



CITY OF EL PASO DE ROBLES
"The Pass of the Oaks"

CITY COUNCIL MINUTES

Tuesday, August 7, 2007 7:30 PM

**MEETING LOCATION: PASO ROBLES LIBRARY/CITY HALL
CONFERENCE CENTER, 1000 SPRING STREET**

**PLEASE SUBMIT ALL CORRESPONDENCE FOR CITY COUNCIL PRIOR
TO THE MEETING WITH A COPY TO THE CITY CLERK**

7:30 PM – CONVENE REGULAR MEETING

CALL TO ORDER – Downstairs Conference Center

PLEDGE OF ALLEGIANCE

INVOCATION – Dan Katches, Senior Pastor, Covenant Presbyterian Church

ROLL CALL Councilmembers John Hamon Gary Nemeth, Duane Picanco, Fred Strong, and Frank Mecham

PUBLIC COMMENTS

- John Borst requesting clarification on July 17, 2007 agenda item 1
- Norma Moye, announcing the 2007 Olive Festival on August 25 at the City Park
- Julie Valenzuela, regarding general landscaping policy for city property
- Justin LeVec provided information on the Central Coast Regional Energy Planning Conference in San Luis Obispo, August 23-24, 2007
- Gary Fowler, thanking the City of repair of city street lighting
- Mike Rivera, immigration
- Mike Compton, Director of Administrative Services announcing the CAFR award of merit
- Andrea Pease, on the U.S. Mayors Climate Protection Agreement

AGENDA ITEMS TO BE DEFERRED -

City Manager Jim App informed Council that Agenda Items Nos. 1 is recommended for continuance at the request of the applicant.

PRESENTATIONS - None

PUBLIC HEARINGS

1. Appeal of Planning Commission Denial of Conditional Use Permit 07-009, at 1521 Vine Street (Applicant: McCarthy Engineering, Inc.)
R. Whisenand, Community Development Director

The City Council considered a request to continue an appeal of a denial of a Conditional Use Permit to establish a bed and breakfast business at 1521 Vine Street, to a future undetermined date.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

By General Consent, the City Council agreed to continue the item to a future undetermined date

CONSENT CALENDAR

Mayor Mecham called for public comments on Consent Calendar items. At the request of the public, Items 2, 6 and 8 were pulled for separate discussion. There were no further comments from the public, either written or oral, and the public discussion was closed.

2. (pulled for separate discussion)
3. Approve Warrant Register: Nos. 71229—71376 (07/12/07), 71377—71522 (07/20/07), 71523-71626 (07/27/07), and Other Payroll Services.
4. Receive and file Advisory Body Committee minutes as follows:
Library Board of Trustees meeting of June 14, 2007
Parks and Recreation Advisory Committee meeting of June 12, 2007
Pioneer Museum Annual Report for 2006-2007
Streets and Utilities Committee meeting of October 27, 2006
5. Proclamation honoring the **9th Annual Relay for Life** event in Paso Robles, August 18-19, 2007 at the River Oaks Hot Springs and Spa.
6. (Pulled for separate discussion)
7. Read, by title only, and adopt Ordinance No. 936 N.S., adding to the City's Zoning Regulations a definition of "transient occupancy" (as a land use) which will be occupancy of lodging facilities for 30 continuous days or less. Transient occupancies are subject to the transient occupancy tax requirements of Municipal Code, Chapter 5.06. (1st reading July 17, 2007)
8. (Pulled for separate discussion)
9. Adopt Resolution 07-157 approving a lease agreement for office space at 821 Pine Street to relocate the City's Administrative Services Department and Information Technology Division, and appropriate \$900,000 from the City Hall Development Fund.
10. Adopt Resolution 07-158 approving the annual Transportation Development Act ("TDA") claim for fiscal year 2007, allocated as follows. TDA funds must be used for transit services and streets & roads purposes only.

| | |
|----------------------------------|--------------------|
| Pedestrian & Bikeways | \$22,983 |
| Streets & Roads | 270,000 |
| TDA Audit | 1,650 |
| Paso Transit Services | 729,874 |
| SLORTA Transit Services | <u>211,273</u> |
| Total | <u>\$1,235,780</u> |
11. Adopt Resolution 07-159 granting an easement to Pacific Gas & Electric at the old Fire Station No. 1 on 13th Street. The easement is necessary to complete the installation of underground utilities and provide ongoing access for maintenance and inspection work, related to the renovations for the Children's Museum.
12. Adopt Resolution 07-160 accepting the public improvements of Tract 2369-4, Lots 169-250, into the City's maintenance system, and authorizing release of Performance and Payment Bonds upon receipt of a Maintenance Bond in the amount of \$336,337. The subdivision is located along Montebello Oaks Drive, Kleck Road, and Vista Oaks Way. The improvements have been constructed to the satisfaction of City staff. (Fallingstar Homes)

13. Adopt Resolution 07-161 awarding a contract to replace City manhole lids and rings to Ahrens Corporation in the amount of \$24,784.
14. Adopt Resolution 07-162 providing "Notice of Intention" to abandon an unimproved 10-foot wide portion of 34th Street right-of-way, between Spring and Park Street, and set September 4, 2007 for the public hearing for the proposed closing. The purpose of the request is to reduce paved surfaces and augment the mixed use of the property adjacent to the proposed abandonment area (Rick Jeffrey)
15. Adopt Resolution 07-163 approving a Disadvantaged Business Enterprise (DBE) goal of two percent for fiscal year 2008.
16. Receive and file an update on actions taken since endorsing a plan to improve citizen emergency preparedness (the CERT Program).

Consent Calendar Items Nos. 3-5, 7, 9-16 were approved on a single motion by Councilmember Nemeth, seconded by Councilmember Hamon, with Councilmember Picanco abstaining on Warrant Register Item Nos. 071338, 071340, 071479, 071480, 071600, and Councilmember Strong abstaining on Warrant Register Item Nos. 190243, 190441, and Mayor Mecham abstaining on Warrant Register Item Nos. 07152 and 071617.

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham
 NOES:
 ABSTAIN:
 ABSENT:

By General Consent, the City Council accommodated the public in attendance and held the public hearing discussion for Item No. 6. Items 2 and 8 were moved the end of the agenda for discussion.

Mayor Mecham presented the Relay for Life Proclamation to Millie Drum.

DISCUSSION

6. Water User Rates - Nacimiento Water

Read, by title only, and adopt Ordinance No. 935 N.S., increasing water user rates to fund the Nacimiento Water project. Rates will increase \$12 per month effective October 1 and each subsequent July 1st through July 2010 until they reach \$60 monthly. (1st reading July 17, 2007).

Mayor Mecham opened the public hearing. Speaking from the public and opposing the ordinance were I.J. Swarbrick, John Borst (copy of comments attached to these minutes), Bill Tuck, Brooke Mayo, John Soper, William Sisler, James Hillcrest, Pasquale Padilla, Gary Fowler, Bill Irving, John Hollander and son, Walso Carminati, and Robert Nicklaus. There were no further comments from the public, either written or oral, and the public discussion was closed.

Following discussion, Councilmember Nemeth, seconded by Councilmember Strong, moved to adopt Ordinance No. 935 N.S., increasing water user rates to fund the Nacimiento Water Project.

Council adjourned for a 10-minute break at 9:00 PM to allow some members of the audience to withdraw from the conference room, and reconvened at 9:10 PM with the Mayor and all Councilmembers present

17. Economic Strategy – Marketing and Promotion - Appointing the Promotions Coordinating Committee J. App, City Manager

The City Council considered appointing a seven member Promotions Coordinating Committee (PCC)¹ to develop and oversee a community marketing plan. The majority of the committee membership is fixed with three members appointed by Council, with limited terms. These limited terms would apply to

¹ The seven-member committee includes four fixed members: Paso Robles Events Center CEO, Chamber of Commerce CEO, Wine Country Alliance Executive Director, Main Street Association Executive Director.

the hotel and private business representatives only. Two additional nominees were submitted for consideration for the private business member: Kathy Bonelli and John Hawley.

Mayor Mecham opened the public hearing. Speaking from the public was Dale Gustin. There were no further comments from the public, either written or oral, and the public discussion was closed.

Councilmember Nemeth, seconded by Councilmember Picanco, moved to (1) Establish the Promotions Coordinating Committee as a Council Advisory Body; and (2) Appoint Matt Masia and Margaret Johnson as the two hotelier members, and Pam Lyon for the private business member to the committee. Mr. Masia for an initial three-year term; and Mesdames Johnson and Lyon to two-year terms;

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham
NOES:
ABSTAIN:
ABSENT:

18. Mobile Water Treatment Unit for Ronconi Wells

D. Monn, Director of Public Works

The City Council considered authorizing an agreement for the short-term lease of a mobile water treatment unit for use at the Ronconi Wells to allow the City to meet increased water demand during May to October 2007.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Nemeth, seconded by Councilmember Strong, moved to adopt Resolution No. 07-164 authorizing an agreement with Pall Corporation in an amount not to exceed \$96,000 for the 3-month lease of the Pall Aria Mobile Micro filtration Treatment unit.

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Strong, and Mecham
NOES: Picanco
ABSTAIN:
ABSENT:

Making a declaration of conflict (the project being one of the Mayor's business accounts), Mayor Mecham recused himself from voting on Item No. 19, and left the room until deliberations were concluded. Mayor Pro Tem Nemeth assumed the chair of the meeting.

19. Request to Install Angle Parking on 8th and Park Streets

D. Monn, Director of Public Works

The City Council considered a request to install angle parking along the south side of 8th Street and west side of Park Street in connection with the development of a three-story mixed-use building. The developer (Chris Madson) will complete all frontage improvements. City Engineer, John Falkenstien presented the staff report.

Mayor Pro Tem Nemeth opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Hamon, seconded by Councilmember Strong, moved to (1) Approve the request for angle parking on 8th and Park Streets to be installed by developer at time of development; (2) Approve the installation of stop signs on Park Street at 8th Street

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Picanco, Strong, and Nemeth
NOES:
ABSTAIN: Mecham
ABSENT:

Mayor Mecham returned to the dais and assumed the chair.

20. Request to Install Angle Parking on 15th Street

D. Monn, Director of Public Works

The City Council considered a request to install angle parking along the south side of 15th Street, east of Spring Street in connection with the development of a two-story retail/office building. The developer (Kimo Pankey) will complete all frontage improvements. City Engineer, John Falkenstien presented the staff report.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Hamon, seconded by Councilmember Strong, moved to approve the request for angle parking on 15th Street to be installed by developer at time of development.

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham

NOES:

ABSTAIN:

ABSENT:

21. Request to Install Stop Control at Oak Street and 22nd Street

D. Monn, Director of Public Works

The City Council considered a stop control on Oak Street at 22nd Street to mitigate limited sight distance for westbound drivers resulting from angle parking near Scolari's Market. The stop signs will also enhance pedestrian access and safety near the market. City Engineer, John Falkenstien presented the staff report.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Strong, seconded by Councilmember Hamon, moved to approve the installation of stop signs at Oak Street at 22nd Street

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham

NOES:

ABSTAIN:

ABSENT:

22. Utility Easement Abandonment for Tract 2745 (H & D Highlands)

R. Whisenand, Community Development Director

The City Council considered a vacation of a portion of a utility easement over a vacated portion of Old South River Road, near Oak Hill Road. The purpose of the request is to expand commercial use of the adjacent parcel to the proposed area.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Strong, seconded by Councilmember Picanco, moved to adopt Resolution No. 07-165 to approve the request to vacate a portion of the Old South River Road public utilities easement.

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham

NOES:

ABSTAIN:

ABSENT:

**23. 2007 Community Development Block Grant (CDBG) Program
- Allocation Adjustment**

R. Whisenand, Community Development Director

The U.S. Department of Housing and Urban Development approved a 2007 allocation of CDBG funds \$1,016 less than expected. The City needs to make appropriation adjustments for non-administrative

projects (Therapy Pool rehab activity and PR Fellowship Development activity). Housing Programs Manager, Ed Gallagher presented the staff report.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Nemeth, seconded by Councilmember Strong, moved to adopt Resolution No.-07-166 to allocate the City's revised allotment of 2007 CDBG Funds;

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham

NOES:

ABSTAIN:

ABSENT:

24. General Obligation Bond Refunding

M. Compton, Director of Administrative Services

Current market conditions for long-term interest rates have provided the City the option to refund Series A and Series C of the 1998 General Obligation bonds to modestly reduce property owner tax liability for bonded indebtedness.

The City Council considered authorizing the method for refunding of these bonds for the remaining life of the outstanding bonds.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Picanco, seconded by Councilmember Strong, moved to adopt Resolution No.07-167 authorizing the issuance and sale of not-to-exceed \$34,000,000, 2007 General Obligation Refunding Bonds, approving a preliminary official statement, a continuing disclosure certificate, an escrow agreement, and all other authorizing actions based upon the "level savings" scenario;

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham

NOES:

ABSTAIN:

ABSENT:

25. Nacimiento Project Water Delivery Entitlement Contract

D. Monn, Public Works Director

The City Council considered amending the Nacimiento Project Water Delivery Entitlement Contract, primarily to address membership on the project commission, to reflect planned peaking capacity of deliveries to the City, and to change provisions pertaining to financing coverage factor.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Strong, seconded by Councilmember Nemeth, moved to adopt Resolution No. 07-168 approving continuing financial disclosures and other revenue bond financing matters in connection with the Nacimiento Water Project, and approving the second amendment to the Water Delivery Entitlement Contract.

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham

NOES:

ABSTAIN:

ABSENT:

26. Habitat Conservation Plan Grant Application

R. Whisenand, Community Development Director

The City Council considered partnering with San Luis Obispo County to apply for a Section 6 – Planning Grant from the U.S. Fish and Wildlife Service for preparation of a North County Habitat Conservation Plan. City Planner, Susan DeCarli presented the staff report.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

Councilmember Nemeth, seconded by Councilmember Hamon, moved to adopt Resolution No. 07-169 authorizing the City to be a co-applicant with San Luis Obispo County for a Section 6-Planning Grant Application to secure funding to develop a North County Habitat Conservation Plan.

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham
NOES:
ABSTAIN:
ABSENT:

27. City Tennis Court Facilities – Use Policy

A. Robb, Director Library, and Recreation Services

The City Council considered adopting a tennis court use policy and reservation fees for the four tennis courts at Centennial Park and four courts at Sherwood Park, as recommended by the Parks and Recreation Advisory Committee

Mayor Mecham opened the public hearing. Speaking from the public was Marty Filipian, Mary Falini, Laura Romero and Linda DeBrauwere. There were no further comments from the public, either written or oral, and the public discussion was closed.

Following discussion Councilmember Nemeth, seconded by Councilmember Picanco, moved to adopt a revised Tennis Court Use Policy, and adopt Resolution No. 07–170 initiating a tennis court reservation fee of \$4.00/hour for adults, and \$2.00/hour for youth. The revisions to the use policy concerned the manner of use of the courts for group instruction.

Motion passed by the following unanimous roll call vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham
NOES:
ABSTAIN:
ABSENT:

CITY MANAGER - None

CORRESPONDENCE - None

ADVISORY BODY COMMUNICATION –

AD HOC COMMITTEE COMMUNICATION

28. Ad Hoc Committee Formation – Downtown Parking Management Plan

R. Whisenand, Community Development Director

The City Council has received two proposals to analyze time restricted parking zones and prepare a Downtown Parking Management Plan. For the City Council to consider forming an ad hoc committee to work with staff.

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed.

It was the consensus of Council to appoint Councilmembers Hamon and Strong to an ad hoc committee to work with staff to select the most qualified firm to prepare the Downtown Parking Management Plan and report back to Council by December 31, 2007.

ITEMS PULLED FOR DISCUSSION

2. Approval City Council minutes of July 17, 2007.

Mayor Mecham opened the public hearing. Speaking from the public was John Borst concerning the council actions for item no. 1. There were no further comments from the public, either written or oral, and the public discussion was closed. By General Consent, the minutes of the City Council Regular Meeting of July 17, 2007 were approved.

8. Read, by title only, and adopt Ordinance No. 937 N.S., adopting the operating budget for the City's Redevelopment Agency for fiscal years 2008 and 2009. (1st reading July 17, 2007)

Mayor Mecham opened the public hearing. There were no comments from the public, either written or oral, and the public discussion was closed. By General Consent, Ordinance No. 937 N.S., adopting the operating budget for the City's Redevelopment Agency for fiscal years 2008-2009 was adopted.

COUNCIL COMMENTS (Including oral reports on conferences attended)

Councilmembers Nemeth and Strong gave a brief overview of the League of California Cities Mayors and Council Academy, in Monterey, July 25-28, 2007.

PUBLIC COMMENT ON CLOSED SESSION

City Attorney Iris Yang announced Council's authority to go into closed session to discuss the item listed. It was the consensus of Council to adjourn from regular session at 10:50 PM.

The City Council thereupon adjourned to Closed Session in the 2nd floor Large Conference Room.

CLOSED SESSION

CALL TO ORDER – Large Conference Room, 2nd Floor

- a. **Public Employee Performance Evaluation**
Government Code Section 54957
Title: City Manager

The City Council returned to Regular Session at 11:30 pm.

RETURN TO OPEN SESSION

CLOSED SESSION REPORT

City Attorney Iris Yang announced that there was no reportable action.

By unanimous voice vote, Council moved to adjourn from regular session at 11:30 pm.

ADJOURNMENT:

- To the Joint City Council Planning Commission Breakfast, 7:00 AM, August 17, 2007, at the Touch of Paso Restaurant, Paso Robles
- 2007 National Stock Horse Association Snaffle Bit Futurity August 20-26, 2007 at the Paso Robles Event Center
- To the Regular Meeting at 7:30 PM on Tuesday, August 21, 2007, at the Library/City Hall Conference Center, 1000 Spring Street

Submitted:

Deborah D. Robinson, Deputy City Clerk
Approved:

**THESE MINUTES ARE NOT OFFICIAL OR A PERMANENT PART OF THE RECORDS UNTIL APPROVED
BY THE CITY COUNCIL AT A FUTURE REGULAR MEETING.**

CARPOOL & SHUTTLE BUS SERVICE



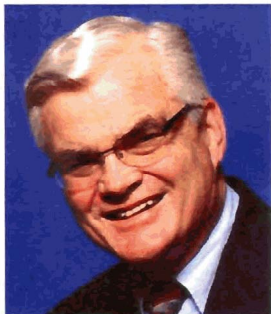
Share a ride with others to the event with SLO Rideshare's Trip Link. Find a carpool match using Trip Link and save money on gas, parking, and the hassles of driving. Learn more at www.rideshare.org

Register with SLO Rideshare and have access to the Guaranteed Ride Home service, available 8am to 7pm Monday through Friday. Ride-On will pick you up and take you home for just \$4. Call Rideshare at (805) 541-8747.



CONFIRM YOUR ATTENDANCE

Email or call Nick Alter
nickalter@mindspring.com
(805) 474-8062



"The making of a clean and green city depends on civic leadership with the political will to adopt and fund needed programs and on an equally committed and educated citizenry willing to implement and support both public policy and private initiatives."

Ron Loveridge is Mayor of Riverside, Member of the Board of Directors of the League of California Cities, Member of the Governing Board of the South Coast Air Quality Management District, and Member of the California Air Resources Board

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Organizing Sponsors

SLO Green Build
SLO Council of Governments
SLO County Planning Department
SLO County Air Pollution Control District
Santa Lucia Chapter of Sierra Club

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Pacific Gas & Electric
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Central Coast Clean Cities Coalition (C⁵)
Cienaga Energy
Hayward So You Can Build
Madonna Inn
Pacific Energy Company
REC Solar
RRM Design Group
Santa Lucia Chapter of Sierra Club
Solarponics Energy Systems
Southern California Gas Company
The Mortgage House

SEA Change Members

Cal Poly College of Architecture
Cienaga Energy Systems
Computer Network Services
Coast National Bank
Environmental Center of San Luis Obispo
Home Builders Assoc of the Central Coast
Pacific Gas & Electric
Santa Lucia Chapter of Sierra Club
SLO Chamber of Commerce
SLO County Air Pollution Control District
SLO Green Build

SEA Change Mission

The Strategic Energy Alliance for Change (SEA Change) advances regional solutions for sustainable energy and transportation policy and voluntary community action by bringing together local governments, the private sector and the general public on the Central Coast to promote public awareness and best practices in the conservation, generation, distribution and use of energy.

Strategic Energy Alliance **SEA Change**

CENTRAL COAST REGIONAL ENERGY PLANNING CONFERENCE

It's Our Choice



August 23-24, 2007

Cal Poly
Vista Grande Restaurant

By Invitation Only

Moderated by
Erik Justesen, Chair
Sustainability Committee
SLO Chamber of Commerce

PARTICIPANTS

County supervisors, mayors, city council members, city and county planning commissioners, city managers, community development directors, building and planning department heads, public works directors, other senior municipal staff, plus civic and institutional leaders.

PURPOSE

- Focus local governments on energy planning across jurisdictional lines.
- Address issues raised in the California Energy Commission's 2006 Integrated Energy Policy Report Update regarding the relationship between energy and land use.
- Examine State energy laws and policies, including the Renewable Portfolio Standard (SB 1078), Community Choice Aggregation (AB 117), and the Global Warming Solutions Act (AB 32).
- Identify energy goals and provisions for General Plans.

PROGRAM

Plan to attend both days. Day One will consist entirely of presentations and panels dealing with current energy laws, issues and programs in our state and region. Day Two will begin with a short "tutorial" on energy planning and lead into two breakout sessions for hands-on planning.



Energy Commissioner Jackalyne Pfannenstiel will keynote Day One with a talk on energy and land use. Ron Loveridge, Riverside's mayor, will give the luncheon address on Day Two on building community will.

The concluding session will be a leadership roundtable discussion by local mayors and county supervisors, aimed at eliciting commitments to next steps. The roundtable will be

moderated by Arroyo Grande Mayor Tony Ferrara.

Allotted times include allowances for a question-and-answer period following each presentation.

Thursday, August 23

Energy Laws, Policies, Programs and Practices

- 9:00 **Welcome**
Karen Merriam, Chair, SEA Change & Santa Lucia Chapter of Sierra Club
- 9:15 **Keynote Address: "Land Use & Energy"**
Jackalyne Pfannenstiel, Chair, California Energy Commission
- 9:45 **State Energy Laws, Policies & Programs**
Panama Bartholomy, Adviser, California Energy Commission
- 10:15 **BREAK**
- 10:30 **How State & Local Actions Can Positively Affect Climate Change**
Larry Allen, SLO County Air Pollution Control Officer
- 11:00 **Energy Trifecta** (moderated by Margot McDonald, Co-Director, Cal Poly Renewable Energy Institute)
 - **Energy Conservation & Efficiency**
Ryan Stroupe, Program Manager, PG&E
 - **Renewable Energy: Shifting the Mix**
Gerry Braun, Renewables Team Lead
California Energy Commission
 - **Green Building: AIA's 2030 Challenge**
Andy Pease, SLO Green Build
- 12:00 **LUNCH** (provided on site)
- 12:15 **Luncheon Speaker: "What Business Is Doing (or can do) to Lead the Way"**
Dave Garth, President & CEO, SLO Chamber of Commerce
- 12:45 **Going for Green: the Marin Model and Community Choice Aggregation Programs**
Alex Hinds, Community Dev Director, Marin County & former SLO County Planning Director

- 1:30 **How Regional Transportation Patterns & Changing Needs Will Affect Energy Use**
Ron DeCarli, Executive Director, SLOCOG
- 2:00 **Overcoming Barriers to Smart Growth: Political, Educational and Community-Based Solutions**
(moderated by James Caruso, SLO County Planning)
 - Chuck Stevenson, AICP, Division Manager, Long Range Planning
 - Erik Justesen, CEO, RRM Design
 - George Garcia, Garcia Architecture
 - John Campanella, President, BDC Homes, Bermant Development Co
- 3:00 **WRAP-UP & ADJOURNMENT** - Karen Merriam

Friday, August 24

Energy Goals & Provisions: Integrating Regional Thinking in Local Plans

- 9:00 **Integrating Energy in the General Plan**
Alex Hinds, Community Dev Director, Marin County & former SLO County Planning Director
- 9:30 **Breakout Session #1: Creating an Energy Element Template - Common Goals and Policies**
Alex Hinds, Marin County
- 10:45 **Breakout Session #2: Planning Tools Available to and Needed by the Local Jurisdiction**
Alan Loomis, Principal Urban Designer, City of Glendale
- 12:00 **LUNCH** (provided on site)
- 12:15 **Luncheon Speaker: Community Will - The Power Is In Our Hands**
Ron Loveridge, Mayor, City of Riverside
- 1:00 **Leadership Roundtable: Wrap-up and Next Steps**
moderated by Tony Ferrara, Mayor of Arroyo Grande, & joined by Local Government Supervisors & Mayors
- 2:00 **WRAP-UP & ADJOURNMENT** - Karen Merriam

Vine Street Inn
Margot Van Horn
1521 Vine Street
Paso Robles, CA 93447

Paso Robles
AUG 06 2007
Planning Division

Aug. 6, 2007

Ron Whisenand, Community Development Director
City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446

Dear Mr. Whisenand:

Please take this letter as my request for a continuance of my appeal to another City Council meeting date.

First and foremost, my attorney, Chris Iverson, is out of town and will not return till later this week. He will not be able to attend the Aug. 7th meeting. I want legal representation at any future meetings with the City and I want him there.

Secondly, I am entitled to and need to see ALL documentation and information that staff has indicated that they have in order to be able to properly analyze, contradict, and answer in confidence any issue that has come to their attention which I now don't know about. I have not been kept in the loop in regards to this. This is a major issue for me and I need to be able to have this documentation in a timely fashion in order to adequately respond. This means that I need copies of all the correspondence that you have received concerning my business--positive and negative-- and your proven authenticity of the person who signed. As well, I need to have all of the notations, times, dates, and verifications of authenticity of the phone calls you have received concerning my business. When my attorney gets back, he may request for more information that I will be needing.

I thank you very much for your attention to this request and I hope that my engineer, John McCarthy, will be hearing from you shortly about the new date.

Sincerely,


Margot Van Horn

P.S. Kindly give us your answer by 4PM today.
Hand delivered and faxed

Date: August 5, 2007

Subject: Conditional Use Permit 07-009-Van Horn Bed & Breakfast

Paso Robles

AUG 08 2007

Planning Division

Dear Danny Ross , Planning Intern

I am putting in writing that I am against Margaret Van Horn's proposal for a Bed and Breakfast at 1521 Vine Street in Paso Robles. The proposed business will create more traffic and congestion for Vine Street. There will not be enough parking spaces to support the new business because there is already a limited amount of parking for the homes in the area. This limited parking is due to the fact that there are only two Homes on the block that have driveways and the rest are forced to park on the street. There are only four Homes on the block that are currently owner-occupied and the others are rentals which require two parking spaces per rental.

Also, the elementary school on the corner of Vine and 15th creates lots of traffic with drop-offs and pick-ups Of children attending school.

The area is already too congested to accommodate this type of business.

Yours truly,

Betty Blackwell



Christina E. Iversen
Attorney at Law
605 13th St
Paso Robles, CA 93446
(805) 239-2130

July 31, 2007

Mayor and City Council
City of Paso Robles
1000 Spring St.
Paso Robles, CA 93446

Re: Margot Van Horn - Vine Street Inn

Dear Mayor Mecham and Members of the Council:

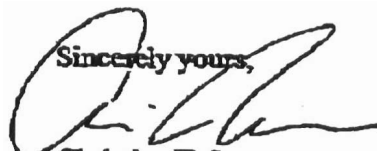
I am writing in support of the appeal by Margot Van Horn of the Planning Commission's decision regarding a use permit for her bed and breakfast accommodation. It is my understanding that there are some technical issues with parking configuration which have concerned the Planning Commission and staff.

John McCarthy, Ms. Van Horn's advisor, has laid out a parking scheme which meets the ordinance. While tandem parking may not be appropriate in a public parking lot or on a city street, it may be acceptable on a private lot and in this case avoid a curb cut and driveway on a beautiful street. In order to obtain the best use of many Westside properties imagination and creativity are needed.

Ms Van Horn is providing a valuable service to our community. She is maintaining historic preservation which we all appreciate. The proposed use is consistent with other uses in the neighborhood which include offices, a group home, school and higher density housing. With a conditional use permit any future issues can be properly dealt with.

To my knowledge there are no neighbors or residents in the proximity of Ms. Van Horn's property who are objecting to the proposed use. She has received other letters of recommendation and support for her project.

Thank you for your consideration.

Sincerely yours,

Christian E. Iversen

RECEIVED
CITY CLERK'S OFFICE
AUG 01 2007
CITY OF PASO ROBLES

Grace Pucci
1415 Vine Street
Paso Robles, CA 93446
(805) 238-6414

July 29, 2007

City Council
City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446

Dear Mayor Mecham & Council Members:

This letter is written in support of Margot Van Horn's Conditional Use Permit request for a Bed and Breakfast at 1521 Vine Street.

As some of you may remember, I ran a Bed and Breakfast operation out of my home at 1415 Vine for four years in the late 1980's, so I understand the parking requirements the Planning Commission wished to attach to this CUP, and fully support off-street parking for conditional uses on Vine Street. As is evident with Ms. Van Horn's application, adequate parking is a goal that is not always easy to accomplish when a historic property is in question. It is my position that every consideration must be given to the historic property owner who makes a genuine attempt to provide off-street parking for their business.

Yesterday, I visited the site and studied the area suggested for the tandem parking, and it appears that there is ample room, with the removal of the shed, to comfortably park six cars in tandem. I will admit this arrangement seems a bit cumbersome, however, speaking as a former B&B owner, I know the guests who frequent this type of operation, and I am certain they would be more than happy to shuffle cars if necessary, as most do not favor leaving their cars on a busy street, especially overnight.

As a member of the Main Street committee that drew up the guidelines for the Westside Historic District, I will tell you our purpose in encouraging off-street parking was to help maintain the historic nature of the District, to allow homeowners within the District to utilize the area in front of their homes for their own needs, and to provide for the efficient flow of traffic. We did not endorse the use of front driveways as they are for the most part incompatible with existing historic properties located within the District, and I would not encourage the Council to require a front driveway for this property unless all other options for off-street parking are exhausted.

As property values within the Westside Historic District continue to rise despite a declining market, it becomes more important than ever to encourage the preservation of our remaining

historic homes. The Planning Commission is to be applauded for looking to the Guidelines when making decisions on properties located within the Westside Historic District, and for requiring property owners to meet the suggested standards whenever possible. These standards should be adhered to without question for new construction in the District; however, I would encourage a bit more flexibility when dealing with an established historic property. The requirements should never detract in any way from the historic nature of the property and should enhance it whenever possible. For this reason and the others I have outlined here, I strongly urge the City Council to overturn the Planning Commission's decision, grant the CUP, and accept the backyard tandem parking proposed for this property, as this arrangement will preserve the historic integrity of the home and the neighborhood, and provide a safe area for guests to park their vehicles.

Sincerely,

Grace Pucci

cc: Ron Whisenand, Community Development Director

August 7, 2007

Dear Paso Robles City Council Members:

We would like to go on the record at this August 7th meeting as stating the proceedings and decisions made at the July 17th Public Hearing regarding the City's proposed water fee increase and imposition are null and void.

We believe the Hearing held was in violation of Proposition 218, Article XIII D, sec. 6.

We come to this conclusion based upon our understanding of Proposition 218, and the apparent failure of the City to duly meet the Procedures and Requirements established by that law.

Our Proposition 218 challenges to the legality of the June 2007 "Notice of Public Hearing Regarding Proposed Increase in Water Rates" are on the attached 2 page document. A written response to each of the objections/challenges noted is requested to assure us and others of Proposition 218 compliance.

Thank you.

John Borst
209 Navajo Ave.
Paso Robles, CA

Pascual Padilla
1155 Mary Hill Road
Paso Robles, CA

Dave Soper
620 Queenanne Rd.
Paso Robles, CA

Applying California's Proposition 218 to "The Notice of Public Hearing Regarding Proposed Increase in Water Rates" as sent to Paso Robles, CA water customers in "June 2007." Challenges to this Notice of Public Hearing are made within the text of Proposition 218, ARTICLE XIII D, sec. 6, as noted below in blue. (Prepared by John Borst, PhD, 805.237.9979; jborst5@ococo.net)

SEC. 6. Property Related Fees and Charges.

(a) Procedures for New or Increased Fees and Charges. An agency shall follow the procedures pursuant to this section in imposing or increasing any fee or charge as defined pursuant to this article, including, but not limited to, the following:

(1) The parcels upon which a fee or charge is proposed for imposition shall be identified. (Apparently, not all parcels were identified. Only an *approximate* 10,000 is stated on the financial analysis; the number of parcels is not stated on the mailed Notice.) **The amount of the fee or charge proposed to be imposed upon each parcel shall be calculated.** The agency shall provide written notice by mail of the proposed fee or charge to the record owner of each identified parcel upon which the fee or charge is proposed for imposition (This may not have been done, as all parcels were seemingly not identified), **the amount of the fee or charge proposed to be imposed upon each** (The total amount of the fee or charge was not stated, that is, only a monthly fee was stated on the Notice.), **the basis upon which the amount of the proposed fee or charge was calculated** (This was not done in the Notice mailed. That is, the life duration of the monthly fee, nor the number of parcels to be charged, is not stated. Nor is the total dollar amount required for the "Nacimiento project" stated on the Notice.), **the reason for the fee or charge, together with the date, time, and location of a public hearing on the proposed fee or charge.**

(2) The agency shall conduct a public hearing upon the proposed fee or charge not less than 45 days after mailing the notice of the proposed fee or charge to the record owners of each identified parcel upon which the fee or charge is proposed for imposition. (When did everyone receive the Notice? Persons did receive the Notice less than 45 days prior to the public hearing.) At the public hearing, the agency shall consider all protests against the proposed fee or charge. If written protests against the proposed fee or charge are presented by a majority of owners of the identified parcels, the agency shall not impose the fee or charge.

(b) Requirements for Existing, New or Increased Fees and Charges. A fee or charge shall not be extended, imposed, or increased by any agency unless it meets all of the following requirements:

(1) Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service. (As the number of new water customers increase, assuming they will be billed the same \$60 fee as present customers, revenues will exceed funds required over the anticipated life of a 30 year bond discussed as needed for the pipeline project. In addition, if each "current" Paso Robles parcel is billed 720 dollars a year, that equals collectively - 720 x 10,000 - a revenue flow to the city of 7.2 million dollars a year, or 210.6 million dollars total for a 30 year bond. *The 210.6 million figure/amount not only exceeds the current estimate of the entire Nacimiento Water project by approximately 15-20 million dollars, but in effect appears to make Paso Robles' water customers bear the entire financial cost of this multi-city project.*)

(2) Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed. (What exactly will the 60 dollar monthly fee

charged for the Nacimiento project be used for? Will it or will it not cover the operating cost of the proposed Water Treatment facility? No explicit mention/commitment is made on the Notice.)

(3) The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel. (According to the Howard Jarvis Tax Association, fees and charges must be proportional to the actual use of the service. The monthly fee stated on the Notice does not appear to be proportional to the actual use of the *new* service. Instead, a flat fee is charged irrespective of type of customer, e.g., household, hotel, school, etc., and actual number of water customers involved in this multi-city project.)

(4) No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of a service are not permitted. (On the Notice a fee is being charged for the future use of a new and different service Water Treatment facility. This future use fee appears to be a legal violation. Further, no mention is made on the Notice as to whether or not the \$60 fee for the Nacimiento project is for immediate actual use.) Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with Section 4.

(5) No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Reliance by an agency on any parcel map, including, but not limited to, an assessor's parcel map, may be considered a significant factor in determining whether a fee or charge is imposed as an incident of property ownership for purposes of this article. In any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance with this article.

(c) Voter Approval for New or Increased Fees and Charges. Except for fees or charges for sewer, water, and refuse collection services, (The project fee stated on the Notice is not an ordinary or basic fee for water service. Hence, an election, not a "majority protest," seems required for voter approval of any proposed water project fees to be imposed or increased.) no property related fee or charge shall be imposed or increased unless and until that fee or charge is submitted and approved by a majority vote of the property owners of the property subject to the fee or charge or, at the option of the agency, by a two-thirds vote of the electorate residing in the affected area. The election shall be conducted not less than 45 days after the public hearing. An agency may adopt procedures similar to those for increases in assessments in the conduct of elections under this subdivision.

(d) Beginning July 1, 1997, all fees or charges shall comply with this section.

SECTION 5. LIBERAL CONSTRUCTION. The provisions of this act shall be liberally construed to effectuate its purposes of limiting local government revenue and enhancing taxpayer consent. (Comments and questions made above are construed to enhance taxpayer consent. The Paso Robles, CA City Council is hereby asked to prove Proposition 218 compliance, i.e., the legality of the disputed fee or charge as presented and discussed on its June 2007 "Notice of Public Hearing Regarding Proposed Increase in Water Rates." A written response to each of the objections/violations noted above is requested by John Borsy and other interested parties.)

SECTION 6. SEVERABILITY. If any provision of this act, or part thereof, is for any reason held to be invalid or unconstitutional, the remaining sections shall not be affected, but shall remain in full force and effect, and to this end the provisions of this act are severable.



COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 04/06)

Date (For reference only): August 3, 2007

William J. Ostrander and Brenda K. Ostrander ("Landlord") and
City of Paso Robles ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 821 Pine Street, Unit #A, Paso Robles, CA 93446 ("Premises"), which comprise approximately 45.770 % of the total square footage of rentable space in the entire property. See exhibit A for a further description of the Premises.
2. **TERM:** The term begins on (date) August 8, 2007 ("Commencement Date"),
 - A. Lease:** and shall terminate on (date) August 7, 2012 at 12:00 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
 - B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.
 - C. RENEWAL OR EXTENSION TERMS:** See attached addendum _____.
3. **BASE RENT:**
 - A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):**
 - (1) \$ _____ per month, for the term of the agreement.
 - (2) \$ 6,018.75 per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for LA/Riverside/Orange County (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
 - (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.
 - (4) In accordance with the attached rent schedule.
 - (5) Other: _____.
 - B. Base Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.**
 - C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.**
4. **RENT:**
 - A. Definition:** ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
 - B. Payment:** Rent shall be paid to (Name) B. Ostrander at (address) 1350 Partner Road, San Luis Obispo, Ca. 93405, or at any other location specified by Landlord in writing to Tenant.
 - C. Timing:** Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
6. **SECURITY DEPOSIT:**
 - A. Tenant agrees to pay Landlord \$ 500.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.**
 - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.**
 - C. No interest will be paid on security deposit, unless required by local ordinance.**

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Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



CL REVISED 04/06 (PAGE 1 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

Agent: Dennis Allan Phone: (805) 473-7500 Fax: (805) 473-2753 Prepared using WINForms® software

Broker: Allan Real Estate Investments 135 N. Halcyon Road, Suite A, Arroyo Grande CA 93420

7. PAYMENTS:

| | TOTAL DUE | PAYMENT RECEIVED | BALANCE DUE | DUE DATE |
|-------------------------------------------------------------------|--------------------|------------------|--------------------|-----------------|
| A. Rent: From <u>09/23/2007</u> To <u>10/31/2007</u> Date Date | \$ <u>7,423.09</u> | \$ _____ | \$ <u>7,423.09</u> | <u>08/08/07</u> |
| B. Security Deposit | \$ _____ | \$ _____ | \$ _____ | _____ |
| C. Other: _____ Category | \$ _____ | \$ _____ | \$ _____ | _____ |
| D. Other: _____ Category | \$ _____ | \$ _____ | \$ _____ | _____ |
| E. Total: | \$ <u>7,423.09</u> | \$ _____ | \$ <u>7,423.09</u> | _____ |

8. PARKING: Tenant is entitled to _____ unreserved and 0 _____ reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: _____
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ _____ as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: Tenant has approved premises other than as provided in paragraph 39b.
Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant _____

14. PROPERTY OPERATING EXPENSES:
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. Current CAM charges are estimated at thirty cents per square foot.

OR B. (If checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as General office and related uses.
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:
A. Tenant OR (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (_____) (_____)
 Tenant's Initials (_____) (_____)
 Reviewed by _____ Date _____



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
 - 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
 - 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
 - 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
 - 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
 - 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within **60** (or _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
 - 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____
-
- All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relenting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
 - 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
 - 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
 - 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
 - 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 2,000,000.00 . Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 2,000,000.00 , plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (_____) (_____)
 Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: **(i)** shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and **(ii)** may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.

31. LANDLORD'S TRANSFER: Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.

32. SUBORDINATION: This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

33. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: **(i)** before occupancy begins, upon disapproval of the credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

34. DISPUTE RESOLUTION:

A. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

B. ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; **(iv)** any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and **(v)** an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

Landlord's Initials (_____) (_____)
Tenant's Initials (_____) (_____)
Reviewed by _____ Date _____



35. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: William Ostrander

Tenant: City of Paso Robles

1350 Partner Road

1000 Spring Street

San Luis Obispo, Ca. 93405

Paso Robles, Ca. 93446

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: (a) Landlord shall waive the first one and one half months rent. (b) Landlord shall install a maximum of four vented skylights (4'x4' each) at landlord cost. (c) Tenant will cooperate with the ongoing recycling program. (d) Parking area is not reserved and is intended for the use of the buildings patrons. (e) Landlord shall install signage for Tenant in accordance with existing monument and door signs. (f) Tenant has the right to renew this lease for an additional three, two year extensions based on the following: 1) Tenant shall give landlord a 120 day advance written notice to landlord of tenants intent to renew for each two year extension; and 2) Rental rate for this period shall be determined by the formula outlined in paragraph 3A(2).

The following ATTACHED supplements/exhibits are incorporated in this agreement: _____

40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent: Allan Real Estate Investments (Print Firm Name) is the agent of _____
(check one):

the Landlord exclusively; or both the Tenant and Landlord.

Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of _____

(check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date _____

(Print Name) _____
Address _____ City _____ State _____ Zip _____

Tenant _____ Date _____

(Print Name) _____
Address _____ City _____ State _____ Zip _____

Landlord _____ Date August 3, 2007
(owner or agent with authority to enter into this agreement) William Ostrander
Address 1350 Partner Road City Arroyo Grande State CA Zip 93405

Landlord _____ Date August 3, 2007
(owner or agent with authority to enter into this agreement) Brenda Ostrander
Address 1350 Partner Road City San Luis Obispo State CA Zip 93405

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) Allan Real Estate Investments DRE Lic. # 00961923

By (Agent) _____ DRE Lic. # 00961923 Date August 3, 2007
Dennis Allan

Address 135 N. Halcyon Road, Ste A City Arroyo Grande State CA Zip 93420

Telephone (805) 473-7500 Fax (805) 473-2753 E-mail dennis@dennisallan.com

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CL REVISED 04/06 (PAGE 6 OF 6)

Reviewed by _____ Date _____



From: Cathy David
Sent: Friday, August 03, 2007 4:27 PM
To: Mike Gibson
Cc: Deborah Robinson
Subject: RE: Staff Report - Promotions Coordinating Committee

Mike –
Thank you for your recommendations. Both of them are great! I will ensure the City Clerk receives this and makes it a part of the Agenda for Tuesday night.

Cathy

From: Mike Gibson [mailto:mgibson@pasorobleschamber.com]
Sent: Friday, August 03, 2007 4:17 PM
To: Jim App; Bill Roof, GM Hampton Inn; Dick Willhoitt; John Hawley; Margaret Johnson; Matt Masia; Neil Roberts; Mainstreet; Stacie Jacob; Vivian Robertson
Cc: Meg Williamson; Cathy David; Shonna Howenstine; Marilyn Curry
Subject: RE: Staff Report - Promotions Coordinating Committee

Hello,

I will not be able to attend the Tuesday City Council meeting. I am in classes several days next week in Sacramento. I have not seen any recommendations for the City Council to consider. I would therefore like to suggest the following two names:

John Hawley for business person

Pam Lyon for business person

I am not in support for three hoteliers. I believe we have a very talented pool of business owners/managers to chose from for this appointment.

I am in support of the two hoteliers that will be chosen from the hotel association.

Thank you,

Mike Gibson

From: Jim App [mailto:JApp@prcity.com]
Sent: Thursday, August 02, 2007 10:45 AM
To: Bill Roof, GM Hampton Inn; Dick Willhoitt; John Hawley; Margaret Johnson; Matt Masia; Mike Gibson; Neil Roberts; Norma Moye, Downtown Mainstreet Association; Stacie Jacob; Vivian Robertson
Cc: Meg Williamson; Cathy David; Shonna Howenstine
Subject: FW: Staff Report - Promotions Coordinating Committee

All –

The formation of the Promotion Coordinating Committee is scheduled for the City Council's August 7 meeting. The report is attached for your information.

Jim App

Deborah Robinson

From: Deborah Robinson
Sent: Tuesday, August 07, 2007 1:27 PM
To: 'kathy@pasoroblesvacationrentals.com'
Subject: RE: Paso's new tourism board
Attachments: 2007 CC AGD 08-07.pdf

Kathy:

Your email and offer to submit your name for consideration to the new Promotions Coordinating Committee has been forwarded to the City Council for consideration at tonight's Regular Meeting. This item is No. 17 on the agenda. The meeting begins at 7:30 PM. Attached is a copy of the agenda.

Thank you for your interest in the City of Paso Robles. If I can be of any further help to you today, please give me a call. 237-3960

Deborah Robinson
Deputy City Clerk, Paso Robles

From: Kathy Bonelli [mailto:kathy@pasoroblesvacationrentals.com]
Sent: Tuesday, August 07, 2007 12:19 PM
To: City Clerk
Subject: Paso's new tourism board.

To: City Clerk

re: Tourism Board formation.

I would like to submit my name for consideration on the new tourism board.

I own and manage Paso Robles Vacation Rentals and my new expansion business is Paso Robles Concierge.

My goal is to meet the needs of all Paso visitors in a one stop full access site.

My passion is to build the brand of Paso Robles in a way that is mutually beneficial to all service, retail, lodging, food and wine businesses locally.

My experience is life, commitment and love of Paso Robles that has been my home for 25 years.

- Knowledge of the area.
- knowledge based on personal contact with visitors before and after visit to Paso
- Small Partner in Eberle Winery
- Owner Paso Robles Vacation Rentals - owner of shared marketing and referral service for growing # of vacation homes. (currently 16 properties)
- Knowledge of lodging alternatives (farm stays, bed & breakfasts, vacation rentals, guest ranch)
- Owner and developer of Paso Robles Concierge - a comprehensive guide to all that Paso Robles has to offer.
- wide travel experiences and in touch with the unique needs and expectations of the Paso Robles Visitors.

Ideas and energy I am not short on. I see a great opportunity with this new board and budget that could

help the city meet their strategic plans for marketing tourism in Paso Robles.

Respectfully submitted

Kathy Bonelli

805-423-9174

"Cottage at Capitol Hill"

Paso Robles Vacation Rentals

www.pasoroblesvacationrentals.com

Paso Robles Concierge

www.pasoroblesconcierge.com

Kathy Bonelli

805-423-9174

Paso Robles Vacation Rentals

"Cottage at Capitol Hill"

P. O. Box 3100

Paso Robles, Ca. 93447

www.pasoroblesvacationrentals.com

From: Adelaide Inn [mailto:adelaide@fix.net]
Sent: Tuesday, August 07, 2007 2:09 PM
To: Council
Subject: Matt Masia will not be able to attend meeting

To Whom It May Concern,

I am unable to attend the meeting tonight but do support the recommendations for the Promotions Coordinating Committee. I would be willing to serve what ever term is needed.
Thank you for your support
Matt Masia