



DOWNTOWN ACTION ORGANIZATION (DAO)
Executive Committee Meeting, February 8, 2023, 9am
Santa Rosa Metro Chamber, 50 Old Courthouse Square, Suite 110

Members of the public are able to join via Zoom or phone:
Zoom Meeting ID: 806 654 7370
Passcode: Downtown
Phone: 669-900-9128, Meeting ID: 806 654 7370, Passcode: 93058399

AGENDA

- | | | |
|-------------|--|-------------------------|
| 1.0 | CALL TO ORDER | Hugh Futrell |
| 2.0 | PUBLIC COMMENTS ON NON-AGENDA ITEMS (limited to two minutes each)
Comments from the public will be allowed on all agenda items at the time each item is called. | |
| 3.0 | CONFLICTS OF INTEREST OR ABSTENTIONS | Hugh Futrell |
| 4.0 | INTRODUCTION FROM COUNCILMEMBER MARK STAPP | |
| 5.0 | ACTION: CONSENT ITEM
5.1 January 11, 2023 Meeting Minutes (<i>Attachment 1</i>) | Hugh Futrell |
| 6.0 | REPORT: FINANCE
Review of DAO financial statements ending January 31, 2023. | Joe Dietzen |
| 7.0 | REPORT: EXECUTIVE DIRECTOR
Update provided on business and development within the District and ongoing discussion items. | Cadance Hinkle Allinson |
| 8.0 | REPORT: BOARD CHAIR
Report on items relevant to progression of DAO annual work plan | Hugh Futrell |
| 9.0 | DISCUSSION: ANNUAL MEMO & WORKPLAN
Discuss annual memo outreach and workplan categories 3, 4 and 5, which will be finalized at February board meeting (<i>Attachment 2</i>). | All |
| 10.0 | ACTION: CONTRACT WITH SONOMA COUNTY MUSEUM
Review draft contract between DAO and Sonoma County Museum which will informally add Museum into the District, with District providing comparable services in exchange for equivalent payment of Zone 2 assessment. (<i>Attachment 3</i>). Contract which will proceed as consent item at February board meeting. | All |
| 11.0 | ACTION: WAYFINDING
Committee to review Wayfinding program progress to date, receive update on City response and determine deadlines or goals. | All |
| 12.0 | ADJOURNMENT | Hugh Futrell |

Attachment 1

Executive Committee Meeting – January 11, 9am
Santa Rosa Metro Chamber, 50 Old Courthouse Square, Santa Rosa, CA 95404
Zoom Meeting ID: 806 654 7370, Password: Downtown
Phone: 669-900-9128

Executive Committee Present: Natalie Balfour, Pauline Block, Hugh Futrell, Joe Dietzen, Doug Van Dyke

Staff Present: Cadance Hinkle Allinson

MINUTES

1.0 CALL TO ORDER

Chair Hugh Futrell called the meeting to order at 9:06am.

2.0 PUBLIC COMMENTS ON NON-AGENDA ITEMS (limited to two minutes each)

There were no public comments at this time.

3.0 CONFLICTS OF INTEREST OR ABSTENTIONS

There were no conflicts of interest or abstentions.

4.0 ACTION: CONSENT ITEMS

4.1 Motion to approve consent item, December 14, 2022 Executive Committee Meeting Minutes, as presented was unanimously passed.

5.0 REPORT: FINANCE

Financial documents ending December 31, 2022, which will be presented and approved by the board at the January meeting, were shared. Joe explained that expenses landed where expected.

Cadance pointed out that Joe found a mistake on the cash flow document, and it will be adjusted prior to sharing with the board next week. Cash moving forward into 2023 was where anticipated knowing there is a remaining \$30,000 expense for wayfinding.

6.0 REPORT: EXECUTIVE DIRECTOR

Cadance Hinkle Allinson provided the following updates:

Tomorrow the Design and Improvement Committee is going to review a final Wayfinding design, then Cadance can begin finalizing the logistics.

She shared that Tudor Rose Tearoom, El Palomar and Third Street Aleworks were all closing and that a new taco shop is coming into the El Palomar space.

She shared that she was expecting reports from NexStreet about their work in 2023 and would include those in the annual report she expects to complete next month.

She and Chief Cregan have organized a meeting for Downtown business owners and the SRPD to talk about relevant issues.

The Downtown website is being updated by the Chamber's Marketing & Communications team, at the same time as the websites for Visit Santa Rosa and the Chamber. She

expressed interest in getting feedback from the board. A brief discussion ensued and Pauline suggested it be overseen by the Business Development committee. Concern was expressed over the proposed timeline for completion of the website and a brief discussion occurred about the combining of similar websites, specifically Railroad Square and Out There.

Cadance shared the following update from Jill Scott related to the potential development of parking assets: The surplus resolutions for the four downtown parcels, Garage 5 (two parcels), lot 11 and Whitehouse site have been submitted to the State Housing and Community Development Department and accepted. The Notice of Availability (NOA) , required by the Surplus Lands Act, has now been submitted and awaiting final approval. Once this is complete, the NOA will be posted to their site, letters of availability sent out and the parcels will be available for 90 days for bids from affordable housing sponsors.

A brief discussion occurred about whether the board should review the issues around parking development, and it was determined that would not be needed if the item was not going to council.

Cadance spoke to Raissa to get an update on the EIFD, who shared it was in the signature process. Hugh reminded everyone of the importance of the consultants meeting immediately with the ad hoc committee focused on this work. He let everyone know that unless there were objections, he'd discuss with Supervisor Coursey.

Stevan Stankovich has expressed interest in joining the Executive Committee, as well as of the current members. The board will select the Executive Committee at the next meeting.

There have been ongoing discussions with City staff around both homeless challenges and building vacancy and abandonment.

The Asawa Fountain project has not been moving forward as details from the Foundry are not specific enough to begin the structural engineering work. Hugh provided a reminder that the City was responsible for panel attachment, not the DAO or HFC.

The ceremony to unveil *Unum* is on January 26, though there have been substantial weather delays.

She was not able to get a sample contract for informal district expansion from Marco, so will work directly with Hugh to draft something.

A brief discussion occurred about the potential for providing support for police funding.

A discussion occurred about how to provide feedback prior to Council goal setting to ensure Downtown priorities are included.

It was noted that there was no Downtown subcommittee at present as no one had been appointed to it.

The committee discussed challenges related to gaining traction from the 2022 memo and opportunities to be more successful in 2023.

7.0 REPORT: BOARD CHAIR

Hugh Futrell shared that the City has a working group focusing on the abandonment and vacancy issues, which Raissa is participating on. He also notified the committee that enforcement action had begun on One Santa Rosa Avenue based upon the issues that exist on site.

8.0 DISCUSSION: ANNUAL WORKPLAN, PRIORITIES & STRATEGY All

The committee reviewed the draft workplan, which the board will approve at the January meeting with the goal of providing feedback to drive the annual policy memo and authorization to move items forward as needed.

A discussion ensued about items that needed to be added to the workplan and included:

- Revisiting parking incentives
- Cross Town transportation collaboration and support
- Revisiting the idea and cost of establishing a BIA
- Website development in collaboration with Chamber
- Discussion and determination of assessment increase

9.0 ADJOURNMENT

Chair Hugh Futrell adjourned the meeting at 10:11am.

Attachment 2

2023 DAO WORKPLAN							
Staff: Cadance Hinkle Allinson							
ACTION	RESPONSIBLE	PRIORITY	FUNDING ALLOCATED	STATUS	START DATE	COMPLETION DATE	NOTES
1. Policy Initiatives							
1. Expedite launching of EIFD	Ad Hoc Committee	High	n/a	In Process	2022		Contract with City Attorney's office
2. Adopt an office mitigation/incentive policy (parking; business licenses; TI permits; sign permitting; other) in 1-2Q 23	Board	High	n/a	In Process	2022		Discussed at August Downtown & Econ. Development Subcommittees with focus on sign updates and TIs. Ongoing follow up with City staff.
3. Revise, clarify and make in perpetuity, park fee policy including flexibility, DAO involvement and comprehensive expenditure plan.	Executive Committee	High	n/a	Not Started	January		Extend date set in 2023 to better benefit future, as yet unknown, developments
4. Work with City staff on code enforcement regulations related to unmaintained buildings in Downtown core	Executive Committee	High	n/a	Not Started	January		Determine how DAO can play supporting role in finalizing code changes, enforcement and uniformly addressing problem buildings in the Downtown
5. Support City's development of overall homeless intervention strategy and policy, including specific strategies listed in section 2.0.	Executive Committee	High	n/a	Not Started	January		Ties into Homeless and Public Safety item 3 and provides needed support for formal creation of ordinance to address issues related to excess belongings in the Downtown.
6. Advocate for expanded Downtown parking strategy, which could include additional garage incentives, employee parking programs and support around enhanced EV infrastructure and programming.	Board	High	n/a	Not Started	January		Board to determine what incentives would be needed
2. Homelessness & Public Safety							
1. Working with CC, City and County, to improve intervention with homeless in Downtown and improve access to mental health and social workers	ED / Street Level Service Team	High	tbd	In Process	2022		Increased to twice weekly outreach Downtown - looking into long-term solutions that will begin to address negative impacts of increased services in the Downtown core
2. Support creation of Assistant City Attorney dedicated to ordinance enforcement	Board	High	tbd	Not Started	January		Work with City to understand capacity to focus on code enforcement and potential need for expanded City staff
3. Support City work in finalizing ordinance related to camping and excess belongings in Downtown core	Board	High	tbd	Not Started	January		Ties into Policy Initiative item 6 and moves forward ongoing discussions with council and staff to address challenges Downtown, and city-wide
4. Advocate for stronger, more regular and visible police presence in Downtown core	Board	High	tbd	Not Started	January		Potential for full outreach support of added budget
5. Push for allocation of one-time funds for additional safety and beautification deterrents, prioritizing lighting and CCTV	ED	High	tbd	In Process	2021		Board to determine if this is priority
3. Event Management & Marketing							
1. Develop annual plan for marketing of Downtown Santa Rosa in collaboration with Chamber, to include website and social media	ED / Chamber Staff / Ad Hoc Committee	High	tbd	Not Started	January		Engage in Chamber's revamping of Downtown website and ongoing online promotions
2. Business Attraction Marketing Plan	Ad Hoc Committee	Medium	\$40,000 from City Sponsorship	In Process	2022		Finalize plan focused on bringing new business to Downtown
3. Revisit concept and cost of establishing a BIA	Executive Committee	Medium	tbd	Not Started	January		Determine potential cost for establishing BIA and whether to pursue.
4. Cross town transportation exploration and support	ED	Medium	tbd	Not Started	January		Work with relevant organizations to develop plan for cross town transportation uniting Railroad Square and SMART station with Downtown via trolley
4. Design & Improvements							
1. Oversee rebuilding of Asawa Fountain, working with City on casting of panels and installation	ED / Chair	High	dollars previously raised	In Process	2020		Expecting shop drawings from City contractor by December, then able to proceed with fountain engineering
2. Support City's installation of artwork on Courthouse Square	ED	High	n/a	In Process	2020		Completion expected January 2023

2023 DAO WORKPLAN							
Staff: Cadance Hinkle Allinson							
ACTION	RESPONSIBLE	PRIORITY	FUNDING ALLOCATED	STATUS	START DATE	COMPLETION DATE	NOTES
3. Work with City (city cost) to replace broken benches with benches selected by DAO	ED	High	n/a	In Process	2020		Ongoing discussions
4. Implement wayfinding program throughout District	Design & Improvement	High	\$30,000 from FY22	In Process	2022		Design, fabrication, installation and online estimate at \$35,000. Final sign design approval delayed by committee until January 2023 - installation in spring.
5. Oversee removal of vacant media boxes and establish media box installation policy	ED	Medium	n/a	In Process	2022		All media boxes have been surveyed (71). City staff have said they'll be removed by the end of the year and have been in contact about doing so. Requested that there be limitations on the number of boxes available in the Downtown area moving forward.
6. Replacement and addition of movable furniture and entertainment in Square	ED	Low	\$5,000 allocated in 2023 Budget	Not Started	2022		Inventory and order replacements prior to spring/summer
5. Board Culture/Governance							
1. Develop pipeline of Executive Committee members and potential new board members that fill critical experience gaps	Board	High	n/a	In Process	March		Board to discuss in early 2023 needs of future board and begin to solicit engagement
2. Finalize expansion of District with addition of Museum of Sonoma County	Board	High	n/a	In Process	February		Board to complete contract with Museum of Sonoma County adding them informally to District with potential for formal addition at later date.
3. Determine assessment percentage increase	Board	High	n/a	Not Started	February		Board to discuss and finalize 2024 assessment increase.

SERVICE and PARTICIPATION AGREEMENT
Between
DOWNTOWN ACTION ORGANIZATION
And
MUSEUM OF SONOMA COUNTY

This Agreement (“the Agreement”) by and between Downtown Action Organization, a 501(c)3 organization (“DAO”) and Museum of Sonoma County, a 501(c)3 organization (“MSC”) is dated as set forth below and effective (“Effective Date”) also as set forth below. Each of DAO and MSC may be referred to herein individually as a “Party” and, together, the “Parties.”

RECITALS:

- A. DAO is the agent appointed by the City Council of the City of Santa Rosa (“City”) to manage that certain Downtown Community Benefit District (“District”) established by City on July 17, 2018 under Article V to Chapter 6-56 of Title 6 of the Santa Rosa City Code. The Resolution establishing the DAO is attached as Exhibit A to this Agreement. The section of the Santa Rosa City Code so appointing the DAO is attached as Exhibit B to this Agreement.
- B. The District activities managed by DAO and the property assessments and revenues of the District supporting these activities are set forth in that Management Plan of the District (“Management Plan”) dated April 10, 2018. The Management Plan was approved by the City on May 22, 2018 and governs operations of the District. A map (“District Map”) delineating the boundaries of the District is part of the Management Plan and for reference is attached as Exhibit C to this Agreement.
- C. DAO is itself governed by a Board of Directors (“DAO Board”) as set forth in the By-Laws, which are attached hereto as Exhibit D. The DAO Board annually appoints from among its members an executive committee comprised of a Chair, Vice-Chair, Past-Chair, Treasurer and Member at Large. By contract with the DAO, the Santa Rosa Metro Chamber provides an Executive Director for the DAO, together with support staff.
- D. MSC operates seven separate assessor parcels, each of which are listed in the below table and are collectively referred to herein as "MSC Properties." Each of the MSC Properties are located in the downtown area of Santa Rosa but are not within the boundaries of the District:

APN	Legal Owner	Site #	Site Street
010-033-010-000	Sonoma County Museum	433	7th Street
010-033-011-000	Sonoma County Museum	429	7th Street
010-033-015-000	Sonoma County Museum	411	7th Street
010-033-016-000	Sonoma County Museum	403	7th Street
010-033-017-000	Sonoma County Museum	403	7th Street
010-033-019-000	Sonoma County Museum	505	B Street
010-033-020-000	Sonoma County Museum	425	7th Street

- E. MSC is governed by a Board of Directors (“MSC Board”) as set forth in the By-Laws attached hereto as Exhibit E. The MSC Board annually appoints from among its members an executive committee comprised of _____. The MSC Board also appoints an Executive Director and other MSC staff.

- F. As part of its mission, the DAO promotes events, economic development, beautification and marketing for the benefit of the District. Accordingly, although the MSC properties are not located within the District and are not subject to assessments under the Management Plan, DAO desires through bilateral agreement with MSC to provide services to MSC as though it were within the District, and to collect fees from MSC equal to those sums that would be collected if MSC properties were within the District.
- G. As part of its mission, MSC holds exhibitions, displays permanent collections, conducts lectures, and engages in other cultural activities, attracting viewers, listeners and participants to the MSC properties, and views itself as an integral part of downtown. Accordingly, although MSC properties are not within the District, it desires to benefit from the services the District provides and to pay fees to the DAO as though MSC properties were part of the District.

THEREFORE, after discussion, for the mutual value, DAO and MSC (“the Parties”) agree to the following.

TERMS OF AGREEMENT

1. Effective Date. The Agreement effectively binds the Parties upon that date that authorized signatories of the Parties have executed and dated the Agreement below.
2. Commencement Date. Beginning on the thirtieth calendar day following the Effective Date, DAO shall commence providing the services to MSC required under the Agreement.
3. Payment Schedule. MSC shall make quarterly payments in advance, each equal to one-fourth of the annual sum due, on January 1, April 1, July 1, and October 1. Such payments shall be deemed late if received by DAO more than ten calendar days after due date. The first quarterly payment under the Agreement shall be prorated as of the Commencement Date.
4. Services. DAO shall, in general, provide to MSC those services the District provides under the Management Plan to properties located within Zone 2 as shown on the District Map, treating MSC properties equitably in comparison to other properties within this Zone, irrespective that MSC properties are not located within the District. These services may include street-level services (cleaning and certain limited forms of security), liaison with police and homeless service providers, beautification, marketing (including wayfinding, digital marketing and other platforms), advocacy, and other initiatives. DAO makes no representation as to the frequency or efficacy of such services but only that it will provide services in an equitable manner.
5. Fee Amount. The annual fee is initially the sum of \$4,760.26, pro-rated for the Commencement Date as described in Section 3 above. At DAO’s sole and absolute discretion, and upon thirty days’ written notice to MSC, DAO may increase that fee at any time during the life of the Agreement, effective upon the next payment due date; however such percentage increase shall not be greater than any per annum increase levied upon the properties within the District.
6. Insurance. MSC shall name DAO, the Santa Rosa Metro Chamber, their officers, directors and employees, and the City of Santa Rosa as additional insured under MSC’s policy of liability insurance. This policy shall be in the amounts and terms required under the Insurance Requirements attached as Exhibit F. DAO shall name MSC, its officers, directors and employees, as additional insured under its policy of liability insurance, likewise meeting the provisions of the Insurance Requirements.
7. Termination.
 - 7.1 By written notice to the other party, either party may terminate this agreement, with or without cause, only with notice provided not less than thirty days before the next quarterly fee payment is due, and termination effective upon such due date. Upon termination, neither party shall owe any duty to the other.

- 7.2 Should no termination be exercised by either party, the Agreement shall nonetheless terminate ten years after the Commencement Date unless the Parties shall each enter, prior to expiration of the ten-year period, into an extension of the Agreement upon such terms as they may agree.
- 7.3 Further, however, the Agreement shall terminate if (a) the District ceases to operate or (b) the DAO ceases to be the Manager of the District,
8. Participation. During the life of the Agreement, MSC shall be given the opportunity to participate in DAO committees and attend DAO Board meetings, and shall receive agendas and minutes of the DAO Board. An MSC representative shall not however be a member of the Board of Directors, and shall possess no rights or obligations of directors, unless, at some future date, such a representative is appointed by the DAO Board to the DAO Board as a member of the public; such appointment would be at the sole discretion of the DAO Board.
9. Disputes. In event of a dispute between the Parties, the prevailing party shall be entitled to reasonable attorney's fees and costs as may be awarded by the court. Any dispute shall be venued in Sonoma County, California.
10. Representations and Warranties. As of the Effective Date, each Party represents and warrants that such Party has the right, power, legal capacity, and authority to execute and enter into this Agreement to take the actions agreed upon herein, and to execute all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement, and assuming the due authorization, execution and delivery of this Agreement by the other Party, this Agreement constitutes legal, valid, and binding obligations, enforceable against it in accordance with its terms. Each Party further represents that the individual who executes this Agreement on behalf of such Party is duly authorized to execute the Agreement.
11. Amendment. No provision hereof may be amended, nor any rights hereunder waived, except by a written instrument executed by all Parties.

EXECUTED at Santa Rosa, California on the dates set forth below.

DOWNTOWN ACTION ORGANIZATION

[signatures] [dates]

MUSEUM OF SONOMA COUNTY

[signatures] [dates]