the County; and (iv) Authorizing County, District, and Water Agency Staff to Take all necessary
15 Actions to Implement the Disposition and Development Agreement.” (Exhibit A.)

16 47. The Ordinance becomes effective from and after 30 days after the date of its passage.

17 48. Further, on July 11, 2017, COUNTY OF SONOMA determined that the Project constitutes
18 a “Project” within the meaning of the California Environmental Quality Act (“CEQA”), but that the
19 Project is exempt from the provisions of CEQA because it can be seen with certainty that there is no
20 possibility that the activities in question may have a significant effect on the environment. COUNTY
21 OF SONOMA did not file a Notice of Exemption for the Project. COUNTY OF SONOMA failed to
22 solicit public comments and to hold a public hearing on its determination that the Project is exempt
23 from CEQA. Further, COUNTY OF SONOMA failed to conduct any of the studies required by CEQA.

24 49. On July 28, 2017, COUNTY OF SONOMA and DEVELOPER entered into a Right of
25 Entry and Access Agreement by which COUNTY OF SONOMA granted DEVELOPER the right to
26 enter the Chanate Campus to perform invasive and non-invasive testing and investigation.

27 50. The terms of the Disposition and Development Agreement are internally inconsistent and
28 misleading and confusing to the public. The time of transfer of title to the Chanate Campus is unclear.

1 The Disposition and Development Agreement provides that the COUNTY OF SONOMA will deed title
2 to the Chanate Campus to DEVELOPER after all conditions precedent have been satisfied, including
3 entitlement of the Project by the City of Santa Rosa. The Memorandum of Disposition and
4 Development Agreement, which was approved by the Board of Supervisors on July 11, 2017, and
5 which is to be recorded in the County of Sonoma, represents that DEVELOPER “has acquired title to
6 the Property from the County pursuant to” the Disposition and Development Agreement.

7 DEVELOPER is allowed to encumber all or some of the Chanate Campus with a deed of trust or
8 mortgage to secure construction loan(s). Further, the Lease Agreement requires COUNTY OF
9 SONOMA to pay the leased property’s pro-rata share of real property taxes.

10 51. Further, the sales price for the Chanate Campus property is unclear. DEVELOPER is not
11 required to pay the purchase price to COUNTY OF SONOMA until all entitlements are received.
12 According to the Disposition and Development Agreement, DEVELOPER will pay COUNTY OF
13 SONOMA the sum of \$6 million, increasing the sales price by \$13,800 per unit for every unit above
14 400 units as approved by the City of Santa Rosa, not to exceed a total sales price of \$12.5 million. The
15 sales price is below appraised value for the Chanate Campus without entitlements and is well below
16 appraised value for the Chanate Campus with entitlements.

17 52. The Ordinance, and the Disposition and Development Agreement, which was approved by
18 the Ordinance, includes the following additional provisions:

19 a. COUNTY OF SONOMA will provide staffing by its public employees to work with
20 DEVELOPER to assist in coordinating and facilitating the expeditious processing and
21 consideration of all necessary Project approvals by the City of Santa Rosa. COUNTY OF
22 SONOMA will collaborate with DEVELOPER in preparing the Conceptual Project Plans to
23 submit to the City of Santa Rosa. On July 11, 2017, the Board of Supervisors appropriated the
24 sum of \$300,000 to pay expenses associated with the transfer of the Chanate Campus, including
25 funding assistance by COUNTY OF SONOMA to DEVELOPER;

26 b. DEVELOPER may reap a windfall profit by selling the Chanate Campus, as entitled,
27 to a third party for far greater value than the price paid by DEVELOPER to COUNTY OF
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1 SONOMA for the Chanate Campus. However, any third party purchasing the Chanate Campus
2 is not bound by the terms of the Disposition and Development Agreement;

3 c. The terms of the Disposition and Development Agreement allow DEVELOPER to
4 avoid its obligations under the Agreement by any of the following:

5 1) Declaring bankruptcy;

6 2) Selling the property. The DEVELOPER may sell the Project to a third party
7 without approval by COUNTY OF SONOMA and, upon sale to a third party, the third
8 party is not bound by the provisions of the Disposition and Development Agreement;

9 3) If DEVELOPER defaults on a construction loan secured by all or parts of the
10 Chanate Campus, the holder of the mortgage or deed of trust on the Project who acquires
11 title or possession to the Project by foreclosure, trustee's sale, deed in lieu of
12 foreclosure, or otherwise, is not obligated by the provisions of the Disposition and
13 Development Agreement to construct or complete improvements on the Chanate
14 Campus or to guarantee such construction or completion;

15 e. DEVELOPER will deposit the sum of \$2.5 million with COUNTY OF SONOMA;
16 but, if the Disposition and Development Agreement is terminated prior to closing due to
17 DEVELOPER's default, DEVELOPER is entitled to a refund of \$2 million plus interest;

18 f. Pursuant to a Lease Agreement, COUNTY OF SONOMA will lease back from
19 DEVELOPER 3313 Chanate Road, Santa Rosa, containing approximately 18,071 square feet of
20 administrative office and laboratory space and 122 parking spaces, and/or 3336 Chanate Road,
21 Santa Rosa, CA, containing approximately 7,550 square feet used for coroner and morgue
22 operations for the term of 5 years for the amount of \$1 per year, plus payment of property taxes;

23 53. The Disposition and Development Agreement fails to provide the following common-sense
24 protections for the public, which should be found in any ordinary and reasonable contract:

25 a. Public amenities are not required to be constructed until the City of Santa Rosa has
26 issued certificates of occupancy for 50% of the total number of residential units, which is not
27 defined at this time;

28 b. A definite sales price for the property;

- 1 c. DEVELOPER is not required to provide personal guarantees by its principal;
2 d. Adequate insurance;
3 e. A clear date or event for the transfer of title to the property;
4 f. Adequate compensation for the property;
5 g. Adequate protection for the taxpayers from default or bankruptcy by DEVELOPER;
6 h. A guarantee that public improvements will ever be built or protection in the event
7 some or all of the public improvements are not built;
8 i. Protection for the taxpayers in the event of sale or conveyance by other method of the
9 property or the Project by DEVELOPER to a third party who is not bound by the provisions of
10 the Disposition and Development Agreement.

11 54. FRIENDS OF CHANATE further alleges that the actions taken by COUNTY OF
12 SONOMA described herein are contrary to law and constitute an abuse of discretion as specifically
13 alleged below.

14 **FIRST CAUSE OF ACTION FOR**
15 **BROWN ACT VIOLATIONS**
16 (Gov. Code §§54950, et seq.)

17 55. FRIENDS OF CHANATE incorporates by reference paragraphs 1 through 54 as though set
18 forth fully herein.

19 56. The Brown Act is California's Open Meetings Act. The Brown Act requires that all public
20 business be conducted in public. The Brown Act requires a public agency to conduct all business in
21 public meetings. (Gov. Code §54953). Under certain, specified conditions, a public agency may
22 conduct business in closed session. A local agency may hold a closed session with its negotiator prior
23 to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to
24 its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.
25 However, prior to the closed session, the legislative body of the local agency shall hold an open and
26 public session in which it identifies its negotiators, the real property or real properties which the
27 negotiations may concern, and the person or persons with whom its negotiators may negotiate. (Gov.
28 Code §54956.8.)

1 57. On September 13, 2016, January 10, 2017, January 24, 2017, March 28, 2017, May 2, 2017,
2 May 16, 2017 and May 23, 2017, COUNTY OF SONOMA violated Government Code §§54954.2,
3 54953, and 54956.8 by holding closed sessions to direct its staff to negotiate the development
4 agreement described above with DEVELOPER. Deliberations and direction of COUNTY OF
5 SONOMA during these closed sessions appear to have far exceeded discussions of the price and terms
6 of payment for the sale and/or lease of the Chanate Campus, and included a proposed site plan,
7 residential housing, a retail center, public improvements including roads, trails, and a traffic circle, a
8 detailed schedule of performance, a conservation easement, a provision for COUNTY OF SONOMA to
9 claw back the project if the City of Santa Rosa did not entitle the Project as required by the Disposition
10 and Development Agreement and to entitle the Project itself, and for the appropriation of \$300,000 of
11 public funds to assist DEVELOPER to obtain entitlements from the City of Santa Rosa.

12 58. COUNTY OF SONOMA failed to hold open and public sessions in which COUNTY OF
13 SONOMA identified the person with whom its negotiators would negotiate, in violation of Gov. Code
14 §§54954.2, 54953, and 54956.8.

15 59. COUNTY OF SONOMA further failed to notify the public when it decided to reduce its
16 price for the Chanate Campus from \$15 million to the price it ultimately negotiated with
17 DEVELOPER. In fact, COUNTY OF SONOMA agreed to sell the Chanate Campus to DEVELOPER
18 for less than one-half the price it demanded in its RFP.

19 60. On July 11, 2017, COUNTY OF SONOMA finally took action in public to approve the
20 Ordinance, following its secret deliberations and negotiations. Approval of the Ordinance violated
21 Gov. Code §§54953 and 54956.8 in that approval of the Ordinance was the result of the closed sessions
22 set forth above.

23 61. On June 14, 2017, June 19, 2017, and again on July 11, 2017, individual members of
24 FRIENDS OF CHANATE demanded COUNTY OF SONOMA cure or correct the violations alleged
25 above and COUNTY OF SONOMA had the opportunity to cure or correct said violations, but failed to
26 do so.

27 WHEREFORE, FRIENDS OF CHANATE prays for the relief set forth below.

28 //

1 **SECOND CAUSE OF ACTION FOR VIOLATIONS OF THE**
2 **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**
3 **(Public Resources Code §§21000, et seq.)**

4 62. FRIENDS OF CHANATE incorporates by reference paragraphs 1 through 61 as though set
5 forth fully herein.

6 63. The California Environmental Quality Act (CEQA) is California’s premier environmental
7 protection law. CEQA requires a public agency to study potential environmental impacts of a proposed
8 project; it also requires the public agency to conduct a public process, including opening a public
9 comment period, soliciting public comments and questions, and responding to the public’s comments
10 and questions. CEQA’s mandate for public input and environmental review ensures that members of
11 the decision-making body will consider the information necessary to render decisions that intelligently
12 take into account the consequences of their proposed actions. (Pub.Res.Code §21080.5(d)(2)(D); 14
13 California Code of Regulations (“CCR”) §15088; *Mountain Lion Foundation v. Fish and Game*
14 *Commission* (1977) 16 Cal.4th 105, 133.)

15 64. The CEQA process protects not only the environment, but also protects informed self-
16 government. (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564.)

17 65. All public agencies in California must comply with CEQA. (Pub.Res.Code §21080(a).)
18 COUNTY OF SONOMA is a public agency that is mandated to comply with CEQA.

19 66. A proposed government action requires environmental review under CEQA when the
20 subject of a contemplated approval by the public agency constitutes a “project” within the meaning of
21 CEQA, (Pub.Res.Code §21065, 14 CCR §15378(a).) On July 11, 2017, COUNTY OF SONOMA
22 determined that approval of the Project constitutes a “project” within the meaning of CEQA.

23 67. CEQA allows exemption of a project from environmental review for certain, specified
24 reasons. If a project is not exempted from CEQA by statute or regulation, it may nonetheless be exempt
25 from environmental review if it can be seen with certainty that there is no possibility that the activities
26 in question may have a significant effect on the environment.

O'BRIEN WATERS & DAVIS, LLP
Attorneys at Law
P.O. Box 3759
Santa Rosa, CA 95402-3759
(707) 545-7010

1 68. The standard of review for this Court on this Petition for Writ of Mandate is whether
2 COUNTY OF SONOMA abused its discretion by failing to proceed in a manner required by law and
3 making a decision not supported by substantial evidence.

4 69. By its actions alleged herein, COUNTY OF SONOMA abused its discretion and failed to
5 proceed in a manner required by law in violation of 14 CCR §15061(b)(3) by wrongfully determining
6 that the Disposition and Development Agreement, which it determined is a “project” within the
7 meaning of CEQA, is exempt from the requirements of CEQA. The evidence in the record does not
8 support COUNTY OF SONOMA’s conclusion that it can be seen with certainty that there is no
9 possibility that the activities in question may have a significant effect on the environment.

10 70. By its actions alleged herein, COUNTY OF SONOMA further failed to proceed in a manner
11 required by law to complete an environmental checklist and initial study, and failed to study existing
12 structures of historical significance, known earthquake hazards, traffic impacts, impacts of light and
13 noise and other environmental impacts to the Chanate Campus and the surrounding community, as well
14 as impacts to public agencies such as schools prior to committing the COUNTY OF SONOMA and its
15 public resources to support DEVELOPER’s development proposal and to commit to issuing
16 entitlements itself if the City of Santa Rosa does not do so.

17 71. Further, by its actions alleged herein, COUNTY OF SONOMA exercised its discretion to
18 support development of the Project through subsidies and/or other forms of assistance to the
19 DEVELOPER, and issued the DEVELOPER a discretionary contract, subsidy, loan and/or other form
20 of financial assistance or other entitlement for use of the Chanate Campus for development of the Project
21 in violation of Pub.Res.Code §21080 and 14 CCR 15352(a) and (b).

22 72. COUNTY OF SONOMA has committed itself to a course of action for the development of
23 the Chanate Campus and, further, has committed itself to issuing entitlements for the Project should the
24 City of Santa Rosa fail to issue the entitlements sought by COUNTY OF SONOMA and
25 DEVELOPER, thereby wrongfully seeking to usurp, control, intrude upon and/or undermine the rights
26 and responsibilities of FRIENDS OF CHANATE, the City of Santa Rosa and the Local Agency
27 Formation Commission (“LAFCO”).

28 WHEREFORE, FRIENDS OF CHANATE prays for the relief requested below.

**THIRD CAUSE OF ACTION FOR VIOLATION OF
CALIFORNIA CONSTITUTION, ART. XVI**

73. FRIENDS OF CHANATE incorporates by reference paragraphs 1 through 72 as though set forth fully herein.

74. The value purportedly to be received from DEVELOPER by COUNTY OF SONOMA for the sale of the Chanate Campus to DEVELOPER is illusory and is not adequate consideration in that, under the terms of the Disposition and Development Agreement, DEVELOPER may avoid his obligations by default and by bankruptcy or may sell the Project to a third party, which third party is not bound by the obligations of the Disposition and Development Agreement. Further, DEVELOPER is allowed to encumber the Chanate Campus, but will not pay COUNTY OF SONOMA the purchase price for the property until all entitlements are received. COUNTY OF SONOMA therefore risks losing title to some or all of the Chanate Campus property if DEVELOPER defaults on his construction loan and, in that event, COUNTY OF SONOMA must repay DEVELOPER \$2 million of his deposit, plus interest. The purchase of and/or use of the Chanate Campus by the DEVELOPER, under the terms and conditions of the Disposition and Development Agreement, is therefore illusory and inadequate consideration and constitutes a gift of public funds and/or an improper loan of public funds in violation of the California Constitution, Art. XVI, sec. 6.

75. Further, COUNTY OF SONOMA represented to the public on numerous occasions, including in its offer to sell the Chanate Campus as surplus property and in its RFP, that it would accept no less than \$15 million in payments for the Chanate Campus. COUNTY OF SONOMA substantially reduced the price without public notice, when it agreed to sell the Chanate Campus to DEVELOPER. Said price reduction constitutes a gift of public funds in violation of the California Constitution, Art. XVI, sec. 6.

76. The commitment by COUNTY OF SONOMA to utilize County staff to assist the DEVELOPER to prepare the Conceptual Project Plans and to obtain entitlements for the Project from the City of Santa Rosa and the appropriation of \$300,000 of public funds by COUNTY OF SONOMA for such purpose constitutes an improper appropriation of public funds for the benefit of a private corporation, association, or institution in violation of the California Constitution, Art. XVI, sec. 3.

1 WHEREFORE, FRIENDS OF CHANATE prays for the relief requested below.

2 **FOURTH CAUSE OF ACTION FOR VIOLATIONS OF**
3 **GOV. CODE §25515.2(f)**
4 **(PUBLIC NOTICES)**

5 77. FRIENDS OF CHANATE incorporate by reference paragraphs 1 through 76 as though set
6 forth fully herein.

7 78. COUNTY OF SONOMA failed to comply with the provisions of Gov. Code §25515.2(f) by
8 the following:

- 9 a) failing to properly report after closed sessions;
10 b) failing to properly notify the public of its negotiations, the identity of the negotiators, and
11 actions;
12 c) failing to notify the public that it was reducing the price demanded for the Chanate Campus
13 from \$15 million as represented in its notice of sale of surplus property and in its RFP; and
14 d) negotiating an entire development agreement without public hearings.

15 WHEREFORE, FRIENDS OF CHANATE prays for the relief requested below.

16 **FIFTH CAUSE OF ACTION FOR**
17 **DECLARATORY RELIEF**

18 79. FRIENDS OF CHANATE incorporates by reference paragraphs 1 through 78 as though set
19 forth fully herein.

20 80. An actual controversy exists between FRIENDS OF CHANATE and the COUNTY OF
21 SONOMA. FRIENDS OF CHANATE contend that COUNTY OF SONOMA has acted contrary to law
22 as set forth above, and must therefore vacate and set aside the Ordinance and the Resolution and vacate
23 and set aside its appropriation of \$300,000, as alleged herein. FRIENDS OF CHANATE is informed
24 and believes, and thereon alleges, that COUNTY OF SONOMA disputes these contentions. A judicial
25 resolution of this controversy is therefore necessary and appropriate.

26 81. If COUNTY OF SONOMA is not ordered to set aside and vacate Ordinance no. 6205 and
27 vacate and set aside the Ordinance and the Resolution as alleged herein, FRIENDS OF CHANATE and
28 the public will be irreparably harmed. FRIENDS OF CHANATE has no plain, speedy, and adequate

1 remedy in the ordinary course of law. Unless this Court issues a writ of mandate or injunctive relief
2 vacating the Ordinance and all documents executed pursuant to the Ordinance, vacating COUNTY OF
3 SONOMA's appropriation of \$300,000, as alleged herein, and requiring COUNTY OF SONOMA to
4 comply with the law as alleged herein, COUNTY OF SONOMA's Disposition and Development
5 Agreement with DEVELOPER will violate applicable law as alleged herein. No monetary damages or
6 other legal remedy could adequately compensate FRIENDS OF CHANATE and the public for the harm
7 to essential public process, environmental review and environmental quality threatened by the actions
8 of COUNTY OF SONOMA alleged herein. Further, the public will be irreparably harmed by the sale
9 of the Chanate Campus for less than adequate consideration.

10 WHEREFORE, FRIENDS OF CHANATE prays for the relief requested below.

11 **ATTORNEYS FEES AND COSTS OF SUIT**

12 82. FRIENDS OF CHANATE incorporates by reference paragraphs 1 through 81 as though set
13 forth fully herein.

14 83. FRIENDS OF CHANATE prays for an award of attorney fees and costs pursuant to Code of
15 Civil Procedure §1021.5. This Petition and Complaint is brought to enforce an important public right to
16 open and public meetings of the Board of Supervisors for the COUNTY OF SONOMA, an important
17 public right to public process as required by law, an important public right to adequate consideration for
18 the use and/or sale of public property, and an important public right to notification of the sale of public
19 property according to law. This Petition and Complaint will confer a significant benefit on the general
20 public by protecting said rights.

21 WHEREFORE, FRIENDS OF CHANATE prays for the relief requested below.

22 **PRAYER FOR RELIEF**

23 FRIENDS OF CHANATE prays for the following relief:

24 1. For a writ of mandate to issue requiring RESPONDENT/DEFENDANT COUNTY OF
25 SONOMA to set aside its approval of Ordinance no. 6205 and all documents and approvals referenced
26 therein, and Resolution no 17-0272, and to conduct further proceedings in accordance with law;

27 //

1 2. For a temporary restraining order and preliminary injunction restraining the sale of the
2 Chanate Campus by RESPONDENT/DEFENDANT COUNTY OF SONOMA, and restraining the
3 execution, implementation, and all further activity pursuant to the terms of Ordinance no. 6205 and
4 Resolution no. 17-0272;

5 3. For a preliminary injunction enjoining RESPONDENT/DEFENDANT COUNTY OF
6 SONOMA from the sale of the Chanate Campus and restraining the execution, implementation, and all
7 further activity pursuant to the terms of Ordinance no. 6205 and the Disposition and Development
8 Agreement and Resolution no. 17-0272;

9 4. For a declaration pursuant to Gov. Code §54960.1(a) that Ordinance no. 6205 and Resolution
10 no. 17-0272 are null and void;

11 5. For other declaratory relief;

12 6. For an award of attorney's fees and costs;

13 7. For costs of suit pursuant to CCP §1032; and

14 8. For such other relief as the court deems necessary and proper.

15
16 Dated: August 9, 2017

O'BRIEN WATTERS & DAVIS, LLP

17
18 By: Noreen M. Evans
19 Noreen M. Evans
20 Attorney for Petitioner and Plaintiff
21 Friends of Chanate
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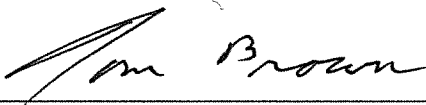
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VERIFICATION

I, Tom Brown, on behalf of Friends of Chanate, the Petitioner and Plaintiff in the above-entitled action, have read the foregoing Verified Petition for Writ of Mandamus and Complaint for Declaratory Relief and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein alleged on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: August 9, 2017



Friends of Chanate, by Tom Brown

ORDINANCE NO. 6205

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA (COUNTY), THE BOARD OF DIRECTORS OF THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT (DISTRICT) AND THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY (WATER AGENCY): (I) APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF SONOMA AND CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC AUTHORIZING THE SALE OF 82-ACRES OF COUNTY-OWNED LAND COMMONLY KNOWN AS THE CHANATE CAMPUS AND PROVIDING PARAMETERS FOR THE DEVELOPMENT OF SAID PROPERTY; (II) APPROVING THE FORM OF A PUBLIC IMPROVEMENT CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE COUNTY, THE DISTRICT, THE WATER AGENCY, AND CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC; (III) AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE DISPOSITION AND DEVELOPMENT AGREEMENT ON BEHALF OF THE COUNTY; AND (IV) AUTHORIZING COUNTY, DISTRICT, AND WATER AGENCY STAFF TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE DISPOSITION AND DEVELOPMENT AGREEMENT

The Board of Supervisors of the County of Sonoma, State of California, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Directors of the Sonoma County Water Agency ordain as follows:

Section I. Findings. The County Board of Supervisors, the District Board of Directors, and the Water Agency Board of Directors find and declare the following:

- A. The County of Sonoma (County) is the fee owner of approximately 117-acres of real property located along Chanate Road in Santa Rosa, California, designated as Sonoma County Assessor Parcel Numbers 180-820-009, 180-820-010, 180-090-007, 173- 130-038, 180-090-002, 180-090-001, 180-090-010, 180-090-008, 180-090-009, 180-090-016, 180-090-003, 180-090-004, 180-090-005, 180-090-006, 180-100-001, 180-100-029, and commonly known as the Chanate Campus (“Property”).
- B. The Property includes approximately 26.50 acres (APN 180-090-007) controlled by the Sonoma County Water Agency (Water Agency) and approximately 9.00 acres (APN 180-820-010 & 180-820-009) controlled by the Sonoma County Agricultural Preservation and Open Space District (District), which property shall be retained by the Water Agency and the District, respectively. The County previously determined that the balance of the Property—comprised of approximately 82 acres (the “Disposition Property”)—will be surplus to the County’s needs and is available for sale and development.
- C. On October 28, 2015, the County provided written offers to sell or lease the Disposition Property as surplus land to entities designated pursuant to Government

EXHIBIT A

Code section 54222. The County received no responses to the written offers to sell or lease the Property by the December 28, 2015 deadline. Accordingly, the County is authorized to undertake the sale of the Property pursuant to the applicable law of the State of California, including Article 7.5 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code, consisting of sections 25515 through 25515.5.

- D. The County desires to sell the Disposition Property to facilitate the development of additional housing stock (including affordable housing). On August 11, 2015, the County Board of Supervisors directed County staff to solicit a master developer to work with the County to plan for the development of the Disposition Property and implement County's vision
- E. On February 2, 2016, the Board authorized the issuance of a Request for Proposals ("RFP") soliciting a master developer to work with the County to repurpose the Disposition Property.
- F. The County received two responses to the RFP that were evaluated by a selection committee. County staff presented the recommended proposal to the Board of Supervisors on September 8, 2016, at which time the Board of Supervisors accepted the staff recommendation and directed staff to enter into an exclusive negotiating agreement with the selected developer to facilitate negotiation of a potential disposition and development of the Disposition Property.
- G. On February 7, 2017, the County entered an Agreement to Negotiate Exclusively with Chanate Community Developer Partners, LLC (Developer), and County staff began negotiating the potential sale of the Disposition Property to Developer for development of a new mixed-use community providing housing, including affordable housing, to serve the diverse needs of the community, a village center with neighborhood retail, services, arts and cultural opportunities, and extensive open space areas, including improvements to the portion of the Property being retained by the District and the Water Agency.
- H. County staff have concluded negotiations with Developer and recommend that the Board of Supervisors approve the Disposition and Development Agreement providing for the terms and conditions of the sale of the Disposition Property to Developer.
- I. Government Code section 25515.2(a) requires the County to adopt an ordinance to authorize the Disposition and Development Agreement providing for the sale of the Disposition Property to Developer.
- J. In accordance with Government Code section 25515.2(b), the County provided notice of the time and place for the public hearing to consider the adoption of this ordinance authorizing the Disposition and Development Agreement to sell the Disposition Property to the Developer. Said notice was published in the Press Democrat on June 6, 2017, and June 13, 2017, and mailed to all persons requesting special notice and to all present tenants of the Disposition Property and to all owners of land adjoining the Disposition Property, as required by law.

K. The County Board of Supervisors held a public hearing to consider the proposed Disposition and Development Agreement, at which time all interested persons were provided an opportunity to be heard.

Section II. Compliance with California Environmental Quality Act (CEQA). Approval of the proposed Disposition and Development Agreement is exempt from the requirements of CEQA pursuant to State CEQA Guidelines section 15061(b)(3) because CEQA applies only to projects that have the potential to cause a significant effect on the environment and it can be seen with certainty that there is no possibility that approval of the Disposition and Development Agreement may have a significant effect on the environment. As set forth in the Agreement, the conveyance of the Disposition Property and resulting development is subject to the review and approval of the City of Santa Rosa and all such approvals will be subject to the prior evaluation of the environmental impacts of such development in accordance with CEQA.

Section III. Approval of Disposition and Development Agreement. The County Board of Supervisors finds that the sale of the Disposition Property, subject to the terms and conditions set forth in the Disposition and Development Agreement, is in the vital and best interests of the County, and the health, safety, and welfare of the County's residents, and is in accord with the provisions of applicable federal, state and local law. Further, as provided by Government Code sections 25515.1(b) and 25515.2(d), the County Board of Supervisors has determined that the sale and development of the Disposition Property as provided by the Disposition and Development Agreement (i) will result in economic benefits to the County and offers the greatest economic return to the County, (ii) meets the residential, commercial, industrial, and cultural development needs of the County, and (iii) will not interfere with the use and development of the Property retained by the District and the Water Agency.

Section IV. Authority to Execute Disposition and Development Agreement. The County Board of Supervisors hereby authorizes and directs the Chair, upon the effective date of this ordinance, to execute, on behalf of the County, that certain agreement entitled "Disposition and Development Agreement by and between the County of Sonoma, a political subdivision of the State of California, and Chanate Community Development Partners, LLC, a California limited liability company."

Section V. Approval of Form of Public Improvement Construction and Maintenance Agreement. The County Board of Supervisors, the District Board of Directors, and the Water Agency Board of Directors hereby approve the form of the Public Improvement Construction and Maintenance Agreement attached to the Disposition and Development Agreement as Exhibit G on behalf of their respective agencies.

Section VI. Delegation of Authority to Staff. The County Board of Supervisors, the District Board of Directors, and the Water Agency Board of Directors, respectively, hereby individually and collectively authorize the County's Director of General Services, or her/his designated deputies and assistants, the District's General Manager, or her/his designated deputies and assistants, and the Water Agency's General Manager, her/his

designated deputies and assistants, to execute, on behalf of their respective organizations, any and all documents and agreements, and to do and perform any and all acts consistent with this ordinance that are appropriate, necessary, or convenient to carry out its purposes

Section VII. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The County Board of Supervisors, the District Board of Directors, and the Water Agency Board of Directors hereby declare that they would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section VIII. Effective Date. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Directors of the Sonoma County Water Agency introduced on the 20th day of June, 2017, and finally passed and adopted this 11th day of July, 2017, on regular roll call of the members of said Board by the following vote:

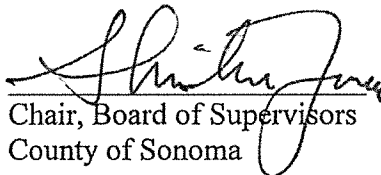
SUPERVISORS:

Gorin: Aye Rabbitt: Aye Gore: Aye Hopkins: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.


Chair, Board of Supervisors
County of Sonoma

ATTEST: Sheryl Bratton
by: Darin Bates
Sheryl Bratton,
Clerk of the Board of Supervisors


DIRECTORS:

Gorin: Aye Rabbitt: Aye Gore: Aye Hopkins: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the President declared the above and foregoing Ordinance duly adopted and

SO ORDERED.


President, Board of Directors
Sonoma County Agricultural Preservation
and Open Space District

ATTEST: SHERYL BRATTON
by: Darin Bratton
Sheryl Bratton,
Clerk of the Board of Directors


Directors:

Gorin: Aye Rabbitt: Aye Gore: Aye Hopkins: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the President declared the above and foregoing Ordinance duly adopted and

SO ORDERED.


President, Board of Directors
Sonoma County Water Agency

ATTEST: SHERYL BRATTON
by: Darin Bratton
Sheryl Bratton,
Clerk of the Board of Directors



County of Sonoma
State of California

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

ATTEST: JUL 11 2017

SHERYL BRATTON, Clerk/Secretary
BY *Sheryl Bratton*
DEPUTY CLERK/ASST. SECRETARY

Date: July 11, 2017
Item Number: 9
Resolution Number: 17-0272

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Budgetary Adjustments To The 2017-18 Final Budget For The General Services
Department, In The Amount Of \$2,500,000.**

Whereas, the Board of Supervisors has adopted a Final Budget for the Capital Projects,
and

Whereas, the Government Code allows for adjustments to the Final Budget during the
2017-18 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized
and directed to make all necessary operating transfers and the following budgetary
adjustments:

Financing Uses:

CAPITAL PROJECT (21122): County Government Center Development
(40103100), Maintenance – Buildings and Improvements (51071) \$300,000

Financing Sources:

CAPITAL PROJECT (21122): County Government Center Development
(40103100), Unearned Revenue (25100) (\$2,500,000)

Supervisors:

Gorin: Aye Rabbitt: Aye Gore: Aye Hopkins: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

EXHIBIT B

So Ordered.

O'Brien
Watters
& Davis LLP

Attorneys at Law

Noreen M. Evans

NEvans@obrienlaw.com

August 7, 2017

AMENDED NOTICE OF INTENT TO FILE CEQA PETITION (Public Resources Code
§21167.5)

VIA PERSONAL SERVICE

County of Sonoma
Board of Supervisors
575 Administration Drive
Room 100
Santa Rosa, CA

Re: Friends of Chanate v. County of Sonoma

To COUNTY OF SONOMA:

PLEASE TAKE NOTICE, pursuant to Public Resources Code §21167.5, that petitioners, FRIENDS OF CHANATE, an unincorporated neighborhood association, intend to file a petition under the provisions of the California Environmental Quality Act ("CEQA") against Respondent County of Sonoma, challenging:

1) its approval of an Ordinance on July 11, 2017, (i) APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF SONOMA AND CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC AUTHORIZING THE SALE OF 82 ACRES OF COUNTY-OWNED LAND COMMONLY KNOWN AS THE CHANATE CAMPUS AND PROVIDING PARAMETERS FOR THE DEVELOPMENT OF SAID PROPERTY; (ii) APPROVING THE FORM OF A DEVELOPMENT OF A PUBLIC IMPROVEMENT, CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE COUNTY, THE DISTRICT, THE WATER AGENCY, AND CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC; (iii) AUTHORIZING THE CHAIR OF THE BOARD OF

voice 707.545.7010 / facsimile 707.544.2861 / www.obrienlaw.com

Fountaingrove Corporate Centre I / 3510 Unocal Place, Suite 200 / P.O. Box 3759 / Santa Rosa, California 95402-3759

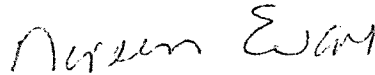
EXHIBIT C

SUPERVISORS TO EXECUTE THE DISPOSITION AND DEVELOPMENT AGREEMENT ON BEHALF OF THE COUNTY; AND (iv) AUTHORIZING COUNTY, DISTRICT, AND WATER AGENCY STFF TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE DISPOSITION AND DEVELOPMENT AGREEMENT;

2) its determination that approval of the Development and Disposition Agreement approved on July 11, 2017 is exempt from CEQA pursuant to State CEQA Guidelines §15061(b)(3); and

3) its appropriation of \$300,000.

Very truly yours,



Noreen M. Evans,
Attorney for Friends of Chanate

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): O'Brien Watters & Davis, LLP Noreen M. Evans, Esq., CSB #102385 Fountaingrove Corporate Centre I 3510 Unocal Place, Suite 200 Santa Rosa, CA 95403 TELEPHONE NO.: 707.545.7010 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Friends of Chanate</p>	<p>FOR COURT USE ONLY</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA STREET ADDRESS: 600 Administration Drive MAILING ADDRESS: CITY AND ZIP CODE: Santa Rosa, 95403 BRANCH NAME:</p>	
<p>PETITIONER/PLAINTIFF: FRIENDS OF CHANATE RESPONDENT/DEFENDANT: COUNTY OF SONOMA</p>	
<p>PROOF OF PERSONAL SERVICE—CIVIL</p>	<p>CASE NUMBER:</p>

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- I am over 18 years of age and not a party to this action.
- I served the following documents (specify):
 AMENDED NOTICE OF INTENT TO FILE CEQA PETITION (Public Resources Code Sec. 21167.5) dated August 7, 2017 (2 pages) and signed by Noreen Evans

The documents are listed in the Attachment to Proof of Personal Service—Civil (Documents Served) (form POS-020(D)).

- I personally served the following persons at the address, date, and time stated:
 - Name: County of Sonoma Board of Supervisors
 - Address: 575 Administration Drive, Room 100; Santa Rosa, CA 95403
 - Date: August 7, 2017
 - Time: 4:17 p.m. - taken by Lisa Buchold, Sr. Office Asst. for Board of Supervisors / Authorized

The persons are listed in the Attachment to Proof of Personal Service—Civil (Persons Served) (form POS-020(P)).


- I am
 - not a registered California process server.
 - a registered California process server.
 - an employee or independent contractor of a registered California process server.
 - exempt from registration under Business & Professions Code section 22350(b).

- My name, address, telephone number, and, if applicable, county of registration and number are (specify):
 Wendy Woods, RPS: Sonoma County #P-408 Telephone: 707.495.5577
 Woods Legal Support Services, 2360 Mendocino Avenue, #A2-203; Santa Rosa, CA 95403

- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- I am a California sheriff or marshal and certify that the foregoing is true and correct.

Date: August 7, 2017

Wendy Woods
 (TYPE OR PRINT NAME OF PERSON WHO SERVED THE PAPERS)


 (SIGNATURE OF PERSON WHO SERVED THE PAPERS)