

September 30, 2026

VIA ELECTRONIC MAIL ONLY

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Re: **Formal Demand for Enforcement and Abatement — A&M BBQ, 495 S. Main Street**

Dear Mayor, Councilmembers, City Manager and City Attorney:

Our office represents Linda Civitello, Ben Kaun, Megan Kaun, Kim Keller, Kit Keller, Larry Robinson and Doug Yule, (“Residents”), who reside in the neighborhood adjacent to A&M BBQ (“A&M”), located at 495 S. Main Street, Sebastopol (“Property”). This letter concerns A&M’s outdoor commercial barbecue operation, its continued smoke production into the neighborhood and the associated violations of Sebastopol’s zoning ordinance.

We formally demand that the City enforce its outstanding Notice of Violation and require A&M to cease outdoor commercial cooking immediately pending full compliance with applicable zoning, permitting and performance standards or, alternatively, relocation.

I. Background

Since September 2025, Residents have reported smoke emitting from the outdoor barbecues at A&M, which was entering and surrounding their homes, interfering with ventilation, outdoor spaces, and the

ordinary use and enjoyment of their properties. The City investigated A&M, identified zoning and compliance problems, issued a Notice of Violation, and began enforcement, before deferring to allow A&M time to develop an alternative solution. Residents accepted that delay in good faith, hoping an effective engineered solution would permit A&M to operate without imposing smoke on neighboring properties.

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Over a year has passed, and the zoning violation continues in the form of near constant smoke emissions with no permanent solution or firm implementation date. Residents do not consent to the smoke continuing indefinitely and demand the offending property be brought into compliance.

II. A&M's Outdoor Commercial Barbecue Violates the Zoning Code

The Property is located in Sebastopol's Office Commercial zoning district. Table 17.25-1 of Sebastopol's Zoning Code prohibits outdoor commercial barbecues in that district.

On May 28, 2026, Steve Brown, on behalf of the City, issued a Notice of Violation ("Notice of Violation") because any barbecue, regardless of size, used to cook food for commercial purposes is prohibited from the Office Commercial (CO) zoning district. A&M was ordered to immediately cease use of all outdoor commercial barbecues, subject to a fine of up to \$500 per day for failure to correct.

Despite this order and a deadline of June 7, 2026, A&M has continued its operations every day. It has been 110 days since that deadline, and the Notice of Violation remains outstanding and unresolved. On May 29, 2026, Mary C. Gourley, City Manager of Sebastopol, stated in an email that A&M's outdoor commercial barbecue is not permitted at its current location.

Residents request a detailed response from the City as to how it intends to enforce the violation.

III. A&M is Operating Without Required Permits

Outdoor Commercial Barbecue Permit

Sebastopol Municipal Code ("SMC") §17.300.040(B)(1) requires Fire Chief authorization for an outdoor commercial barbecue. Gold Ridge Fire Protection District ("Gold Ridge"), which provides City Fire services, was unable to determine whether such a permit was ever issued to A&M because the City holds the relevant records.

The City should produce any operative authorization issued by the Fire Chief and identify the activities allowed under said authorization (if one exists). If one was not issued, there is no legal basis A&M's ongoing outdoor commercial barbecue operation without permits in a prohibited zoning district.

Business License Permit

The City's records also raise a business-license issue: A&M's business license history is unclear and we have been unable to determine if A&M has been operating pursuant to a valid business license during its operations. Residents request a copy of A&M's business license, including the date it was issued.

IV. The Smoke Emissions are Offensive and Should Be Immediately Discontinued

SMC Section 17.300.040(B)(2) authorizes the Fire Chief to require an outdoor commercial barbecue be "immediately discontinued" if the Chief determines that the smoke emissions "are likely to be, or are, offensive to occupants of surrounding property and/or constitute a hazardous condition."

A&M's own marketing on its website demonstrates the scale and frequency of its outdoor barbecue use: almond-wood fires are managed “day and night,” meats spend “upwards of 12 to 14 hours in the smoker,” and staff are “up before the sun, lighting our 1000-gallon offset smokers.” This paints a clear picture of A&M’s constant production of smoke, and its impact on adjacent neighbors.

Residents have reported persistent odor and smoke entering their homes for over a year. Residents keep windows closed, run air purifiers, avoid their yards, and have changed how they ventilate their homes. Some have paid to install heat-pump air-conditioning because recurring smoke—including at night and in the early morning—has made open-window cooling impractical.

Residents have provided the City with localized PM2.5 (fine particulate matter, which affects the lungs and can cause a variety of related-issues) measurements from locations closer to A&M and affected homes as compared to the City’s air monitor which are located farther away, near the Barlow area. For example, June 23–24 data from the Residents’ PurpleAir monitor located on Walker Avenue, approximately one block from A&M and facing toward A&M's smoke, showed pronounced levels of PM2.5 into orange and red AQI ranges, including peaks around 150 AQI. These localized PM2.5 measurements, the timing, and Residents' observation of smoke corroborate the conditions Residents have repeatedly reported.

More seriously, the affected neighborhood includes medically vulnerable residents, and constant daily smoke exposure raises very serious health concerns for them. Residents have also incurred costs to address the smoke including, increased HVAC operation, monitoring, and cleaning, and the continuing smoke raises legitimate concerns about property value and marketability. Residents should not be required to finance modifications to their homes while A&M is allowed to continue its operations in direct violation of the SMC. Accordingly, the Fire Chief should require that A&M’s outdoor commercial barbecue operations be immediately discontinued.

V. The Interim Burden Should No Longer Fall on Neighboring Residents

Despite the outstanding Notice of Violation, the City shifted from enforcement toward accommodation in late May and early June. Councilmember Phill Carter subsequently became involved in exploring a filtration/emissions-control solution for the smoke. Residents supported giving that effort a fair opportunity to succeed, accepting continued smoke rather than demanding immediate enforcement, in deference to A&M and its business interests.

However, months have passed while residents waited for the City and A&M to reach and implement a resolution, and nothing has been done to mitigate daily smoke impacts to the community. Residents have also not seen a binding commitment from A&M regarding any smoke mitigation measures, and its operations continue despite the outstanding Notice of Violation and neighborhood impacts.

In an email sent on August 26, 2026, Councilmember Carter indicated that A&M may be close to signing a lease for a new location around September 1, 2026, in the hope that A&M could move out of its current site by January 1, 2027. This is not a reliable plan. September 1 has come and gone, and it doesn’t appear

that a lease has been executed or that a move is imminent. Even if a lease is signed, A&M may not move for several months, which does nothing to resolve the ongoing problem of daily smoke.

On August 31, 2026, Councilmember Carter sent another email stating he found two contractors to install emissions-control equipment, and “can now begin to plan and order for the installation.” The Residents ask for a status update on whether the equipment has been ordered.

The Residents acknowledge pursuing an engineered solution and relocation takes time. But the cost of that process should not continue to be imposed on surrounding households. A clear and immediate option is for A&M to smoke its meat off site while it completes either a fully compliant permanent on-site solution or relocation to an appropriate location. This would allow A&M to continue preparing and selling its food while a permanent solution proceeds, without requiring residents to continue bearing the environmental, financial, and health consequences of the existing operation.

VI. Any Solution Must Be Lawful and Effective

Residents support a permanent and comprehensive solution that resolves the smoke. Before on-site smoking resumes or continues, the following conditions must be met:

1. A&M must fully install and commission the equipment and demonstrate that it keeps smoke from materially affecting neighboring properties;
2. A&M must satisfy applicable zoning and obtain all required Fire Chief, building, fire-safety, air-quality and other permits and approvals;
3. A&M must be subject to routine City inspection and testing; and
4. A&M must take prompt corrective action and cessation of on-site commercial smoking whenever required performance is not maintained, until compliant performance is restored.

VII. Formal Demand

Within 10 business days, Residents request that the City:

1. enforce the outstanding Notice of Violation and confirm that its determination - that A&M's outdoor commercial barbecue operation violates existing zoning - remains in effect;
2. produce any operative Fire Chief authorization and A&M's complete City business-license chronology;
3. confirm that A&M's smoke is considered “offensive to occupants of surrounding property” under §17.300.040(B)(2);
4. require commercial wood smoking to move off site immediately while A&M pursues either relocation or a fully permitted and compliant permanent on-site solution;
5. provide the current status of A&M's engineered solution to address the smoke, including engineering, committed funding, required permits, and a firm implementation schedule, and confirm whether

A&M is close to signing a new lease—recognizing that even a signed lease would not result in relocation for several months and would not resolve the daily smoke in the interim; and

6. identify the standards the City will require before accepting any permanent engineered solution, including zoning and permitting compliance, objective commissioning criteria, ongoing inspection and maintenance, recurring performance testing, recordkeeping, enforcement responsibility, and cessation of on-site smoking if required performance is not maintained.

If the City does not intend to require off-site smoking during this interim period, Residents request that it identify the legal and factual basis for allowing the existing operation to continue despite the zoning violation and the offensive smoke emissions.

VIII. Preservation and reservation of rights

Please preserve all relevant records related to A&M's smokers, permits and licenses, complaints, enforcement, air-quality evidence, filtration or emissions controls, relocation, potential zoning changes, and decisions to commence, defer, modify or suspend enforcement.

Nothing in this letter waives any resident's rights or remedies. Residents reserve all rights to seek appropriate relief.

IX. Conclusion

The fundamental question is simple: Why should neighboring residents continue bearing the impacts and costs of an operation the City determined was noncompliant while A&M works toward a future solution? The practical interim answer is equally straightforward: Move the commercial smoking operation off site until a lawful, effective, and durably enforceable permanent solution is in place.

We request a substantive written response within 10 business days.

Very truly yours,



Martin L. Hirsch