



AGENDA - REVISED

SAN RAFAEL CITY COUNCIL - MONDAY, APRIL 15, 2024

SPECIAL MEETING AT 4:00 P.M.

REGULAR MEETING AT 6:00 P.M.

This meeting will be held in-person. This meeting is being streamed to YouTube at www.youtube.com/cityofsanrafael.

How to participate in the meeting:

- You are welcome to come to the meeting and provide public comment in person. Each speaker will have 2-minutes to provide public comment per agenda item.
- Submit your comments by email to city.clerk@cityofsanrafael.org by 4:00 p.m. the day of the meeting.

If you experience technical difficulties during the meeting, please contact city.clerk@cityofsanrafael.org.

SPECIAL MEETING AT 4:00 P.M.

San Rafael Third Floor Conference Room
1400 Fifth Avenue, San Rafael, CA 94901

Watch Online:

Watch on Zoom Webinar: <https://tinyurl.com/spcc-2024-04-15>

Listen by phone: (669) 900-9128

ID: 867-1102-4834#

One Tap Mobile: +16699009128,,86711024834# US

1. Marin Commission on Aging Interviews

Interview Applicants and Make an Appointment to Fill One Three-Year Term to the End of June 2027 on the Marin Commission on Aging as the San Rafael Representative Due to the Expiration of Term of Salamah Locks (CC)

Recommended Action - Interview applicants and make an appointment

2. ADA Access Advisory Committee Interviews

Interview Applicants and Make Appointments to Fill Two Four-Year Terms to the End of April 2028 on the ADA Access Advisory Committee Due to the Expiration of Terms of Ashley Tomerlin and Timothy Lord (CC)

Recommended Action - Interview applicants and make appointments

OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - FOLLOWING SPECIAL MEETING

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - FOLLOWING SPECIAL MEETING

2. Closed Session:

- a. Conference with Labor Negotiators - Government Code Section 54957.6
Lead Negotiators: Timothy L. Davis and Allison B. Hernandez (Burke, Williams & Sorensen)
Agency Designated Representatives: Cristine Alilovich, Paul Navazio, Marissa Sanchez, and Angela Robinson Piñon
Employee Organizations: San Rafael Police Mid-Management Association; Public Employee

Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; San Rafael Police Mid-Management Association; San Rafael Fire Chief Officers' Association; San Rafael Mid-Management Employee Association; Unrepresented Executive Management

REGULAR MEETING AT 6:00 P.M.
San Rafael City Hall, Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Watch Online:

Watch on Zoom Webinar: <https://tinyurl.com/cc-2024-04-15>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 444-9171

ID: 860-6190-5675#

One Tap Mobile: +16694449171,,86061905675# US

CITY MANAGER AND COUNCILMEMBER REPORTS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

3. City Manager and Councilmember Reports:

CONSENT CALENDAR:

The opportunity for public comment on consent calendar items will occur prior to the City Council's vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:

a. Approval of Minutes

Approve Minutes of the Special and Regular City Council Meetings of April 2, 2024 (CC)
Recommended Action - Approve minutes as submitted

b. Bicycle and Pedestrian Advisory Committee Appointment

Appointment of Christian Kuhn as Alternate Member on the Bicycle and Pedestrian Advisory Committee to the End of April 2028 Due to the Resignation of Anne Coyne (CC)
Recommended Action - Approve appointment

c. Pickleweed Branch Library Re-Design Project

Authorize the City Manager to Enter into a Professional Services Agreement with Jayson Architecture P.C. for Architectural, Engineering and Interior Design Services for the Pickleweed Branch Library in the Amount Not to Exceed \$251,210 (LR)
Recommended Action – Authorize the City Manager to enter into a Professional Services Agreement with Jayson Architecture P.C. in the amount not to exceed \$251,210

d. B Street Culvert Replacement Project

Award of Construction Agreement to Maggiora & Ghilotti, Inc. and Appropriation of \$480,000 for the B Street Culvert Replacement Project (PW)
Recommended Action – Award the construction agreement for the B Street Culvert Replacement Project, City Project No. 11380, to Maggiora & Ghilotti, Inc. in the amount of \$414,770; Authorize the City Manager to execute the construction agreement up to the amount of \$480,000, including contingency funds of \$65,230; Authorize appropriation of \$480,000 for the

B Street Culvert Replacement Project from available Gas Tax funds (Fund 206); and Approve the plans and specifications for the B Street Culvert Replacement Project, City Project No. 11380, on file in the Department of Public Works

- e. **Approval for Special Event Street Closures in San Rafael**
Resolution Authorizing the Temporary Closure of Streets in San Rafael for Special Events for Calendar Year 2024 (PD)
Recommended Action - Adopt Resolution

- f. **First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for Final Design of the Grand Avenue Cycle Track Project**
Authorize the City Manager to Negotiate and Enter into a First Amendment to the Professional Services Agreement with Kimley-Horn & Associates, Inc. for Engineering Design Services Associated with the Grand Avenue Cycle Track Project, in an Additional Amount of \$86,150, Increasing the Total Not to Exceed Amount of the Agreement to \$161,040 (PW)
Recommended Action - Authorize the City Manager to Negotiate and Enter into a First Amendment to the Professional Services Agreement with Kimley-Horn & Associates, Inc. for Engineering Design Services in an Additional Amount of \$86,150, Increasing the Total Not to Exceed Amount of the Agreement to \$161,040

- g. **Grant Award from the State Coastal Conservancy for People of The Canal Public Art Project**
Item Removed from the Agenda

- h. **Public Art Project Proposal for Mural at Albert J. Boro Community Center**
The Canal Arts Proposal to Install a Public Art Mural at the Albert J. Boro Community Center (LR)
Recommended Action - Approve The Canal Arts public art proposal to paint a mural on the exterior of the Albert J. Boro Community Center and authorize the City Manager to enter into a license agreement with Rich Storek (dba The Canal Arts)

SPECIAL PRESENTATIONS:

5. Special Presentations:

- a. **Presentation from Transportation Authority of Marin Regarding the 101/580 Multi Modal and Local Access Improvement Project (PW)**

PUBLIC HEARINGS:

6. Public Hearings:

- a. **Anti-Displacement Urgency Ordinance and Temporary Relocation Assistance for the Canal Opportunity Zone**
Implementation of Temporary Anti-Displacement Measures in the Canal Opportunity Zone (CED)
Recommended Action - Final adoption of urgency ordinance (4/5 vote); and Adopt Resolution

- b. **Ordinance Regulating Camping on Public Property**
An Ordinance of the City Council of the City of San Rafael Amending Chapter 19.50 to the San Rafael Municipal Code, Entitled "Camping on Public Property" Regulating Camping on Public Property Within the City of San Rafael (CD/CA)

Recommended Action – Introduce Ordinance, waive further reading of Ordinance and refer to it by title only

OTHER AGENDA ITEMS

7. Other Agenda Items:

a. **Authorize Affordable Housing Trust Fund Award to Include Renovation of Units in an Additional Building at Marin Villa Estates**

Resolution Amending Resolution 15244 Authorizing the Use of Affordable Housing Trust Funds for Renovation of Units in an Additional Building at Marin Villa Estates (CED)

Recommended Action – Adopt Resolution

OPEN TIME FOR PUBLIC EXPRESSION

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection online and at City Hall, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing city.clerk@cityofsanrafael.org or using the California Telecommunications Relay Service by dialing “711”, at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request. To request Spanish language interpretation, please submit an online form at <https://www.cityofsanrafael.org/request-for-interpretation/>.



Special Meeting
Agenda Item No: SM 1
Meeting Date: April 15, 2024

SAN RAFAEL CITY COUNCIL STAFF REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk **City Manager Approval:**

TOPIC: MARIN COMMISSION ON AGING INTERVIEWS

SUBJECT: INTERVIEW APPLICANTS AND MAKE AN APPOINTMENT TO FILL ONE THREE-YEAR TERM TO THE END OF JUNE 2027 ON THE MARIN COMMISSION ON AGING AS THE SAN RAFAEL REPRESENTATIVE DUE TO THE EXPIRATION OF TERM OF SALAMAH LOCKS

RECOMMENDATION:
Interview the following applicants and make appointments to fill one three-year term through the end of June 2027 on the Marin Commission on Aging as the San Rafael Representative to the expiration of term of Salamah Locks.

Name
Joan Clemmons
My Nguyen

BACKGROUND:
The term of Salamah Locks is set to expire at the end of June 2024 and the City Clerk’s office recruited for applications and received four applications; however, one applicant was not responsive and therefore was withdrawn from the application process and one applicant withdrew.

The [Marin County Commission on Aging](#) is a 23-member federally mandated advisory council to the Marin County Board of Supervisors. The Commission works closely with the Aging and Adult Services on behalf of Marin’s older adults. Commissioners are appointed to three-year terms by either the Board of Supervisors or the 11 incorporated cities and towns in Marin. In addition, Marin County’s Senior Assembly Member and Senior Senator, representatives of the California Senior Legislature (CSL), also serve as ex-officio members for a four-year term. [Meetings](#) are held the first Thursday of each month from 10:00 a.m. to 12:30 p.m. at various locations throughout Marin.

FOR CITY CLERK ONLY

Council Meeting:
Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

ANALYSIS:

The City Clerk's office recruited for the Marin Commission on Aging vacancy and received four (4) applications; however, two applicants withdrew. Staff recommends the City Council interview the two (2) eligible applicants and make an appointment to fill the terms.

FISCAL IMPACT: There is no fiscal impact associated with this item.

COMMUNITY OUTREACH:

The call for applications for the Marin Commission on Aging was advertised through mass email notification, the City website, social media platforms, Marin IJ, and physically posted at City facilities.

ATTACHMENT:

1. Two (2) Applications

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 20, 2023 3:52:05 PM
Last Modified: Thursday, July 20, 2023 6:28:23 PM
Time Spent: 02:36:18
IP Address: 71.202.3.223

Page 1

Q1

Contact Information / Información del contacto

First and Last Name / Nombre y Apellido

Joan Clemmons

Address / Dirección

City / Ciudad

San Rafael

State / estado

Ca

ZIP/Postal Code / Código postal

94901

Email Address / Dirección de correo electrónico

Phone Number / Número de teléfono

Q2

District 3/Eastern / Distrito 3/Este

What district do you currently live in? ¿En qué distrito vive actualmente?

Q3

How long have you lived in San Rafael?

17 years

Q4

Business Information

Company

Retired

Q5

How did you hear about this vacant position?

Social Media,

Other (please specify):

IJ

Q6 **Marin Commission on Aging,**

What Board would you like to apply to? ¿A cuál te gustaría aplicar? **Police Accountability Advisory Committee**

Page 4: Police Accountability Advisory Committee Application Questions

Q16 **Graduate School / Escuela de posgrado,**

Education Completed/Educación completada Other (please specify) Otros (especifique):
RN Marin Community College

Q17

Describe your involvement in your neighborhood of San Rafael. What have you done to make your community safe? Include any volunteer contributions to the community if applicable: Describe su participación en su vecindario de San Rafael. ¿Qué ha hecho para que su comunidad sea segura? Incluya cualquier contribución voluntaria a la comunidad, si corresponde:

In Tam Valley, where I have a small home, I organized a committee to work with the county to have two stop signs installed where elementary school children needed to cross a busy street to get to school.

Taught classes with Disaster Preparedness Team

American Red Cross Disaster Nurse

Developed and trained fire look out volunteers on Mt. Tam for during the summer months.

Q18

Please list your reasons for wanting to serve. Por favor, indique las razones por las que desea servir:

We have an excellent SR police force and there was tension this past year. I would like to be part of the solution that allows all of us to mutually cooperate to make this a better place for all.

Q19

Please share your perception and or perspective about law enforcement in San Rafael. Por favor, comparta su percepción o perspectiva sobre la aplicación de la ley en San Rafael.

The law enforcement officers that I have come into contact with have been very professional and excellent. I have had coffee with them and ice cream with them when they were on 4th Street awhile ago. Law enforcement officers are humans, first, doing a difficult job. I, and all of us, have regretted past responses or decisions of the moment but these should, and need to, become learning experiences for us. Mistakes in judgement in the moment should not be a condemnation of someone's ability to be of service.

Q20

If selected to serve, what reasonable accommodation requests should the Committee facilitator know, in order for you to fully participate? En caso de ser seleccionado, ¿qué ajustes razonables debe saber el facilitador del Comité para que usted pueda participar plenamente?

No accommodations, but one. I like to visit family in Southern California but my time is flexible except between November 20th and December 12th (my grandsons' birthdays)

Q21

Describe possible areas in which you may have a conflict of interest with the city if any. Describa posibles áreas en las que pueda tener un conflicto de intereses con la ciudad, si las hubiera:

I can't see any possible areas in which I might have a conflict of interest with SR

Q22

Do you officially represent an organization, agency or group that provides violence prevention services? If so, please name the group and your position. ¿Representa oficialmente a una organización, agencia o grupo que presta servicios de prevención de la violencia? En caso afirmativo, indique el grupo y su cargo.

No, but previously, I was on the board of an organization (not in Marin) that was called Center Against Spouse Abuse. I believe in non-violence in all areas.

Q23

Respondent skipped this question

Upload your resume (optional) / Cargue su currículum. (opcional)

Page 5: Demographics / Datos demográficos

Q24

Ethnicity / Raza/etnia:

[Redacted]

Q25

To which gender do you most identify? ¿Con qué género se identifica más?

[Redacted]

Q26

How old are you? ¿Cuántos años tienes?

[Redacted]

#40

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, September 20, 2023 11:09:28 PM
Last Modified: Thursday, September 21, 2023 12:03:58 AM
Time Spent: 00:54:30
IP Address: 24.6.234.161

Page 1

Q1

Contact Information / Información del contacto

First and Last Name / Nombre y Apellido	MyDung
Address / Dirección	[REDACTED]
City / Ciudad	San Rafael
State / estado	CA
ZIP/Postal Code / Código postal	94901
Email Address / Dirección de correo electrónico	[REDACTED]
Phone Number / Número de teléfono	[REDACTED]

Q2

District 4/Northern / Distrito 4/Norte

What district do you currently live in? ¿En qué distrito vive actualmente?

Q3

How long have you lived in San Rafael?

10 Years +

Q4

Respondent skipped this question

Business Information

Q5

Other (please specify):

How did you hear about this vacant position?

FLYER

Q6

What Board would you like to apply to? ¿A cuál te gustaría aplicar?

**Marin Commission on Aging,
Marin County Hazardous & Solid Waste Management
JPA Local Task Force Advisory Member
,
Pickleweed Advisory Committee,
Police Accountability Advisory Committee**

Page 3

Q10

Do you participate in any civic activities? If so, what are they?

No

Q11

List any civic organizations of which you are a member:

N/A

Q12

Education:

HS Diplomas, College degree, AS degree in Medical Assistant

Q13

Why are you interested in serving on a board or commission?

Because I concern the living in community

Q14

Describe possible areas in which you may have a conflict of interest with the City:

N/A

Q15

Respondent skipped this question

Upload your resume.

Page 5: Demographics / Datos demográficos

Q24

Ethnicity / Raza/etnia:

[REDACTED]

Q25

To which gender do you most identify? ¿Con qué género se identifica más?

[REDACTED]

Q26

How old are you? ¿Cuántos años tienes?

[REDACTED]




Special Meeting
Agenda Item No: SM 2
Meeting Date: April 15, 2024

SAN RAFAEL CITY COUNCIL STAFF REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: 

TOPIC: AMERICANS WITH DISABILITIES ACT (ADA) ACCESS ADVISORY COMMITTEE INTERVIEWS

SUBJECT: INTERVIEW APPLICANTS AND MAKE APPOINTMENTS TO FILL TWO FOUR-YEAR TERMS TO THE END OF APRIL 2028 ON THE AMERICANS WITH DISABILITY ACT (ADA) ACCESS ADVISORY COMMITTEE DUE TO THE EXPIRATION OF TERMS OF ASHLEY TOMERLIN AND TIMOTHY LORD

RECOMMENDATION:
Interview the following applicants and make appointments to fill two four-year terms to the end of April 2028 on the Americans with Disabilities Act (ADA) Access Advisory Committee due to the expiration of terms of Ashley Tomerlin and Timothy Lord.

Name
Ashley Tomerlin
Gerrod Herndon
Jaimie Vigil

BACKGROUND:
The terms of Ashley Tomerlin and Timothy Lord are set to expire at the end of April 2024 and the City Clerk’s office recruited and received three applications.

The [ADA Access Advisory Committee](#) provides valuable input in determining disability policy for the City of San Rafael. The ADA Access Advisory Committee provides input, advises the City on matters relating to people with disabilities, and is a primary public networking resource between persons with disabilities, disability service agencies, representatives from government agencies, and others. Members of the committee represent a broad cross-section of the community with disabilities, reflecting multiple types of disabilities, and the cultural and gender diversity of the wider disability community. The ADA Access Advisory Committee works in conjunction with the City of

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

San Rafael. [Meetings](#) are held on the first Wednesday of March, June, September and December at 2:00 p.m. at San Rafael City Hall, Third Floor Conference Room 1400 Fifth Avenue, San Rafael, CA 94901.

ANALYSIS:

The City Clerk's office recruited for the ADA Access Advisory Committee vacancies and received three (3) applications. Staff recommends the City Council interview the three (3) eligible applicants and make an appointment to fill the unexpired terms.

FISCAL IMPACT: There is no fiscal impact associated with this item.

COMMUNITY OUTREACH:

The call for applications for the ADA Access Advisory Committee was advertised through mass email notification, the City website, social media platforms, Marin IJ, and physically posted at City facilities.

ATTACHMENT:

1. Three (3) Applications

#120

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, March 30, 2024 11:58:14 AM
Last Modified: Saturday, March 30, 2024 12:26:19 PM
Time Spent: 00:28:04
IP Address: 98.45.129.79

Page 1

Q1

Contact Information / Información del contacto

First and Last Name / Nombre y Apellido

Ashley Tomerlin

Address / Dirección

[REDACTED]

City / Ciudad

San Rafael

State / estado

CA

ZIP/Postal Code / Código postal

94901

Email Address / Dirección de correo electrónico

[REDACTED]

Phone Number / Número de teléfono

[REDACTED]

Q2

District 2/Western / Distrito 2/Oeste

What district do you currently live in? ¿En qué distrito vive actualmente?

Q3

How long have you lived in San Rafael?

8 years

Q4

Respondent skipped this question

Business Information

Q5

Other (please specify):

How did you hear about this vacant position?

Incumbent

Q6

ADA Access Advisory Committee

What Board would you like to apply to? ¿A cuál te gustaría aplicar?

Page 4

Q18

Do you participate in any civic activities? If so, what are they?

I am involved with local youth sports leagues. I participated in the development of the Parks and Rec Master Plan update as an alternate for the ADA Committee.

Q19

List any civic organizations of which you are a member:

I am a steering committee member of the the Bay Trail Board.

Q20

Education:

BA - Political Science and Urban Planning, UC San Diego

MLA - Landscape Architecture, CUNY City College

Q21

Why are you interested in serving on a board or commission?

Professionally, I worked for 7 years as a disability access planner, consulting with local, state, and federal agencies on ADA Compliance. I do not identify as a person with a disability but have significant professional expertise in the area.

Q22

Describe possible areas in which you may have a conflict of interest with the City:

I work for the Bay Conservation and Development Commission and the San Rafael shoreline is within our jurisdiction.

Q23

Upload your resume.

[atomerlin_resume.pdf \(47.7KB\)](#)

Page 5: Demographics / Datos demográficos

Q24

Ethnicity / Raza/etnia:

[REDACTED]

Q25



To which gender do you most identify? ¿Con qué género se identifica más?

Q26



How old are you? ¿Cuántos años tienes?

ashley tomerlin

education

MLA, City College
New York

BA, Urban Studies
and Planning,
Political Science,
UC San Diego

certifications

**Registered
Landscape
Architect**
CA #6130

**DSA Certified
Access Specialist
(CASp)**
CA #767

affiliations

San Rafael ADA
Access Committee

programs

Adobe InDesign CC
Adobe Illustrator CC
Adobe Photoshop CC
AutoCAD
RECU Bluebeam
Microsoft Office
Microsoft Access

references

available upon
request

work experience

San Francisco Bay Conservation and Development Commission (BCDC),

San Francisco, CA | March 2020-present | Senior Landscape Architect

Analyze and advise on the design of proposed shoreline developments relative to the Commission's policies and design guidelines; plan review for compliance with permit conditions, including preliminary plans, construction documents, and special events proposals; conduct site visits for permit compliance and project analysis.

MIG, Berkeley, CA | May 2013-February 2020

Perform site evaluations for parks, playgrounds, civic buildings and pedestrian rights-of-way; produce accessibility studies, monitoring reports, and self-evaluation and transition plans; provide design review and plan checks; develop universal access guidelines and design standards for outdoor recreation areas; provide landscape architecture services from concept design through design development and construction documents; prepare presentation materials; perform project management tasks including preparing status reports, project summaries, correspondence, and maintaining records.

April Philips Design Works, San Rafael, CA | April 2012-April 2013

Cultural landscape analysis; landscape design; preparation of design development and construction documents; and image production.

Benzinberg Stein Design Associates, Jersey City, NJ | June 2010- March 2012

Cultural landscape analysis; preparation of design development and construction documents; preliminary studies for site analysis and planning; and image production.

Mark K. Morrison Associates, New York City, NY | June 2008- August 2008

Preparation of construction documents, specifications, and image production.

key projects

COVID-19 Public Access Encroachment/Closure Coordination, Bay Area, 2020-present

ADA Self Evaluation and Transition Plans - California Coastal Conservancy, Coronado, Edmonds(WA), Lancaster, Larkspur, Longmont(CO), Lynwood(WA), Midpeninsula Regional Open Space District, Napa County, Novato, Portland(OR), Rohnert Park, City of Santa Clara, Santa Clara County Parks, South San Francisco, and Yountville | 2013-2020

Tucker Consent Decree, third-party monitor, California State Parks | 2013 - 2020

Point Reyes National Seashore Lighthouse Path-of-Travel, National Park Service | 2018

Yosemite Half Dome Village Accessibility Study, National Park Service | 2017

Supplemental Analysis of ADA Status of Program Accessibility for Recreation

Elements Included in the 2010 ADA Standards, San Francisco RPD | 2017

Inclusive Access Plan, Marin County Parks | 2016

The San Francisco Bay Area Water Trail Accessibility Plan, Coastal Conservancy | 2015

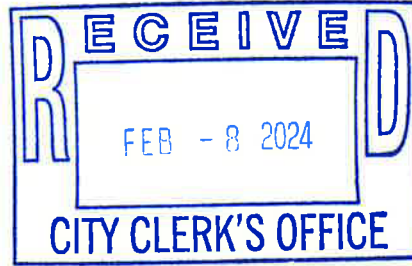
PG&E Campground Design Manual, Statewide, California | 2013

Mission San Rafael Historic American Landscape Survey, St. Raphael Parish, CA | 2012

Moroccan Courtyard, Metropolitan Museum of Art, New York City, NY | 2011



SAN RAFAEL
THE CITY WITH A MISSION



Boards and Commissions Application

What board would you like to apply too?

- ADA Access Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Board of Library Trustees
- Design Review Board
- Fire Commission
- Marin Commission on Aging
- Marin County Hazardous & Solid Waste Management Joint Powers Authority Local Task Force
- Marin/Sonoma Mosquito and Vector District
- Park and Recreation Commission
- Pickleweed Advisory Committee
- Planning Commission
- Police Accountability Advisory Committee
- Public Art Review Board
- Voter Approved Tax Oversight Committee

Applicant Information

Full Name: Herndon (Gerrard) Lonzell-Dean; Mr.

*Address: [Redacted]
 Street Address Apartment/Unit #
San Rafael, CA 94901
 City State ZIP Code

*Phone: [Redacted] *Email [Redacted]

Resident of San Rafael for 11 years.

Employer: Goodwill (SF)

Occupation: Donation Attendant

Business Address: N/A
 Street Address Apartment/Unit #
Novato, CA 94945
 City State ZIP Code

Education

College of Marin, SRJC, Fresno Pacific University
Global University, Herbert Bible Armstrong College
Zaytuna College, Coastline Community College.

Supplemental Questions

Participation in the following civic activities:
281915g USC,

N/A

N/A

N/A

Member of the following civic organizations:

N/A

N/A

N/A

N/A

My reasons for wanting to serve are:

I feel I have a calling from Lord God the creator of heaven and earth. Also I am a born leader, for year's I studied a Witkins Legal Insistute Law, cases and been through the Judicial system.

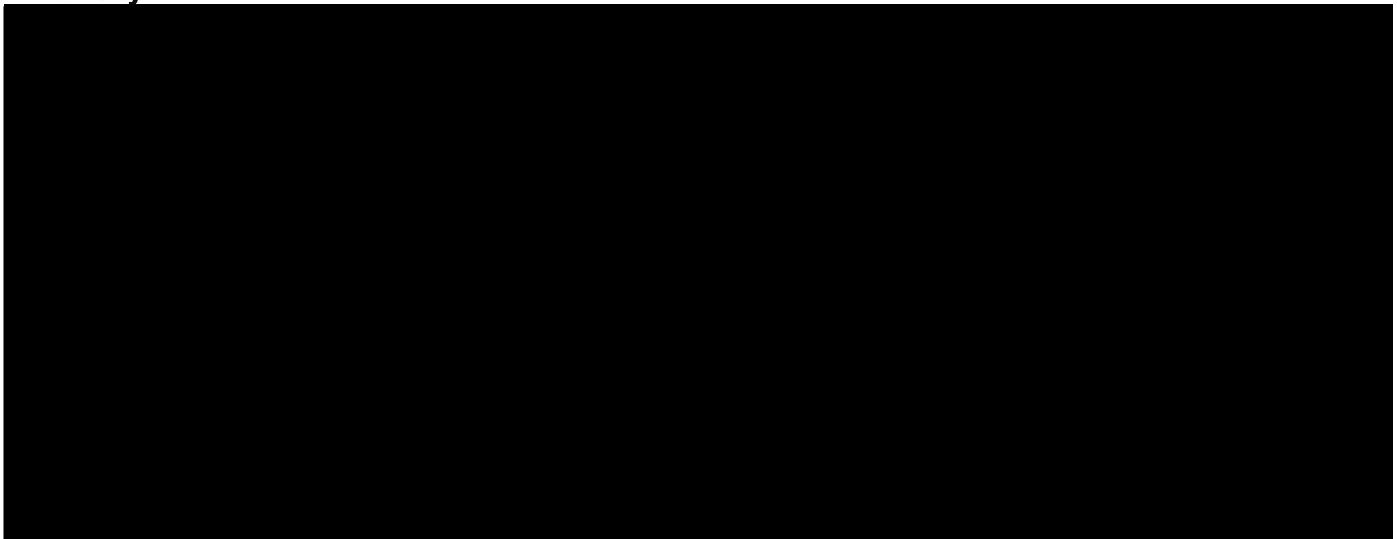
Describe possible areas in which you may have a conflict of interest with the City:

There is a digital network that has harmed the residents from obtaining the proper citizen ship. ~~Death~~ Cpow bird and a problem, bear, with me breaking the sound barrier on media diary. the end.

Demographics (Optional)

The demographic information you choose to provide is **VOLUNTARY** and **OPTIONAL** and refusal to provide it will not subject you to any adverse treatment. This information will be considered confidential, kept separate from your application and will not be used for evaluating applications or making appointments. The City of San Rafael will use this information solely to conduct research and compile statistical reports regarding the composition of its Board and Commission applicants.

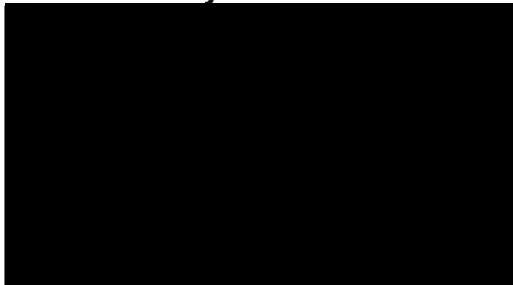
Ethnicity:



To which gender do you most identify?



How old are you?



Signature

Signature:

Gervod Herndon

Date:

2-8-24

Mail or Deliver to:

City of San Rafael, City Clerk Department
City Hall, 1400 Fifth Avenue, Room 209
San Rafael, CA 94901

*Information kept confidential, to the extent permitted by law.

San Rafael, CA



Gerrod Herndon

Passionate worker and learner searching for a change in career fields and an opportunity to join a growing team.

SKILLS

Deep knowledge of mental health services
Operational knowledge of computer applications
Exceptional ability to multitask and prioritize work
Sound ability to work independently
Excellent customer services skills
Good communication skills in both oral and written forms
Bilingual (English Farsi Arabic) (Spanish for customer service)

EXPERIENCE

Enterprise Resource Center, San Rafael Marin - Peer Support Specialist

Dec 2021 - Present

- Performed heavy and light cleaning, including mopping, sweeping, glass-cleaning, and dusting
- Participated in various self-help groups and provided support to clients.
- Performed various activities on the consumer lounge and ensured a neat and clean area.

Center for Employment Opportunities, San Rafael Marin - Highway Technician

Sep 2021 – May 2022

- Provide landscaping and weed eating services along highways, on/off ramps, service roads, and underpasses
- Provide litter abatement services along highways, on/off ramps, service roads, and underpasses
- Beautify highways and ensure their safety for emergency vehicles
- Ensure safe passage on shoulders for emergency vehicles and motorists in distress

Ruby's Valley Care Home, Fresno – Janitor

Mar 2020 - Jan 2021

- Performed maintenance and janitorial duties at several commercial and business sites
- Cleaned, sanitized and supplied restrooms
- Washed windows, glass partitions and mirrors
- Swept, mopped, scrubbed and vacuumed floors to ensure cleanliness
- Collected and transported garbage to sanitation pick-up areas
- Emptied wastebaskets and transported trash to disposal areas

McDonald's, Novato – Server

Jan 2014 - May 2014

- Performed maintenance and janitorial duties at several commercial and business sites
- Cleaned, sanitized and supplied restrooms
- Washed windows, glass partitions and mirrors
- Swept, mopped, scrubbed and vacuumed floors to ensure cleanliness
- Collected and transported garbage to sanitation pick-up areas
- Emptied wastebaskets and transported trash to disposal areas

State of CA - Printing Press

Jan 2006 - Jan 2013

- Collected and inspected random samples during print runs to identify any necessary adjustments.
- Examined job orders to determine quantities to be printed, stock specifications, colors, or special printing instructions.
- Verified that paper and ink meet the specifications for a given job.
- Started presses and pull proofs to check for ink coverage and density, alignment, and registration.
- Fed paper through press cylinders and adjust feed and tension controls.

EDUCATION

HS Diploma, Vallejo High School – 1999

Paralegal Diploma, Blackstone (GATE) – 2010

College of Marin, Marin CA – *Classical Music*
Undergrad cont'd

Santa Rosa Junior College, Santa Rosa CA – *Counseling Health and Philosophy*
Undergrad cont'd

Fresno Pacific University, Fresno, CA

Coastline Community College, Fountain Valley, CA

CERTIFICATES AND LICENSES

Fresh Start Culinary Program
2016

California Psychiatric Transition (CPT)
2016 Graduated

Breaking Barriers
2013 Graduated

PASS – Psychology Academic SF
2013 Graduated

ABA – Occupational Therapy
2013 Graduated

Courses Taken

Exodus Course – graduated

ABA Occupational therapy class – graduated

Counseling – graduated

Health and Philosophy – graduated

Sexual Harassment Certificate – graduated

Psychology – graduated

#105

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, March 06, 2024 8:33:26 AM
Last Modified: Wednesday, March 06, 2024 10:52:35 AM
Time Spent: 02:19:08
IP Address: 98.37.19.98

Page 1

Q1

Contact Information / Información del contacto

First and Last Name / Nombre y Apellido

Jaimie Vigil

Address / Dirección

[REDACTED]

City / Ciudad

San Rafael

State / estado

Ca

ZIP/Postal Code / Código postal

94901

Email Address / Dirección de correo electrónico

[REDACTED]

Phone Number / Número de teléfono

[REDACTED]

Q2

District 1/Southern / Distrito 1/Sur

What district do you currently live in? ¿En qué distrito vive actualmente?

Q3

How long have you lived in San Rafael?

Since 1969

Q4

Business Information

Company

Retired

Q5

How did you hear about this vacant position?

Other (please specify):

Looked it up

Q6

ADA Access Advisory Committee

What Board would you like to apply to? ¿A cuál te gustaría aplicar?

Page 4

Q18

Do you participate in any civic activities? If so, what are they?

Yes, I am active with direct serving the homeless, and immigrants in need of housing info & contacts, clothing, food assistance with I provide on a case by case basis. I collect items and distribute according to need.

Q19

List any civic organizations of which you are a member:

I do not work with any organizations as they have enough out reach and do their best to assist in an orderly fashiin. They are however limited in immediate assistance for those falling the cracks. I believe in direct assistance to individuals in need which I participate in.

Q20

Education:

HS diploma, Community College, Vocational College

Q21

Why are you interested in serving on a board or commission?

Because it's underserved

Q22

Describe possible areas in which you may have a conflict of interest with the City:

I'm not aware of any at the moment.

Q23

Respondent skipped this question

Upload your resume.

Page 5: Demographics / Datos demográficos

Q24

Ethnicity / Raza/etnia:

Q25



To which gender do you most identify? ¿Con qué género se identifica más?

Q26



How old are you? ¿Cuántos años tienes?



MINUTES

SAN RAFAEL CITY COUNCIL - TUESDAY, APRIL 2, 2024
SPECIAL MEETING AT 4:00 P.M.
REGULAR MEETING AT 6:00 P.M.

This meeting will be held in-person. This meeting is being streamed to YouTube at www.youtube.com/cityofsanrafael.

How to participate in the meeting:

- You are welcome to come to the meeting and provide public comment in person. Each speaker will have 2-minutes to provide public comment per agenda item.
- Submit your comments by email to city.clerk@cityofsanrafael.org by 4:00 p.m. the day of the meeting.

If you experience technical difficulties during the meeting, please contact city.clerk@cityofsanrafael.org.

SPECIAL MEETING AT 4:00 P.M.
San Rafael Third Floor Conference Room
1400 Fifth Avenue, San Rafael, CA 94901

Watch Online:

Watch on Zoom Webinar: <https://tinyurl.com/spcc-2024-04-02>

Listen by phone: (669) 900-9128

ID: 817-7900-8814#

One Tap Mobile: +16699009128,,81779008814# US

Present: Councilmember Bushey
Councilmember Kertz
Mayor Kate

Absent: Councilmember Llorens Gulati
Vice Mayor Hill

Also Present: City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 4:07 p.m. Vice Mayor Hill and Councilmember Llorens Gulati were absent.

Mayor Kate invited public comment.

Speaker: Sunny Lee

- 1. Bicycle and Pedestrian Advisory Committee Interviews**
Interview Applicants and Make Appointments to Fill Three Four-Year Terms to the End of April 2028 and one Unexpired Four-Year Term to the End of October 2027 on the Bicycle and Pedestrian Advisory Committee Due to the Expiration of Terms of Philip Mooney, Barry Bergman and Marc Solomon and the Resignation of Sylvain Frayer (CC)

The City Council interviewed the following applicants: Christian Kuhn, Kay Karchevski, Philip Mooney, Sean Callagy, Barry Bergman and Anabel Vicente. Danielle Mahoney withdrew from

the interview process.

The City Council provided feedback to staff to return in October with a recommendation to appoint Christian Kuhn to the Alternate Member term that would become vacant in October 2024, if he would be interested.

Councilmember Kertz moved, and Councilmember Bushey seconded to appoint Philip Mooney, Barry Bergman and Sean Callagy to the three four-year terms to the end of April 2028, and Anabel Vicente to the unexpired four-year term to the end of October 2027.

Mayor Kate adjourned the meeting at 5:06 p.m.

OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - FOLLOWING SPECIAL MEETING

1. Mayor Kate announced Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - FOLLOWING SPECIAL MEETING

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9: 1 case
Shaleeta Boyd, et al. v. City of San Rafael, et al. (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)

**REGULAR MEETING AT 6:00 P.M.
San Rafael City Hall, Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901**

Watch Online:

Watch on Zoom Webinar: <https://tinyurl.com/cc-2024-04-02>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 444-9171

ID: 844-3204-9611#

One Tap Mobile: +16694449171,,84432049611# US

Present: Councilmember Bushey
Councilmember Kertz
Mayor Kate

Absent: Councilmember Llorens Gulati
Vice Mayor Hill

Also Present: City Manager Cristine Alilovich
Assistant City Attorney Genevieve Coyle
City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 6:02 p.m. and invited City Clerk Lindsay Lara to call the roll. Vice Mayor Hill and Councilmember Llorens Gulati were absent.

Assistant City Attorney Genevieve Coyle announced there was no reportable action in the Closed Session held prior to the regular meeting.

Mayor Kate provided opening remarks which included gratitude to City staff, recognition of the San Rafael Team of the Quarter (Q4) winner and a land acknowledgment.

City Clerk Lindsay Lara informed the community that the in-person meeting would also be recorded and streamed live to YouTube and through Zoom. She noted the two-minute timer for public comment and closed captioning on Zoom.

CITY MANAGER AND COUNCILMEMBER REPORTS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

3. City Manager and Councilmember Reports:

City Manager Cristine Alilovich announced:

- Bicycle & Pedestrian Advisory Committee (BPAC) meeting to be held April 3 at 6 p.m. at City Hall
- 2nd Friday Art Walk to be held April 12, 5-8 p.m. downtown

City Councilmember Reports:

- Councilmember Kertz reported on her review of Community Development Block Grant (CDBG) applications, the Homeless Policy Steering Committee, a Marin Wildfire Prevention Authority Board meeting and the Marin County Council of Mayors and Councilmembers (MCCMC) Legislative Committee.
- Councilmember Bushey reported on a San Rafael Sanitation District meeting and a MCCMC Marin Transit Board meeting.
- Mayor Kate reported on a Fairhills Homeowners Association meeting, her Just City Mayoral Fellowship, the St. Vincent ribbon-cutting for their new facility, a San Rafael Sanitation District meeting, a Transportation Authority of Marin meeting and a BayWAVE meeting. Also, she attended the Guide Dogs for the Blind's 1000th graduation ceremony.

Mayor Kate invited public comment; however, there was none.

CONSENT CALENDAR:

Mayor Kate invited public comment.

Speaker: Al Vetere

Councilmember Bushey moved and Councilmember Kertz seconded to approve the Consent Calendar, with the revision to item 4.d correcting the clerical error in the total cost to "\$257,600".

4. Consent Calendar Items:

a. Approval of Minutes

Approve Minutes of the Regular City Council Meeting of March 18, 2024 (CC)

Approved minutes as submitted

b. Public Service Award 2024

Resolution of Appreciation to Recipient of the Richard P. O'Brien and Mary Ferrario O'Brien Public Service Award for 2024 (CM)

Resolution 15281 - Resolution of Appreciation to Recipient of the Richard P. O'Brien and Mary Ferrario O'Brien Public Service Award for 2024, Tom Harrison

c. Proclamations

Proclamations Supporting Week of the Young Child and National Library Week (LR)

Received and filed

d. **Canal Parking Striping Project**

Award of Construction Agreement to Bayside Stripe & Seal, Inc. and Appropriation of \$257,000 for the Canal Parking Striping Project (PW)

Awarded the construction agreement for the Canal Parking Striping Project, City Project No. 11438, to Bayside Stripe & Seal, Inc. in the amount of \$224,000; Authorized the City Manager to execute the construction agreement up to the amount of \$257,000, including contingency funds of \$33,600; and Appropriated \$257,600 for the Canal Parking Striping Project

AYES: Councilmembers: Bushey, Kertz & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: Hill & Llorens Gulati

SPECIAL PRESENTATIONS:

5. Special Presentations:

Mayor Kate invited public comment; however, there was none.

a. [Presentation of Resolution of Appreciation to Public Service Award Recipient \(CC\)](#)

Mayor Kate presented the Proclamation to Tom Harrison, Public Service Award Recipient of 2024.

b. [Presentation of Proclamation in Recognition of Celebrate Diversity Month \(HR\)](#)

The City's Diversity, Equity, Inclusion and Belonging (DEIB) Committee gave a presentation on their work.

Mayor Kate presented the Proclamation.

OTHER AGENDA ITEMS

6. Other Agenda Items:

a. [Marin Countywide Local Road Safety Plan](#)

Adopt the 2024 Marin Countywide Local Road Safety Plan and Adopt Chapter 16 of 2024 Marin Countywide Local Road Safety Plan as the City of San Rafael Local Road Safety Plan (PW)

April Miller, Director of Public Works and Jen Schriber, Parametrix presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Dave Rhoads, Walk/Bike San Rafael, Joe Mulligan, Marin Cyclists and Al Vetere

Staff responded to questions from the community.

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Bushey seconded to adopt the 2024 Marin Countywide Local Road Safety Plan; and Adopt Chapter 16 of the 2024 Marin Countywide Local Road Safety Plan as the City of San Rafael Local Road Safety Plan.

AYES: Councilmembers: Bushey, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Hill & Llorens Gulati

Adopted the 2024 Marin Countywide Local Road Safety Plan; and Adopted Chapter 16 of the 2024 Marin Countywide Local Road Safety Plan as the City of San Rafael Local Road Safety Plan

OPEN TIME FOR PUBLIC EXPRESSION

- Al Vetere addressed the City Council regarding updating department procedures and making them relevant to the challenges of today.
- Jana Blunt addressed the City Council regarding SEIU Local 1021 employee union.
- Margaret Stawowy addressed the City Council regarding recruitment and retention of employees, unfair wages, and quality of service to the community.
- Trisha Cerruti-Saylor addressed the City Council regarding recruitment and retention of employees, unfair wages, and quality of service to the community.
- Mike Castaneda addressed the City Council regarding recruitment and retention of employees, unfair wages, and quality of service to the community.
- James Dunn addressed the City Council regarding recruitment and retention of employees, unfair wages, and quality of service to the community.
- Erin Cipriani addressed the City Council regarding recruitment and retention of employees, unfair wages, and quality of service to the community.
- Monica Roberts addressed the City Council regarding recruitment and retention of employees, unfair wages, and quality of service to the community.
- Sharool Ortiz addressed the City Council regarding recruitment and retention of employees, unfair wages, and quality of service to the community.
- Gaby Farias addressed the City Council regarding recruitment and retention of employees, unfair wages, and quality of service to the community.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Kate adjourned the meeting at 7:43 in memory of long-standing volunteer, Ralph Mihan.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2024

KATE COLIN, Mayor



SAN RAFAEL CITY COUNCIL STAFF REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: 

TOPIC: BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE APPOINTMENT

SUBJECT: APPOINTMENT OF CHRISTIAN KUHN AS ALTERNATE MEMBER ON THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE TO THE END OF APRIL 2028 DUE TO THE RESIGNATION OF ANNE COYNE

RECOMMENDATION:

Approve appointment of Christian Kuhn as the alternate member on the Bicycle and Pedestrian Advisory Committee (BPAC) through the end of April 2028 due to the resignation of Anne Coyne.

BACKGROUND:

The term of Anne Coyne was set to expire in October 2024, but she has resigned from the BPAC. The City Council met on Tuesday, April 2nd and interviewed six of the sixteen applicants and selected four applicants to be appointed. Part of the feedback provided to staff was a recommendation to appoint Christian Kuhn as an alternate member following the expiration of Anne Coyne’s alternate member term in October; however, on April 4, 2024, Anne Coyne submitted her resignation.

The goal of the [BPAC](#) is to promote bicycling and walking as viable means of transportation throughout San Rafael, to provide conceptual input on public bicycle and pedestrian infrastructure projects, and to support the implementation of the City’s Bicycle and Pedestrian Master Plan. [Meetings](#) are held on the first Wednesday of every other month, even months, at 6:00 p.m. at San Rafael City Hall, Third Floor Conference Room 1400 Fifth Avenue, San Rafael, CA 94901.

ANALYSIS:

With the recent resignation of Anne Coyne as the Alternate Member, staff recommends appointing Christian Kuhn as the Alternate Member to the Bicycle and Pedestrian Advisory Committee, effective immediately. In addition, staff recommends the

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

appointment be through April 2028, instead of October 2028 to align this term with the other term expirations on the BPAC.

FISCAL IMPACT: There is no fiscal impact associated with this item.

ATTACHMENT:

1. Christian Kuhn's Application

#114

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, March 18, 2024 4:19:35 PM
Last Modified: Monday, March 18, 2024 4:40:24 PM
Time Spent: 00:20:48
IP Address: 98.45.129.74

Page 1

Q1

Contact Information / Información del contacto

First and Last Name / Nombre y Apellido	Christian Kuhn
Address / Dirección	██████████
Address 2 / Dirección 2	█
City / Ciudad	San Rafael
State / estado	California
ZIP/Postal Code / Código postal	94901
Email Address / Dirección de correo electrónico	██
Phone Number / Número de teléfono	██████████

Q2

District 2/Western / Distrito 2/Oeste

What district do you currently live in? ¿En qué distrito vive actualmente?

Q3

How long have you lived in San Rafael?

27 years

Q4

Business Information

Company	Noble House Spice
Address	999 Andersen Drice Suite 140
City/Town	San Rafael
ZIP/Postal Code	94901

Q5

How did you hear about this vacant position?

Friend,

Other (please specify):

Neighborhood Homeowner's association

Q6

Bicycle and Pedestrian Advisory Committee

What Board would you like to apply to? ¿A cuál te gustaría aplicar?

Page 4

Q18

Do you participate in any civic activities? If so, what are they?

I volunteer as a counselor for youth leadership programs through the Rotary Youth Leadership Awards. I also volunteer my time in supporting other non-profits in various ways for local and international programs.

Q19

List any civic organizations of which you are a member:

Rotary Club and the Federation of San Rafael Neighborhoods.

Q20

Education:

Associates in Sociology

Q21

Why are you interested in serving on a board or commission?

To be able to help my community develop and implement common sense practices that both protect and uplift all of its member's to have fuller lives.

Q22

Describe possible areas in which you may have a conflict of interest with the City:

I do not see any way that I would have a conflict of interest with the City.

Q23

Upload your resume.

Christian%20Kuhn%20Resume.pdf (57.2KB)

Page 5: Demographics / Datos demográficos

Q24

Ethnicity / Raza/etnia:

[REDACTED]

Q25

To which gender do you most identify? ¿Con qué género se identifica más?

[REDACTED]

Q26

How old are you? ¿Cuántos años tienes?

[REDACTED]

Christian Kühn

Email me: [REDACTED]

Call me: [REDACTED]

LinkedIn: <https://www.linkedin.com/in/christian-kuhn25/>

Address: [REDACTED]



Outgoing and results-oriented professional with extensive plan development and process improvement experience in the food and beverage industry. Skilled in organizing events and managing fast-paced work environments.

PROFESSIONAL EXPERIENCE

Noble House Spice– Director of Operations; San Rafael, CA

April 2013 – Present

- Directed supply chain and inventory management initiatives, leading to enhanced operational workflows, increased productivity, and a customer satisfaction boost.
- Managed a team that implemented market research-driven inventory optimizations, resulting in significant cost reductions and a contribution to the company's revenue exceeding \$1 million.
- Built and nurtured relationships with clients and vendors, bolstering supply chain efficiency and reliability.
- Leveraged data analysis to drive strategic decision-making, improving profitability and operational effectiveness.

Roots of Peace- Project Coordinator; San Rafael, CA

March 2018 – November 2019

- Served as the Official Recorder for Meetings, documenting discussions and decisions, highlighting attention to detail and precision in capturing essential information.
- Coordinated international development projects, requiring effective project management and communication skills.
- Navigated project requirements alongside local government regulations, demonstrating adaptability and advanced problem-solving capabilities.

EDUCATION

Santa Barbara City College, Santa Barbara, CA

- Associate's Degree in Sociology, Aug 2015-2022

College of Marin, San Rafael, CA

- Participated in continued education and professional development courses, Aug 2014-2021

SKILLS & INTERESTS

Analytical Skills: Effective at analyzing data to inform business decisions.

Interpersonal Communication: Proven track record of engaging effectively with a variety of stakeholders.

Technical Proficiency: Experienced in using technology for data collection and operational management.

Independent Worker: Demonstrated ability to lead projects and achieve goals independently.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library & Recreation

Prepared by: Catherine Quffa, Library and Recreation Director

City Manager Approval: 

TOPIC: PICKLEWEED BRANCH LIBRARY RE-DESIGN PROJECT

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH JAYSON ARCHITECTURE P.C. FOR ARCHITECTURAL, ENGINEERING AND INTERIOR DESIGN SERVICES FOR THE PICKLEWEED BRANCH LIBRARY IN THE AMOUNT NOT TO EXCEED \$251,210

RECOMMENDATION:

Authorize the City Manager to enter into a Professional Services Agreement with Jayson Architecture P.C. in the amount not to exceed \$251,210.

BACKGROUND:

The San Rafael Public Library currently has three physical locations. The original downtown library opened on January 9, 1909. The Pickleweed Library branch opened as part of the Albert J. Boro Community Center in July of 2006. A third location at the Northgate Mall was added on December 8, 2018.

Pickleweed Branch Library is 2,000 square feet, co-located with the Albert J. Boro Community Center and within Pickleweed Community Park. The facility is heavily utilized and is an important resource for a predominantly Spanish-speaking community. Under the Library and Recreation Department, the broader facility is a successful example of joint and collaborative use between the City's Library and Recreation Divisions. The community's demand and practical need for more spacious, modern library facilities to serve the residents of San Rafael has been affirmed through numerous needs assessments, studies, and facility analyses. The [2019 Library Facilities Planning Study](#) identified the expansion of the current Pickleweed Branch Library as one opportunity for increasing library space for the community. The City Council Goals and Objectives for FY 2023 – FY 2025 also identify redesigning the Pickleweed Branch Library as a *Quality of Life* goal priority.

The City secured a \$1,000,000 Building Forward Grant from the State Library Foundation to redesign and renovate the Pickleweed Library with the goal of increasing public space, improving accessibility and inclusivity, and improving means of egress. The Building Forward Grant requires a 100% project match, for which the City has allocated memorial funds that were donated to the City for the purpose of improved library facilities and services that are accessible to all (Fund 712).

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

ANALYSIS:

On January 10, 2024, the City released a Request for Proposals (RFP) for Architectural, Engineering, and Interior Design Services for the Pickleweed Branch Library Re-Design Project. On February 8, 2024, six proposals from qualified firms were received. The proposals were evaluated and three firms were invited to interview with City staff based on criteria specified in the RFP, including but not limited to, completeness of the proposal, understanding of the project, ability to meet deadlines and operate within budget, relevant experience and success in similar projects, experience and quality of project team, cost and value, and references by former clients on similar projects.

City staff found Jayson Architecture P.C. (“Jayson”) and their sub-consultants to be the most qualified for this project. Jayson submitted a proposal to perform architectural, engineering, and interior design services, which staff has reviewed and found to be complete and within industry standards.

The recommended professional services agreement with Jayson (Attachment 1) will provide project management and coordination services, schematic and design development, construction documents, bidding and negotiation support, and construction administration. The design phase of this project is estimated to take approximately a year, with construction starting in Summer 2025, and project completion by Spring 2026.

ENVIRONMENTAL DETERMINATION:

As the project will be an interior remodel, the City will be eligible for a categorical exemption from California Environmental Quality Act (CEQA). Staff will file a notice of exemption with Marin County for the Pickleweed Branch Library Re-design Project.

COMMUNITY OUTREACH:

The scope of work included in the agreement with Jayson includes opportunities for the community to provide input on the schematic design, through both community-based outreach activities and public presentations to relevant City Boards, Commissions, and Committees. The bulk of the community outreach is slated for Summer and Fall 2024.

FISCAL IMPACT:

The Pickleweed Branch Library Re-Design Project is identified in the Capital Improvement Program (CIP) as well as City Council’s Goals and Objectives. This agreement will be funded through existing FY 2023-24 budget appropriations of \$251,210 in Building Forward Grant (\$125,605) and Memorial Funds (\$125,605).

OPTIONS:

The City Council has the following options to consider on this matter:

1. Authorize the City Manager to enter into the agreement.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

RECOMMENDED ACTION: Authorize the City Manager to enter into a Professional Services Agreement with Jayson Architecture P.C. in the amount not to exceed \$251,210.

ATTACHMENT:

1. Draft professional services agreement with Jayson Architecture P.C. for Architectural, Engineering, and Interior Design Services (with Exhibit A)

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
JAYSON ARCHITECTURE P.C.
FOR ARCHITECTURAL, ENGINEERING, AND INTERIOR DESIGN SERVICES
FOR THE PICKLEWEED BRANCH LIBRARY**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and JAYSON ARCHITECTURE P.C., a California corporation (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and

B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated February 8, 2024 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit

rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$251,210.

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. **TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2026.

4. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Library & Recreation Director is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Abraham Jayson is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. **TERMINATION.**

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement,

CONSULTANT shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Catherine Quffa
Library & Recreation Director
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Abraham Jayson
Principal
Jayson Architecture
587 Shotwell Street
San Francisco, CA 94110

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts,

each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL:

CONSULTANT:

CRISTINE ALILOVICH, City Manager

By: _____

APPROVED AS TO FORM:
Office of the City Attorney

Name: _____

Title: _____

By: GENEVIEVE COYLE,
Assistant City Attorney

[If CONSULTANT is a corporation, add
signature of second corporate officer]

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.

Proposal for

**ARCHITECTURAL, ENGINEERING, AND INTERIOR
DESIGN SERVICES FOR THE PICKLEWEED
BRANCH LIBRARY RE-DESIGN PROJECT**

for the City of San Rafael

February 8th 2024



periodicals

information

reference

holds

La Selva Beach Library

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COVER LETTER

1



La Selva Beach Library

February 8th, 2024

City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

The renovation of the Pickleweed Branch Library is an opportunity to revitalize and re-imagine the existing library with amenities and resources to serve residents of all ages and function as the heart of the community for generations to come. Our collaborative and experienced team will work together with you and your stakeholders to develop a collective vision that meets project goals, fosters interaction, and is enjoyed by employees and community members alike.

This is the type of project at the heart of our organization. Jayson Architecture is a small firm staffed by a talented team with years of experience working on public and community buildings, and we are excited about the opportunity to apply this expertise to your library. Our experience includes a diverse range of library projects ranging in size from the \$500,000 renovation of the Live Oak Library up to the \$35 million Santa Cruz Downtown Mixed-Use Library. Since the firm's inception, Jayson Architecture has worked on eleven libraries, five of which have been completed. Each of these libraries is unique in character, and thoughtfully tailored to the communities they serve. We are also working with local library projects funded by the Building Forward Library infrastructure grant and are familiar with the requirements and reporting that come with the grant, such as timing and dedicated funding for infrastructure.

At Jayson Architecture we take a client focused approach to public projects, which is one of our core areas of expertise. We believe no two projects are alike, and each is designed carefully to respond to context and community needs. What they all have in common is a dedication to craft, detail, and design, combined with efficient and effective project management and execution. With this approach, we provide you with the depth of experience associated with a large established firm, paired with the attentive service and dedication to quality of a small firm.

Jayson Architecture takes no exception to the City's sample Professional Services Agreement and acknowledges receipt of Addendum #1. I will be your main point of contact for the project. Should you have any questions or would like additional information, I can be reached at the contact information provided below. We believe our expertise in the design of libraries makes us uniquely qualified to partner with the City to realize your project goals.

Sincerely,



Abraham Jayson | Architect | AIA | LEED AP BD+C
Principal, Jayson Architecture
587 Shotwell Street
San Francisco, CA 94110
abe@jaysonarch.com
415-317-0529x402

PROJECT UNDERSTANDING

2



check out

PROJECT UNDERSTANDING AND APPROACH

Jayson Architecture has a depth of expertise in the design and construction of community spaces and libraries built through years of experience working on both new construction and renovations. The following are several considerations that we feel will be relevant for the renovation of the Pickleweed Branch Library.

Prioritize: When working with a limited budget, it's important to maximize those precious dollars by identifying an achievable scope of work. Finding a balance between needs and aspirations, as well as setting priorities and making key decisions will provide direction and focus. For instance, by concentrating on achieving code compliance and functional improvements, we can then include 1-3 aspirational design improvements that the community will appreciate and will allow them to see their money at work.

Flexibility: Libraries often serve many functions today, ranging from a place for research and work, to a learning space with active classes, or space for a community gathering. This diversity of use requires maximum flexibility, operable partitions, and spaces with durable materials and surfaces intended to withstand a wide range of programmatic uses.

Entry: Buildings that serve the public, like the Pickleweed Branch Library, need to provide easy, universal building access as well as clear wayfinding at the building entry. A key consideration will be accessible approach, as well as direct site lines to service points from the entry.

Service Points: Large, inflexible reception desks are quickly becoming obsolete, as many public library staffing levels are reduced, and the focus has shifted towards direct and interactive supervision rather than passive single points of public access to staff.

Acoustics: The importance of interactive group study and work space has grown for activities such as collaborative student homework assignments, meeting space for local non-profits and small business start-ups, and space for small focused work brainstorm sessions. This has created an increasing need for thoughtful acoustic separation to create zones for different levels of activity and noise.

Collections: Diverse book collections remain one of the primary reasons people continue to use libraries, however tall and dense collections are frequently undergoing careful review and reduction to allow more space for other uses such as technology and flexible gathering space.

Outdoor Spaces: San Rafael experiences moderate weather year-round, a classic example of the temperate Mediterranean climate. We see an opportunity for libraries to take advantage of the outdoors as an expansion of the building program by improving access to and expanding the functionality of outdoor spaces, where appropriate.

Technology: The library has become the place many community members depend on to keep them up to date with ever evolving technologies. Critical support infrastructure includes robust and up to date IT and AV systems. In addition to computer labs, many libraries are adding Maker Spaces with equipment such as 3D printers and lasers cutters.

Sustainability: A commitment to the environment is an important value to the City of San Rafael and this value is shared by Jayson Architecture and our sub-consultant team. Our design approach considers the energy performance and life-cycle of buildings, sustainable materials, and healthy interior environments.

WORK PLAN

Schematic Design Phase

Jayson Architecture will meet with the City, Library, and project stakeholders to review your programmatic and facility goals for the project. We will visit the site, take measurements of the existing structure as needed to supplement the as-built drawings provided by the City, and create a set of existing drawings consisting of plans, sections, and elevations. The project will be considered through the lens of community connectivity, sustainability, program, zoning, building code requirements, and budget.

We will prepare a project schedule which will outline timelines for key tasks in Gantt chart format. This schedule will be updated throughout the project to provide a clear picture of progress and key decision points.

Based on the information we receive from the stakeholders and our analysis of the site and the program, we will prepare conceptual design layouts and options for the project. The conceptual design will be developed into a set of Schematic Design Drawings, including Structural Engineering, Mechanical/Plumbing Engineering, and Electrical Engineering. The drawings, consisting of plans, sections, and elevations, will generally define the scope and quality of the project. Preliminary specifications will be indicated in room finish schedules. Computer renderings with light, shadow, materials and landscape will be developed to show the proposed design. A comprehensive presentation will be prepared for the City and project stakeholders to evaluate the proposed design. To engage the community for feedback on the design approach, we will present the project in a forum of the City's choice. Jayson Architecture will collect and document feedback, and based on your direction amend the design as deemed appropriate.

At phase completion the Architecture and Engineering documents will be submitted to the cost estimator to confirm the proposed design aligns with the budget for construction. Should the estimate exceed the desired budget for the project, we will conduct a formal value engineering work session to determine a strategy to modify the design to achieve the City's budgetary goals.

Deliverables: 3D Computer Renderings, Schematic Design Drawing Set, Schematic Design Cost Estimate

Meetings: 4 Stakeholder Meetings, 1 Community Meeting, and 2 Presentations to the City Library Board of Trustees and/or Council

Duration: 2.5 months

Design Development Phase

Based on the approved Schematic Design Drawings, Jayson Architecture will prepare Design Development Drawings for the project. In addition to the plans, sections, and elevations prepared in the Schematic Design Phase, the Architecture and Engineering team will prepare typical construction details and material and finish schedules for the exterior and interior of the project. Project specific features will be developed in more detail, and coordinated across engineering disciplines.

At phase completion, the Architecture and Engineering documents will be submitted to the cost estimator to refine the budget for construction.

Deliverables: Design Development Drawing Set, Design Development Cost Estimate

Meetings: 3 Client Review Meetings

Duration: 3 months

Construction Document Phase

Based on the approved Design Development Drawings, Jayson Architecture will prepare Construction Documents for the project, including architectural and engineering plans and specifications. In addition to the drawings prepared in the Design Development Phase, the Architecture and Engineering team will prepare complete and bid-ready Construction Documents, including construction details and 3-part Technical Specifications in CSI Masterformat. Supplemental to the architecture and engineering documentation, furniture layouts and specifications may be prepared, including products, materials, and accessories.

At 65% and 95% phase completion the Architecture and Engineering documents will be submitted to the cost estimator to confirm the budget for construction.

Deliverables: Construction Documents Drawing Set, Technical Specifications, & Construction Document Cost Estimate

Meetings: 4

Duration: 4 months

Permitting

During the design phases, the Architecture and Engineering team will complete applicable code research to determine limitations and permit considerations for the project. At the end of the Construction Documents phase, Jayson Architecture will submit the project to the City Building and Fire Departments for review and approval, as well as the other agencies as deemed required for the project scope. The Architecture and Engineering team will respond to all comments from each respective department or agency with a clear and concise response letter corresponding to any/all drawing revisions required for approval.

Jayson Architecture will serve as the point of contact for this process and manage the flow of communication. If required, Jayson Architecture will meet with the Building Department to discuss technical code requirements for the project.

Deliverables: Permit Set

Meetings: 1

Duration: 3 months

Bidding & Award Support

Jayson Architecture will review the City's front-end specifications (General and Special Conditions) to determine they are appropriate for the scale and type of project. We will attend a pre-bid meeting at the project site to introduce prospective bidders to the project and answer questions. The Architecture and Engineering team will respond to bidder's questions and prepare an addenda to the Bid Documents. We will assist the City with evaluation of submitted bids and selection of the General Contractor. We will assist the City in the procurement of furniture by assisting them in purchasing directly from vendors with pre-negotiated government contracts. Prior to the start of construction, the Architecture and Engineering Team will compile all changes made via addenda during the Bidding phase into a Conform Set for Construction. The conform set will be sent to the cost estimator to prepare the engineers estimation of construction costs for bid.

Deliverables: Bid Drawings and Specifications, Bid Addenda, Conform Set for Construction, Engineers Estimate of Probable Construction Costs

Meetings: 1

Duration: 3 months

Construction Support and Project Close-Out Services

Jayson Architecture will attend Owner/Architect/Contractor (OAC) meetings on a bi-weekly basis for the duration of construction. The Engineering sub-consultants will visit the site at intervals appropriate to their specific scope of work. The Architecture and Engineering team will respond to Contractor Requests for Information (RFIs), review project submittals and shop drawings, prepare bulletins, and review contractor pay applications.

In addition, Jayson Architecture will review and assist the City with responding to Contractor Change Orders. We will attend one punchlist site walk with the contractor at substantial completion to review work remaining to be completed. The Architecture and Engineering team will review the Contractor prepared punchlist and amend as required to capture the scope of work remaining to complete the project.

We will attend one final walkthrough confirming all items on the punchlist have been completed. At project closeout the Architecture and Engineering team will review contractor provided warranties, manuals, and as-built drawings. The Architecture & Engineering team will incorporate contractor as-built markups, and changes made during construction into a final set of as-built drawings to be provide to the City.

Deliverables: As-Built Drawings

Meetings: Weekly for Duration of Construction

Duration: 8-12 months

EXPERIENCE AND TECHNICAL COMPETENCE

3



Boulder Creek Library

SANTA CRUZ DOWNTOWN LIBRARY

Project: Santa Cruz Downtown Library
Client: City of Santa Cruz
Start of Design: September 2021
Construction: Nov 2024 – Jan 2027
Construction Cost (Estimate): \$34,667,000
Building Size: 38,000 SF
Contact Person: **Bonnie Lipscomb**
*Executive Director of
Economic Development
City of Santa Cruz*
blipscomb@cityofsantacruz.com
(831) 420-5150

Currently in Construction Documents, the new 38,000 SF Santa Cruz Downtown Library is part of a \$100 million development that includes parking, commercial space, a daycare center, and affordable housing. The project will be one of the largest undertakings by the City of Santa Cruz in its history, and bring new energy to a underutilized surface parking lot parcel in the center of the downtown. The two-floor library will be Zero Net Energy and LEED Gold certified, and include sustainable features like a green roof, solar panels, and high-performance glazing. The Library will be the civic heart of downtown Santa Cruz.



CAMPBELL LIBRARY

Project: Campbell Library Renovation
Client: City of Campbell
Start of Design: June 2020
Construction: Nov 2023 - July 2025
Construction Cost (Bid): \$18,189,000
Building Size: 24,700 SF
Contact Person: **Todd Capurso**
Director of Public Works
City of Campbell
toddc@campbellca.gov
(408) 866-2150

Currently under construction, the re-imagined Campbell Library will improve the community connection to the Campbell Civic Plaza and City Hall. The refined exterior of metal and wood is designed to be simultaneously durable and elegant. The interior is anchored by the feature stair in the double height entry with light streaming in from tall glass curtain-walls on each side of the building that frame mature trees. These glass walls are complemented by two large clerestory windows adding more natural light throughout the reading space. The aging facility will provide a level of quality and appearance associated with new construction, for the cost of a renovation.



BRANCIFORTE LIBRARY

Project: Branciforte Library Renovation
Client: City of Santa Cruz
Start of Design: March 2018
Construction: Apr 2021 - Nov 2022
Construction Cost: \$3,225,303
Building Size: 7,100 SF
Contact Person: **Kimi Owen**
City Representative
City of Santa Cruz
kowen@bogardconstruction.com
(831) 466-4526

The Branciforte Library renovation revitalizes the existing character of the building and refreshes the aging interiors. A reworked furniture layout improves the circulation and defines a central reading area. Updated lighting and electrical systems highlight the existing wooden beams and surfaces and provide contrast with the board-form concrete. A new community room, accessible after hours, supports programming for adult classes. The updated library design brings out the character of the existing built structure while creating a refreshed and cohesive design that supports contemporary library technology and programming.



LIVE OAK LIBRARY

Project: Live Oak Library Renovation
Client: Santa Cruz County
Start of Design: November 2017
Construction: Sep 2021 – Jul 2022
Construction Cost: \$515,835
Building Size (Area of Work): 1,760 SF
Contact Person: **Damon Adlao**
Director of Capital Projects
County of Santa Cruz
Damon.Adlao@santacruzcountyca.gov
(831) 201-3275

The Live Oak Library renovation revitalizes the children's area, transforming an unremarkable wing of the existing building into an ocean themed learning space. New acoustic wood ceiling and wall treatments, as well as new carpeting and redesigned seating, are both functional and playful. A custom CNC cut plywood wall mimics shifting layers of kelp and serves to separate the children's collections from an "under-the-sea" inspired reading lounge and homework room.



GARFIELD PARK LIBRARY

Project: Garfield Park Library Renovation
Client: City of Santa Cruz
Start of Design: March 2018
Construction: Mar 2021 - Jun 2022
Construction Cost: \$1,326,998
Building Size: 2,300 SF
Contact Person: **Kimi Owen**
City Representative
City of Santa Cruz
350-A Coral St. Santa Cruz, CA 95060
kowen@bogardconstruction.com
(831) 466-4526

The Garfield Park Library renovation brings new life to the historic Carnegie Branch Library, originally constructed in 1914. The design maintains the classic charm of the library, while putting fourth a contemporary take on the feel of the existing reading room. The existing fireplace was updated to create a focus for the central seating area. The interiors use a reserved material and color palette to create harmony between the past and present uses of the building while the exterior has been lovingly restored with special care taken to maintain the historic facade that is beloved by the community.



BOULDER CREEK LIBRARY

Project: Boulder Creek Library Renovation
Client: Santa Cruz County
Start of Design: November 2017
Construction: Dec 2020 – March 2022
Construction Cost: \$1,384,235
Building Size: 4,680 SF
Contact Person: **Damon Adlao**
Director of Capital Projects
County of Santa Cruz
Damon.Adlao@santacruzcountyca.gov
(831) 201-3275

The renovation of the Boulder Creek library solves a host of issues with the aging facility. The main entrance, circulation desk, and restrooms have been upgraded to comply with current accessibility standards. New acoustic finishes have been provided throughout. Aging infrastructure such as the electrical and lighting systems were replaced with Title-24 compliant LED fixtures. The renovation has brought the library into the 21st century in terms of building systems and service model. The project was honored with a design award from the Monterey chapter of the American Institute of Architects.



LA SELVA BEACH LIBRARY

Project: La Selva Beach Library Renovation
Client: Santa Cruz County
Start of Design: November 2017
Construction: Jan 2020 - Feb 2021
Construction Cost: \$1,065,957
Building Size: 2,200 SF
Contact Person: **Damon Adlao**
Director of Capital Projects
County of Santa Cruz
Damon.Adlao@santacruzcountyca.gov
(831) 201-3275

The La Selva Beach Library renovation provides a complete replacement of dilapidated interior finishes, a well as new lighting, electrical, and mechanical systems. An operable glass partition between the adult and children's areas improves acoustics while maintaining daylight and clear lines of sight throughout. The exposed ceiling is wrapped with wood slats to help with acoustics and provide a natural touch to the space. Lounge seating areas are provided for both children and adults to use for reading, tutoring and community programs. The library was awarded a "Design for Change" special commendation by California AIA, and a Design Award from AIA San Francisco.



PROJECT ORGANIZATION AND KEY PERSONNEL

4



picture books

PROJECT TEAM

JAYSON ARCHITECTURE



Abraham Jayson | Principal

Abe has 20 years of experience providing project management and architectural services for diverse projects throughout California. Abe founded Jayson Architecture seven years ago to provide hands-on leadership for each project. He brings a commitment to providing positive contributions to culture, community, and the built environment to every project, regardless of scale.



J.J. Nicolas | Project Manager

J.J. brings a wealth of architectural experience to the team, including managing all phases of design, from the inception of design concepts and programming through construction and project closeout. He has worked on a wide array of project types and is well-versed in both the functional requirements of community design, as well as the process of public project execution in the Bay Area.

SUBCONSULTANTS



BASE Design | Structural Engineering

BASE Design is a structural engineering firm established in 2015 in the San Francisco Bay Area with experience working on new and renovation community, education, and commercial projects. A small company, they tailor their services to each client's needs.



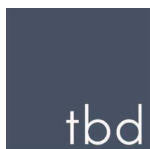
Alter Consulting Engineers | Mechanical, Plumbing Engineering

Alter was founded by passionate engineers with a history of collaboration in HVAC and plumbing design for High Performance and Zero Net Energy buildings and a desire to make low energy buildings universally attainable with a focus on the greater Bay Area.



RIJA | Electrical, Lighting, Telecom Engineering

RIJA provides top tier engineering and consulting services to institutional and commercial clients throughout the Bay Area by carefully considering client requirements, understanding project constraints, and delivering healthy buildings.



TBD Consultants | Cost Estimating

TBD develops construction cost estimates based on the most conceptual information as well as the detailed and complex later stages of design. They provide their clients with defensible and reliable information at all stages of their project to control time and budget and manage risks throughout the project, from inception to completion.

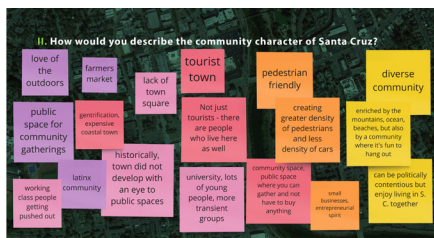
PUBLIC OUTREACH **5**



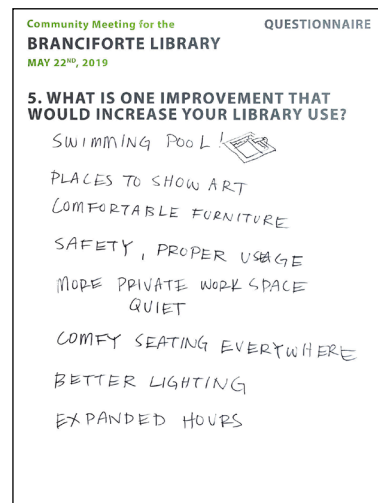
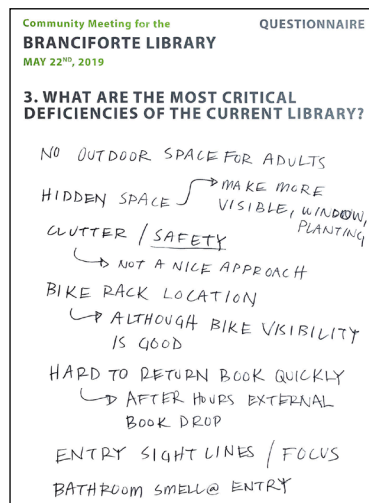
Live Oak Library

PUBLIC OUTREACH

Jayson architecture has a well-defined process and approach for public outreach honed from years of experience working on library projects in the Bay Area. Our approach centers around the collection of qualitative community feedback, which focuses on identifying core themes that resonate with the community. We carefully craft questions and discussion topics that are meant to elicit thoughtful responses from the community about goals, concerns, fears, and aspirations for the project. We also take special care to structure our community engagement in ways that foster positive and constructive conversation between community members. We start each meeting with the full community before breaking the larger group up into 4–6-person discussion groups. We then ask the small group to answer a series of questions that are recorded in a graphic manner. We have successful tools for administering this process either in person or online. At the completion of each stage of community engagement we organize the feedback into qualitative themes that are used to inform our design. We find this process fosters conversation, reduces conflict, and provides the community a sense of ownership over the design and outcome of the project.



Zoom/ Online feedback



In person feedback



In person presentation

COMMUNITY OUTREACH CASE STUDY: SANTA CRUZ DOWNTOWN LIBRARY

Changing the Narrative

The Santa Cruz Downtown Library is part of a mixed-use development in downtown Santa Cruz, comprised of a parking garage, commercial units, and affordable housing. Prior to the City's engagement with Jayson Architecture, the City had worked with a developer to prepare a conceptual design for the site that included these programmatic components.

Original Conceptual Design: The developer's proposal was a conventional layer cake of program: Library and commercial on the ground floor, parking above, and four floors of housing on top. The project is one of the largest developments in Santa Cruz's history, and was contentious from the outset, with opponents dubbing the project the "Taj Garage" and campaigning with the slogan "don't bury the library".

Jayson Architecture Reconfigured Design: Upon reviewing the developer's conceptual design for the City, we knew we would have to take a different approach to the site and the program if the City wanted to successfully navigate the numerous approvals and achieve public support for the project. Our design reorients the library as the civic focal point of the project, two floors high with clerestory windows located prominently along the street.

Community Support: These design changes were explored through numerous community meetings and stakeholder workshops, and resulted in a design that has completed the CEQA review process, and been approved by the Planning Department, the Parks and Recreation Commission, and the City Council. Critically, the project has also survived, and thrived, despite a relentless and organized opposition campaign orchestrated by a small but vocal component of the community. This was evidenced by the resounding defeat of a ballot measure last year which would have halted the project. The project is on track to begin construction in early 2025.



In the original concept, the library was an afterthought, barely visible on the ground floor of a huge structure under multiple floors of parking and housing.



Jayson Architecture reconfigured the site and program to better respond to the downtown context and make the library the civic focal point of the project. The new, more human-scale design fits the desired program elements as well as features such amenities as a green roof and roof deck.

JAYSON
ARCHITECTURE

PICKLEWEED LIBRARY FEE PROPOSAL

MARCH 15, 2024

		SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING AND NEGOTIATION	CONSTRUCTION ADMINISTRATION	TOTALS
Basic Service	Consultant						
Architectural Services	JAYSON	\$30,000	\$35,000	\$55,000	\$5,000	\$45,000	\$170,000
Structural Engineering	BASE	\$1,650	\$1,650	\$3,850	\$0	\$1,650	\$8,800
Mechanical Engineering	ALTER	\$1,100	\$1,100	\$4,950	\$550	\$1,100	\$8,800
Plumbing Engineering	ALTER	\$1,100	\$1,100	\$3,850	\$550	\$1,100	\$7,700
Electrical Engineering	RIJA	\$1,100	\$1,100	\$2,200	\$0	\$1,100	\$5,500
Cost Estimating	TBD	\$4,136	\$6,204	\$5,170	\$0	\$0	\$15,510
Subtotal Basic Services		\$39,086	\$46,154	\$75,020	\$6,100	\$49,950	\$216,310
Reimbursable Expense Allowance		\$500	\$500	\$500	\$500	\$3,000	\$5,000
Supplemental Services	Consultant						
Furniture	JAYSON	\$0	\$0	\$2,000	\$0	\$10,000	\$12,000
Lighting	RIJA	\$550	\$550	\$1,100	\$0	\$550	\$2,750
Telecom	RIJA	\$550	\$550	\$1,100	\$0	\$550	\$2,750
Graphics & Signage	JAYSON	\$0	\$0	\$6,000	\$0	\$2,000	\$8,000
Design Build Sprinklers	ALTER	\$0	\$0	\$3,300	\$550	\$550	\$4,400
Subtotal Supplemental Services		\$1,100	\$1,100	\$13,500	\$550	\$13,650	\$29,900
Total Proposed Fee							\$251,210

PICKLEWEED LIBRARY

BILLING RATES

MARCH 15, 2024

2024 HOURLY RATES

Principal	\$210
Project Manager	\$185
Project Architect	\$155
Project Designer	\$135
Design Staff	\$125

2025 HOURLY RATES

Principal	\$220
Project Manager	\$195
Project Architect	\$165
Project Designer	\$145
Design Staff	\$130

2026 HOURLY RATES

Principal	\$235
Project Manager	\$205
Project Architect	\$175
Project Designer	\$150
Design Staff	\$140

Reimbursable expenses will be billed at cost plus 10%

Sub-consultants will be billed with a 10% administrative fee



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Adeel Shaikh, Junior Engineer
April Miller, Public Works Director

City Manager Approval: 

File No.: 08.02.278

TOPIC: B STREET CULVERT REPLACEMENT PROJECT

SUBJECT: AWARD OF CONSTRUCTION AGREEMENT TO MAGGIORA & GHILOTTI, INC. AND APPROPRIATION OF \$480,000 FOR THE B STREET CULVERT REPLACEMENT PROJECT.

RECOMMENDATION:

1. Award the construction agreement for the B Street Culvert Replacement Project, City Project No. 11380, to Maggiora & Ghilotti, Inc. in the amount of \$414,770.
2. Authorize the City Manager to execute the construction agreement up to the amount of \$480,000, including contingency funds of \$65,230.
3. Authorize appropriation of \$480,000 for the B Street Culvert Replacement Project from available Gas Tax funds (Fund 206).
4. Approve the plans and specifications for the B Street Culvert Replacement Project, City Project No. 11380, on file in the Department of Public Works.

BACKGROUND: The B Street Culvert Replacement Project proposes to replace a portion of the existing concrete box culvert located underneath B Street near the intersection of Woodland Avenue. The reinforced concrete box culvert conveys storm runoff from the Gerstle Park neighborhood and outlets into the San Rafael Creek. Approximately 100 feet of the box culvert would be removed and replaced with a new culvert section that will be partially cast-in-place and partially precast.

ANALYSIS: On February 27, 2024, the project was advertised in accordance with San Rafael Municipal Code Chapter 11.50. On March 21, 2024, the following bids were received and read aloud:

BUSINESS	BID TOTAL
Maggiora & Ghilotti, Inc.	\$414,770
Corcus Construction	\$494,950
LVI Engineering, Inc.	\$541,407
Valentine Corporation	\$559,244

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Ghilotti Bros., Inc.	\$638,240
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Public Works staff reviewed the construction bids, and the low bid from Maggiora & Ghilotti, Inc. of \$414,770 was found to be both responsive and responsible.

City staff recommends awarding the construction agreement to Maggiora & Ghilotti, Inc. for the bid amount and recommends the City Council authorize a construction contingency of \$65,230, approximately 16 percent, for a total appropriated amount of \$480,000. The Public Works Director would be authorized to issue any change order to the contract within the total contingency amount.

PUBLIC OUTREACH: The bid was publicly advertised through BidExpress. A notice inviting bids was posted in the Marin Independent Journal on March 1, 2024. Additionally, updates were posted on the City website found at the link <https://www.cityofsanrafael.org/b-st-culvert-replacement/>. Future public outreach will include sending a mailer to residents located within the project limits describing the project and its impacts. All residents in the area will be notified of the removal of parking on B Street due to construction.

ENVIRONMENTAL DETERMINATION: In August 2021, a notice of exemption (NOE) was filed with Marin County for the B Street Culvert Replacement Project for categorical exemption based on Replacement or Reconstruction (§15302).

FISCAL IMPACT: The recommendation included in this staff report would authorize expenditures not-to-exceed \$480,000 to fund construction of the B Street Culvert Replacement Project, City Project No. 11380. Authorization of a corresponding budget amendment is required to appropriate available Gas Tax Fund (206) resources to support this contract cost.

OPTIONS:

1. Award the contract as recommended.
2. Do not award the contract and direct staff to rebid the project. If this option is chosen, rebidding will delay construction.
3. Do not award the contract and provide direction to staff.

RECOMMENDED ACTION:

1. Award the construction agreement for the B Street Culvert Replacement Project, City Project No. 11380, to Maggiora & Ghilotti, Inc. in the amount of \$414,770.
2. Authorize the City Manager to execute the construction agreement up to the amount of \$480,000, including contingency funds of \$65,230.
3. Appropriate \$480,000 for the B Street Culvert Replacement Project from available Gas Tax funds (Fund 206).
4. Approve the plans and specifications for the B Street Culvert Replacement Project, City Project No. 11380, on file in the Department of Public Works.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Alex Holm, Lieutenant

City Manager Approval:  _____

TOPIC: APPROVAL FOR SPECIAL EVENT STREET CLOSURES IN SAN RAFAEL

SUBJECT: RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF STREETS IN SAN RAFAEL FOR SPECIAL EVENTS FOR CALENDAR YEAR 2024

RECOMMENDATION: Adopt a resolution authorizing the temporary closure of streets in San Rafael for special events for Calendar Year 2024.

BACKGROUND:

The San Rafael Municipal Code requires City Council approval of all special events which necessitate the temporary closure of City streets and temporary parking restrictions. In addition, California Vehicle Code section 21101(e) authorizes the City to adopt a resolution temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes. As of March 2024, there are six (6) special events in the planning process which require street closures and/or parking restrictions; many of which involve closure of Downtown streets.

Advance approval for these events will streamline the approval process without sacrificing City input and control. If approval is granted for the stated events, City staff will continue to process all event applications as in previous years. Event producers will be required to submit a Special Event application, fulfill insurance requirements indemnifying the City from liability associated with the event, and provide detailed information regarding operation, logistics, and activities included in the event. The permitting process includes street closure diagrams, traffic control plans, and more, which staff use to develop internal traffic and safety plans. Staff will ensure event organizers effectively manage community notifications of potential event impacts as well as associated street closures.

ANALYSIS:

The six (6) special event street closures are as follows:

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Downtown Events Impacting Fourth Street:

Event: **May Madness Car Show and Parade**

Date(s): **May 11, 2024** (Saturday)

Closure Location(s): Fourth Street: D Street to Lincoln Avenue
A Street: Third Street to Fifth Avenue*
B Street: Third Street to Fifth Avenue*
C Street: Third Street to Fifth Avenue*
Lootens Place: Commercial Place to 935 Lootens Place
Julia Street: B Street to A Street
Cijos Street: North of Commercial Place to Fourth Street

** Partial block closures allow access to mid-block for local traffic and access to parking garages*

Parade Closure:
Fourth Street: H Street to Lincoln Avenue with approximate 1-hour temporary closure

Event Time: 12:00 PM – 6:00 PM
Closure Time: 8:00 AM – 8:00 PM

Event: **Taste of San Rafael Awards Event / State of the City**

Date(s): **May 15, 2024** (Wednesday)

Closure Location(s): Fourth Street: A Street to Lootens Place

Event Time: 4:30 PM – 7:00 PM
Closure Time: 1:00 PM – 8:00 PM

Event: **Downtown Farmers Market**

Date(s): Thursdays from **May 16 to August 29, 2024 (No Farmers Market on July 4)**

Closure Location(s): Fourth Street: A Street to Lootens Place

Event Time: 5:30 PM – 8:30 PM
Closure Time: 4:00 PM – 10:00 PM

Detailed Dates:

May 16 (Thu)	May 23 (Thu)	May 30 (Thu)
June 6 (Thu)	June 13 (Thu)	July 20 (Thu)
June 27 (Thu)	July 11 (Thu)	July 18 (Thu)
July 25 (Thu)	August 1 (Thu)	August 8 (Thu)
August 15 (Thu)	August 22 (Thu)	August 29 (Thu)

Downtown Events Impacting Other Streets:

Event: **Youth in Arts Annual Fundraiser**
Date(s): **May 18, 2024** (Saturday)
Closure
Location(s): C Street: Third Street to Fourth Street
Event Time: 10:30 AM – 4:30 PM
Closure Time: 8:30 AM – 6:30 PM

Events impacting Point San Pedro Road:

Event: **Marin Endurance Festival**
Date(s): **October 26, 2024** (Saturday) AND
October 27, 2024 (Sunday)
Closure
Location(s): Point San Pedro Road: Riviera Drive to Biscayne Drive
Event Time: 8:30 AM – 1:00 PM
Closure Time: 7:00 AM – 1:30 PM

Events Impacting Gerstle Park Neighborhood:

Event: **San Rafael Porchfest**
Date(s): **September 15, 2024** (Sunday)
Closure
Location(s): Bayview Street: D Street to Clark Street
San Rafael Avenue: D Street to Clark Street
Marin Street: San Rafael Avenue to Bayview Street
Clorinda Street: Clark Street to Marin Street
Event Time: 12:00 PM – 5:00 PM
Closure Time: 10:00 AM – 6:00 PM

Specific street closure times are subject to change, will be determined by City staff and the Police Department Traffic Sergeant as needed for each event day schedule, and will be noticed to the public.

COMMUNITY OUTREACH:

Merchants, businesses, residents, and the general public are notified of the street closures through a variety of outlets, including mailed notices, public service messages, event posters, email, signage, community organizations, and official City of San Rafael social media accounts.

FISCAL IMPACT:

Pursuant to the current City policy, Police Department, Department of Public Works, and Parking Services fees and/or costs will be assessed and reimbursed by the event organizer.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the resolution authorizing the specified special event temporary street closures.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt resolution.

ATTACHMENTS:

1. Resolution Authorizing the Temporary Closure of Streets in San Rafael for Special Events for Calendar Year 2024

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE TEMPORARY CLOSURE OF STREETS IN SAN RAFAEL FOR SPECIAL EVENTS FOR CALENDAR YEAR 2024

WHEREAS, the San Rafael City Council has determined that it is in the best interests of the public health and safety to implement a modified Traffic Plan and Road Closure for all special events in San Rafael and nearby neighborhoods; and

WHEREAS, after reviewing plans for the events and the traffic patterns, City staff has determined and recommended that, in the interest of the safety and welfare of pedestrian and auto traffic in the downtown area, the streets should be temporarily closed to through traffic for the dates and locations as specified in the Staff Report; and

WHEREAS, the specific time periods for the temporary closures described in the Staff Report shall be as determined by the City staff in consultation with the Police Department, and staff shall give timely notice to the public of those time periods by signage and/or other appropriate means.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL HEREBY RESOLVES:

1. That all the above findings are true and correct; and
2. That pursuant to the authority of Vehicle Code section 21101(e), for the safety and protection of persons, both pedestrians and vehicle drivers, the City Council hereby authorizes the temporary closure of the listed streets for the locations and dates described in the Staff Report accompanying this Resolution.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council held on the 15th day of April 2024 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Eugelyn Lopez, Junior Engineer
April Miller, Public Works Director**

City Manager Approval: 

TOPIC: FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR FINAL DESIGN OF THE GRAND AVENUE CYCLE TRACK PROJECT

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE GRAND AVENUE CYCLE TRACK PROJECT, IN AN ADDITIONAL AMOUNT OF \$86,150, INCREASING THE TOTAL NOT TO EXCEED AMOUNT OF THE AGREEMENT TO \$161,040.

RECOMMENDATION:

Authorize the City Manager to negotiate and enter into a first amendment to the Professional Services Agreement with Kimley-Horn & Associates, Inc. for engineering design services in an additional amount of \$86,150, increasing the total not-to-exceed amount of the agreement to \$161,040.

BACKGROUND:

The Grand Avenue cycle track project will install a two-way, protected Class IV, path for cyclists and pedestrians along the east side of Grand Ave, between 2nd and 4th Street. On September 21, 2022, the City Manager awarded a professional services agreement to Kimley-Horn & Associates, Inc. in the amount of \$74,890 to prepare final design and construction ready documents for a new two-way cycle track along the east side of Grand Ave between 2nd and 4th Street.

ANALYSIS:

Kimley-Horn is the civil design consultant for the Grand Avenue Cycle Track Project and has prepared a plan for the two-way cycle track between 2nd and 4th Streets along Grand Avenue. This project requires additional consulting services for two additional scopes of work by the consultant: (1) additional design work including pedestrian streetlighting design and (2) additional final construction document services.

FISCAL IMPACT: The additional consultant fee of \$86,150 will be paid from the Gas Tax Fund (Fund #206). Funding to support this contract amendment is available within existing FY 2023-24 budget appropriations under account 206-44-21001-9270.

OPTIONS: The City Council has the following options to consider relating to this matter:

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

1. Approve the staff recommendation.
2. Do not approve the staff recommendation and provide further direction to staff.

ATTACHMENT:

1. Amendment and corresponding Exhibit A & B

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC. FOR FINAL DESIGN OF THE GRAND
AVENUE CYCLE TRACK BETWEEN 2ND AND 4TH STREET**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **KIMLEY-HORN AND ASSOCIATES, INC.** (hereinafter “**CONSULTANT**”), is made and entered into as of the

_____.

RECITALS

WHEREAS, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated September 21, 2022 to perform professional services in connection with **CITY’S** Final Design of the Grand Avenue Cycle Track Project, for an amount not to exceed \$74,890 (the “**Agreement**”); and

WHEREAS, **CITY** requires additional professional services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article II of the Agreement, entitled “**DUTIES OF CONSULTANT**” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposals dated August 23, 2023, and August 22, 2023, attached to this First Amendment as Exhibit A and Exhibit B, and incorporated herein by reference.
2. Article IV of the Agreement, entitled “**COMPENSATION**” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit A and Exhibit B to this First Amendment, on a time and materials basis in accordance with the Exhibit A and Exhibit B, in a not-to-exceed amount of \$40,850 and \$45,300 respectively, and to change the total not-to-exceed amount under the Agreement to \$161,040.
3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

CRISTINE ALILOVICH, City Manager

By: 
By: [Kwasi Akwabi \(Apr 5, 2024 06:01 PDT\)](#)

Name: Kwasi Akwabi

Title: Vice President

ATTEST:

[If Contractor is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: 
By: [Kevin Aguigui \(Apr 5, 2024 08:48 PDT\)](#)

APPROVED AS TO FORM:

Name: Kevin Aguigui

Title: Vice President

GENEVIEVE COYLE, Assistant City Attorney



Exhibit A

August 23, 2023 (via email)

Ms. Joanna Kwok
Senior Civil Engineer
Department of Public Works, City of San Rafael
111 Morphew Street
San Rafael, CA 94901

Re: Grand Avenue Cycle Track Project – Request for Change Order for Additional Services

Dear Joanna:

As previously discussed via phone and email, Kimley-Horn and Associates, Inc. (Kimley-Horn) is requesting a change order related to effort expended for the additional design changes after the 95% Package and effort to support the City prior to the construction advertisement period. The following is a brief summary of design services that were requested by the City and completed by Kimley-Horn that were not part of the original contract dated September 21st, 2022.

- Design of pedestrian street lighting system along Grand Avenue (2nd St to 4th St), technical specifications preparation, and bid alternate estimate preparation
- Design of landscaping planter strip between 3rd St and 4th St, technical specifications preparation, and estimate preparation
- Design of curb ramps (field fit) at Grand Avenue and 4th St.
- Design and details for the modifications of an existing retaining wall between 912 Grand Avenue and 450 3rd St parcels
- Design of storm drain modifications for existing 920 Grand Avenue outflow infrastructure
- Preparation of custom bicycle route wayfinding signage
- Conduct additional design and coordination meetings with City project team

We also request additional budget to prepare design revisions for the driveway entrance on the east side of Grand Avenue between Second St. and Third St. Kimley-Horn will revise the driveway width and add signage and striping at the driveway to facilitate a right-out only movement from the Valero parcel.

Kimley-Horn also understands additional design revisions may be requested by the City prior to construction commencing. We request an additional budget of \$7,010 to perform these design revisions, as needed. The services will be performed only with City authorization and be billed on a time-and-materials basis.

The total fee is \$40,850 for the work described above and a breakdown of the effort is as follows:

Staff	Hours	Rate	Total
Analyst II	96	\$165	\$15,840
Analyst III	68	\$190	\$12,920
Professional I	32	\$215	\$6,880 \$6,880
Sr Professional I	6	\$295	\$1,770
Project Manager (Prof I)	16	\$215	\$3,440
Total			\$40,850



If you have any questions, please do not hesitate to call me at (510) 250-2110.

Sincerely,

Kimley-Horn

Brendan Pittman, P.E., T.E.
Project Manager

August 22, 2023 (via email)

Ms. Joanna Kwok
Senior Civil Engineer
Department of Public Works, City of San Rafael
111 Morpew Street
San Rafael, CA 94901

Re: *Proposal to Provide Design Services During Construction for the Grand Avenue Cycle Track Project*

Dear Joanna:

We are excited to provide a Scope of Services and Fee to provide engineering services during construction to support the City of San Rafael (City) as it works to deliver roadway modifications as part of the Grand Avenue City Track Project. Our Scope of Services follows our understanding of the work that is involved to support the City as it administers the construction phase of a new two-way cycle track along the east side of Grand Avenue between 2nd Street and 4th Street.

Scope of Services:

Project Understanding

As part of this project, Final construction documents (design plans, technical specifications, and Engineers Opinion of Probable Construction Cost) were developed by Kimley-Horn for the Grand Avenue Cycle Track Project. The construction documents included the following design elements:

- Roadway modifications (new sidewalk, curb and gutter, and curb ramps)
- Drainage modifications
- Traffic signal modifications at three (3) locations on Grand Avenue
- Landscaping improvements (removal and planting of trees)
- Pedestrian scale street light improvements
- Pavement rehabilitation
- Pavement delineation and signage modifications

Kimley-Horn understands the City is currently in the process of obtaining a construction contractor to build this Project and is seeking professional services support to assist during the construction phase. For the purposes of this scope, we have assumed a construction phase to begin in September 2023 and end in Summer 2024 (approximately 9 month construction period).

Based on our previous phone conversations, our Project Understanding, Scope of Services, Schedule, and Fee Proposal are as follows.

Scope of Services

Task 1: *Project Management*



This task includes general project administration, including management of project staff, quality control, and project accounting. A brief monthly description of services will be prepared and submitted with our standard invoicing. It is assumed that the project duration is nine (9) months.

Task 1 Deliverables:

- Monthly invoices and progress reports

Task 2: Design Services During Construction

Kimley-Horn team will provide design support during project construction by responding to contractor inquiries and preparing design modifications for construction contract change orders as applicable. Kimley-Horn assumes a total effort of 180 hours for budgeting purposes and will be performed on a time and materials basis. Effort in excess of 180 hours will be billed at a time and materials basis at our then current hourly rates, and only after written authorization from the City. It is assumed that support during construction will occur over nine months. Kimley-Horn will have no responsibility for any contractor's means, methods, techniques, sequence, schedule, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor.

Design Services During Construction Services may include, as budget allows:

1. Attend and prepare information for an internal handoff meeting to discuss possible construction issues and items of special consideration for the construction management team.
2. Attend the pre-construction meeting.
3. Attend construction progress meetings as directed by the City.
4. Review and response to appropriate RFIs, which may include revisions and clarifications of design details and specifications.
5. Review and response to material and equipment submittals.
6. Review and response to proposed substitutions, if any, for conformance to the construction documents.
7. Review and response to proposed changes to the contract (Request for Quotations and Contract Change Orders).
8. Participate in up to one meeting for the final punch list walk through. We will observe the construction and provide recommendations for the City to consider for generating the final punch list.
9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews performed by the City construction management team. Kimley-Horn will not inspect the contractor's work. If requested, Kimley-Horn will periodically observe and bring any possible discrepancies with the construction documents to the City's construction management team.
10. Review and provide comment on construction Contractor's temporary traffic control plans.
11. Participate in coordination calls/meetings as they relate to the other City projects under construction that may affect this project.

Task 2 Deliverables:

- Construction meeting attendance, if applicable
- Responses to RFIs, submittals, requests for substitutions, and change orders; and revised details, plans, or specifications
- Record drawings prepared in AutoCAD and provided to the City in AutoCAD and PDF formats,

Kimley»»Horn

as budget allows

Schedule

Kimley-Horn will provide our services as noted in the Scope of Services as expeditiously as practicable to meet the mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will provide the professional services outline in the Scope of Services on a labor fee plus expense basis not to exceed \$45,300. This fee includes administrative labor costs and direct expense (travel, tolls, meals, etc.) incurred in performing these services. The table below includes the break-down of cost per task.

Task Number	Description	Cost
1.0	Project Management	\$7,320
2.0	Design Services During Construction	\$37,580
	Total Cost	\$44,900
	Expenses:	\$400
	Total:	\$45,300

We note that any services other than those set forth in the Scope of Services will constitute additional services. Additional services shall be performed only with your authorization and be billed on a time-and-materials basis. Thank you for the opportunity to provide our professional services to the City of San Rafael. Please contact me at (510) 250-2110 (office) or via email at brendan.pittman@kimley-horn.com should you have any question or need any clarifications.

Kimley-Horn and Associates, INC.



Brendan Pittman, PE, TE
Project Manager

Item 4.g Grant Award from the State Coastal
Conservancy for People of the Canal Public Art
Project

Item Removed from the Agenda



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.h

Meeting Date: April 15, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

Prepared by: Craig Veramay, Assistant Library and Recreation Director

City Manager Approval: _____

TOPIC: PUBLIC ART PROJECT PROPOSAL FOR MURAL AT ALBERT J. BORO COMMUNITY CENTER

SUBJECT: THE CANAL ARTS PROPOSAL TO INSTALL A PUBLIC ART MURAL AT THE ALBERT J. BORO COMMUNITY CENTER

RECOMMENDATION:

Approve The Canal Arts public art proposal to paint a mural on the exterior of the Albert J. Boro Community Center and authorize the City Manager to enter into a license agreement with Rich Storek (dba The Canal Arts).

BACKGROUND:

The City of San Rafael welcomes proposals for the creation and display of public artworks and exhibitions on property that is owned, occupied, or managed by the City. In 2022, the San Rafael City Council approved the formation of the Public Art Review Board (PARB) who has the authority to approve short-term temporary art installations (one-year or less). For long-term installations of greater than one year, the PARB is responsible for providing recommendations to the City Council, who has the final authority to approve public art project proposals.

The City has established [Public Art Review Guidelines](#), which the PARB and staff use to review public art proposals. These guidelines include careful consideration of project readiness, qualification of artists or groups, project funding, community engagement, maintenance, design, and diversity.

On February 19, 2023, the City received a public art proposal from The Canal Arts to paint a mural on the exterior of the Albert J. Boro Community Center. The Canal Arts is an informal group of 14 Marin County educational, social, community service, arts, and business organizations with a mission to support the creation of public art that focus their efforts on the Canal community in San Rafael.

Upon receipt of the proposal, staff initiated an internal review process and shared objective recommendations, questions, and comments with the artists about their proposal. The Canal Arts submitted a revised proposal in response to those questions on March 28, 2023. After reviewing the

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

revised proposal, City staff determined the proposal met internal review guidelines and initiated the formal Public Art Review process.

ANALYSIS:

The Canal Arts is a coalition of fourteen Marin County educational, social, community service, arts, and business organizations supporting the creation of public art that focus their efforts on the Canal community in San Rafael. The group consists of:

- Art Works Downtown
- Canal Alliance
- Dominican University of California
- East San Rafael Working Group
- Marin Museum of Contemporary Art
- Multicultural Center of Marin
- Marin Open Studios
- Marin School for Environmental Leadership
- Marin Society of Artists
- Parent Services Project
- San Rafael Chamber of Commerce.
- Storek Studio/Architecture
- Team Works Art
- Voces del Canal

The Canal Arts proposal is to paint a mural on the southwest exterior wall of the Albert J. Boro Community Center to the right of the main entry doors. They are proposing the mural be primarily painted by a team of two professional artists but also incorporate community volunteers and youth participants. The project budget is \$40,000, and The Canal Arts has received grant funds from the County of Marin to complete this work.

To develop the artwork concept, The Canal Arts published a request for proposals (RFP) seeking qualified artists. Their RFP identified critical elements that they wanted to incorporate into the artwork, including themes of the history, immigration, culture, and pandemic experience of the people of the Canal. The RFP resulted in 15 submissions, and The Canal Arts convened a jury of artists and community members to review the proposals, from which they selected a preferred team of artists comprising Oscar Morales and Vladimir Cuevas.

On April 5, 2023, The Canal Arts presented their artwork concept to the Pickleweed Advisory Committee. That meeting was well attended by community members supportive of the mural. At the meeting, the artists described the symbolism of each of the components of artwork depicted in the mural. Committee members shared that the descriptions were helpful, and recommended the artists include information interpreting the meaning of the mural either at the community center or on an interpretive display board in front of the mural. The Canal Arts revised their proposal to include installing a small interpretive sign by the mural describing the symbolism of the artwork and acknowledging the project stakeholders and artists, which the Committee supported.

On May 17, 2023, The Canal Arts presented their proposal to the PARB, incorporating changes and revisions based on feedback received at the Pickleweed Advisory Committee meeting and other community outreach completed as part of the project. The PARB was supportive of the mural and voted to recommend the project to the City Council for final review and approval. Their recommendation was

made contingent upon minor revisions to the vinyl window-coverings proposed, and an acknowledgement of support for the artwork from the Federated Indians of Graton Rancheria.

Since that time, The Canal Arts has modified their design to reflect the vinyl window covering changes desired by the PARB, and they have been working with the artists and the Federated Indians of Graton Rancheria to refine the final artwork. An updated proposal reflecting the final proposed mural design and describing efforts to date is included as Attachment 1.

Staff recommends that City Council approve this proposal based on the project demonstrating compliance with the City's established Public Art Review Guidelines, and the PARB recommendation of approval. Staff find that this project has demonstrated clear community support as evidenced by a robust community engagement process, which is detailed in the 'Community Outreach' section below. If approved, the City Manager would be authorized to enter into the License Agreement in Attachment 2, subject to approval of form by the City Attorney. Staff will continue to work with Public Works to coordinate completion of needed repair work to the wall where the art will be installed, and The Canal Arts to schedule dates to complete painting. Staff expect the painting will be completed by August 2024.

COMMUNITY OUTREACH:

The City's Public Art Review Guidelines include community outreach recommendations. Proposed public art projects that have completed their own public engagement process will be prioritized. As a long-term project (installation planned for more than one (1) year), City staff recommended that this project provide a minimum of one (1) public meeting and three (3) letters of support.

The Canal Arts held two community engagement events related to this project. The first was held via Zoom on December 13, 2022, prior to the design development. Following receipt of staff comments, The Canal Arts hosted a second community outreach event on March 25, 2023, that included depictions of the art. Additionally, many community members shared their support of the mural at the April 5th, 2023, Pickleweed Advisory Committee meeting.

The City received questions from the public about whether representation of the Coast Miwok in the mural was appropriate. Staff requested that The Canal Arts work with the Federated Indians of Graton Rancheria to refine the artwork to ensure their depictions were appropriate and to secure a letter of support from the sovereign nation. The Canal Arts has worked with the sovereign nation to refine the artwork and received an acknowledgement of their support for the mural on April 2, 2024. Additionally, The Canal Arts has received letters of support from The Canal Alliance, Marin County Supervisor Dennis Rodoni, and community member Marina Palma. These letters are included in Attachment 3.

FISCAL IMPACT:

This project is estimated to cost \$40,000 and is entirely funded by The Canal Arts who have received two County of Marin grants to pay for the artwork. This project does not have a direct fiscal impact to the City's budget.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Staff's recommended action to approve the public art installation and enter into an Art License Agreement with The Canal Arts.
2. Approve the art installation agreement with modifications.
3. Direct staff to return with more information.

4. Take no action.

RECOMMENDED ACTION:

Approve The Canal Arts public art proposal to paint a mural on the exterior of the Albert J. Boro Community Center and authorize the City Manager to enter into a license agreement with Rich Storek (dba The Canal Arts).

ATTACHMENTS:

1. The Canal Arts Boro Community Center Mural Proposal Narrative
2. Draft Art License Agreement
3. Letters of Support
 - a. Federated Indians of Graton Rancheria
 - b. The Canal Alliance
 - c. Dennis Rodoni, County Board of Supervisors
 - d. Marina Palma, Community Member



Proposal to Install a Public Art Mural on the exterior of the Albert J. Boro Community Center



Proposed Mural to be painted by The Canal Arts at the Albert J Boro Community Center

City of San Rafael
Library and Recreation Director
618 B St. San Rafael CA 94901
Initial Proposal Date: 2/20/2023
Updated: 3/28/23
Updated for City Council Meeting: 3/29/24

The Canal Arts is a coalition of 14 Marin County educational, social, community service, arts, and business organizations with a mission to support the creation of public art that focus their efforts on the Canal community in San Rafael. This group submitted an initial application to the City to install a community-based mural to be located on the Albert J. Boro Community Center, which has been conditionally approved by the City's Public Art review Board.

An important feature of this project is the participation of apprentice artists that we identify in the Canal Families Artworks events conducted with Voces del Canal. Canal Arts has secured all funding to complete this project as planned, through a Marin County Nonprofit Partners grant and other sources. To help the group select an artist that met community needs, The Canal Arts released a request for proposals (RFP) for

the art. Artists were required to submit a proposal based on the themes of the history, immigration, culture and pandemic experience of the People of the Canal. The RFP resulted in 15 submittals, which were reviewed by a jury panel of artists and community members that selected the artists Oscar Morales and Vladimir Cuevas, who The Canal Arts has worked with since that date to refine their original artwork vision and develop the final artwork.

That community engagement processed has included an online Canal community forum which was hosted via Zoom on December 13, 2022, moderated by Lynn Sondag, professor of Art and Honors Program Director with Dominican University's Center for Community Engagement. The artists and selection jury panel were present and hosted a discussion about the mural concept. The artists received comments and suggestions from the community, and further developed their proposal. This resulted in an initial proposal, which was submitted to City staff for review and comments.

Following internal City staff review, the artists made additional modifications, then presented the proposal at a lively online community discussion, moderated by Marina Palma of Voces del Canal, with the artists on March 25, 2023. The proposal was then presented with those modifications for consideration to the Pickleweed Advisory Committee in April 2023.

In May 2023, a refined proposal was brought to the City's Public Art Review Board (Board). The Board conditionally approved the art, contingent upon some minor modifications to the vinyl window coverings and receiving a letter of support for the artwork from the Federated Indians of Graton Rancheria (FIGR).

Since then, The Canal Arts has been working with FIGR to further refine the artwork concept. Additionally, the City informed The Canal Arts that the wall where the proposed mural was to be painted required repair due to water damage, which is scheduled for repair in late Spring 2024.

If approved, The Canal Arts would plan to begin painting the mural in July 2024, or upon a mutually agreeable date with the City after completion of building repairs. It is the intent of The Canal Arts and our fourteen sponsoring Marin organizations that this mural, at the center of the Canal neighborhoods, will set a high standard for mural art in San Rafael and all Marin, and engender more art projects that reflect San Rafael's encouraging new public art policies.

Artist's responses to staff questions and comments:

1. Q: The City received questions from the public about whether representation of Coast Miwok in the Mural were appropriate. We would like to see a letter of support from the Coast Miwok and

any individuals represented in the mural acknowledging that they approve of the design or their individual depiction.

A: Coast Miwok tribal representatives from the Federated Indians of Graton Rancheria have been shown the art, and shared their feedback which has resulted in modifications to the proposed design. We have received verification from FIGR that they are supportive of the mural, and the final proposed artwork.

2. Q: City staff cannot budget funds or staff time for painting or priming the wall at this point in time. Staff noted that there's no budgeted funds available for wall prep or priming and would request this be added the artist budget.

A: The Canal Arts acknowledges that the City is not prepared to clean and prime the mural wall. That will be done by the artists. We do ask that the faded window frames and rusted railings be refurbished/repainted by the City to a condition comparable to the adjacent entry finishes (see examples below).

3. Q: Staff are not supportive of vinyl coverings placed over windows, for maintenance and visibility reasons. Is it possible to amend the design to exclude the vinyl coverings?

A: The Canal Arts has removed the use of vinyl film on windows, but requests that a small area indicating immigration paths be allowed painted directly upon a window.

4. Q: Do the artists have a portfolio or website where staff can view their past work? If so, please include. Artists appear to be qualified based on description of work, but staff would like to see visual examples of work.

A: Artists' examples of prior work and bios attached, below.

5. Q: Painters will need to verify with staff prior to work that suitable paint for foam wall surface will be used.

A: Any mural materials used will be submitted for approval by staff.

6. Q: The top left corner of the mural canvas includes the building physical address #'s. How will the artist work around this space? This needs to remain plainly visible for safety reasons.

A: The buildings number will be painted and maintained in contrast with surrounding art.

7. Q: Staff recommend the painting 'protection zone' does not impede the pedestrian right of way during construction. Please verify.

A: Pedestrian passage will not be impeded.

8. Q: How long will painting take? Will you need to use the sidewalk or parking lot area during painting? If so, how many parking stalls or how much space on the sidewalk? Will scaffolding or ladders be used?

A: Painting will take ~4-5 weeks. No sidewalk needed, but 2 parking spaces are requested. Scaffolding or ladders will be used. We request a place for temporary storage onsite for materials and access to water and restrooms during the installation, and artists will be working off-hours.

9. Q: How will the painters work around the existing vegetation? Staff noted that the plants in front of the building may grow to cover artwork; recommend artists cover vegetation during planting, not disturb exterior building lights; not impact fire alarm system.

A: Existing plants will be protected, and we request the large hedge at the right side of the wall be cut down to the height of the lower vegetation at the left, or removed and replanted with material similar to the existing (see images below).

10. Q: Staff noted that there are two overflow drains that pour down the front of the building in the location of the mural. This may lead to staining or fading of the mural over time, and/or may discolor artwork.

A: Staining from overflow drains should not affect the mural art. We will apply protective anti-graffiti / anti UV coatings to the artwork which will facilitate any future cleaning if necessary.

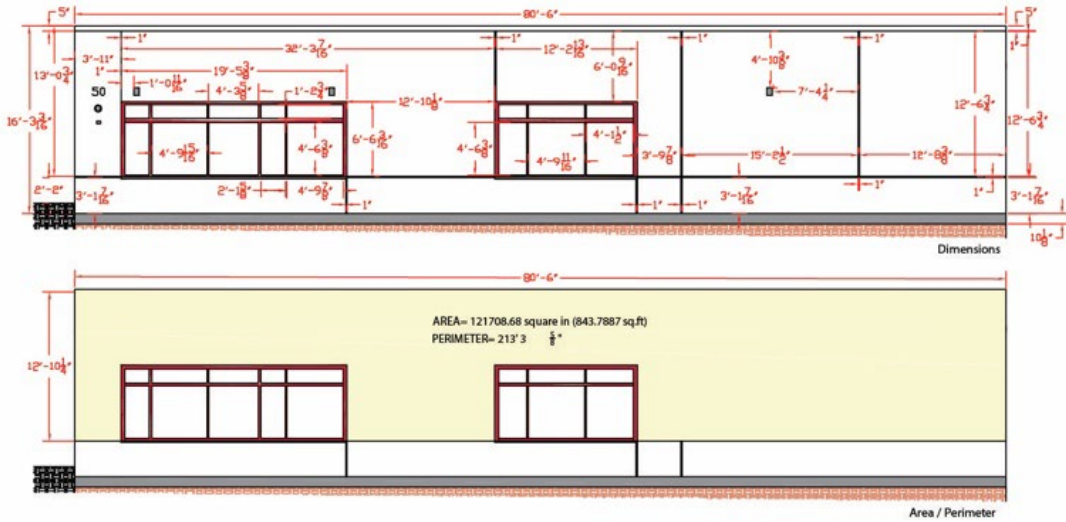
Project Timeline:

The mural will be created during July-August 2024, with progress visible and monitored online and completion and a community unveiling event planned for August 2024.

Mural life expectancy: 15 years

Materials: artist grade acrylic paint with anti-graffiti/UV protective coating.

Proposed Location: The mural venue, to the right of the Albert J. Boro Community Center entry (See below):

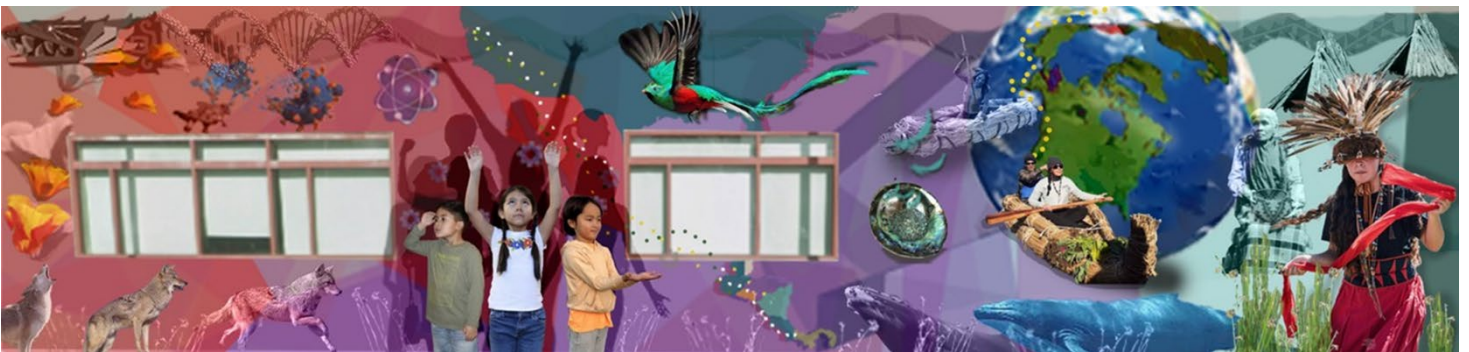


Albert J. Boro Community Center
50 Canal St, San Rafael CA 94901



Mural Project Elevation
Scale 1/8" = 1'-0"
8/21/2022

Proposed Mural Artwork – Final Draft



Detail: Proposed Vinyl Window application



Artists' Work and Bios

Artist: Oscar Morales / Fine Artist and Muralist







Oscar Morales, born in Mexico City in 1986.

1998- Begins his classes with mastery in drawing and painting.

2001- He moves to the United States and paints his first mural at Manteca High School.

2004- Studies at San Joaquin Delta College, where he paints his second mural "Building the Dreams"

2006- With his teacher and mentor Guillermo H Kelly, he paints murals for private collectors and shopping centers.

2019- Integrating a collective of artists, he paints the mural "Sientete en Casa" for the Canal Alliance organization.

-Marin Open studios Art exhibit

-Dia de Muertos Art exhibit at Mexican Heritage Center, San Joaquin County Historical Museum and Bartolini Gallery.

2021- Tony's Market mural (Kerman City)

-Welcome to the Canal Mural Channel (San Rafael City)

2022- Mayors Art Show (Award Best of the show and the Mayors Art Choice)

-Second Harvest the Greater Valley Mural (Manteca City)

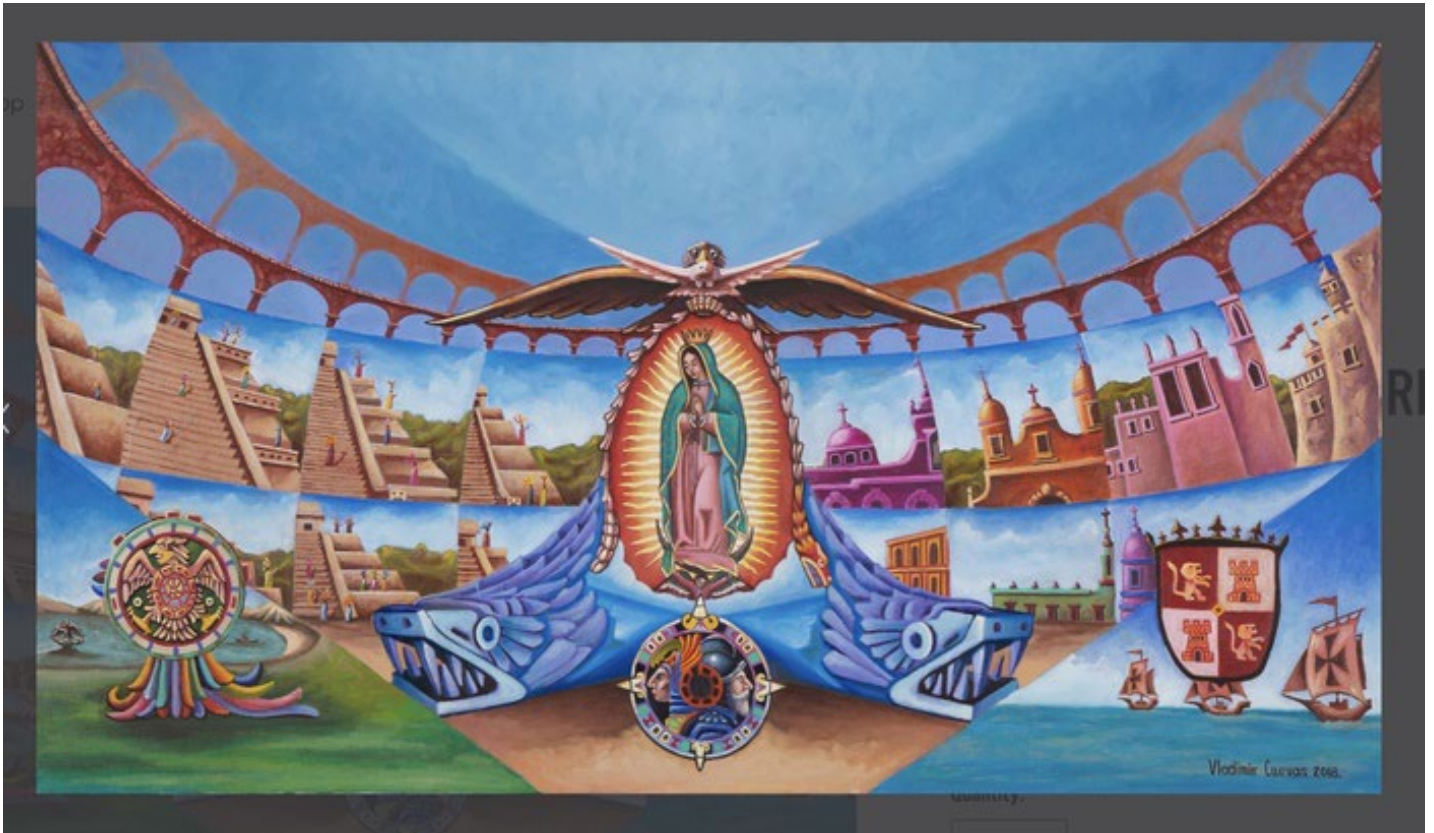
-Geometric Lion Mural (Stockton City)

Currently working in San Rafael City participating in Art Projects with The Canal Arts, Marin Society of Artists, Canal Alliance, Marin Open Studios.

Artist: Vladimir Cuevas







Vladimir Cuevas is from Oaxaca, Mexico and has lived in San Francisco since 1990.

As a younger man, and because of family issues, he had to make the difficult decision to suspend his medical studies, leave his family and country behind to seek a brighter future in the United States. Little did he know that this juncture in his life would start his transformation from medical student to artist.

- In 1995 Vladimir started private art lessons with the artist Antonio Huerta.
- In 1997 he was discovered by Geronimo Berenguer de los Reyes, Chairman of the Board and Director of GBR Museum and Foundation. In 2007 he commissioned Vladimir to paint 6 altar pieces and artwork for the High Altar of the Virgin of Guadalupe Church in Philippines. The GBR foundation and Museum boasts more than 300 creations by Vladimir.
- Vladimir's murals can be found throughout San Francisco, both in private and public collections.
- Vladimir's realistic, abstract and sacred art has been exhibited in the United States, Latin America and other countries starting from 1995 to present times.
- In 2018, Vladimir created the 43 ft. "Danzante de Pluma," the tallest sculpture in Oaxaca.



LICENSE AGREEMENT

**FOR USE OF PUBLIC PROPERTY
FOR DISPLAY OF ARTWORK
Albert J. Boro Community Center Mural**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into as of _____, by and between the City of San Rafael, a California Charter City (“City”) and Rich Storek, a Sole Proprietor doing business as (dba) The Canal Arts (“Licensee”).

RECITALS

A. Licensee is an organization who proposes to cause one of more artists (“Artists”) to paint an outdoor mural on the exterior of the Albert J. Boro Community Center, public property owned, controlled or managed by the City; and

B. Licensee submitted a proposal to the City for the temporary placement, installation and display of certain works of art and related identifying signs (the “Artwork or Artworks”), as designated in **Exhibit A**; and

C. On April 5, 2023, pursuant to the City’s Public Art Review Guidelines, the Pickleweed Advisory Committee reviewed the proposal and recommended approval of the Artworks; and

D. On May 2, 2023, pursuant to the City’s Public Art Guidelines, the Public Art Review Board reviewed the proposal and recommended approval of the Artworks; and

E. On April 15, 2024, pursuant to San Rafael Municipal Code (“SRMC”) Section 14.25.040 and the City’s Public Art Review Guidelines, the City Council approved the Public Art Review Board’s recommendation to approve Licensee’s Artworks proposal, as designated in **Exhibit A**; and

F. City is willing to grant a license to Licensee for use of certain City property to display the approved Artworks, on the terms and conditions hereinafter set forth; and

G. Upon expiration of this License Agreement, Licensee wishes to transfer ownership of the Artworks to City, and City is willing to accept ownership of the Artworks.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. License. The City grants Licensee permission to use that portion of the City’s property described and/or shown in **Exhibit B** (the “Premises”), for the temporary

placement, installation, display, and maintenance of the Artworks, in accordance with the terms and conditions specified herein.

2. As-is Condition. Licensee acknowledges and agrees that the Premises are being licensed and accepted in their “as-is” condition, without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing their use. Licensee represents and warrants to City that it has investigated and inspected, either independently or through agents of Licensee’s own choosing, the condition of the Premises and the suitability of the Premises for Licensee’s intended use. Licensee has determined, based solely on its own investigation, that the Premises are suitable for Licensee’s intended use. Licensee acknowledges and agrees that neither the City nor any of its agents have made, and the City hereby disclaims, any representations or warranties, express or implied, concerning the Premises, the physical or environmental condition of the Premises, the present or future suitability of the Premises for Licensee’s intended use, or any other matter whatsoever relating to the Premises.

3. Term. Except as otherwise terminated as provided herein, the term (“Term”) of this Agreement shall be from _____, 2024 to _____, 2024, or the date that Licensee completes installation of the Artworks and transfers the Artworks to the City, whichever is later; and

4. Permitted Uses; Approved Artworks. Licensee may enter and use the Premises only for the uses specified in Section 1 of this License, and for no other purposes. Licensee shall only place, install, display, and maintain the Artworks as approved by the City, as designated in **Exhibit A**, and shall not make any changes to the Artworks or the manner in which the Artworks are placed, installed, displayed, or maintained, without written authorization from the City.

5. Title to Artworks. Licensee/Artist hereby represents and warrants that: i) the Artworks are solely the result of the artistic effort of Licensee/Artist, and ii) the Artworks are unique and original and do not infringe upon any patent rights, copyright, trade secret or any other proprietary right or trademark or intellectual property of a third party.

6. Installation, Maintenance, and Security. Licensee shall be solely responsible for the installation, maintenance, and security of the Artworks. Specifically:

(a) Licensee acknowledges the potential for vandalism to the Artworks and shall be solely responsible for maintaining and protecting the Artworks during its installation and while in Licensee’s ownership.

(b) Licensee acknowledges that the Artworks must be durable, taking into consideration that the Premises is an unsecured public space that is exposed to elements, including but not limited to, weather, temperature variation, and movement of people, vehicles and equipment.

7. License Personal. The license herein granted is personal to Licensee, and no right hereunder may be assigned, sublet or otherwise transferred in whole or in part.

8. Removal of Artworks. Notwithstanding the Term set forth in Section 3 of this License, at any time, the City may terminate this License Agreement and the Artworks may be removed at the City's sole discretion for one or more of the following reasons:

- (a) The condition or security of the Artworks cannot be reasonably guaranteed.
- (b) There is an emergency event such as a fire, storm, or other climate-related event.
- (c) The Artwork is damaged, and repair is infeasible, or the cost of repair is disproportionate to the value of the Artwork.
- (d) The Artwork requires unanticipated, excessive maintenance due to design flaws or other factors.
- (e) The Artwork endangers public safety.
- (f) The Premises is so altered or there are planned renovations/site improvements such that the Artwork is no longer compatible or relevant.
- (g) The Premises is no longer owned, controlled or managed by the City.
- (h) There has been sustained and overwhelming public objection to the Artwork over a period of time.
- (i) The Artwork has been stolen or destroyed.

Licensee shall be responsible for all associated costs of Artwork removal and site restoration. Should Licensee not restore the Premises to a condition satisfactory to the City, the City may perform such work or have such work performed, and Licensee shall immediately reimburse the City for all direct and indirect costs associated with such work upon receipt of a statement therefor. Licensee, on behalf of themselves, their heirs, successors and assigns, hereby assumes all risk of loss or damages of any kind and waives and releases the City from any claims or liability of any kind arising out of the City's removal, relocation, conveyance, and/or disposal of the Artwork.

9. Artworks to Become Property of City; Surrender and Restoration. Upon expiration of the Term of this License Agreement, unless earlier terminated pursuant to Section 8 of this License Agreement, City will review the Artworks and if, in the City's sole discretion, the City determines that the Artworks are in compliance with this Agreement, the City will accept the Artworks. Upon acceptance by the City, the Artworks shall become the sole property of the City as described in Exhibit C. Licensee will surrender the Premises in a broom clean condition and cease any further use of the Premises.

Nothing in this Agreement shall obligate the City, after acceptance of the Artworks, to maintain the Artworks. The City, in its sole discretion, may destroy, remove, or alter the Artworks.

10. Indemnification; Risk of Loss. Licensee shall indemnify, release, defend and hold harmless the City, its officers, agents, employees and volunteers (collectively, the “City’s Parties”), against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorneys’ fees and administrative costs (collectively, “Losses”), arising out of or resulting in any way, in whole or in part, from any acts or omissions, intentional or negligent, of Licensee or Licensee’s officers, agents, employees, or volunteers (collectively, “Licensee’s Parties”), or from Licensee’s Parties’ occupancy, use or misuse of the Premises pursuant to this License Agreement, or from any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property Losses claimed by a third party associated with the Artworks.

Licensee shall assume all risk of loss, damage, or injury to Licensee, or its property including any and all Artworks, arising out of or connected to its use or occupation of the Premises pursuant to this License Agreement, and shall indemnify and hold the City harmless from any claim related to such loss, damage or injury.

The provisions of this Section 10 shall survive termination of this License Agreement.

11. Liability for Damage to Artworks; Artworks Insurance. The City shall bear no responsibility, nor incur any liability, for loss, damage, or injury to the Artworks or any property or equipment owned or controlled by Licensee’s Parties, involved in Licensee’s use or occupancy of the Premises under this License Agreement. Notwithstanding the insurance requirements set forth in this Agreement, the City recommends that Licensee procure and maintain risk-of-loss insurance for the Artworks in a minimum value covering full loss of the Artworks and any associated property or equipment.

12. Artist’s Release and Waiver; Grant of Rights to City. Licensee/Artist has executed the Artist’s Release and Waiver, hereby incorporated into this License Agreement as Exhibit C. Licensee/Artist hereby grants to the City the right to display the Artworks and all materials included in Exhibit A, and the right to make and reproduce photographs, copies, or other two-dimensional reproductions of the Artworks and materials in Exhibit A for publicity and program purposes throughout the Term of this Agreement.

13. Insurance. Licensee shall procure and maintain in effect during the Term of this License Agreement, at no expense to the City, insurance in a form approved by the City Attorney, as follows:

a. Worker’s Compensation insurance with statutory limits as required by the Labor Code of the State of California.

b. Comprehensive General Liability Insurance, in the minimum amount of one million dollars (\$1,000,000) per occurrence for death, bodily injury, personal injury, and property damage. Said policy shall be endorsed with the following specific language:

i. “The City of San Rafael, its officers, employees and volunteers, are named as additional insureds under this policy.”

ii. “The insurance provided herein is primary coverage to the City of San Rafael with respect to any insurance or self-insurance maintained by the City, and shall not call upon City’s insurance or coverage for any contribution.”

c. d. Licensee shall submit to the City certificates of insurance and properly executed endorsements evidencing the term, coverage, limits and endorsements as required above.

14. Compliance with Laws. Licensee shall observe and comply with all applicable federal, state, City, or other governmental statutes, ordinances, and regulations now in force or which hereafter may be in force, including the ADA.

15. Notices. Any notice required under this License Agreement shall be in writing. Delivery of such written notice shall be deemed sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with postage thereon fully prepaid, or upon personal delivery, addressed as follows:

If to City: Library & Recreation Director
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94915-1560

If to Licensee: Rich Storek, dba The Canal Arts
Address: 55 Elizabeth Circle, Greenbrae
California, 94904
Phone: (415) 388-3030
E-mail: rich@storekstudio.com

Either party may at any time change its address for notice by giving written notice of such change in the manner provided above. Licensee shall have the sole responsibility to provide the City with a current and valid address for notice throughout the Term of this Agreement, and the City shall not be responsible for Licensee’s failure to provide the City with any changes to Licensee’s address for notice under this Agreement.

16. Attorneys’ Fees. If either party should commence a legal action or proceeding to enforce the terms of this License Agreement, the prevailing party in the proceeding shall receive, in addition to court costs, reasonable attorneys’ fees, including the reasonable value of services rendered by the City Attorney’s Office.

17. Joint and Several Liability. If Licensee consists of more than one person or party, their obligations and liabilities under this License Agreement shall be joint and several.

[Signatures are on the following page.]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first written above.

CITY OF SAN RAFAEL:

By _____ Dated: _____
Cristine Alilovich, City Manager

LICENSEE:

Rich Storek, doing business as The Canal Arts

By _____ Dated: _____

Its Executive Director _____

EXHIBITS:

- Exhibit A** **Approved Artworks**
- Exhibit B** **Premises**
- Exhibit C** **Artist's Release and Waiver**

EXHIBIT A
APPROVED ARTWORKS

(Include entire package describing Artworks as submitted to the Board/Council and approved, including signs, installation/security devices)

TO BE ADDED UPON FINAL APPROVAL BY CITY COUNCIL

DRAFT

EXHIBIT B PREMISES

(Description of Licensed Premises; include map, if applicable)

The mural will be painted on a west facing wall of the Albert J Boro Community Center near the front entrance, outlined in red below. .



EXHIBIT C
ARTIST’S RELEASE AND WAIVER

The undersigned Artist hereby acknowledges and agrees that neither the City of San Rafael nor its officers, employees, agents, or volunteers shall be liable for any distortion, mutilation, modification or destruction, by accident, act of God or person, of any artwork created by Artist and displayed on public property of the City of San Rafael for and as part of the Artworks installation. The undersigned Artist hereby waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, and volunteers, arising under the federal Visual Artists Rights Act (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code Sections 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. Section 106A, Cal. Civil Code Sections 987 et seq., or any other type of moral right protecting the integrity of works of art.

Upon acceptance of the Artworks by the City at the expiration of this Agreement, the undersigned Artist and Licensee acknowledges and agrees that the Artworks shall be the sole property of the City of San Rafael, and hereby waives and releases all claims of ownership, patent rights, copyright, trade secret or any other proprietary right or trademark or intellectual property of or in connection with the Artworks, subject to the following reservation of rights.

Artist and Licensee hereby each reserve an unlimited irrevocable, nonexclusive intellectual property rights license as follows:

- i. The right to make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the Artworks including the right to sell photographs or reproductions of the Artworks and to authorize the sale of such photographs or reproductions.
- ii. Artist and Licensee may license or sublicense its rights for any private or commercial purpose.
- iii. Reproductions shall include the following credit line and copyright notice where practicable: “The Canal Arts” © 2024 by [Insert Artist Name]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this Agreement.

ARTIST

Dated: _____

[signature]

[*print name*]

[*address*]

[*telephone number*]

LICENSEE (Rich Storek)

Dated: _____

[*signature*]

[*print name*]

[*address*]

[*telephone number*]

DRAFT

On Apr 2, 2024, at 11:11 AM, Lorelle Ross <LRoss@gratonrancheria.com> wrote:

Hi Rich

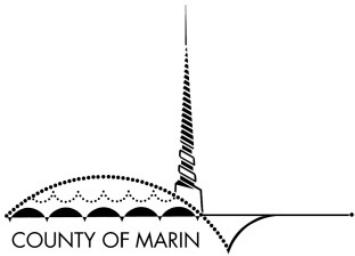
Yes the mural as designed and reviewed is appropriate. Thank you for sharing and being responsive and understanding to include the Graton Rancheria in the project and making the artwork available to allow us to make changes and provide feedback. Would you like me to email anyone with our approval directly, let me know.



Lorelle Ross

Tribal Representative for Federated Indians of Graton Rancheria

Sent from my iPhone



Marin County Civic Center
3501 Civic Center Drive
Suite 329
San Rafael, CA 94903
415 473 7331 T
415 473 3645 F
415 473 6172 TTY
Dennis.Rodoni@marincounty.gov
MarinCounty.gov/board

March 29, 2024

San Rafael City Council
City Hall
1400 Fifth Avenue
San Rafael, CA 94901

RE: Support for the Albert J. Boro Community Center Art Mural.

Dear Members of the San Rafael City Council,

I am writing to express my strong support for the proposed mural project at the Albert J Boro Community Center, led by The Canal Arts.

As a supporter of The Canal Arts, I have had the pleasure of meeting the talented artists behind the project, Oscar Morales and Vladimir Cuevas. Their dedication and artistic vision are truly commendable, and I am confident that their work will bring significant visual inspiration to our community.

The collaborative process involved in the creation of this mural, which has included engagement with members of the Canal community, highlights the inclusive nature of this project. By involving community members in the development of the artwork, the mural has the potential to foster a sense of pride and ownership among residents.

I believe that public art plays a vital role in enhancing the vibrancy and character of urban spaces. The mural at the Albert J Boro Community Center has the potential to serve as a focal point for community gathering and reflection, contributing to the cultural richness of our city.

In conclusion, I urge the San Rafael City Council to support the installation of the mural at the Albert J Boro Community Center. This project represents an opportunity to celebrate the creativity and diversity of our community while enriching the public realm for residents and visitors alike.

Thank you for considering my perspective on this matter.

Sincerely,
Sincerely,

Dennis Rodoni



March 27, 2024

Re: Albert. J. Boro Community Center Mural by The Canal Arts

Dear Mr. Rich Storek:

As a strong collaborator and partner of The Canal Arts, I am writing on behalf of Canal Alliance to express my strong support for the Albert J. Boro Community center mural. I have been involved, first in selection of the artists, Oscar Morales and Vladimir Cuevas, and in subsequent reviews of the artwork as it has been developed with members of the Coast Miwok, Federated Indians of Graton Rancheria and members of the Canal community. Through public art, we aim to make people feel welcome and inspired, and to share the rich diversity of stories and experiences that contribute to our culture and community, for that reason, I fully support the mural which will bring visual inspiration to our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Omar", is positioned above the typed name.

Omar Carrera
CEO, Canal Alliance
OmarC@canalalliance.org

91 Larkspur Street
San Rafael, CA 94901
415.454.2640

canalalliance.org

From: Marina Palma [REDACTED]
Subject: Albert J. Boro Community Center Mural by the Canal Arts,
letter of support
Date: March 27, 2024 at 9:37:26 PM PDT
To: Rich Storek <rich@thecanalarts.org>

Dear Rich,

I have been involved, first in the selection of the artists, Oscar Morales and Vladimir Cuevas, and in subsequent reviews of the artwork as it has been developed with members of the Coast Miwok, Federated Indians of Graton Rancheria and members of the Canal Community.

I fully support the mural which will bring visual inspiration to our community. This mural will represent the history and cultural identities of our community.

The Mural at Albert J. Boro will bring happiness and a sentiment of feeling welcome after a long way from home, with the hope of a better and safe life.

I hope that we can have this meaningful mural in our community as it will give the opportunity to other community residents to get involved in this wonderful project.

Art is Truth,

Marina Palma



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Departments: Community and Economic Development

**Prepared by: Micah Hinkle, Director
Alexis Captanian, Housing Manager**

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be 'CH', written over a horizontal line.

TOPIC: ANTI-DISPLACEMENT URGENCY ORDINANCE AND TEMPORARY RELOCATION ASSISTANCE FOR THE CANAL OPPORTUNITY ZONE

SUBJECT: IMPLEMENTATION OF TEMPORARY ANTI-DISPLACEMENT MEASURES IN THE CANAL OPPORTUNITY ZONE

RECOMMENDATION:

1. Adopt an urgency ordinance amending Chapter 10.105 of the San Rafael Municipal Code, entitled "Cause Required for Eviction", and amending Chapter 10.111 of the San Rafael Municipal Code, entitled "Relocation Assistance in Opportunity Zones."
2. Adopt a resolution amending Resolution 14895 to include temporary relocation assistance payment amounts and administrative processing fee pursuant to San Rafael Municipal Code Chapter 10.111 – Relocation Assistance in Opportunity Zones.

BACKGROUND:

Opportunity Zones

The 2017 Tax Cuts and Jobs Act created tax incentives for long-term investment in federally designated census tracts called Opportunity Zones (OZ). Investors can access these tax incentives by investing capital gains through Opportunity Funds. Opportunity Funds are required to hold 90% of their assets in qualified OZ properties. The longer an investor keeps their money in the Opportunity Fund investment, the more tax incentives they become eligible for. To qualify for the program, an acquired property already being used in an OZ must be "substantially improved" over a 30-month period, meaning the money spent on improvement exceeds the initial investment into the existing property. The opportunity to participate in the OZ program ends December 31, 2026.

FOR CITY CLERK ONLY

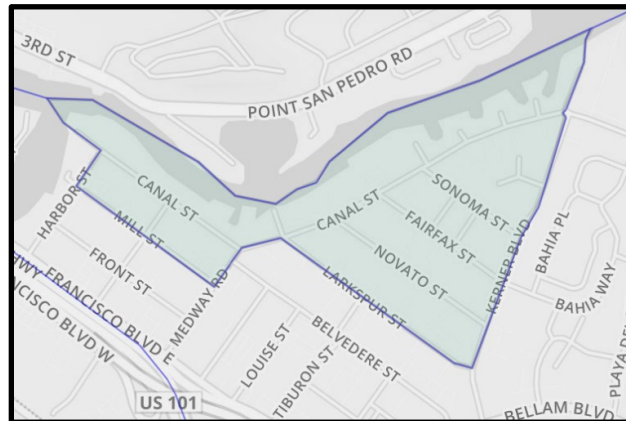
Council Meeting:

Disposition:

San Rafael Canal Opportunity Zone

San Rafael currently has one OZ (Census Tracts 1122.03 and 1122.04, Map 1), located in the Canal neighborhood.

Map 1. San Rafael Opportunity Zone – Census Tracts 1122.03 and 1122.04



There are currently 150 properties and 1,774 total housing units within the OZ boundary. According to the 2022 American Community Survey, 20% of the population in the OZ falls below the federal poverty line, compared to 7% of the population in Marin County. About ten percent (10%) of the housing units in the OZ currently have below market rate deed restrictions.

Table 1. Properties within San Rafael Opportunity Zone Boundaries

	Properties	Units	Average Units/Property
Detached Single Family	32	32	1
Condominium/Townhome	17	265	16
Apartment	90	1,477*	16
Non-Residential	11	-	-
Total	150	1,774	

*176 units have deed-restricted below market rate protections

According to the 2022 American Community Survey, 69% of rental homes in Census Tract 1122.03 and 75% of rental homes in Census Tract 1122.04 are overcrowded (occupied by 1.01 persons or more per room, excluding bathrooms and kitchens). By comparison, 19% of rental homes in San Rafael are considered overcrowded. High overcrowding rates indicate that additional income streams are required to sustain a household’s rental costs, putting them at greater risk of housing instability should income be reduced, or housing costs increased. The [California Healthy Places Index](#) ranks these census tracts in the bottom fifth percentile statewide in terms of severe cost burden, or the percentage of low-income renters who pay more than 50% of their income on housing costs. [The California Fair Housing Task Force](#) has identified these census tracts as Low Resource.

Existing Tenant Protection Policies

In 2019, Governor Newsom signed Assembly Bill 1482, the Tenant Protection Act of 2019, providing a rent cap and just cause eviction protections to qualified rental housing across California. The legislation limits annual rent increases to 5% plus the "cost of living" index or 10%, whichever is less. The law became effective January 1, 2020, and remains in effect until January 1, 2030. As of March 2024, the allowable rent increase for much of the multifamily housing stock in San Rafael was 9.2%.

The City has also adopted several local policies to increase housing stability and affordability. In 2019, in response to low vacancy rates, high prevalence of housing cost burden, and lack of affordable housing, the San Rafael City Council adopted Citywide tenant protection policies including cause required for eviction. San Rafael's [Cause Required for Eviction](#) policy is intended to provide stability for households who rent by regulating the grounds for eviction. The policy applies Citywide to properties that contain at least three separate dwelling units. For a housing provider to terminate a residential tenancy, the termination must qualify as either "for cause" or "no fault". Reasons a housing provider may terminate a tenancy "for cause" include failure to pay rent, breach of rental contract, illegal activities in/around the dwelling unit, threat of violent crime, and nuisance behavior. Under a "no fault" eviction, a housing provider may terminate a tenancy to permanently remove the unit from the rental market, to move into the unit, to conduct substantial rehabilitation for health and safety reasons, or if the tenant refuses to execute a lease.

In the case of substantial rehabilitation for health and safety, the housing provider must have applied for or obtained permits to undertake substantial repairs to the unit that cannot be completed while the unit is occupied. To qualify, such substantial repairs must be for the primary purpose of bringing the unit into compliance with applicable law.

According to staff from Legal Aid of Marin, most of their clients' eviction notices are based on failure to pay rent and substantial rehabilitation for health and safety. Legal Aid of Marin serves a subset of San Rafael renters who qualify based on household income level.

Following the designation of Canal Census Tracts 1122.03 and 1122.04 as a Qualified OZ, the City Council adopted relocation assistance requirements specific to the OZ in 2021, recognizing that the tax benefits available to investors through the purchase and improvement of properties in the OZ could heighten the risk of displacement for residents of rental housing. Chapter 10.111 requires all owners of residential properties in Opportunity Zones to provide certain assistance to tenants who are displaced from their residences due to no fault terminations of their tenancies, as defined in the City's Cause Required for Eviction Ordinance. The intent of this policy is to help mitigate the adverse health, safety and economic impacts experienced by residents of rental housing who are displaced from their residences due to no fault terminations of their tenancies.

Tenant households in the OZ are eligible for relocation assistance if they are displaced after having continually occupied the dwelling unit for 30 days or more. There is no income qualification for relocation assistance. The amount of the relocation payment to the tenant includes three months' rent plus estimated moving expenses. If a tenant household includes a person under the age of 18 or over 62, and/or a person with a disability, the household is eligible for an additional one month's rent. These components are calculated from the tenant's current rent or fair market rent, whichever is greater. Fair market rents are published annually by the U.S. Department of Housing and Urban Development for the San Francisco, CA HUD Metro FMR Area. If the tenant is required to move before the end of the month, they are eligible for a per diem stipend to help cover food and hotel lodging expenses. If a tenant is eligible for relocation assistance under the OZ ordinance, they are ineligible for the Citywide

relocation assistance under [SRMC Section 14.16.279](#), which applies to low-income tenants only and is equal to two months’ rent. The housing provider must provide notice to the tenant at least 60 days prior to the date the tenant will be required to vacate the property and must pay relocation assistance to the tenant at least 30 days prior to the date the tenant is displaced.

Table 2 shows the 2024 required relocation assistance payments to renters in the Opportunity Zone.

Table 2: 2024 Required Permanent Relocation Assistance Payments to Renters in the Opportunity Zone (based on number of bedrooms)

	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Base Relocation Payment*				
Two months’ Fair Market Rent for 2024	\$4,584	\$5,636	\$6,718	\$8,224
Security Deposit (One month’s Fair Market Rent for 2024)	\$2,292	\$2,818	\$3,359	\$4,112
Estimated Moving Expenses	\$500	\$500	\$750	\$1,000
Minimum Total Renter Relocation Payment	\$7,376	\$8,954	\$10,827	\$13,336

*Base Relocation will be calculated using the higher amount between current Fair Market Rent or Actual Rent Amount.

Additional Required Payments if Household has a child, senior, or individual with a disability.

If the household meets one or more of the below criteria:

	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Additional Required Payment	\$2,292	\$2,818	\$3,359	\$4,112

- 1) Household with a minor (18 years or younger)
- 2) Household with individual 62 years or older
- 3) Household with individual with disability

Potential Renter Relocation Payment	\$9,668	\$11,772	\$14,186	\$17,448
-------------------------------------	---------	----------	----------	----------

Under the permanent relocation assistance policy, the housing provider is required to pay an additional \$150 per day for each day remaining in the calendar month in which the tenancy is terminated to compensate for costs such as hotel or short-term rental accommodations, meals, and other related costs, while the resident looks for another place to live.

Current Status

Housing stability and affordability continue to be challenges for renters. Even with the current protections in place, some residents are still experiencing displacement in the Canal Opportunity Zone. Since October 2022, the City reviewed permanent relocation payments for 31 tenant households who were evicted on the grounds of substantial rehabilitation for health and safety within the Canal OZ. Additionally, the City processed permit applications for 37 units in the OZ where the property owner indicated that a no-fault eviction did not occur.

When tenants are displaced from their homes, it is extremely difficult to secure other housing in the Canal neighborhood, other parts of San Rafael or Marin County because of low supply that drives up prices on available rental housing. The rental vacancy rates in Marin and San Rafael have been below five percent in recent years. In March 2024, a daily staff search on Zillow over the course of several days for available apartment rentals in the Canal neighborhood produced only three available rental

units. Legal Aid of Marin staff and other community partners have seen recent clients leave San Rafael for other areas such as the East Bay and Vallejo, double up with other families in the Canal neighborhood, or become unhoused and move into their cars.

Displacement has far-reaching impacts for families, including loss of social networks, educational disruption for children, increased stress, hardship, and negative impacts on health. While the City's long-term goal is to increase housing supply and affordable housing across the City, the impact of displacement on tenants in the OZ is immediate and urgent.

The City Council's Fiscal Year 2023-2025 [Goals and Objectives](#) direct staff to evaluate existing tenant protection policies to determine their effectiveness and consider the implementation of revised policies to expand housing choices for all residents, as outlined in the [2023-2031 Housing Element](#), to ensure habitability, create fair housing, and end homelessness. Staff are working with stakeholders to evaluate and develop Citywide policies. While this comprehensive evaluation process is underway, the proposed urgency ordinance is intended to prevent further displacement in the Opportunity Zone in the interim.

ANALYSIS:

The proposed temporary policy to reduce tenant displacement in the Opportunity Zone removes "Rehabilitation for Health and Safety" as a valid reason for permanent eviction in most cases and requires residential property owners to provide temporary relocation assistance to tenants in cases of Substantial Rehabilitation for Health and Safety. This would apply in the Opportunity Zone only.

Temporary Relocation Assistance for Tenants in Cases of Substantial Rehabilitation for Health and Safety

Under the proposed OZ temporary anti-displacement ordinance, substantial rehabilitation for health and safety would no longer be a cause for eviction and would instead provide for temporary relocation. Tenants would have a right to return once the circumstances that warrant a temporary displacement end. This would apply in the OZ only; in all other areas of the City, substantial rehabilitation for health and safety would continue to be a cause for eviction per Chapter 10.105 of the San Rafael Municipal Code.

In cases of substantial rehabilitation for health and safety in the OZ, a property owner would be required to provide a daily temporary relocation assistance payment to the displaced tenant or offer a comparable unit if available on the property, or on another property within San Rafael city limits. The unit must be at least comparable to the unit that the tenant is leasing in terms of size, number of bedrooms, accessibility, allowing pets (if the tenant has pets), and other amenities. The property owner would not be required to provide the temporary relocation assistance payment if they provide a comparable or better unit. For longer rehabilitation projects, this is a preferred outcome because it is less disruptive for the tenant and less expensive for the property owner. In the case of a shorter rehabilitation project, the tenant and property owner may prefer that the tenant stay in hotel lodging rather than move belongings to an alternative comparable unit.

If a comparable unit is available onsite or at another nearby property, the tenant can either (a) accept the temporary placement in the comparable unit or (b) terminate their tenancy and accept a permanent relocation assistance payment. If the tenant declines placement in a comparable unit, they are not eligible for the temporary relocation assistance payments. Tenants who choose not to be temporarily relocated would receive the City's existing permanent relocation assistance payment for the OZ.

During the temporary displacement period, the tenant would continue paying rent on their original unit. Continued payment of rent would allow the tenancy to continue, uninterrupted. Since the tenancy would be uninterrupted, the tenant would have the right to return with the same rights under their existing lease after the rehabilitation as before the rehabilitation, including the same monthly rental rate. If the tenant's lease expires during the temporary displacement, AB 1482 requirements apply, meaning that if the tenant has lived in the unit for more than one year, the owner has to offer to renew the lease, just as they would if the tenant were not temporarily displaced. Since the tenant is still paying rent, their tenancy continues and the rights under their tenancy include the rights under AB 1482. The tenant's rent could be increased by up to the maximum allowable amount under AB 1482, which is currently 9.2% based on March 2024 CPI. Certain rentals are exempt from the State rent cap, such as condos and single-family homes not owned by a Real Estate Investment Trust (REIT) or corporation; duplexes where the owner's principal residence is one of the units; deed-restricted affordable housing; and buildings constructed in the last 15 years, which is a rolling date.

The property owner is required to provide the comparable unit or pay the temporary relocation assistance payments for as long as the tenant is required to stay out of their unit and continues to pay rent.

The property owner is required to provide the notice of relocation in the same language as the rental agreement was negotiated.

The temporary anti-displacement ordinance would be in effect through December 31, 2026, at which time the OZ tax incentive benefits expire.

Property owners who are temporarily displacing tenants for substantial rehabilitation for health and safety will be required to provide a copy of the notice to the City that was provided to the tenant and to indicate the temporary relocation plan for the tenant household. Failure to do so could result in revocation of the associated building permit and/or withholding of final inspection until compliant.

Resolution Setting Amounts of Temporary Relocation Assistance Payment and Administrative Fee

The proposed resolution would amend Resolution 14895 by setting temporary relocation assistance payment amounts and the administrative processing fee for the City's review of relocation assistance documentation.

The amount of the proposed temporary relocation assistance payment for substantial rehabilitation for health and safety is designed to cover the cost of temporary accommodations plus incidental costs. Under the City's existing permanent relocation assistance policy in the OZ, if the tenant is required to move before the end of the month, the property is required to pay an additional per diem stipend to help cover food and hotel lodging expenses. The stipend is currently set at \$150 per day, based on the Marin Economic Forum's 2019 report "[State of the Visitor Industry in Marin County](#)," which says that visitors spend a self-reported average of \$147 per person when they stay overnight in Marin County.

Updated data from Dean Runyon and Associates from October 2023 shows a substantial increase in current costs for overnight stays. People coming into Marin County that spend at least one overnight stay in Marin spend on average \$244 per person for lodging and food. During the summer season, this number can increase by as much as an additional 10-15%. Fiscal Year 2024 federal per diem rates for San Rafael from the U.S. General Services Administration allot \$189 for daily lodging excluding taxes and \$74 for meals and incidentals, for a total of \$263. Based on these numbers, staff recommend a

temporary relocation daily payment of \$250 for food and lodging during the first 29 days of displacement, since temporary displacement for less than 30 nights likely requires temporary lodging such as hotel/motel or short-term rental. For rehabilitation projects lasting longer than 29 days, the tenant may be able to execute a month-to-month rental lease agreement. For every day beyond the 29th day of the temporary displacement period, the tenant household would be entitled to a relocation assistance payment equal to the greater of (1) one thirtieth of the tenant's monthly lease rent, or (2) one thirtieth of the current monthly [Fair Market Rent](#), corresponding to the number of bedrooms in the unit. For example, the 2024 Fair Market Rent for a two-bedroom in Marin County is \$3,359 per month, or \$112 per day.

Given the cost of temporary relocation assistance payments, a property owner is incentivized to complete renovations swiftly and/or to plan the timing of rehabilitation when a comparable, code-compliant unit on the property is available.

The temporary anti-displacement ordinance would be in effect through December 31, 2026, at which time the OZ tax incentive benefits expire.

Property owners who are temporarily displacing tenants for substantial rehabilitation for health and safety will be required to provide a copy of the notice to the City that was provided to the tenant and to indicate the temporary relocation plan for the tenant household. Failure to do so could result in revocation of the associated building permit and/or withholding of final inspection until compliant.

The proposed resolution also includes the administrative fee to be paid by the property owner. The fee would cover the actual cost of City review of relocation assistance documentation, calculated using the fully burdened rate of staff reviewers and based on the time required for review. The fee would vary depending on the completeness and organization of the materials submitted. The fee would apply to owners submitting documentation for permanent and/or temporary relocation assistance. If adopted, the administrative fee would be included in the City's Master Fee Schedule.

Staff would evaluate outcomes of the proposed temporary anti-displacement ordinance and use that data to inform future policy recommendations. Outcomes that staff will track include:

- The number of substantial rehabilitations for health and safety requiring tenant relocation,
- The number of tenants placed in a comparable unit,
- The number of tenants who opt out of temporary relocation assistance and receive lump sum permanent relocation assistance,
- The number of tenants who receive the temporary relocation assistance payment,
- The average length of time required for rehabilitation, from building permit issuance to final inspection.

FISCAL IMPACT:

Under the proposed resolution, the City would charge an administrative fee, equal to the fully burdened rate of the staff reviewer, that covers the actual cost of staff review of temporary relocation assistance. The fee would also apply to staff review of permanent relocation assistance, since the administrative fee was not previously specified in Resolution 14895.

COMMUNITY OUTREACH:

Staff reached out to community-based organizations who serve tenants as well as real estate professionals to obtain their input on the proposed ordinance.

The City committed in its 2023-2031 Housing Element to evaluate and implement Citywide tenant protection policies, and the process to establish Citywide policies will include extensive stakeholder engagement.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the urgency ordinance and resolution.
2. Adopt the urgency ordinance and resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

1. Adopt an urgency ordinance amending Chapter 10.105 of the San Rafael Municipal Code, entitled "Cause Required for Eviction"; and amending Chapter 10.111 of the San Rafael Municipal Code, entitled "Relocation Assistance in Opportunity Zones."
2. Adopt a resolution amending Resolution 14895 to include temporary relocation assistance payment amounts and administrative processing fee pursuant to San Rafael Municipal Code Chapter 10.111 – Relocation Assistance in Opportunity Zones.

ATTACHMENTS:

1. Urgency Ordinance
2. Exhibit A to Urgency Ordinance
3. Resolution

ORDINANCE NO.

**AN URGENCY ORDINANCE OF THE CITY OF SAN RAFAEL CITY COUNCIL
AMENDING CHAPTER 10.105 OF THE SAN RAFAEL MUNICIPAL CODE,
ENTITLED “CAUSE REQUIRED FOR EVICTION”; AND AMENDING CHAPTER
10.111 OF THE SAN RAFAEL MUNICIPAL CODE, ENTITLED “RELOCATION
ASSISTANCE IN OPPORTUNITY ZONES”**

Section 1. Findings.

WHEREAS, Government Code sections 36934 and 36937 authorize ordinances to take effect immediately if they are for the immediate preservation of the public peace, health or safety, contain a declaration of the facts constituting the urgency, and are passed by a four-fifths vote of the City Council; and

WHEREAS, California Housing Partnership estimates there is a shortage of 9,694 affordable rental homes to accommodate low-income renters in Marin County; and

WHEREAS, California Housing Partnership estimates that rents in Marin County have been steadily increasing since 2009; and

WHEREAS, increasing rents combined with a housing shortage places substantial pressure on residents of the City of San Rafael who rent housing; and

WHEREAS, there are 24,385¹ residential units in San Rafael. Of those, approximately fifty-two percent (52%) are owner occupied and forty-eight percent (48%) are renter occupied; and

WHEREAS, a portion of San Rafael is located in U.S. Census Tracts 1122.03 and 1122.04, which are the sole U.S. Census Tracts designated a “Qualified Opportunity Zone” by the 2017 Tax Cuts and Jobs Act (the “Act”), within Marin County; and

WHEREAS, there are approximately 1,774² residential units in San Rafael’s Qualified Opportunity Zone; and

WHEREAS, seventy-nine percent (79%) of units in Census Tract 1122.03 are tenant occupied and ninety-three percent (93%) of units in Census Tract 1122.04 are tenant occupied; and

WHEREAS, the estimated median gross annual income of households living in Census Tracts 1122.03 and 1122.04 is \$94,038 and \$71,210, respectively, compared to

¹ Total Housing Units (+/-731 Margin of Error) (Owner occupied - +/-1.9% Margin of Error; Renter occupied +/-2.3% Margin of Error)

² Marin County Assessor’s Office

\$136,214 in Marin County³; and

WHEREAS, Census Tracts 1122.03 and 1122.04 have been identified as Low Resource (<https://belonging.berkeley.edu/2024-ctcachcd-opportunity-map>); and

WHEREAS, the Healthy Places Index (HPI), developed by the Public Health Alliance of Southern California, tracks 25 separate indicators of community health and wellbeing, including five indicators related to housing; and

WHEREAS, according to the HPI, Census Tracts 1122.03 and 1122.04 are in the bottom 5th percentile of census tracts statewide in terms of renters who spend more than 50% of their income on housing costs, while the City of San Rafael is in the 23rd percentile; and

WHEREAS, Qualified Opportunity Zones are designed to spur economic development in distressed communities throughout the country and U.S. possessions by providing tax benefits to investors who invest eligible capital into opportunity zones; and

WHEREAS, in order for taxpayers to defer tax on eligible capital gains under the Act, taxpayers must own and substantially improve property in a Qualified Opportunity Zone; and

WHEREAS, sale of residential properties in San Rafael's Qualified Opportunity Zone and substantial improvements to said properties are likely to result in displacement of residential tenants in the Canal neighborhood due to no fault terminations; and

WHEREAS, Section 1946.2 of the California Civil Code and existing provisions of the San Rafael Municipal Code allow for no fault terminations on the grounds that a landlord will perform substantial rehabilitations; and

WHEREAS, Section 1946.2(h)(2)(i)(1)(B) of the California Civil Code allows cities to adopt local ordinances that are more protective of tenants than Civil Code section 1946.2; and

WHEREAS, tenants in San Rafael's Qualified Opportunity Zone face a high risk of permanent displacement due to no fault terminations on the grounds that a landlord will perform substantial rehabilitations; and

WHEREAS, substantial rehabilitations can be performed without causing permanent displacement by temporarily relocating tenants for the duration of the substantial rehabilitation activities and allowing them to return once the substantial rehabilitation is complete; and

³ ACS 2022 5-year

WHEREAS, tenants who are temporarily displaced do not have adequate funds to cover the costs of temporary accommodation when they are forced to temporarily move due to substantial rehabilitation of their dwelling unit; and

WHEREAS, tenants who are temporarily displaced are forced to incur substantial costs related to temporary displacement, including, but not limited to, payments for temporary relocation to a motel, hotel, or other short-term accommodation; meals, if the temporary accommodation lacks cooking facilities; laundry, if the temporary accommodation lacks laundry facilities and the existing accommodation includes them; accommodations for lawful pets if the temporary accommodation does not accept pets; and other incidental costs; and

WHEREAS, families with children who are either dealing with or experiencing eviction tend to have worse health outcomes compared to those who are not facing eviction. Children from these families are more likely to experience negative consequences such as poorer health, developmental delays, homelessness, lack of access to food, and insufficient healthcare and childcare services, in comparison to the overall population⁴; and

WHEREAS, household evictions are correlated with various negative outcomes, including reductions in earnings, job loss, increased debt, periods of housing instability, overdue bills, and health issues severe enough to require hospitalization. This impact is particularly pronounced among already marginalized groups in the United States, such as Black families and women with children⁵; and

WHEREAS, mothers who are evicted experience higher levels of material hardship and parenting stress and are more likely to suffer from depression and to report their health and that of their children as being poor, and the impacts of eviction can endure for years with research showing in some families at least two years after their eviction that mothers experienced significantly higher rates of material hardship and depression than their peers⁶; and

WHEREAS, evictions of long-term residents can lead to significant decreased credit scores for individuals ages 65 years or older compared to their counterparts who are able to stay, with an average credit score 14.6 points lower⁷; and

⁴ Diana B. Cutts, Stephanie Ettinger de Cuba, Allison Bovell-Ammon, Chevaughn Wellington, Sharon M. Coleman, Deborah A. Frank, Maureen M. Black, Eduardo Ochoa, Mariana Chilton, Félice Lê-Scherban, Timothy Heeren, Lindsey J. Rateau, Megan Sandel; Eviction and Household Health and Hardships in Families With Very Young Children. *Pediatrics* October 2022; 150 (4): e2022056692. 10.1542/peds.2022-056692

⁵ Collinson, R., Humphries, J. E., Mader, N. S., Reed, D. K., Tannenbaum, D. I., van Dijk, W. (2022, August). Eviction and poverty in American cities. NBER Working Paper 30382.

⁶ Desmond, Matthew & Kimbro, Rachel. (2015). Eviction's Fallout: Housing, Hardship, and Health. *Social Forces*.

⁷ Ding, L., & Hwang, J. (2016). The Consequences of Gentrification: A Focus on Residents' Financial Health in Philadelphia. *Cityscape*, 18(3), 27-56.

WHEREAS, by 2035, the number of older households with a disability nationwide will increase by 76 percent to reach 31.2 million, placing tremendous pressure on the supply of ADA-compliant rental housing, making it increasingly difficult for renters with disabilities to find suitable housing after a no-fault eviction⁸; and

WHEREAS, numerous California jurisdictions have recognized that the impacts of these no-fault evictions are particularly significant on elderly, disabled, and low-income tenants and tenants with minor children, justifying additional payments for households with these tenants; and

WHEREAS, this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to, but not limited to, the following CEQA Guidelines: § 15061 (b)(3) (no significant environmental impact), and § 15183 (consistent with the general plan and zoning); and

WHEREAS, this Ordinance is expressly authorized by State law because the Ordinance provides for more protective no fault termination protections than section 1946.2 of the California Civil Code, which was adopted pursuant to the Tenant Protection Act of 2019 and is therefore more protective than the Act, and because this Ordinance provides tenant protections that are neither prohibited by nor established by other provisions of applicable law; and

WHEREAS, it is the intent of the City Council to consider adoption of a permanent tenant protection ordinance in the future, and in light of impending rent increases on tenants as well as impending risks of evictions and displacement, this Ordinance will provide time for the City to consider a permanent ordinance; and

WHEREAS, for the reasons set forth above, this Ordinance is declared by the City Council to be necessary for preserving the public peace, welfare, health and safety and to avoid a current, immediate and direct threat to the peace, health, safety or welfare of the community and the recitals above taken together constitute the City Council's statement of the reasons for adopting this Ordinance on an urgency basis.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

Section 2: Amendments to Chapter 10.105 of the San Rafael Municipal Code.

Subsection C – No Fault Terminations, of section 10.105.040 – Cause Required to Terminate Tenancy, of Chapter 10.105 – Cause Required for Eviction, of Title 10 - Businesses, Professions, Occupations, Industries and Trades, of the San Rafael Municipal Code, is hereby amended to read as follows (additions in underline, deletions in ~~strikethrough~~):

⁸ Joint Center for Housing Studies of Harvard University. (2016). Projections and Implications for Housing a Growing Population: Older Households 2015-2035. <https://www.jchs.harvard.edu/research-areas/reports/projections-and-implications-housing-growing-population-older-households-2015>

- C. No Fault Terminations. If a landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as "no fault:"
1. Landlord will Permanently Remove Unit from Rental Market. Landlord will imminently demolish the dwelling unit or otherwise permanently remove the dwelling unit from any residential rental use or purpose, in accordance with California Government Code sections 7060—7060.7;
 2. Landlord will Move in to Dwelling Unit. Landlord, or one (1) of landlord's family members, including parents, children, brothers, sisters, aunts, uncles, nieces, and/or nephews, intends to move into and reside in the dwelling unit as their primary residence. The dwelling unit must be occupied as the primary residence within three (3) months of the tenant household vacating the dwelling unit, and the dwelling unit must continue to be occupied as the primary residence for at least one (1) year;
 3. Substantial Rehabilitation for Health and Safety. Landlord has ~~applied for or~~ obtained permits to ~~undertake substantial repairs to the dwelling unit that cannot be completed while the dwelling unit is occupied.~~ for a "Substantial rehabilitation for health and safety," as that term is defined by section 10.111.020. Before terminating a tenancy under this subsection, a landlord must comply with the provisions of Section 10.111.050, including providing to a tenant household all rights and benefits to which it is entitled pursuant to section 10.111.050; To qualify, such substantial repairs must be for the primary purpose of bringing the dwelling unit into compliance with applicable law;
 4. Tenant's Refusal to Execute Lease. Tenant refuses to accept a lease at the outset of the tenancy, or to renew a lease on terms substantially similar to the tenant's existing lease.

Subsection C – Delivery of notice, of section 10.105.050 – Notice of termination, of Chapter 10.105 – Cause Required for Eviction, of Title 10 - Businesses, Professions, Occupations, Industries and Trades, of the San Rafael Municipal Code, is hereby amended to read as follows (additions in underline, deletions in ~~striketrough~~):

- C. Delivery of Notice. Each notice of termination must be delivered to the tenant household in accordance with Civil Code sections 1946, 1946.1, and 1946.4,2 as applicable.

Section 3: Amendments to Chapter 10.111 of the San Rafael Municipal Code.

Chapter 10.111 – Relocation Assistance in Opportunity Zones, of Title 10 - Businesses, Professions, Occupations, Industries and Trades, of the San Rafael Municipal Code, is amended as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (additions in underline, deletions in ~~striketrough~~).

Section 4. Applicability to Future and Pending Terminations. This Ordinance shall apply where the termination of a tenancy pursuant to section 10.105 of the San Rafael Municipal Code has not been finalized as of the effective date of this ordinance.

Section 5. Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 6. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment, and pursuant to CEQA Guidelines section 15183 (consistent with the general plan and zoning).

Section 7. Effective Date. This Ordinance is declared to be an Urgency Ordinance by authority conferred on the City Council of the City of San Rafael by Government Code Sections 36934 and 36937 and shall be in full force and effect immediately upon its adoption by a four-fifths vote of the City Council.

Section 8. Term of Urgency Ordinance. This Urgency Ordinance shall be in effect until the earlier of: (1) the date this Urgency Ordinance is rescinded or terminated by the City Council of the City of San Rafael; or (3) December 31, 2026.

Section 9. Publication. The City Clerk shall cause a summary of this Urgency Ordinance to be published or posted as required by law.

Kate Colin, Mayor

ATTEST:

Lindsay Lara, City Clerk

I, LINDSAY LARA, City Clerk of the City of San Rafael, certify that the foregoing Ordinance was passed by the City Council of the City of San Rafael, California, by a vote of at least four-fifths (4/5) of the members thereof, at a regular meeting held on Monday, the 15th day of April 2024, by the following vote, to wit:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

LINDSAY LARA, City Clerk

Chapter 10.111 RELOCATION ASSISTANCE IN OPPORTUNITY ZONES

10.111.010 Purpose and intent.

It is the purpose and intent of this chapter to help mitigate the adverse health, safety and economic impacts experienced by residents of rental housing who are displaced from their residences due to temporary relocations and no fault terminations of their tenancies. This chapter requires a property owner to mitigate the impact on these residents by providing relocation assistance benefits to residents located within U.S. Census Tracts 1122.03 and 1122.041122.04, which ~~has~~ have been designated a "Qualified Opportunity Zone" by the 2017 Tax Cuts and Jobs Act.

10.111.020. Definitions.

For purposes of this chapter, unless the context clearly requires a different meaning, the words, terms, and phrases set forth in this section shall either have the meanings set forth in section 10.105.030 of this Code, or below, as applicable:

- A. "Comparable onsite unit" means a unit located in the same development as the unit from which a household is displaced and which is comparable to the household's existing unit, as determined by the Director.
- B. "Comparable offsite unit" means a unit located within San Rafael city limits which is comparable to a household's existing unit, as determined by the Director.
- AC. "Disabled" means a person with a disability, as defined in Section 12955.3 of the Government Code.
- BD. "Elderly" means a person sixty-two (62) years or older.
- CE. "Lease" means any tenancy contract between a tenant household and a landlord or property owner for a specified time, in return for a periodic payment.
- DE. "Minor child(ren)" means a person(s) who is eighteen (18) years or younger at the time the notice of relocation assistance is provided to the tenant household.
- EG. "No fault termination" shall have the meaning set forth in section 10.105.040(C) of this Code.
- H. "Original unit" means the unit occupied by a tenant household before being temporarily or permanently displaced.
- F. ~~"Relocation".~~ "Permanent relocation assistance" means the payment issued to a tenant household which household will be evicted from a dwelling unit pursuant to a "no fault termination."

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- GJ. “Substantial rehabilitation for health and safety” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place, that requires the tenant to vacate the residential real property for at least thirty (30) days, and that are undertaken for the primary purpose of bringing the dwelling unit into compliance with applicable law. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as “substantial rehabilitation for health and safety.”
- K. “Temporary displacement period” means the period beginning the day that a tenant household is displaced from a unit due to a substantial rehabilitation for health and safety and ending the day that a tenant household permanently returns to its original unit once the rehabilitation is completed.
- L. “Temporary relocation assistance” means the payment(s) issued to a tenant household which household will be temporarily displaced from a dwelling unit due to “substantial rehabilitation for health and safety” of the unit.
- M. “Tenancy” means the use or occupancy of a dwelling unit by a tenant.

10.111.030 Eligibility for temporary or permanent relocation assistance.

- A. A tenant household shall be eligible for temporary or permanent relocation assistance pursuant to this chapter if:
1. The tenant household has continually occupied a dwelling unit for a period of thirty (30) days or more; and
 2. The tenant household occupies a dwelling unit located within U.S. Census Tract 1122.034 or 1122.04 as those tracts existed on April 15, 2024, and shown in the shaded areas of Map 10.111.030.

Map ~~10.111.030~~

[Delete image.]

- B. A tenant household shall not be eligible to receive temporary or permanent relocation assistance pursuant to this chapter if the tenant household is subject to a "for cause termination" pursuant to subsection (B) of section 10.105.040 of this Code.

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- C. A tenant household that is eligible to receive temporary or permanent relocation assistance pursuant to this chapter shall not be eligible to receive relocation assistance pursuant to the provisions of section 14.16.279 of this Code.

10.111.040 Requirement to provide temporary or permanent relocation assistance.

- A. Temporary Relocation Assistance. If the termination of the tenancy subject to this chapter would qualify as a “no fault termination” because of “substantial rehabilitation for health and safety” pursuant to subsection (C)(3) of Section 10.105.040 of this Code, the landlord of the dwelling unit shall, regardless of the household’s income, provide temporary relocation assistance in accordance with the provisions of this chapter.
- B. Permanent Relocation Assistance. If the termination of a tenancy subject to this chapter qualifies as a “no fault termination” pursuant to subsection (C) of Section 10.105.040 of this Code, the landlord of the dwelling unit subject to the no fault termination shall, regardless of the tenant household's income, provide permanent relocation assistance in accordance with the provisions of this chapter.

10.111.050 Temporary displacement for substantial rehabilitations for health and safety; Relocation assistance calculation and procedures.

~~Relocation assistance shall be subject to the following:~~

- A. Temporary Displacement of Tenant Households for Substantial Rehabilitations for Health and Safety. A tenant household that is eligible for temporary relocation assistance pursuant to this chapter may be temporarily displaced during substantial rehabilitations for health and safety. The tenant household shall be entitled to the following during and after the temporary displacement period, as set forth more fully in this section: (1) the continuation of the existing tenancy, and (2) a right to return to the original unit.
1. Continuation of Existing Tenancy. The tenant household shall remain responsible to pay to the landlord rent which falls due for the tenant household's original unit during the temporary displacement period. Continued payment of rent constitutes the continuation of the household's tenancy.
 - a. Notwithstanding subsection (A)(2) of this section, should a tenant household fail to pay the landlord rent which falls due for the tenant household’s original unit during the temporary displacement period, the landlord may initiate the process to terminate the tenancy per subsection (B)(1) of Section 10.105.040 (for cause terminations – failure to pay rent). A tenant household whose tenancy is terminated for cause shall have no right to return, no continued right to

temporary relocation assistance, and no right to permanent relocation assistance as set forth in this section.

2. Right to Return to Original Unit. The temporarily displaced tenant household shall have the right to reoccupy its original unit upon the completion of the substantial rehabilitation for health and safety and shall retain all rights of tenancy that existed prior to the displacement.
- B. Temporary Relocation Assistance. In addition to the rights conferred by subsection (A) of this section, a tenant household that has been temporarily displaced during substantial rehabilitations for health and safety shall be eligible for temporary relocation assistance during the temporary displacement period.
1. Type of Assistance. When a landlord conducts substantial rehabilitations for health and safety, before attempting to proceed with a no fault termination pursuant to subsection (C)(3) of Section 10.105.040, a landlord shall offer to provide displaced tenants with temporary relocation assistance. A landlord shall also offer to provide temporary relocation assistance when conducting rehabilitations that require a displacement of less than thirty (30) days but would otherwise qualify as a substantial rehabilitation for health and safety. Temporary Relocation Assistance shall be offered as follows.
 - a. Per diem assistance.
 - i. A landlord shall offer to pay to the household in weekly increments per diem relocation costs in the amounts set forth by separate resolution of the City Council.
 1. The per diem amount shall be calculated to include compensation for temporary relocation to a motel or hotel accommodation which is safe, sanitary, located in San Rafael and contains standard amenities such as a telephone; meals, if the temporary accommodation lacks cooking facilities; laundry, if the rental property included laundry facilities; and accommodations for lawful pets if the temporary accommodation does not accept pets.
 - ii. If the tenant household accepts the offer and the temporary displacement period will exceed twenty-nine (29) days, the landlord shall prepay to the household in weekly increments the applicable per diem amount during the temporary displacement period and the landlord shall not proceed with a no fault termination pursuant to subsection (C)(3) of Section 10.105.040.
 - iii. If the tenant household rejects the offer, the landlord may proceed with a no fault termination pursuant to subsection

(C)(3) of Section 10.105.040. In such case, all the requirements regarding no fault terminations shall apply, including requirements to provide permanent relocation assistance.

b. Comparable onsite unit or comparable offsite unit.

- i. As an alternative to offering per diem assistance, a landlord may offer to provide the tenant household with a comparable onsite unit or a comparable offsite unit for the duration of the temporary displacement period. In such case, the landlord has no obligation to offer per diem assistance.
- ii. If the tenant household accepts the offer, the landlord shall allow the tenant household to reside in the comparable onsite unit or comparable offsite unit at no cost during the temporary displacement period and the landlord shall not proceed with a no fault termination pursuant to subsection (C)(3) of Section 10.105.040.
- iii. If the tenant household rejects the offer and the temporary displacement period will exceed twenty-nine (29) days, the landlord may proceed with a no fault termination pursuant to subsection (C)(3) of Section 10.105.040. In such case, all the requirements regarding no fault terminations shall apply, including requirements to provide permanent relocation assistance.

2. Notice of Temporary Relocation Assistance.

- a. Not less than sixty (60) days before the date on which a household will be required to temporarily vacate its original unit, the landlord shall provide a notice of relocation assistance to the tenant household that will be temporarily relocated. A shorter notice period may be permitted at the Director's discretion in emergency situations.
- b. The notice of relocation assistance shall be in the same language and/or dialect as the rental agreement was negotiated.
- c. The notice of relocation assistance shall contain the following:
 - i. A statement that the landlord intends to substantially rehabilitate for health and safety or intends to conduct rehabilitations that require a displacement of less than thirty (30) days but would otherwise qualify as a substantial rehabilitation for health and safety.
 - ii. A description of the rehabilitation to be completed and the estimated relocation period.

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- iii. The type and/or amount of the temporary relocation assistance payment offered as required by subsection (B)(1) of section 10.111.050.
 - iv. The amount of the permanent relocation assistance payment that would be required if the tenant were permanently displaced, itemized in the manner set forth in subsections (a) through (d) of subsection (C)(1) of section 10.111.050 regarding calculation of relocation assistance.
 - v. The date by which the first temporary relocation assistance payment will be delivered to the tenant household, and the dates upon which subsequent payments will be delivered.
 - vi. A copy of San Rafael Municipal Code Chapter 10.111.
3. Certification of Temporary Relocation Assistance and Administrative Fee. Within ten (10) days of issuance of a notice of temporary relocation assistance pursuant to subsection (B)(2) of section 10.111.050 of this chapter, the landlord shall submit to the city's community development department a completed certification of relocation assistance on a form approved by the city along with an administrative fee in an amount set forth by separate resolution of the city council, which fee shall offset the costs in administering this chapter.

The certification of temporary relocation assistance shall include the following information:

- a. The address of each dwelling unit in the rental property that will be temporarily relocated;
 - b. The monthly rent for each of those dwelling units; and
 - c. The name of every person the landlord considers to be a resident under an oral lease, written lease, or other rental agreement.
4. Payment of Temporary Relocation Assistance.
 - a. The date of the first temporary relocation assistance payment must be on or before the first day of the temporary displacement period.
 - b. Temporary relocation assistance shall be paid per tenant household, not per tenant.
 5. Verification of Payment of Temporary Relocation Assistance. At least fifteen (15) days before the start of the temporary displacement period, the city must receive from the landlord a relocation plan on a form approved by the Director and signed by the tenant. Failure to submit verification may result in revocation of the permits required to perform the substantial rehabilitation for health and safety.

C. Permanent Relocation Assistance:

1. Calculation of Permanent Relocation Assistance. A tenant household that is eligible to receive permanent relocation assistance pursuant to this chapter shall be entitled to a permanent relocation assistance payment equal to the sum of the following:

4a. First and Last Month's Rent. Payment for first and last month's rent shall be equal to two (2) times the greater of (1) the rent established by a lease between the landlord and the tenant household, or (2) the current Fair Market Rent published annually by the U.S. Department of Housing and Urban Development for the San Francisco, CA HUD Metro FMR Area, corresponding to the number of bedrooms in the subject dwelling unit; and

2b. Security Deposit. Payment for a security deposit shall be established by city council resolution and based upon the number of bedrooms in the property; and

3c. Moving Expenses. Payment for moving expenses shall be established by city council resolution and based on the number of bedrooms in the property; and

4d. Per Diem. A per diem payment for each day remaining in the calendar month in which the tenancy is terminated. The per diem amount shall be established by city council resolution, to compensate for costs such as short-term rental accommodations, meals, and other related costs, and based upon tenant household size; and

5e. Supplemental Payments. Tenant households that qualify for the supplemental payment categories set forth in this subsection shall receive up to one (1) supplemental payment. Supplemental payments shall be equal to one (1) month's rent calculated using the greater of (1) the monthly rent established by a lease between the landlord and the tenant household; or (2) the current Fair Market Rent published annually by the U.S. Department of Housing and Urban Development for the San Francisco, CA HUD Metro FMR Area, corresponding to the number of bedrooms in the subject dwelling unit.

Supplemental payment categories include:

aj. Tenant households with minor child(ren). Households with at least one minor child(ren).

bj. Tenant households with elderly individual. Households with at least one elderly individual.

eij. Tenant households with disabled individual. Households with at least one disabled individual.

B2. Notice of Permanent Relocation Assistance.

4a. Not less than sixty (60) days before a tenancy is terminated pursuant to subsection (C) of section 10.105.040, the landlord shall provide a Notice of relocation assistance to the tenant household whose tenancy will be terminated.

2b. The notice of relocation assistance may be provided along with or incorporated within the notice of termination required pursuant to section 10.105.050.

3c. The notice of relocation assistance shall be in the same language and/or dialect as the rental agreement was negotiated.

4d. The notice of relocation assistance shall contain the following:

a. The amount of the relocation assistance payment itemized in the manner set forth in subsections (4a) through (4d) of subsection (AC)(1) of section 10.111.050 regarding calculation of relocation assistance;

b. A statement informing the tenant household that it may submit evidence of eligibility for a supplemental payment pursuant to subsection (5e) of subsection (AC)(1) of section 10.111.050 of this Code within twenty-one (21) days of receipt of the notice of relocation assistance.

c. The date by which the relocation assistance payment will be delivered to the tenant household; and

d. A copy of San Rafael Municipal Code Chapter 10.111.

3. Certification of Permanent Relocation Assistance and Administrative Fee. Within ten (10) days of issuance of a notice of permanent relocation assistance pursuant to subsection (BC)(2) of section 10.111.050 of this chapter, the landlord shall submit to the city's community development department, a completed certification of relocation assistance on a form approved by the city along with an administrative fee in an amount set forth by separate resolution of the city council, which fee shall offset the costs in administering this chapter.

The certification of permanent relocation assistance shall include the following information:

4a. The address of each dwelling unit in the rental property that is subject to the no-fault termination;

2b. The monthly rent for each of those dwelling units; and

3c. The name of every person the landlord considers to be a resident under an oral lease, written lease, or other rental agreement.

D4. Payment of Permanent Relocation Assistance.

4a. Not less than thirty (30) days before the final date of the terminated tenancy, the landlord shall deliver, via certified mail or personal service, to the address of the terminated tenancy, the relocation assistance required by this chapter.

2b. The relocation assistance payment shall be equal to the sum of the amounts required by subsections (4a) through (4d) of subsection (AC)(1) of section 10.111.050, and shall include the amount set forth in subsection (5e) of subsection (AC)(1) of section 10.111.050 if the tenant household has provided timely evidence of eligibility for a supplemental payment. The owner must keep all such evidence and documents submitted by the tenant household confidential.

3c. Relocation assistance shall be paid per tenant household, not per tenant.

4d. Relocation assistance shall be paid via check or cashier's check made out to the person(s) who are named on the lease for the terminated tenancy.

E5. Verification of Payment of Permanent Relocation Assistance. At least fifteen (15) days before the date that a tenant household will be required to vacate issuance of demolition permits, building permits or other city permits and/or entitlements that would result in no fault termination subject to Chapter 10.105 of this Code, the city must receive verification from the landlord of the property seeking said permits and/or entitlements that all relocation assistance required pursuant to this chapter has been paid. This verification shall be submitted in a form approved by the Director community development department. Failure to submit verification may result in revocation of the permits required to perform the substantial rehabilitation for health and safety.

10.111.060 Notices.

Whenever any notice or other communication is required by this chapter to be served on, provided, given or delivered to, or filed with, any person, that notice or communication may be communicated by personal delivery, certified mail, first class mail, e-mail, or any other similar method that will provide a written record of the notice or communication.

10.111.080070 Failure to comply—Private right of action.

Any attempt to recover possession of a rental unit in violation of this chapter shall render a landlord liable to the tenant for damages permitted by law in a civil action for wrongful eviction. A tenant may also seek injunctive relief and money damages for wrongful eviction and/or failure to pay relocation assistance, including failure to pay a supplemental payment where the tenant household has timely submitted evidence of eligibility for a supplemental payment pursuant to subsection (5e) of subsection (AC)(1)

of section 10.111.050 of this Code. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

10.111.~~090~~080 Expiration on termination of federal opportunity zone designation.

This chapter is intended to provide assistance to renters experiencing higher risks of displacement and renters affected by the opportunity zone designation authorized by the 2017 Tax Cuts and Jobs Act. At such time as the opportunity zone designation is lifted from Census Tract 1122.03 and 1122.04 ~~1122.04~~ or the Act is amended so as to not provide its stated tax benefits to investments within Census Tract 1122.03 and 1122.04~~1122.04~~, the provisions of this Chapter shall expire and become null and void. The city council shall repeal this chapter should it expire by the terms of this section.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AMENDING RESOLUTION 14895 TO INCLUDE TEMPORARY RELOCATION
ASSISTANCE PAYMENT AMOUNTS AND ADMINISTRATIVE PROCESSING FEE
PURSUANT TO SAN RAFAEL MUNICIPAL CODE CHAPTER 10.111 –
RELOCATION ASSISTANCE IN OPPORTUNITY ZONES**

WHEREAS, on March 15, 2021, the City Council adopted Ordinance No. 1992, adding Chapter 10.111 – Relocation Assistance in Opportunity Zones to the San Rafael Municipal Code (“SRMC”); and

WHEREAS, each of the findings and recitals set forth in Ordinance No. 1992 is incorporated herein by this reference; and

WHEREAS, Ordinance No. 1992 establishes the calculation for permanent relocation assistance payments and requires that the permanent relocation assistance required by the Ordinance include payments for security deposit, moving expenses, and per diem; and

WHEREAS, on March 15, 2021, the City Council adopted Resolution 14895, establishing the payment amounts for security deposit, moving expenses, and per diem; and

WHEREAS, on April 15, 2024, the City Council adopted Ordinance _____, an urgency ordinance providing for temporary relocation of tenants in cases of substantial rehabilitation for health and safety for properties in the Canal Opportunity Zone; and

WHEREAS, Ordinance _____ requires a property owner to provide temporary relocation assistance payments or a comparable unit during the temporary displacement period; and

WHEREAS, temporary displacement for less than 30 nights requires temporary lodging or short-term rental; and

WHEREAS, October 2023 data from Dean Runyon and Associates found that visitors to Marin County spend on average \$244 per person for lodging and food when they stay overnight, with this number increasing by as much as an additional 10-15% during the summer season; and

WHEREAS, Fiscal Year 2024 federal per diem rates for San Rafael from the U.S. General Services Administration allot \$189 for daily lodging excluding taxes and \$74 for meals and incidentals, for a total of \$263; and

WHEREAS, for rehabilitation projects lasting longer than 29 days, a displaced tenant may be able to execute a month-to-month rental lease agreement; and

WHEREAS, the U.S. Department of Housing and Urban Development publishes the Fair Market Rent (FMR) annually for the San Francisco, CA HUD Metro FMR Area, corresponding to the number of bedrooms in a dwelling unit; and

WHEREAS, City staff time is required to review relocation assistance documentation submitted by property owners.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby amends Resolution 14895 as follows:

SECTION 1. SECURITY DEPOSIT

If permanently displaced through a no fault termination, aA tenant household shall be entitled to a security deposit payment in an amount equal to the greater of (1) the monthly rent established by the lease between the landlord and the tenant household as defined in SRMC Chapter 10.111, or (2) the current Fair Market Rent (FMR) published annually by the U.S. Department of Housing and Urban Development for the San Francisco, CA HUD Metro FMR Area, corresponding to the number of bedrooms in the subject dwelling unit.

SECTION 2. MOVING EXPENSES

If permanently displaced through a no fault termination, aA tenant household shall be entitled to the following moving expense payment:

	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
Moving Expenses	\$ 500	\$ 500	\$ 750	\$ 1,000	\$ 1,500

SECTION 3. PER DIEM

If permanently displaced through a no fault termination, aA tenant household shall be entitled to a per diem equal to one hundred fifty dollars (\$150) for every day between the eviction date and the start of the next calendar month.

SECTION 4. MONTHLY RENT. Where this Resolution and Ordinance No. 1992 refer to “rent established by the lease between the landlord and the tenant household,” said “rent” shall be calculated as the highest monthly rental amount paid to the landlord by the tenant household within the year prior to issuance of a Notice of Relocation Assistance.

SECTION 5. TEMPORARY RELOCATION ASSISTANCE PAYMENT

If a tenant household is temporarily displaced for substantial rehabilitation for health and safety and is not offered a comparable unit, the tenant household shall be entitled to the following payment:

- ii. \$250 per day for the first 29 days of the temporary displacement period.

- ii. For each day beyond the 29th day of the temporary displacement period, the greater of (1) one thirtieth (1/30) of the monthly rent established by the lease between the landlord and the tenant household, or (2) one thirtieth (1/30) of the current monthly Fair Market Rent (FMR) published annually by the U.S. Department of Housing and Urban Development for the San Francisco, CA HUD Metro FMR Area, corresponding to the number of bedrooms in the subject dwelling unit.

SECTION 6. ADMINISTRATIVE FEE

The property owner shall pay an administrative fee covering the actual cost of City review of relocation assistance documentation. The fee will be calculated using the fully burdened rate of staff reviewers and based on the time required for review.

SECTION 57. REPORTING

1. Not less than annually, the Community Development Department shall provide an update and report to the City Council on pending Opportunity Zone projects. Where possible, these updates and reports shall use publicly available information, including but not limited to Planning and Building Applications for residential development projects which may trigger a temporary relocation or no-fault eviction;
2. Number of “Notice of Relocation Assistance” filings;
3. Number of “Certification of Relocation Assistance” filings;
4. Renter Relocation Assistance Administrative fee payments; and,
5. Requests for Supplemental Renter Relocation Assistance.

SECTION 68. AMENDMENT

This Resolution and the amounts set forth in this Resolution may be amended by the City Council in their sole discretion and at any time to ensure that the Resolution and the amounts set forth herein are appropriate and effective.

I, LINDSAY LARA, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 15th day of April 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Lindsay Lara, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development
City Attorney

Prepared by: Chris Hess, Assistant CDD
Director
Genevieve Coyle,
Assistant City Attorney

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be 'CH', is written over the City Manager Approval line.

TOPIC: ORDINANCE REGULATING CAMPING ON PUBLIC PROPERTY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING CHAPTER 19.50 TO THE SAN RAFAEL MUNICIPAL CODE, ENTITLED "CAMPING ON PUBLIC PROPERTY" REGULATING CAMPING ON PUBLIC PROPERTY WITHIN THE CITY OF SAN RAFAEL

EXECUTIVE SUMMARY:

Staff recommends that the City Council adopt an ordinance amending the City's regulation of camping on public property. In July 2023, the City Council adopted [Ordinance No. 2030](#) setting new spacing and density rules for camping on public property by persons with no alternative shelter available. Among the new rules, codified in Chapter 19.50 of the San Rafael Municipal Code ("SRMC"), a campsite, including all camp facilities and personal property, have been limited to an area of 100 sq. ft. for one person and 200 sq. ft. for more than one person and cannot be located within 200 ft. of another campsite. Also, for properties where camping is absolutely prohibited, two new restrictions were applied: i) no camping within 100 ft. of a playground, and ii) no camping within 10 ft. of public utility infrastructure. The new rules were intended to mitigate the significant public health and safety impacts and hazards that are associated with encampments in the City, where groups of persons camp at one location or in close proximity to one another, and the adverse impact of waste, trash and other debris that is discarded or left unattended on public property.

Three days before [Ordinance No. 2030](#) was to go into effect, several persons living on the Mahon Creek Path filed a lawsuit in the U.S. District Court of the Northern District of California to challenge the legality of the ordinance. The case is *Boyd et al. v. City of San Rafael*, N.D. Cal., Case No. 23-cv-04085-EMC ("*Boyd*"). Following a brief Temporary Restraining Order ("TRO"), which paused the City's ability to enforce its ordinance, Judge Edward Chen issued a [Preliminary Injunction Order](#) ("PI Order") under which the City has been permitted to enforce its ordinance under Court-modified rules. These rules have been operationally impractical to implement, particularly as they involve the procedures to administer the density and spacing requirements of the PI Order.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Staff recommend that the City Council adopt amendments to its camping regulations. Among other changes, the amended ordinance would permit campsites of up to 200 sq. ft. for one person and 400 sq. ft. for up to 4 persons camping together. The amended ordinance would eliminate the 200 ft. spacing requirement, requiring only a 10-foot safety buffer zone around each campsite for ingress/egress and to mitigate fire danger. An enforcement section is also included in the amended ordinance, specifying notice and due process requirements. With these changes to the ordinance, the City's goal is to effectively regulate and enforce camping laws for the health and safety of all of the public, including residents who are experiencing homelessness, and to refocus the City's limited staff time and resources towards developing more interim shelter options and long-term housing solutions.

RECOMMENDATION:

Introduce and waive further reading of an ordinance amending Chapter 19.50 to the San Rafael Municipal Code regulating camping on public property.

BACKGROUND:

The City's Response to Homelessness in the Community

The City of San Rafael seeks to end homelessness through partnerships and policies that create housing and shelter for our residents with the fewest options and has made ending homelessness one of its key [Goals and Objectives](#) for FY 23-25.

City and County staff and nonprofit partners working to end homelessness have successfully housed hundreds of individuals experiencing homelessness in the City in permanent supportive housing. Unfortunately, the overall number of individuals experiencing homelessness in the City, County, and region remains high as additional community members lose their housing and fall into homelessness. There are 107 shelter beds in the City for 348 total homeless individuals, according to the January 2022 [Point In Time Count](#), leaving hundreds of unsheltered homeless individuals sleeping in tents, vehicles, and other locations. Some individuals experiencing homelessness in the City, like in many other cities throughout California, have established campsites on public property. This is most acutely concentrated along the Mahon Creek Path and surrounding areas on Francisco Blvd. West and Andersen Drive, where approximately 70 individuals live in large encampments.

Some of the City's recent efforts to assist residents experiencing homelessness have included:

- Specialized Assistance For Everyone (SAFE) Team. City-funded Alternative Response Team three-year pilot (\$775K annually): Petaluma People Services Center provides mobile crisis response to the community, especially to vulnerable populations, 12 hours/day and 7 days/week. The program dispatches a crisis intervention worker with an emergency medical technician to respond to certain emergencies, such as suicide prevention and psychiatric emergencies, instead of law enforcement. In its first year of operations, SAFE diverted more than 250 calls from ambulances, emergency departments, and jails. Of SAFE's 1,690 calls where homelessness status data was collected, 1,070 of these calls (63.3%) were responses to individuals experiencing homelessness.
- Affordable Housing Trust Fund contributions to 190 Mill Street (~\$1.1M) and 3301 Kerner Boulevard (~\$2.1M), projects that together provide 40 shelter beds and 75 units of permanent supportive housing.
- Funding housing navigation, outreach, and employment readiness services in the City. Contracts include case management services through the County regional program for frequent utilizers of emergency services who are unhoused (\$260K), an Encampment

Resolution Funding Round 1 grant (ERF-1, \$522K awarded), Downtown Streets Team cleanup efforts in the Downtown area and at encampments in the City (\$200K), and Dignity on Wheels mobile showers (\$36K).

- City and County are jointly funding a Housing-Based Case Manager to work with individuals at the Mahon Creek Path.
- City staff and nonprofit organization partners conducted a survey of individuals staying at the City's encampments, using [survey results](#) to plan funding and program strategies.
- Encampment Resolution Funding Round 2 (ERF-2, \$250K awarded) grant awarded to the City in June 2023, currently being deployed. Marin County and the City recently jointly applied for Encampment Resolution Funding Round 3 (ERF-3, \$5.9M application pending).
- Community Mental Health Liaison, Homelessness and Housing Analyst Position, and Assistant Director of Community Development: full-time City staff positions that conduct outreach to populations experiencing homelessness, ensure adequate resource referral, and work collaboratively with the organizations providing services within the City, administer funding, and implement policy.
- Participating in the Countywide Coordinated Entry System, which has housed 700+ people since its launch in 2017.
- As the Mahon Creek Path Area encampment area has grown, the City has added six portable restrooms and handwashing stations (two of these are ADA restrooms) and provides garbage collection and hauling services to the encampment.

Marin County and the City jointly applied for \$5.9M in State Encampment Resolution Funding Round 3 (ERF-3) in January 2024. If awarded, the grant would add contracts for one full-time outreach staff and 3 full-time case managers for the Mahon Creek Path Area encampment, provide funding for housing transitions, and fund at least two years of interim housing operations. The ERF-3 grant would fund security, sanitation, and cleanup efforts, including mobile showers and portable bathrooms. These funds would facilitate the City's ability to establish a safe camping area with services designed to place individuals more quickly on a path to housing.

Ordinance No. 2030 Regulating Camping on Public Property

In July 2023, the City Council adopted [Ordinance No. 2030](#), codified in Chapter 19.50 of the San Rafael Municipal Code ("SRMC"), setting new rules for camping on public property. Ordinance No. 2030 kept pre-existing prohibitions on camping on specific public property, including open space, city parking garages, and other properties, and added new restrictions for playgrounds and public utility infrastructure. Otherwise, camping is allowed by persons with no alternative shelter available.

Among the changes, [Ordinance No. 2030](#) added spacing and density restrictions to mitigate the significant public health and safety impacts and hazards that are associated with encampments in the City, where groups of persons camp at one location or in close proximity to one another and the adverse impact of waste, trash and other debris that is discarded or left unattended on public property. Under [Ordinance No. 2030](#), a campsite, including all camp facilities and personal property, has been limited to an area of 100 sq. ft. for one person and 200 sq. ft. for more than one person and cannot be located within 200 ft. of another campsite. Also, two additional restrictions applied: i) no camping within 100 ft. of a playground, and ii) no camping within 10 ft. of public utility infrastructure.

Lawsuit and Preliminary Injunction Order

Three days before [Ordinance No. 2030](#) was to take effect, several persons living on the Mahon Creek Path filed a lawsuit in the U.S. District Court of the Northern District of California to challenge the legality of the ordinance. The case is *Boyd et al. v. City of San Rafael*, N.D. Cal., Case No. 23-cv-04085-EMC

(“Boyd”). Following a brief Temporary Restraining Order (“TRO”), which paused the City’s enforcement of its ordinance, in October 2023, Judge Edward Chen issued a [Preliminary Injunction Order](#) (“PI Order”). The PI Order remains in effect during the pendency of the litigation or until further order of the court.

The PI Order allows the City to enforce its ordinance on the plaintiffs and at the Mahon Creek Path, but subject to court-modified rules to “maintain some semblance of community, affording them an opportunity for mutual protection and assistance while preserving the City’s goal of breaking up large encampments.” In order to prevent “irreparable harm” to those camping in the City’s encampments, Judge Chen set modified density and spacing restrictions, allowing up to 4 persons in 400 sq. ft. campsites, spaced at least 100 ft. apart. In assessing the plaintiffs’ related Americans with Disabilities (“ADA”) legal challenges, he further concluded that allowing a one-person increase in the number of campers (4 vs. 3) and a corresponding increase in square footage to accommodate such clusters (400 sq. ft. vs. 200 sq. ft.) would not be a fundamental alteration to the City’s existing regulation. Judge Chen further required the City to ensure there was a process for clearly identifying permissible camping sites and an orderly process by which those sites may be allocated or claimed.

Since the October 2023 PI Order, the City has attempted to implement the court’s rules by administering campsite registration, resolving individual ADA claims over the amount of space allotted, and gaining voluntary compliance among individuals camping at the Mahon Creek Path encampment. The implementation of Judge Chen’s requirements, particularly the registration process for campers, has been a challenging undertaking and has not effectively ameliorated problematic conditions at the encampment.

The City’s primary concern for regulating camping on public property is one of public health and safety. The existing regulation was intended to address the establishment and proliferation of high-concentration encampments. When groups of unsheltered persons camp in close proximity to one another on public property, forming a larger, unregulated encampment, the public health and safety impacts and hazards are concentrated in and around that property and have a significant negative impact on those living in the encampment and the neighboring residents, businesses, and community. At locations where large-concentration encampments have been established, like the Mahon Creek Path, the City responds to a significant increase in the volume of public safety calls for service and complaints. The increased calls for service at encampments include fires, sanitation, human waste, biohazards, litter and refuse, abandonment of personal property, vandalism, theft, physical fights, public alcohol consumption and intoxication, drug possession and use, obstruction of sidewalks and pathways, and disruptive behavior of encampment occupants. The encampments also consume public spaces, preventing other members of the public from using and enjoying these spaces.

Proposed Ordinance – Amending Ordinance No. 2030 Regulating Camping on Public Property

Staff recommend that the City Council adopt amendments to its camping regulations. Among other changes, the amended ordinance would permit campsites of up to 200 sq. ft. for one person and 400 sq. ft. for up to 4 persons camping together. For safe ingress/egress and to mitigate fire danger, it would require a 10-foot clearance area around each campsite be maintained free and clear of items and property and establish a 10-foot setback to any other campsite, public utility infrastructure, and neighboring private properties. An enforcement section is also included in the amended ordinance, specifying notice and due process requirements. With these changes to the ordinance, the City’s goal is to effectively regulate and enforce camping laws for the health and safety of all of the public, including residents who are experiencing homelessness, and to refocus the City’s limited staff time and resources towards developing more interim shelter options and long-term housing solutions.

The City is focused on providing a compassionate response to homelessness by addressing its root causes through housing and services and consistently expands its efforts toward both interim and long-term solutions. The management of camping on City property is a necessary but small part of the City’s response to homelessness. This management has consumed a significant amount of attention and resources in the last year due to litigation around the City’s camping ordinance, including costs of outside counsel, responding to the Court’s fact-finding process, attempting to implement court-ordered processes, resolving individual ADA claims over amount of space allotted, and seeking voluntary compliance while the City’s enforcement authority has been restrained by the Court. The proposed amendments intend to provide the City with a regulatory framework that it can implement and enforce with minimal resources. It aims to allow staff to redirect attention and resources toward furthering the aforementioned solutions to end homelessness. By adopting this proposed amended ordinance that reflects Court guidance on a citywide basis, the City hopes to retain its ability to enforce when necessary and to manage public property for the safety of the entire community, including individuals experiencing homelessness.

ANALYSIS:

The proposed ordinance would amend SRMC Chapter 19.50 regulating camping on public property. Attachment 2 includes a redline of all proposed changes to Chapter 19.50 (as compared with Ordinance No. 2030). The following summarizes the specific changes being proposed.

1. Certain properties prohibited to all camping (Section 19.50.030).

The City’s regulation lists several properties where camping is strictly prohibited due to threats to public health, safety, and welfare. The amended ordinance would add one (1) new restriction:

No camping within 250 feet of a school property. This restriction is intended to mitigate the potential health and safety impacts, including garbage, waste, and biohazards, that nearby camping areas can have on children’s schools and their walking routes to schools. This restriction would apply to all public and private schools up to Grade 12.

Following is a summary table of areas where camping would be prohibited under the proposed ordinance.

Table 1: Areas Where Camping is Prohibited

Areas where camping is prohibited	Explanation of change to existing rule
Open spaces	Same
City parking garages	Same
Public Facilities (e.g., buildings)	Same
Within 100 ft. of playgrounds	Same
Within 250 ft. of schools	New rule added.
Within 10 ft. of public utility infrastructure	Moved to section 19.50.040 (time, place, and manner restrictions) as a 10-foot setback requirement.
Sidewalks and public rights-of-way	Same

In addition, the amended regulation would continue to allow the City Council or City Manager to prohibit camping or adopt time, place, or manner conditions on camping on one or more public properties at any time due to a threat to public health, safety, or welfare.

The City would maintain on its public website and in hard copy at the City Clerk's office a City-wide map of the following public properties prohibited to camping by the ordinance: open space property, parking garages, those within 100 feet of playgrounds or 250 feet of schools, and those specifically prohibited to camping by the City Manager or City Council (e.g., Boyd Park and Albert Park.)

2. Time, place and manner restrictions on public camping where no alternative shelter is available (Section 19.50.040).

Camping on other properties (i.e., those not listed as "areas where camping is prohibited" above under Section 19.50.030) is permitted only by persons who have no alternative shelter option available, subject to time, place, and manner restrictions.

Under the proposed ordinance, the spacing and density rules would change as follows:

- 1) Maximum allowable campsite size. Staff recommend that the City Council allow camping in spaces of up to 200 sq. ft. in size for one person or 400 sq. ft. for up to 4 people. This would align with Judge Chen's PI Order, setting a maximum size of 400 sq. ft. for 4 people. Over the last nine months, the City received many ADA requests for accommodation, where individuals were seeking more than the 100 sq. ft. of space. Therefore, staff recommend allowing a campsite of double the size (from 100 to 200 sq. ft.) for one person when camping alone and 400 sq. ft. for up to 4 people, as a way or preemptively accommodating needs for more space.
- 2) Removal of minimum spacing requirements. Staff recommends removing the campsite spacing regulation. Judge Chen's PI Order required the City to develop and administer an "allocation and registration process" for campers to find permitted campsites that met the City's spacing requirements (set at 100 ft. in the PI Order). As discussed earlier in this staff report, those procedures required to implement the spacing rule proved to be an ineffective and impractical way to manage impacts of the encampments.
- 3) Addition of 10-foot clearance and setbacks. One of the primary objectives of the City is to make the conditions safer for those camping in the City and neighboring communities. Many of the calls for service at the City's encampments concern fires, sanitation, human waste, biohazards, litter and refuse, abandonment of personal property, and obstruction of sidewalks and pathways. With elimination of the spacing requirements, it is important that areas around campsites are kept clear for ingress/egress and to mitigate fire risk. This rule would require a 10-foot clearance area around each campsite be maintained free and clear of all items, including trash, debris, and personal property. This rule would also establish a 10-foot setback (safety buffer) to other campsites, public utility infrastructure, and neighboring private properties (including buildings and fences). The City has experienced an increase in complaints and calls for service from properties directly abutting the encampments related to fires and individuals affixing camping equipment to fencing and buildings. For clarity, the same 10-foot area can satisfy the setback and clearance requirements (the ordinance does not require a 10-foot setback *plus* an additional 10-foot clearance area).

Following is a summary table of the time, place, and manner restrictions of the proposed new ordinance.

Table 2: Proposed Ordinance Time, Place, and Manner Restrictions

New proposed time, place, and manner restrictions	Explanation of change to existing rule
Maximum allowable campsite size: - 200 sq. ft. for 1 person - 400 sq. ft. for up to 4 persons	Increased from: - 100 sq. ft. for 1 person - 200 sq. ft. for more than 1 person.
Minimum allowable distance to another campsite: - 10 ft.	Removed rule that campsites be spaced at least 200 ft. apart and aligned spacing requirement with the new setback and clearance rules.
Minimum clearance and setbacks: - 10 ft. clearance around each campsite - 10 ft. setback from other campsites, public utility infrastructure, and private real property	New rule added.

In addition to the above changes, the amended ordinance clarifies that individuals with no alternative shelter options in the City may use fabric tents for shelter and plastic pallets or sandbags to raise a tent off of the ground, provided they are not affixed to public or private property, vegetation, or infrastructure. These types of camping facilities and conditions are already permitted so these provisions are added for clarification only.

3. Violations; Enforcement (Section 19.50.050).

In his PI Order, Judge Chen expressed concern that an individual or group camping legally could be placed in jeopardy of violating the City’s distancing rules through no fault of their own, by another individual or group camping too close to their established site. He also raised a “due process problem regarding fair notice,” highlighting that unhoused individuals or groups may not know where they may camp lawfully under the ordinance given the existing ordinance’s large separation requirements. These concerns are largely addressed by eliminating the campsite spacing rules other than 10-foot clearance/setback.

In addition, new enforcement and notice provisions are included. First, a rule has been added that no person may be charged with a crime for violation of the camping regulations “unless their unlawful conduct is knowing or willful.” Also, each person found in violation of the camping restrictions will receive a written warning notice prior to criminal or other enforcement. The warning will include notice of the violation, the actions that are required to be taken to comply, the specific timeframe to come into compliance, and potential penalties for failure to comply. The City’s [guidelines](#) for removal and storage of unattended personal property will also be provided with the notice. This is already standard practice for the City’s enforcement of its camping regulations. Lastly, if a person is noticed for violation of the size, occupancy, or clearance or setback requirements of the ordinance, they may request that the City provide a physical demarcation of the allowed boundary to assist them in complying with the ordinance.

The enforcement rules set forth in the ordinance would be minimum obligations for the City to enforce its camping regulations. As a standard practice, prior to enforcement of camping laws, the City works with its non-profit community partners to provide additional notice and outreach, and where available, offers assistance to affected persons.

4. Definitions and other language updates.

In addition to the sections discussed above, other less substantive edits and minor revisions to the ordinance have been made. For example, the definitions of “camping” and “open space” have been revised to address vagueness challenges raised in the *Boyd* lawsuit and a definition of “school” has been added. The definition of “public utility infrastructure”, where 10-foot setbacks would apply, has been amended to include stormwater and electrical facilities. See Attachment 2 for a redline of all proposed changes to Chapter 19.50.

Legal Analysis

This proposed ordinance complies with *Martin v. Boise* 920 F.3d 584 (9th Cir. 2019) (“*Martin*”) and other caselaw interpreting that Ninth Circuit Court of Appeals decision. In *Martin*, the court held that the Eighth Amendment’s cruel and unusual punishment clause prohibits the imposition of criminal penalties for sitting, sleeping, or lying outside on public properties for individuals who cannot obtain shelter. The formula established in *Martin* is that the government cannot prosecute homeless people for sleeping in public if there “is a greater number of homeless individuals in [a jurisdiction] than the number of available” shelter spaces. However, the Ninth Circuit also stated that a city is not required to provide shelter, or allow anyone to sit, lie, or sleep on public property at any time and any place of their choosing.

The proposed time, place, and manner conditions on use of public property do not form a citywide camping ban as prohibited under *Martin*. The City’s proposed ordinance does not prohibit individuals from sleeping anywhere in the City, or otherwise engaging in the “universal and unavoidable consequences of being human.” The holding in *Martin*, while restricting local governments from criminalizing the act of sleeping, does not prohibit a city from controlling the use of public space to require individuals to sleep anywhere in the city. In a subsequent case, *Gomes v. County of Kauai*, an ordinance was found not to violate *Martin*, although that ordinance did restrict some camping locations and activities. The court in *Gomes* concluded that the ordinance did not prohibit individuals from sleeping *anywhere* in public as long as those individuals had other locations to sleep.

The PI Order issued by Judge Chen in the *Boyd* litigation is time limited and remains in effect during the pendency of the litigation or until further order of the court. It is not a final ruling on the merits of the case challenging Ordinance No. 2030; however, it provides some insight into how the court may rule on final judgment. Judge Chen set restrictions of 100 sq. ft. per camper and up to 400 sq. ft. for campsites of up to 4 persons, spaced 100 ft. apart. These rules were developed based on the court’s preliminary injunction analysis of the plaintiffs’ various legal challenges, including those brought under the Fourteenth Amendment (state-created danger theory and due process), the ADA, and the Eighth Amendment. The proposed ordinance allows for double that size - 200 sq. ft. per individual camper - and up to 400 sq. ft. for 4 persons. The proposed ordinance lifts the campsite spacing rules, affording the sense of community that Judge Chen found important, but adds 10-foot clearance and setback requirements which are necessary to protect the health and safety of all members of the public, including those currently experiencing homelessness.

Furthermore, the proposed ordinance adds an enforcement section to address the court’s questions concerning notice and due process. No person would be charged with a crime unless their unlawful conduct is knowing or willful. Consistent with the City’s current practice, any person in violation of the camping rules would be issued a notice that they are violating the rules and providing details on how to come into compliance before any enforcement is taken. For noticed violations of the size, occupancy, or clearance or setback requirements of the ordinance, the City would provide a physical demarcation of the allowed boundary. Any removal of a campsite or seizure of property would not be completed without

notice. In sum, the proposed ordinance addresses the potential legal issues identified by the court in the *Boyd* litigation.

The City's interest is in protecting public health, safety, and welfare; preserving public property for the enjoyment, safety, comfort, and convenience of all members of the public; enhancing and preserving the orderly administration and management of public property; and preserving, protecting, and preventing damages to public resources. The camping area location and size restrictions are aimed at keeping public spaces in a clean and orderly condition, and in locations where potential harms to the community are reduced. These regulations are intended to address some of the collateral impacts that camping in public spaces can have, but otherwise does not prohibit the act of sleeping, or work to deprive individuals from using tents, bedding and tarps necessary to protect themselves from the elements in order to sleep.

It is important to note that this legal analysis of the proposed ordinance is based on existing judge-made law. The PI Order relies heavily on precedent set by the Ninth Circuit in *Martin*. The U.S. Supreme Court will hear oral argument in the case of *City of Grants Pass, Oregon v. Johnson*, U.S. Supreme Court, Case No. 23-175 ("*Grants Pass*") on April 22, 2024 and is expected to issue a decision in the case during this term, which ends in June 2024. Relying on the Ninth Circuit's decision in *Martin*, homeless advocates filed a class action lawsuit against the City of Grants Pass, Oregon, challenging the City's homelessness policies. A District Court ruled against Grants Pass, which appealed the case to the Ninth Circuit. The Ninth Circuit upheld the lower court's decision and issued a decision that expanded upon its precedent in *Martin*. In August 2023, the City of Grants Pass filed a Writ of Certiorari, asking the U.S. Supreme Court to review the decision. The U.S. Supreme Court agreed to take the case on January 12, 2024. The question at issue in *Grants Pass* is whether generally applicable laws regulating public lodging or camping are considered "cruel and unusual" punishment, which is prohibited by the Eighth Amendment. The anticipated ruling by the U.S. Supreme Court may change existing law, in which case staff would re-evaluate these camping regulations.

This proposed ordinance represents the City's efforts to address the use of public property by all and seeks to balance the ability of the City to lawfully manage public property under existing law with the fair treatment of individuals experiencing homelessness. For the reasons presented above, staff recommends that the City Council adopt the proposed ordinance.

COMMUNITY OUTREACH:

Since the adoption of the original ordinance in July 2023, City staff have worked closely with nonprofit organizations, shelters, outreach teams, and Marin County Health & Human Services staff who work closely with the population experiencing homelessness. The City has worked with these partners to conduct an assessment of the individuals in the Mahon Creek Path Area encampment and to identify health and safety measures as requested by these individuals. Since the survey, the City has provided six portable restrooms and hand-washing stations in the vicinity of the encampment, including two wheelchair-accessible toilets, and expanded its trash-hauling services. The County and the City jointly applied for approximately \$6M in ERF3 funding for programs to support people living in the surveyed encampments in January 2024. The application includes funding for case managers, interim housing projects/programs, and ongoing encampment support (i.e., waste management, public restrooms, etc.). On April 10, City and County Staff, with four nonprofit community partners, conducted an "Assessment Extravaganza" event on April 10 to address service gaps identified in the survey. Following this event, nearly 100% of the encampment residents have been assessed for housing assistance or had their assessments updated, and many completed benefit applications for medical care, mental health support, food assistance, and more. Staff have also engaged the Ritter Center to dispatch Ritter's Street Medicine Van to provide focused services around identified mental and medical health care gaps in the

encampments. The Street Medicine team will look for opportunities to match individuals in need to Ritter's psychiatry services and connect with underserved Spanish-speaking residents.

In addition, City staff have held regular meetings with *Boyd* lawsuit plaintiffs and homeless representatives to better understand their issues, support individuals with special challenges, reduce the impacts of the encampments on the surrounding local businesses and community, and work toward a productive and collaborative working relationship.

City staff regularly conduct outreach and engagement with the individuals in the Mahon Creek Path Area encampment and have provided dozens of replacement tents, service referrals, and gift-card incentives for voluntary compliance with the City's regulations. The City provides monthly updates to the community about its efforts to end homelessness through an email newsletter with more than 2,000 active subscribers. Additionally, City staff respond to a high volume of constituent complaints and concerns about the Mahon Creek Path and other encampments. Staff respond to every complaint and concern and take this feedback into consideration when developing recommendations to the City Council. Staff and City officials also meet with representatives of the most impacted businesses and educate them about the City's efforts and limitations under existing federal law.

All of these parties, particularly individuals camping at the Mahon Creek Path, will continue to receive education and engagement from City staff. If the proposed amendments are adopted, staff would provide targeted outreach, which would include informative brochures and flyers in English and Spanish that outline the changes to the ordinance, explain its purpose, and provide clear instructions on how to achieve compliance and how to access alternative shelter resources and case management services. Materials would also be distributed through social service agencies, the homelessness email newsletter, libraries, community centers, and other relevant locations.

FISCAL IMPACT:

Costs incurred by the City of San Rafael associated with responding to impacts of homelessness are largely borne by the City's General Fund. While the City continues to pursue grant funding for the creation of interim and permanent supportive housing units, Federal and State funding to provide locally-administered programs and services are allocated to county governments who have the primary responsibility for providing health and human services countywide.

The City's Finance staff recently estimated the fully-burdened costs (including salary and benefits) of City staff that work with homelessness in the City, including multiple staff in the Community Development and the San Rafael Police Departments, and part-time staff costs within the City Manager's and City Attorney's offices, at \$890,000 annually. All of these costs have been absorbed by the City's General Fund FY 2023-24 budget.

Encampment response costs include the costs of retaining personal property held under the ordinance and cleanup of encampments, which may involve the collection and disposal of trash and potential hazardous material response. The San Rafael Police Department is primarily responsible for enforcement and handling of personal property, while the Department of Public Works or their contractors provide support for disposal of trash and hazmat response. First year cleanup costs are accommodated and absorbed within the Fiscal Year 2023-24 budget. The Department of Public Works' proposed Fiscal Year 2024-25 operating budget includes \$75,000 for services related to encampment cleanup, including the potential need for hazardous material response. However, the actual encampment clean-up cost is expected to be much higher overall. Staff is reviewing the City's strategy for encampment sanitation as recent hauling costs have reached as many as 4-6 loads twice a week, costing \$26,000 per month. Staff

is actively building a list of approved contractors and deploying them in a more targeted manner, to reduce this cost to a more manageable number. Hauling is time-intensive, and costs can be expected to remain high, considering the hazardous conditions involved in dismantling certain camps, the large volumes of trash generated, including through illegal dumping, and the relationship-building and care involved with working with the encampment population.

Approximately 63% of the City's alternative response calls through the SAFE team are for individuals experiencing homelessness at any location in the City, costing the City \$488,250 annually.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Introduce the ordinance amending SRMC Chapter 19.50 (Camping on Public Property)
2. Introduce ordinance with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Introduce the ordinance amending Chapter 19.50 to the San Rafael Municipal Code Entitled "Camping on Public Property" regulating camping on public property within the City of San Rafael.

ATTACHMENTS:

1. Ordinance
2. Redline of Chapter 19.50, showing changes from Ordinance No. 2030

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING CHAPTER 19.50 TO THE SAN RAFAEL MUNICIPAL CODE, ENTITLED "CAMPING ON PUBLIC PROPERTY" REGULATING CAMPING ON PUBLIC PROPERTY WITHIN THE CITY OF SAN RAFAEL

SECTION 1. FINDINGS

WHEREAS, the purpose of this Ordinance is to enact regulations to address camping in or on public property in the City of San Rafael. The City Council has authority to adopt this Ordinance pursuant to the California Constitution Article XI, section 7; and

WHEREAS, the City Council recognizes that camping in the City by persons with no alternative shelter, and the activities often attendant with camping, have created adverse public health, safety, and welfare conditions for the public, including those who live in the City's encampments; and

WHEREAS, the City, along with the County of Marin and community partners, has been and is undertaking extensive actions to assist unsheltered persons in the City and region to find shelter and needed services; and

WHEREAS, in the case of *Martin v. City of Boise* 920 F.3d 584 (9th Cir. 2019), the federal Court of Appeals for the Ninth Circuit held that the City of Boise's criminal enforcement of its ordinance banning camping on all public property was unconstitutional when applied to individuals who had no alternative shelter available to them; and

WHEREAS, while the *Martin v. City of Boise* decision mandates that a city without sufficient alternative shelter may not criminalize the act of sleeping on public property, it does not require a city to allow camping on all public property, and does not prevent a city from prohibiting camping on specified public properties, or enacting other time, place, and manner conditions on camping; and

WHEREAS, the City Council recognizes and finds that there are public health and safety hazards and public nuisance activities and conditions frequently associated with camping on public property, and that there are certain public properties where the existence of campsites is incompatible with the necessary use of the property by the public, or where camping presents unacceptable hazards and/or costs to the City's operations and to the public; and

WHEREAS, some unsheltered persons in the City live in temporary shelters on public property, such as tents and tarps, and accumulate, store, or leave behind personal property, garbage, waste, and biohazards; and

WHEREAS, camping on public property can lead to damage to public property, or hindrance of the operation or protection of public infrastructure and utilities, creating a potential health and safety hazard; and

WHEREAS, camping on public property can have a deleterious impact on the public use of public property, businesses, private real property, and economic development within the City; and

WHEREAS, in July 2023, the City Council adopted Ordinance No. 2030, setting new spacing and density rules and other restrictions for camping on public property by persons with no alternative shelter available; and

WHEREAS, in the case of *Boyd et al. v. City of San Rafael*, N.D. Cal., Case No. 23-cv-04085-EMC (“*Boyd*”), the Court issued a Preliminary Injunction Order under which the City was permitted to enforce Ordinance No. 2030 under Court-modified rules which were operationally impractical to implement, particularly as they involved procedures to administer the Ordinance’s spacing and density requirements; and

WHEREAS, by this Ordinance, the City Council seeks to modify the regulations adopted through Ordinance No. 2030 by allowing campsites of up to 200 square feet for one person and 400 square feet for up to 4 persons camping together; eliminating the 200-foot spacing requirement; requiring a 10-foot safety clearance around each campsite and 10-foot setbacks from other campsites, public utility infrastructure, and private real property; specifying enforcement notice and due process requirements; and making other language changes set forth in the Ordinance; and

WHEREAS, by amending the City’s camping regulations, the City’s goal is to effectively regulate and enforce camping laws for the health and safety of all of the public, including residents who are experiencing homelessness; and

WHEREAS, for the reasons set forth above, this Ordinance is declared by the City Council to be necessary to protect public health, safety, and welfare; preserve public property for the enjoyment and safety of all members of the public; enhance and preserve the orderly administration and management of public property; and preserve, protect, and prevent damage to public resources, and the recitals above taken together constitute the City Council’s statement of the reasons for adopting this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

SECTION 2. AMENDMENTS TO SAN RAFAEL MUNICIPAL CODE CHAPTER 19.50

Chapter 19.50 of the San Rafael Municipal Code, entitled “Camping on Public Property”, is hereby amended in its entirety to read as follows:

Chapter 19.50 – CAMPING ON PUBLIC PROPERTY

19.50.010. - Purpose.

The purposes of this chapter include but are not limited to: protecting public health, safety, and welfare; preserving public property for the enjoyment and safety of all members of the public; enhancing and preserving the orderly administration and management of public property; and preserving, protecting, and preventing damage to public resources. This chapter prohibits conduct that unreasonably interferes with the administration and lawful uses of public property by establishing reasonable time, place, and manner conditions related to camping on public property.

19.50.020 - Definitions.

As used in this chapter, the following terms shall have the following meaning:

- A. "Camp" or "Camping" means use of space on public property for living accommodation purposes such as sleeping activities, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings, or using any tents or shelter or other structure or vehicle for sleeping. The above-listed activities constitute camping when it reasonably appears, in light of all the circumstances, that the participants, in conducting these activities, are using the area as a living accommodation regardless of the nature of any other activities in which they may also be engaging.
- B. "Camp facility" means a tent, cot, bed, hammock, vehicle, or other temporary physical shelter.
- C. "Camp paraphernalia" means implements and equipment used for camping, including camp facilities, tarpaulins, mattresses, sleeping bags, bedrolls, blankets, sheets, pillows, and cookware or cooking equipment.
- D. "Campsite" means the primary physical area of occupation of one person camping or up to four persons camping together, inclusive of camp facilities, camp paraphernalia, and personal property.
- E. "Open space property" means any area described in San Rafael Municipal Code Section 19.10.020. The city will maintain on its public website and in hard copy at the City Clerk's office a map of all open space property meeting this definition.
- F. "Playground" means an improved outdoor area designed, equipped, and set aside for children's play in a park or school that is not intended for use as an athletic playing field or athletic court, and also includes any playground equipment, fall zones, surface materials, access ramps, and all areas within and including any designated enclosure and barriers.
- G. "Public facility" means any building or structure on public property, whether secured, unsecured, locked, unlocked, open, or enclosed, as well as any area of public property enclosed by a locked fence.
- H. "Public property" means any real property within the jurisdiction of the City of San Rafael, which is owned, managed, or controlled by the City of San Rafael.
- I. "Public right-of-way" means any area described in San Rafael Municipal Code Section 11.04.020(K).
- J. "Public utility infrastructure" means public bathrooms or infrastructure and equipment used to provide public utility services, including electricity, gas, water, stormwater, telecommunications, and sanitation services.
- K. "School" means any public or private institution of educational learning up to and including grade 12.

- L. "Sidewalk" means any area in the city provided for the use of pedestrians, including planting areas, driveway approaches, and parking strips, between the public vehicular roadway and the edge of public right-of-way bordering, fronting, or adjacent to private real property.
- M. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.
- N. "Vehicle" means any wheeled conveyance, whether motor-powered or self-propelled, and includes any trailer in tow of any size, kind, or description.

19.50.030 - Prohibited Camping on Certain Public Property.

A. Prohibited Camping

1. Open space property. No person or persons shall camp in or on any open space property, or portion thereof.
 2. Parking garages. No person or persons shall camp in or on the premises of any parking garage, or portion thereof, owned or operated by the city.
 3. Public facilities. No person or persons shall camp in or on any public facility, or portion thereof, or in a manner that obstructs, blocks, or otherwise interferes with access to a public facility or private real property.
 4. Playgrounds. No person or persons shall camp within 100 feet of any playground.
 5. Schools. No person or persons shall camp within 250 feet of the property boundary of any school.
 6. Public right-of-way and sidewalks. No person or persons shall camp in or on any public right-of-way or sidewalk, or portion thereof, or in a manner that obstructs, blocks, or otherwise interferes with use of or access to a public right-of-way or sidewalk.
- B. The city council or city manager may, by resolution or administrative order, absolutely prohibit camping, or adopt time, place, or manner conditions on camping, at any time in or on one or more public properties, or portion thereof, where such camping is determined to be a threat to the public health, safety, or welfare.
- C. The city shall maintain on its public website and in hard copy at the city clerk's office a current citywide map of all public property parcels prohibited to camping by subsections (A)(1), (A)(2), (A)(4), (A)(5), and (B) of this section 19.50.030.

19.50.040 - Prohibited Camping on Other Public Property; Exception.

- A. No person or persons shall camp in or on public property not listed under Section

19.50.030, or portion thereof, except as set forth below.

- B. Exception. Nothing in this section shall be deemed to prohibit camping on public property that is not listed under Section 19.50.030 when there is no alternative shelter available to the person camping.
- C. When the exception set forth in subsection 19.50.040(B) applies, the following time, place, and manner conditions shall apply:
 - 1. Campsite size and occupancy.
 - a. No campsite occupied by one person shall exceed an area of 200 sq. ft., inclusive of camp facilities, camp paraphernalia, and personal property.
 - b. No campsite occupied by more than one person shall i) exceed an occupancy of four persons or ii) exceed an area of 400 sq. ft., inclusive of camp facilities, camp paraphernalia, and personal property.
 - c. All camp facilities, camp paraphernalia, and other personal property shall be stored and kept within the maximum permitted campsite area.
 - d. Items stored or discarded outside of the maximum permitted campsite area shall be presumed to be unattended personal property or trash or debris and may be stored or discarded according to city policy.
 - e. No person shall establish or occupy more than one campsite.
 - 2. Clearance and setbacks.
 - a. A minimum clearance of 10 feet around all sides of any campsite allowed under this section shall be maintained free and clear of trash, debris, and personal property, including but not limited to camp facilities and camp paraphernalia. Items stored or discarded within the 10-foot clearance area shall be presumed to be unattended personal property or trash or debris and may be stored or discarded according to city policy.
 - b. No campsite may be established or occupied within 10 feet of any other campsite allowed by this section, public utility infrastructure, or private real property, including a fence of such property.
 - 3. Fabric tents, fabric tarps, or other similar non-permanent, removable items may be used for temporary shelter within a campsite, provided they are not affixed or tied to any public property, private real property, vegetation, or infrastructure, except for the use of removable stakes to secure the item to unimproved ground on public property.
 - 4. Removable plastic pallets or sandbags may be used to temporarily raise a tent or other camp facility off of the ground, provided that such items are not affixed or tied to any public property, private real property, vegetation, or infrastructure.

19.50.050 – Violations; Enforcement.

- A. Enforcement of this chapter shall be pursuant to chapters 1.42, 1.44, and 1.46; provided, however, that no person shall be charged with a criminal violation unless their unlawful conduct is knowing or willful.
- B. The city manager or their designee shall be responsible for enforcement of this chapter.
- C. For a first violation of this chapter, the city manager or their designee shall issue a written warning notice to the person violating the chapter, informing that person of the nature of the violation, the actions that are required to be taken to comply with this chapter, the city's guidelines for removal and storage of unattended personal property, the timeframe to come into compliance, and the potential penalties that will apply for future violations.
- D. For violation of section 19.50.040(C)(1)-(2), related to the size, occupancy, and clearance or setbacks of a campsite, the person camping shall be given 3 business days to come into compliance with this chapter. The city manager or their designee shall provide upon request a physical demarcation of the allowed boundary to assist the person camping to comply with this chapter.

19.50.060 – Conflict with Other Regulations.

To the extent that there is any conflict with any other provisions of this code, the standards and regulations of this chapter shall prevail.

SECTION 3. COMPLIANCE WITH CEQA

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the city. The city council hereby finds that under section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment. It also finds the Ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

SECTION 4. SEVERABILITY

Every section, paragraph, clause, and phrase of this Ordinance is hereby declared to be severable. If for any reason, any section, paragraph, clause, or phrase is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases, and the remaining portions of this Ordinance shall continue in full force and effect unless amended or modified by the city.

SECTION 5. EFFECTIVE DATE AND PUBLICATION

This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published and circulated in the City of San Rafael and shall

be in full force and effect 30 days after its adoption. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

Within fifteen (15) days after adoption, the City Clerk shall also post in the office of the City Clerk, a certified copy of the full text of this Ordinance along with the names of those Councilmembers voting for and against the Ordinance.

THE FOREGOING ORDINANCE was first read and introduced at a special meeting of the San Rafael City Council on the 15th day of April 2024, and was passed and adopted at a regular meeting of the San Rafael City Council on the _____ of _____ by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

KATE COLIN, Mayor

ATTEST:

LINDSAY LARA, City Clerk

Attachment 2. Redlines to Chapter 19.50, as compared with Ordinance No. 2030

Chapter 19.50 – CAMPING ON PUBLIC PROPERTY

19.50.010 - Purpose.

The purposes of this ~~Chapter~~chapter include but are not limited to: protecting public health, safety, and welfare; preserving public property for the enjoyment, and safety, ~~comfort and convenience of all members~~ of the public; enhancing and preserving the orderly administration and management of public property; and preserving, protecting, and preventing ~~damages~~damage to public resources. This ~~Chapter~~chapter prohibits conduct that unreasonably interferes with the administration and lawful uses of public property by establishing reasonable time, place, and manner conditions related to camping on public property.-

19.50.020 - Definitions.

As used in this chapter, the following terms shall have the following meaning:

A. ~~“Camp” or “Camping” means using~~ use of space on public property ~~as a place of residence or for living accommodation purposes,~~ such as ~~evidenced by:-~~

~~1. Remaining for prolonged or repetitious periods of time, not associated with ordinary recreational use of public property, and~~

~~2. One or more of the following:~~

~~(a) Possessing camp paraphernalia; or~~

~~(b) Using or erecting camp facilities or other form of shelter; or~~

~~(c) Making a fire, cooking, or consuming meals; or~~

~~(d) Engaging in one or more of the following:-~~

~~(i) sleeping activities, or making preparations to sleep (including the laying down of bedding for the purposes~~purpose of sleeping);~~), or~~

~~(ii) Unattended storage of storing~~ personal belongings, ~~including storing camp paraphernalia or camp facilities.~~

~~A. or using any tents or shelter or other structure or vehicle for sleeping. The combined~~above-listed activities of (1) and (2) constitute camping when it reasonably appears, in light of all the circumstances, that ~~a person is~~the participants, in conducting these activities, are using ~~public property~~the area as a living accommodation regardless of ~~their intent or~~the nature of any other activities in which ~~the person might~~they may also be ~~engaged~~engaging.

B. “Camp facility” means ~~the use of~~ a tent, ~~hut,~~ cot, bed, hammock, ~~lean-to, shack,~~

vehicle, or other temporary physical shelter.

- C. "Camp paraphernalia" means implements and equipment used for ~~temporary residence camping~~, including, camp facilities, tarpaulins, mattresses, sleeping bags, bedrolls, blankets, sheets, pillows, ~~luggage, backpacks,~~ and cookware, ~~or cooking equipment, kitchen utilities, and similar~~ equipment.
- D. "~~Camping area~~Campsite" means the primary physical area of occupation of ~~a single one person~~ camping ~~person. A or up to four persons~~ camping ~~area occupied by one person shall not exceed 10 ft. by 10 ft., (100 sq. ft. total), together,~~ inclusive of camp facilities, camp paraphernalia, and personal property. ~~If two or more persons are occupying one camping area, the camping area may be expanded to an area that shall not exceed 10 ft. by 20 ft., (200 sq. ft. total). In no event shall any camping area, regardless of the number of occupants, exceed a space greater than 200 sq. ft.~~
- E. "Open space property" means any area described in San Rafael Municipal Code Section 19.10.020. The city will maintain on its public website and in hard copy at the City Clerk's office a map of all open space property meeting this definition.
- F. "Playground" means an improved outdoor area designed, equipped, and set aside for children's play in a park or school that is not intended for use as an athletic playing field or athletic court, and also includes any playground equipment, fall zones, surface materials, access ramps, and all areas within and including ~~the any~~ designated enclosure and barriers.-
- G. "Public facility" means any building, ~~or structure, or area enclosed by a fence~~ located on public property, whether secured, unsecured, locked, unlocked, open, or enclosed, as well as any area of public property enclosed by a locked fence.
- H. "Public property" means any real property within the jurisdiction of the City of San Rafael, which is owned, managed, or controlled by the City of San Rafael.-
- I. "Public right-of-way" means any area described in San Rafael Municipal Code Section 11.04.020-~~(K)~~.
- J. "Public utility infrastructure" means public bathrooms, ~~and electrical boxes, fire hydrants, and similar or infrastructure and~~ equipment used to provide public utility services, ~~but does not include light or electrical poles including electricity, gas, water, stormwater, telecommunications, and sanitation services.~~
- K. "School" means any public or private institution of educational learning up to and including grade 12.
- ~~K.~~L. "Sidewalk" means any area in the ~~City~~city provided for the use of pedestrians, including planting areas, driveway approaches, ~~or~~and parking strips, between the public vehicular roadway and the edge of public right-of-way bordering, fronting, or adjacent to private real property.

~~L.M.~~ "Store" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.-

~~M.N.~~ "Vehicle" means any wheeled conveyance, whether motor-powered, ~~animal-drawn,~~ or self-propelled, and includes any trailer in tow of any size, kind, or description. ~~For purposes of this chapter, a vehicle does not include a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, used by a sidewalk vendor engaging in sidewalk vending with a permit issued for such activity.-~~

19.50.030 - Prohibited Camping on Certain Public Property.

A. Prohibited Camping

1. Open space property. No person or persons shall camp in or on any open space property, or portion thereof.
2. Parking garages. No person or persons shall camp in or on the premises of any parking garage, or portion thereof, owned or operated by the city.
3. Public facilities. No person or persons shall camp in or on any public facility, or portion thereof, ~~including the parking lot of any such area,~~ or in a manner that obstructs, blocks, or otherwise interferes with access to a public facility or private real property.
4. Playgrounds. No person or persons shall camp within 100 ~~ft.~~feet of any playground.
5. ~~Public utility infrastructure.~~Schools. No person or persons shall camp within ~~40 ft.~~250 feet of the property boundary of any ~~public utility infrastructure.~~school.
6. Public right-of-way and sidewalks. No person or persons shall camp in or on any public right-of-way or sidewalk, or portion thereof, or in a manner that obstructs, blocks, or otherwise interferes with use of or access to a public right-of-way or sidewalk.

B. The city council or city manager may, by resolution or administrative order, absolutely prohibit camping, or adopt time, place, or manner conditions on camping, at any time in or on one ~~(1)~~ or more public properties, or portion thereof, where such camping is determined to be a threat to the public health, safety, or welfare.

C. The city shall maintain on its public website and in hard copy at the city clerk's office a current citywide map of all public property parcels prohibited to camping by subsections (A)(1), (A)(2), (A)(4), (A)(5), and (B) of this section 19.50.030.

19.50.040 - Prohibited Camping on Other Public Property; Exception.-

- A. No person or persons shall camp in or on public property not listed under Section 19.50.030, or portion thereof, except as set forth below.-
- B. Exception. Nothing in this section shall be deemed to prohibit camping on public property that is not listed under Section 19.50.030, ~~or to prohibit the use of minimal measures for staying warm or dry while sleeping on such property,~~ when there is no alternative shelter available to the person camping.
- C. When the exception set forth in subsection 19.50.040(B) applies, the following time, place, and manner conditions shall apply:

- ~~1. No camping area shall be used for any purpose other than for living accommodation purposes. Living accommodation purposes includes sleeping and making preparations to sleep, including the laying down of bedding for the purpose of sleeping, by a person with no alternative shelter available to the person camping.~~
- ~~2. In no event shall a camping area exceed the maximum physical space dimensions permitted for a "camping area" as defined in Section 19.50.020.-~~

1. Campsite size and occupancy.

a. No campsite occupied by one person shall exceed an area of 200 sq. ft., inclusive of camp facilities, camp paraphernalia, and personal property.

b. No campsite occupied by more than one person shall i) exceed an occupancy of four persons or ii) exceed an area of 400 sq. ft., inclusive of camp facilities, camp paraphernalia, and personal property.

~~a.c.~~ All camp facilities, camp paraphernalia, and other personal belongings ~~property~~ shall be stored and kept within the maximum permitted ~~camping~~ campsite area.-

~~b.d.~~ Items stored, kept, or discarded, or otherwise existing outside of the ~~camping~~ maximum permitted campsite area shall be presumed to be unattended personal property or trash or debris and may be stored or discarded according to city policy.-

e. No person shall ~~use,~~ establish, or occupy more than one ~~camping~~ campsite.

2. Clearance and setbacks.

~~3.a.~~ A minimum clearance of 10 feet around all sides of any campsite allowed under this section shall be maintained free and clear of trash, debris, and personal property, including but not limited to camp facilities and camp paraphernalia. Items stored or discarded within the 10-foot clearance area shall be presumed to be unattended personal property or

trash or debris and may be stored or discarded according to city policy.

4.b. No ~~camping area~~ ~~campsite~~ may be ~~used~~, established, or occupied within 200 ft. of another ~~camping area~~ 10 feet of any other campsite allowed by this section, public utility infrastructure, or private real property, including a fence of such property.

3. Fabric tents, fabric tarps, or other similar non-permanent, removable items may be used for temporary shelter within a campsite, provided they are not affixed or tied to any public property, private real property, vegetation, or infrastructure, except for the use of removable stakes to secure the item to unimproved ground on public property.

4. Removable plastic pallets or sandbags may be used to temporarily raise a tent or other camp facility off of the ground, provided that such items are not affixed or tied to any public property, private real property, vegetation, or infrastructure.

19.50.050 – Violations; Enforcement.

A. Enforcement of this chapter shall be pursuant to chapters 1.42, 1.44, and 1.46; provided, however, that no person shall be charged with a criminal violation unless their unlawful conduct is knowing or willful.

B. The city manager or their designee shall be responsible for enforcement of this chapter.

C. For a first violation of this chapter, the city manager or their designee shall issue a written warning notice to the person violating the chapter, informing that person of the nature of the violation, the actions that are required to be taken to comply with this chapter, the city's guidelines for removal and storage of unattended personal property, the timeframe to come into compliance, and the potential penalties that will apply for future violations.

D. For violation of section 19.50.040(C)(1)-(2), related to the size, occupancy, and clearance or setbacks of a campsite, the person camping shall be given 3 business days to come into compliance with this chapter. The city manager or their designee shall provide upon request a physical demarcation of the allowed boundary to assist the person camping to comply with this chapter.

19.50.060 – Conflict with Other Regulations.-

To the extent that there is any conflict with any other provisions of this code, the standards and regulations of this chapter shall prevail.-



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community & Economic Development

**Prepared by: Micah Hinkle, Director
Alexis Captanian, Housing Manager
Mel Burnette, Homelessness & Housing Analyst**

City Manager Approval:  _____

TOPIC: AUTHORIZE AFFORDABLE HOUSING TRUST FUND AWARD TO INCLUDE RENOVATION OF UNITS IN AN ADDITIONAL BUILDING AT MARIN VILLA ESTATES

SUBJECT: RESOLUTION AMENDING RESOLUTION 15244 AUTHORIZING THE USE OF AFFORDABLE HOUSING TRUST FUNDS FOR RENOVATION OF UNITS IN AN ADDITIONAL BUILDING AT MARIN VILLA ESTATES

RECOMMENDATION:

Adopt the resolution amending Resolution 15244 to authorize the use of \$200,000 in funds from the Affordable Housing In-Lieu Fee Fund (Fund 243) for the renovation of three units at 153 Novato Street in Marin Villa Estates.

BACKGROUND:

Canal Alliance owns twelve affordable rental units in three buildings at Marin Villa Estates, including 153, 161, and 165 Novato Street, in the Canal neighborhood of San Rafael. These units have not been updated in over 20 years.

In 2023, Canal Alliance responded to a Notice of Funding Availability (NOFA) for the City’s Affordable Housing Trust Fund, requesting \$400,000 for the renovation of four existing units at 161 and 165 Novato Street. The City Council authorized a \$200,000 grant from the Housing In-Lieu Fee Fund (Fund 243) for the proposed renovation project. The award constituted half of the funding amount requested.

The original City Council authorization included 161 and 165 Novato Street only. Canal Alliance now requests to use the previously awarded NOFA funding to renovate three units within their third building at Marin Villa Estates, located at 153 Novato Street, instead of using the funds to renovate the units at 161 and 165 Novato Street as originally planned. No additional funding is requested.

ANALYSIS:

Canal Alliance requests to use previously awarded NOFA funds to renovate units in an additional building at Marin Villa Estates located at 153 Novato Street. Currently, the City award authorizes use of funds for renovation at 161 and 165 Novato Street only. The units at 153 Novato Street are equally in

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

need of renovation and are deed-restricted for households earning very low (<50% of Area Median Income (AMI) or low (<60% of AMI) incomes.

Canal Alliance has added asbestos testing and removal to the scope of their renovations. The scope still includes bathroom and kitchen remodel, new flooring, painting the entire units, and temporary relocation of tenant households. Canal Alliance's request is not asking for additional dollars, but proposes to renovate three units instead of four, factoring in an increase in per-unit expenditures due to increases in material and labor costs, including the application of prevailing wage requirements that apply through multiple funding sources, as well as the addition of asbestos inspection and abatement.

The proposed use of funds would help preserve affordable housing and meet the evaluation criteria provided in the NOFA and in Section 5 of City Council [Resolution No. 14760](#), *Guidelines for the Administration of the Affordable Housing Trust Fund*. The project continues to align with the City's [Housing Element](#) goals to ensure housing habitability and maintenance and foster a range of housing choices throughout the City.

FISCAL IMPACT:

No additional funding is requested. In July 2023, the City Council authorized a grant award of \$200,000 from the Affordable Housing In-Lieu Fee Fund for renovation of units at Marin Villa Estates. Authorizing the application of funds to the renovation of an additional building on the property will maintain this same fiscal impact to the Affordable Housing In-Lieu Fee Fund, Fund 243.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Staff's recommended action, which is to adopt the resolution.
2. Adopt a modified resolution.
3. Direct staff to provide additional information.
4. Take no action.

RECOMMENDED ACTION:

Adopt the resolution.

ATTACHMENTS:

1. Resolution

RESOLUTION NO.

RESOLUTION AMENDING RESOLUTION 15244 AUTHORIZING THE USE OF AFFORDABLE HOUSING TRUST FUNDS FOR RENOVATION OF UNITS IN AN ADDITIONAL BUILDING AT MARIN VILLA ESTATES

WHEREAS, on January 21, 2020, the City Council adopted Resolution No. 14760, establishing Guidelines for the Administration of the Affordable Housing Trust Fund; and

WHEREAS, on April 10, 2023, the City issued a Notice of Funding Availability (NOFA) for funding from the Housing In-Lieu Fee Fund to support affordable housing, with an application deadline of May 15, 2023 by 5:00pm; and

WHEREAS, the City received three responses to the NOFA, including a \$400,000 funding request from Canal Alliance for the renovation of four units at 161 and 165 Novato St at Marin Villa Estates; and

WHEREAS, on July 17, 2023, the City Council adopted Resolution 15244, authorizing a \$200,000 grant from the Housing In-Lieu Fee Fund (#243) for the Canal Alliance for renovation of four units at 161 and 165 Novato Street at Marin Villa Estates; and

WHEREAS, Canal Alliance owns 12 units in Marin Villa Estates at 153, 161, and 165 Novato Street; and

WHEREAS, all 12 units have not been updated in over 20 years and are in need of renovation; and

WHEREAS, Canal Alliance proposes to use the previously awarded NOFA funding to renovate three units within the organization's third building at Marin Villa Estates, located at 153 Novato Street; and

WHEREAS, Canal Alliance proposes to add asbestos testing and removal to the renovation activities, which are otherwise unchanged from the original NOFA application; and

WHEREAS, Canal Alliance is not requesting additional dollars, but proposes to renovate three units instead of four, factoring in an increase in per-unit expenditures due to increases in material and labor costs, as well as the addition of asbestos inspection and abatement; and

WHEREAS, the funding request continues to meet the evaluation criteria listed in Section 5 of the Guidelines for the Administration of the Affordable Housing Trust Fund for use of the funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby amends the entirety of Paragraph i of Resolution 15244, Section 1 as follows:

- i. \$200,000 grant from the Housing In-Lieu Fee Fund (#243) for the Canal Alliance for renovation of at least three units within the Marin Villa Estates property on Novato Street. The project will continue to be restricted at 50% and 60% of Marin County Area Median Income set by the United States Department of Housing and Urban Development (HUD AMI) as published by the Marin Housing Authority.

Resolution 15244 remains otherwise unchanged.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday the 15th day of April 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk