

AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, JUNE 17, 2024

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

Watch Online:

Watch on Zoom Webinar: https://tinyurl.com/cc-2024-06-17
Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 444-9171 ID: 860-6190-5675#

One Tap Mobile: +16694449171,,86061905675# US

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.

OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 4:30 PM

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 4:30 PM

- 2. Closed Session:
 - a. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 Paragraph (1) of subdivision (d) of Government Code Section 54956.9: 2 cases
 - 1. Robin Casper v. City of San Rafael, et al. (Marin Superior Court, Case No. CIV2204042)
 - 2. Shaleeta Boyd, et al. v. City of San Rafael, et al. (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)
 - 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 Mid-Management Employee Association; Unrepresented Executive Management

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 Regular City Council Meeting of June 3, 2024 (CC) Recommended Action - Approve minutes as submitted

b. Northgate Mall Redevelopment Project Environmental Consulting Services

Authorize the City Manager to Execute the Second Amendment to the Professional Services Agreement with LSA Associates, Inc. for Environmental Consulting Services for the Northgate Mall Redevelopment Project in an Amount of \$175,895, for a Total Contract Amount of \$510,851 (CED)

Recommended Action – Authorize the City Manager to execute the second amendment to the professional services agreement with LSA Associates, Inc. for environmental consulting services associated with the Northgate Mall Redevelopment Project, in the amount not to exceed \$175,895, for a total not to exceed contract amount of \$510,851

c. Agreement for On-Call Planning and Environmental Consulting Services

Authorize the City Manager to Enter into a Professional Services Agreement with M-Group for On-Call Planning and Environmental Consulting Services in an Amount Not to Exceed \$250,000 (CED)

Recommended Action – Authorize the City Manager to enter into a professional services agreement with M-Group for on-call planning and environmental consulting services in an amount not to exceed \$250,000

d. Agreement for Fiscal Impact Analysis and Real Estate Advisory Services

Authorize the City Manager to Execute the First Amendment to the Agreement for Professional Services with Seifel Consulting for Continued Fiscal Impact Analysis and Real Estate Advisory Services Related to the Northgate Town Square Project in an Amount of \$30,000, for a Total Not to Exceed Contract Amount of \$104,900 (CED)

Recommended Action – Authorize the City Manager to execute the first amendment to the agreement for professional services with Seifel Consulting for continued fiscal impact analysis and real estate advisory services related to the Northgate Town Square Project in an amount of \$30,000, for a total not to exceed contract amount of \$104,900

e. Library Parcel Tax Rate for Fiscal Year 2024-25

Report Establishing the Annual Rate Adjustment for the Special Library Services Parcel Tax for the Fiscal Year 2024-25 as Authorized by San Rafael Municipal Code Chapter 3.36 (Voter-Approved Measure D) (Fin/Lib)

Recommended Action - Accept report

f. Paramedic Tax Rate for Fiscal Year 2024-25

Resolution Maintaining Paramedic Service Special Tax Rates at Their Current Levels for Fiscal Year 2024-25 (FD)

Recommended Action - Adopt Resolution

g. Park and Recreation Month Proclamation

Proclamation Designating July 2024 as Park and Recreation Month Recommended Action – Receive and file

h. Recreation Events Unarmed Security Guard Services Agreement with Barbier Security Group

Authorize the City Manager to Negotiate and Enter into a Professional Services Agreement with Barbier Security Group for Security Guard Services in an Amount Not to Exceed \$600,000 for a Five-Year Term (LR)

Recommended Action – Authorize the City Manager to negotiate and enter into a professional services agreement with Barbier Security Group for security guard services in an amount not to exceed \$600,000 for a five-year term

i. Special Event Street Closures in San Rafael

Resolution Authorizing the Temporary Closure of Streets in San Rafael for Special Events (PD)

Recommended Action - Adopt Resolution

j. Baypoint Lagoons Assessment District

Baypoint Lagoons Landscaping and Lighting Assessment District Annual Assessment FY 2024-25 (PW):

- i. Resolution Directing Filing of Engineer's Annual Report FY 2024-25
- ii. Resolution Approving Engineer's Annual Report FY 2024-25
- iii. Resolution Of Intention to Order Improvements and Setting a Public Hearing on the Annual Assessment for the City Council Meeting of July 15, 2024

 Recommended Action Adopt Resolutions

k. Point San Pedro Road Median Landscaping Assessment District

Point San Pedro Road Median Landscaping Assessment District Annual Assessment FY 2024-25 (PW):

- i. Resolution Directing Filing of Engineer's Annual Report FY 2024-25
- ii. Resolution Approving Engineer's Annual Report FY 2024-25
- iii. Resolution Of Intention to Order Improvements and Setting a Public Hearing on the Annual Assessment for the City Council Meeting of July 15, 2024

 Recommended Action Adopt Resolutions

FY 2024-25 Road Maintenance and Rehabilitation Account Projects, Funded by Senate Bill 1

Resolution Adopting a List of Projects for Fiscal Year 2024-25 Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 (PW)

Recommended Action – Adopt Resolution

m. PG&E Tower Easement Modification Agreement

Resolution Authorizing The City Manager to Execute an Easement Modification Agreement with Pacific Gas and Electric Company (PG&E) for the Tower Easement on APNs 009-032-06 and 009-032-07 (PW)

Recommended Action - Adopt Resolution

n. Caltrans Maintenance Agreement

Resolution Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Supplemental Freeway Maintenance Agreement with Caltrans (PW)

SPECIAL PRESENTATIONS

- 5. Special Presentations:
 - a. Presentation of Proclamation Supporting Juneteenth (HR)

OTHER AGENDA ITEMS

- 6. Other Agenda Items:
 - a. General Fund Reserve Policy

Resolution Updating the City's General Fund Reserve Policy (Fin) Recommended Action – Adopt Resolution

b. City Investment Policy

Resolution Approving the City of San Rafael Investment Policy (Fin) Recommended Action – Adopt Resolution

- c. Final Citywide Budget for Fiscal Year 2024-25, Gann Legal Spending Limit; Measure A Workplan, Capital Improvement Program, and Capital and Infrastructure Workplan
 - i. Resolution Approving the Citywide Budget and Capital Improvement Program Budget for the Fiscal Year 2024-25; Providing for the Appropriations and Expenditure of All Sums Set Forth in the Budget in the Amount of \$211,121,633, with Net Appropriations of \$179,844,098
 - Recommended Action Adopt Resolution
 - ii. Resolution Approving Fiscal Year 2024-25 Gann Appropriations Limit at \$185,036,651 Recommended Action Adopt Resolution
 - Resolution Approving the Measure A Work Plan for Proposed Expenditure of Measure A Funds for FY 2024-25
 - Recommended Action Adopt Resolution
 - iv. Approval of the Capital Improvement Program FY 2024-25 through FY 2026-27 and Related Capital and Transportation Infrastructure Workplan (Fin)

 Recommended Action Approve the Capital Improvement Program FY 2024-25 through FY 2026-27 and related Capital and Transportation Infrastructure Workplan FY 2023-25
- d. Successor Memorandum of Understanding with American Federation of State, County & Municipal Employees, Local 1 (AFSCME/Local 1)

Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for American Federation of State, County & Municipal Employees, Local 1 (AFSCME/Local 1), Beginning July 1, 2024 through June 30, 2027 (CM/HR)

Recommended Action - Adopt Resolution

e. Successor Memorandum of Understanding with Western Council of Engineers' (WCE)

Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for Western Council of Engineers' (WCE), Beginning July 1, 2024 through June 30, 2027 (CM/HR)

Recommended Action - Adopt Resolution

PUBLIC HEARINGS

7. Public Hearings:

a. Amendments to Title 18 of the San Rafael Municipal Code "Protection of Flood Hazard Areas"

Introduction of An Ordinance Amending Title 18 of the San Rafael Municipal Code "Protection of Flood Hazard Areas", to Meet or Exceed the Federal Emergency Management Agency's Minimum Standards for Development in Flood Hazard Areas (PW) Recommended Action – Introduce the ordinance, waive further reading of the ordinance, and refer to it by title only

b. Stipend Compensation Program for Boards, Commissions and Committees; And City Council Compensation

Resolution Amending Bylaws for Boards, Commissions and Committees to Include Stipends and Introduction of an Ordinance Adjusting the Compensation for the Mayor and City Council (CM)

Recommended Action – Adopt Resolution; And Introduce the ordinance, waive further reading of the ordinance, and refer to it by title only

OPEN TIME FOR PUBLIC EXPRESSION

The public is welcome to address the City Council at this time on matters <u>not</u> 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 <u>two minutes</u> and should be respectful to the community.

SAN RAFAEL SUCCESSOR AGENCY:

- 1. Consent Calendar:
 - a. Dissolution of the Successor Agency to the Former San Rafael Redevelopment Agency
 Resolution of the Successor Agency to the Redevelopment Agency of the City of San Rafael
 in the Matter of Approving a Request to Formally Dissolve the Successor Agency (Fin)
 Recommended Action Adopt Resolution

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 agendarelated 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/.

Minutes subject to approval at the June 17, 2024 meeting



MINUTES

SAN RAFAEL CITY COUNCIL - MONDAY, JUNE 3, 2024

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OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 5:30 PM

1. Mayor Kate announced Closed Session items.

<u>CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 5:30 PM</u>

- 2. Closed Session:
 - a. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9: 2 cases Workers' Compensation Appeals Board Case No. ADJ16750346 (Claim No. 2193400026) Workers' Compensation Appeals Board Case No. ADJ17551891 (Claim No. 2293400123)

Present: Councilmember Bushey

Vice Mayor Hill

Councilmember Kertz

Mayor Kate

Absent: Councilmember Llorens Gulati Also Present: City Manager Cristine Alilovich

City Attorney Robert Epstein

City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 6:00 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present, except for Councilmember Llorens Gulati.

City Attorney Robert Epstein announced that no reportable action was taken in closed session.

Mayor Kate provided opening remarks which included the Pride flag raising ceremony held before the meeting, gratitude to City Staff, an announcement of the City's new Fire Chief Abraham Roman, Gun Violence Awareness Month 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:

- Pride Month
 - o Downtown Business Improvement District to celebrate with a Pride Art Walk
 - The California Film Institute to host a Pride Film Festival
 - The Suicide Prevention Collaborative to host a virtual meeting called A Holistic Approach to LGBTQ+ Allyship for Suicide Prevention to be held Wednesday, June 5, 2-3 p.m.
 - Downtown Library to host a Read with Pride event to be held Saturday, June 15, 11 a.m.-3 p.m.
- Sea Level Rise community open house to be held Saturday, June 8, at the Al Boro Community Center, 9 a.m.-noon.
- Juneteenth talk with historian John William Templeton to be held Tuesday, June 11 at the Downtown Library, 6-7 p.m.
- City administrative services and offices to be closed Wednesday, June 19, in observance of Juneteenth

City Councilmember Reports:

- Vice Mayor Hill reported on a Marin County Council of Mayors and Councilmembers (MMC) meeting and his nomination as President.
- Councilmember Kertz reported on the MCCMC meeting and her appointment to represent the large cities on the planning for the bay area housing bond measure. Also, she attended the Chamber of Commerce Art with Purpose celebration.
- Councilmember Bushey reported on a Marin Transit Board meeting and the MCCMC meeting.
- Mayor Kate reported on a Transportation Authority of Marin meeting and a Safe Routes to Schools meeting. Also, she threw the first pitch for the San Rafael Pacifics.

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

CONSENT CALENDAR:

Mayor Kate invited public comment on the Consent Calendar items; however, there were none.

Councilmember Bushey moved and Councilmember Kertz seconded to approve the Consent Calendar.

- 4. Consent Calendar Items:
 - a. Approval of Minutes
 Approve Minutes of the Regular City Council Meeting of May 20, 2024 (CC)

b. Ordinance Amending Green Building Codes

Final Adoption of Ordinance No. 2036: An Ordinance of the San Rafael City Council Amending Title 12 (Building Regulations) of the San Rafael Municipal Code, By Amending the California Energy Code, the 2022 California Green Building Standards Code for Electric Vehicle Chargers, the 2022 California Mechanical Code, and the 2022 California Plumbing Code; Adding a New Chapter 12.360 with Administrative and Program Regulations on Model Reach Codes; and Adopting Findings of Fact Supporting the Amendments to the Codes (CC)

Final Adoption of Ordinance No. 2036

c. Statement of Economic Interests Annual Filings

Accept Report on Fair Political Practices Commission Form 700, Statement of Economic Interests, 2023 Annual Filings, for Section 87200 Filers and Designated Employees, Including Consultants, Design Review Board and Park and Recreation Commission (CC) Accepted report

d. 2024 General Municipal Election

Resolution Calling and Giving Notice of At-Large Elections, By-District Elections for Districts 1/Southern and 4/Northern, and San Rafael Board of Education Trustee Area Elections for Areas 1, 3 and 5, to be Held on November 5, 2024, Requesting the Marin County Board of Supervisors to Consolidate with Any Other Election Conducted on Said Date, and Requesting Election Services (CC)

Resolution 15290 - Resolution Calling and Giving Notice of At-Large Elections, By-District Elections for Districts 1/Southern and 4/Northern, and San Rafael Board of Education Trustee Area Elections for Areas 1, 3 and 5, to be Held on November 5, 2024, Requesting the Marin County Board of Supervisors to Consolidate with Any Other Election Conducted on Said Date, and Requesting Election Services

e. Proclamations

Proclamations Supporting:

- i. LGBTQIA+ Pride Month
- ii. National Gun Violence Awareness Day
- iii. National Immigrant Heritage Month
- iv. Alzheimer's and Brain Awareness Month Received and filed

f. Five-Year Agreement with Axon Enterprise, Inc. for Police Department Technology Hardware and Software Services

Authorize the City Manager to Enter into a Five-Year Agreement with Axon Enterprise, Inc. in the Total Amount Not to Exceed \$1,215,531.82 (PD)

Authorized the City Manager to enter into a five-year agreement with Axon Enterprise, Inc. in the total amount not to exceed \$1,215,531.82

g. Lincoln Avenue Corridor Safety Improvements Project Funding Agreement Resolution Approving and Authorizing the City Manager to Execute a Program Supplement Agreement with Caltrans to Receive State Funds (PW)

Resolution 15291 - Resolution Approving and Authorizing the City Manager to Execute a Program Supplement Agreement with Caltrans to Receive State Funds

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

PUBLIC HEARINGS

5. Public Hearings:

a. AB 481 Military Equipment Annual Report and Renewal of Military Equipment Use Policy Resolution Renewing the Ordinance Approving San Rafael Police Department Military Equipment Use Policy 706 (PD)

Lieutenant Scott Eberle presented the Staff Report.

Staff responded to questions from the City Council.

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

Councilmembers provided comments.

Vice Mayor Hill moved and Councilmember Bushey seconded to adopt the resolution Renewing the Ordinance Approving San Rafael Police Department Military Equipment Use Policy 706

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

Resolution 15292 - Resolution Renewing the Ordinance Approving San Rafael Police Department Military Equipment Use Policy 706

OTHER AGENDA ITEMS

- 6. Other Agenda Items:
 - a. Preliminary Citywide Proposed Budget for Fiscal Year 2024-25

Preliminary Citywide Proposed Budget and Proposed Capital Improvement Program for Fiscal Year 2024-25 (Fin)

City Manager Cristine Alilovich introduced the item.

Finance Director Paul Navazio and Assistant Director of Public Works Joanna Kwok presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Zoe Neil, Downtown Streets Team, Shinji Sakai-Egi

Staff responded to questions from the community.

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Bushey seconded to receive the report on the Preliminary Citywide Proposed Budget and Proposed Capital Improvement Program for Fiscal Year 2024-25

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

Received report related to the Preliminary Citywide Proposed Budget for Fiscal Year 2024-25 and provided direction to staff to inform preparation of the Final Proposed FY 2024-25 Budget for adoption at the City Council meeting of June 17, 2024

b. Economic Development Strategic Plan

Economic Development Strategic Plan Annual Report (CED)

Community & Economic Development Director Micah Hinkle and Economic Development Program Manager Stacey Loughman presented the Staff Report.

Staff responded to questions from the City Council.

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

Councilmembers provided comments.

Councilmember Bushey moved and Vice Mayor Hill seconded to accept the Economic Development Strategic Plan Annual Report.

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

Accepted report

c. <u>Successor Memorandum of Understanding with San Rafael Police Mid-Management</u> Association (SRPMMA)

Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Mid-Management Association (SRPMMA), Beginning June 1, 2024 Through June 30, 2027) (CM/HR)

Nick Biss, Principal Human Resources Analyst presented the Staff Report.

Staff responded to questions from the City Council.

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

Councilmembers provided comments.

Vice Mayor Hill moved and Councilmember Kertz seconded to adopt the resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Mid-Management Association (SRPMMA), Beginning June 1, 2024 Through June 30, 2027)

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

Resolution 15293 - Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Mid-Management Association (SRPMMA), Beginning June 1, 2024 Through June 30, 2027)

d. <u>Successor Memorandum of Understanding with San Rafael Fire Chief Officers' Association</u> (SRFCOA)

Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Fire Chief Officers' Association (SRFCOA), Beginning June 1, 2024 Through June 30, 2027) (CM/HR)

Nick Biss, Principal Human Resources Analyst presented the Staff Report.

Staff responded to questions from the City Council.

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

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Bushey seconded to adopt the resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Fire Chief Officers' Association (SRFCOA), Beginning June 1, 2024 Through June 30, 2027)

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

Resolution 15294 - Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Fire Chief Officers' Association (SRFCOA), Beginning June 1, 2024 Through June 30, 2027)

- e. <u>An Initiative Measure to Provide Funding for the Construction of a New Main Library and Community Center at Albert Park</u>
 - I. Certificate of Sufficiency of the Petition for the Proposed Initiative Measure Amending the City of San Rafael's Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park
 - II. Resolution Ordering the Submission to the Qualified Electors of the City of San Rafael a Citizen-Sponsored Initiative Measure to Amend the Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park in Downtown San Rafael, at the Consolidated General Election on Tuesday November 5, 2024; Establishing the Schedule for Submission of Ballot Arguments; and Authorizing and Requesting the County of Marin Conduct the Election (CC)

City Clerk Lindsay Lara and City Attorney Robert Epstein presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Joe O'Hare, San Rafael Public Library Foundation Board & Revitalize San Rafael Library and Community Center Campaign, Kingston Cole, Coalition of Sensible Tax Payers (COST), Chuck Stuckey, Gary Ragghianti, San Rafael Public Library Foundation, Brad Sears

Councilmembers provided comments.

Councilmember Bushey moved and Vice Mayor Hill seconded to Accept Certificate of Sufficiency of the petition for the proposed Initiative Measure amending the City of San Rafael's Municipal Code to provide funding for construction of a new main library and community center at Albert Park

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

Accepted Certificate of Sufficiency of the petition for the proposed Initiative Measure amending the City of San Rafael's Municipal Code to provide funding for construction of a new main library and community center at Albert Park

Councilmember Bushey moved and Vice Mayor Hill seconded to Adopt the Resolution Ordering the Submission to the Qualified Electors of the City of San Rafael a Citizen-Sponsored Initiative Measure to Amend the Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park in Downtown San Rafael, at the Consolidated General Election on Tuesday November 5, 2024; Establishing the Schedule for Submission of Ballot Arguments; and Authorizing and Requesting the County of Marin Conduct the Election.

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

Resolution 15295 - Resolution Ordering the Submission to the Qualified Electors of the City of San Rafael a Citizen-Sponsored Initiative Measure to Amend the Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park in Downtown San Rafael, at the Consolidated General Election on Tuesday November 5, 2024; Establishing the Schedule for Submission of Ballot Arguments; and Authorizing and Requesting the County of Marin Conduct the Election

OPEN TIME FOR PUBLIC EXPRESSION

The following people addressed the City Council regarding the City's labor agreements:

- The following speakers addressed the city council regarding SEIU labor negotiations:
 - o Jocelyn, Joe, Jana Blunt, Trisha Cerutti-Saylors, Kenny

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Kate adjourned the meeting at 9:36 p.m. in honor of Cyr Miller, former City Councilmemi	DE
LINDSAY LARA, City Clerk	
APPROVED THISDAY OF, 202	<u>'</u> 4
KATE COLIN, Mayor	



Agenda Item No: 4.b

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community & Economic Development

Prepared by: April Talley, Project Director City Manager Approval:

TOPIC: NORTHGATE MALL REDEVELOPMENT PROJECT ENVIRONMENTAL CONSULTING

SERVICES

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO

THE PROFESSIONAL SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE NORTHGATE MALL REDEVELOPMENT PROJECT IN AN AMOUNT OF \$175,895, FOR A TOTAL

CONTRACT AMOUNT OF \$510,851.

RECOMMENDATION:

Staff recommends that the City Council Authorize the City Manager to execute the second amendment to the professional services agreement with LSA Associates, Inc. for additional environmental consulting services associated with the Northgate Mall Redevelopment Project, in the amount not to exceed \$175,895, for a total not to exceed contract amount of \$510,851.

BACKGROUND:

The Northgate Mall is a 44.76-acre site consisting of six parcels (APNs: 175-060-12, -40, -59, -61, -66 & 67). Originally opened in 1965 with The Emporium as its original anchor tenant, the Mall is currently developed with 766,512 square feet of commercial space, surface parking lots, and one parking garage structure. In 2017, Melone Geier acquired the project site and, in March 2021, filed an application for the phased redevelopment of the Mall through the demolition of most of the mall structure including the Sears, Macy's, and Kohl's anchor buildings, redevelopment of commercial spaces, the construction of new commercial pads at the northern periphery of the property, construction of new structured and surface level parking facilities, development of approximately 1,422 multi-family dwelling units, and new community open space and amenities. The applicant proposes to complete this redevelopment in two phases pursuant to its 2025 Master Plan and 2040 Vision Plan.

The project will require environmental review pursuant to the California Environmental Quality Act (CEQA). In September 2021, following a Request for Proposal (RFP) process, staff selected the firm of LSA Associates, Inc. ("LSA") as the consultant to prepare an Environmental Impact Report (EIR) for the Northgate Mall redevelopment project. LSA's scope of work for services is outlined in Attachment 1. A summary of this scope is provided as follows:

FOR CITY CLERK ONLY	-
Council Meeting:	
Disposition:	

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

- Finalize Draft Environmental Impact Report. Preparation of an EIR is laid out in tasks from project initiation; technical study peer review; preparation of setting, impacts, and mitigation measures for CEQA topics; identification and evaluation of alternatives; preparation of appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories; and responding to public comments.
- Schedule/Timeline. LSA anticipates completion of the CEQA process with a Final EIR within 3 months of the City's execution of the amendment.
- Budget. The contract amendment is proposed with a not-to-exceed amount of \$175,895 and captures additional scope items and tasks to complete the Final EIR. See Attachment 2 for scope and cost details.

ANALYSIS:

City Staff have been working to coordinate the Draft Environmental Impact Report for the Northgate Mall Redevelopment Project. The City, along with LSA, issued the Draft Environmental Impact Report on January 5, 2024. The public comment period began on January 5th and ended on March 5, 2024. LSA has begun to enumerate and bracket public comments based on CEQA relevancy and will respond to comments in the Final Environmental Impact Report. Upon completion, the Final Environmental Impact Report will be presented to the Planning Commission for acceptance.

The second amendment to the professional services agreement will support the completion of the outstanding administrative tasks associated with finalizing the Final Environmental Impact Report.

FISCAL IMPACT:

The proposal from LSA to finalize the Draft Environmental Impact Report totals \$175,895. This would increase the total contract amount to \$510,851.

The funds needed to cover the cost of these services will be covered by the project applicant as agreed upon in their executed Reimbursement Agreement.

OPTIONS:

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

- 1. Authorize the City Manager to execute the contract amendment.
- 2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.
- 3. Take no action.

RECOMMENDED ACTION:

Staff recommends that the City Council:

Authorize the City Manager to execute the second amendment to the professional services agreement with LSA Associates, Inc. for additional environmental review services associated with the Northgate Townsquare Project, in the amount not to exceed \$175,895, for a total not-to-exceed contract amount of \$510,851.

ATTACHMENTS:

- 1. Second Amendment to the Professional Services Agreement with LSA Associates for environmental review services.
- 2. LSA Scope and Cost Proposals

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE NORTHGATE MALL REDEVELOPMENT APPLICATION

THIS SECOND AMENDMENT to the Professional Services Agreement by and
between the CITY OF SAN RAFAEL (hereinafter "CITY"), and LSA ASSOCIATES, INC
(hereinafter "CONSULTANT"), is made and entered into as of the6th day of
June, 2024.

RECITALS

WHEREAS, the CITY and CONSULTANT entered into a Professional Services Agreement dated December 3, 2021 to perform professional services in connection with CITY'S Northgate Mall Redevelopment Application project, for an amount not to exceed \$260,350 (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 proposal dated June 6, 2024, attached to this Second Amendment as Exhibit A 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 to this Second Amendment, on a fixed fee basis in accordance with the Exhibit A, in a not-to-exceed amount of \$175,895, and to change the total not-to-exceed amount under the Agreement to \$510,861.
- 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 Second Amendment on the day, month, and year first above written.

CITY	OF	SAN	RAFAEL

CONSULTANT

CRISTINE ALILOVICH, City Manager	By:
	Name:
ATTEST:	Title:
	[If Contractor is a corporation, add signature of second corporate officer]
LINDSAY LARA, City Clerk	
	By:
APPROVED AS TO FORM:	Name:
	Title:
ROBERT F. EPSTEIN, City Attorney	



CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

June 6, 2024

April Talley Project Director City of San Rafael 1400 Fifth Avenue San Rafael, CA 94901

Subject: Northgate Mall Redevelopment Project Environmental Review - Contract Modification

Request #5 to Complete the Final Environmental Impact Report

Dear April:

The purpose of this letter is to formally request a Contract Modification for the Northgate Mall Redevelopment Project environmental review process, which was initiated in October 2021. LSA is requesting additional funds to respond to public comment and prepare and finalize the Final EIR for certification. As of the Draft EIR comment period close on March 15, 2024, approximately 260 comment letters have been received. While the majority are brief one-page submissions that include 1 to 5 individual comments requiring a response that cross references more substantive earlier comments and responses, approximately 20 of the letters submitted include detailed comments on technical items that require additional research and analysis in order to provide a thorough response. A number of these letters were submitted by law firms representing various public interest groups and organizations. These 20 letters alone comprise approximately 175 discrete comments. LSA estimates a total of approximately 500 total comments were received on the Draft EIR.

The original contract assumed a placeholder budget of \$18,230 to prepare the Administrative Draft Response to Comments Document and a total budget of \$29,605 for the entire Final EIR effort. Based on LSA's experience in preparing responses to comments and Final EIRs for similar large-scale projects subject to intense public scrutiny, LSA assumes an average cost of \$375 to respond to an individual comment; this takes into account reviews of each comment by planning and technical staff as necessary, bracketing of comments, organization and coordination with team members on draft responses, drafting of responses, revisions as needed, and QA/QC by LSA's document management staff. The use of master responses and cross-referencing is also assumed. This also assumes additional meetings and coordination with the project team, as well as up to two rounds of consolidated reviews by the City.

Assuming a total of 500 comments at an average cost of \$375 per comment; LSA's cost estimate to complete the Response to Comments Document is \$187,500. Please note that to date, and through submittal of the Administrative Draft of responses to all agency and organization comments, LSA has expended approximately \$116,605. This includes organization, bracketing and drafting of responses to all other comments. LSA is currently in the process of finalizing the responses to the individual comments and the public hearing transcript comments for submittal to the City for review.

 $6/7/24\ (P:\CSR2001.03\ Northgate\ADMIN\Contract\Northgate\ EIR_ConMod5_060624.docx)$



Given the above, **LSA** is requesting a contract modification in the amount of \$157,895 to complete the Final EIR for the Northgate Mall Redevelopment Project. This would bring the total contract amount to \$510,851.

We would be glad to discuss this request further if you have any questions or suggestions. We request that written authorization for the requested contract modification be provided at your earliest possible convenience.

Sincerely,

LSA Associates, Inc.

Theresa Wallace, AICP

Theresalvallace

Principal



Agenda Item No: 4.c

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community & Economic Development Department

Prepared by: April Talley, City Manager Approval:

TOPIC: AGREEMENT FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTING

SERVICES

Project Director

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES

AGREEMENT WITH M-GROUP FOR ON-CALL PLANNING AND ENVIRONMENTAL

CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.

RECOMMENDATION:

Authorize the City Manager to enter into a Professional Services Agreement with M-Group for on-call planning and environmental consulting services in an amount not to exceed \$250,000.

BACKGROUND:

The M-Group has been providing on-call planning and environmental consulting services to provide additional staff augmentation for increased development applications and to address short-term staffing gaps. These conditions continue to exist and, therefore, necessitate the need for ongoing on-call planning and environmental consulting services, especially as the department continues to process applications for a myriad of lower-profile development applications and numerous larger residential (Dominican Valley) and mixed-use (Northgate Mall) development applications. Because of the complexity and amount of time involved in analyzing land use and environmental review applications, the department continues to need assistance from land use and environmental consulting firms to provide guidance on the CEQA process and to prepare the necessary land use and environmental documents.

ANALYSIS:

M-Group has consistently demonstrated that they have staff with the ability and flexibility to deliver high-quality services. The firm has been instrumental in moving development applications through the City's entitlement phase in light of staffing challenges. As such, M-Group has been assigned project management to complex development projects such as Northgate Town Square and has stepped in as critical support by providing staffing assistance processing minor land use permits as well as preparing and reviewing environmental documents.

Staff is seeking to extend the on-call planning and environmental consulting services from M-Group through December 2025 with a total contract not to exceed \$250,000. This will cover existing

FOR CITY CLERK ONLY	-
Council Meeting:	
Disposition:	

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

commitments for project management, as well as allow staff to request assistance from the firm as needed on a project-by-project basis. The CED Director will review and approve each individual project, scope of work and cost estimates, as they are needed. Copies of the Professional Services Agreement, along with associated cost estimates, are attached.

FISCAL IMPACT:

The total amount of the not-to-exceed agreement is \$250,000. City initiated projects would be paid through the Community and Economic Development Department's professional services budget. Services for private development projects would be reimbursed by developer deposits and would not have a fiscal impact on the City's budget.

OPTIONS:

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

- 1. Authorize the City Manager to enter into the agreement;
- 2. Authorize the City Manager to enter into the agreement with modifications;
- 3. Direct staff to return with more information; or
- 4. Take no action.

RECOMMENDED ACTION:

Authorize the City Manager to enter into a Professional Services Agreement with M-Group for on-call planning and environmental consulting services in an amount not to exceed \$250,000.

ATTACHMENTS:

- 1. Professional Services Agreement with M-Group for on call planning and environmental consulting services.
- 2. M-Group Staffing Amendment Proposal

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SAN RAFAEL AND

METROPOLITAN PLANNING GROUP DBA M-GROUP FOR ON-CALL PLANNING AND ENVIRONMENTAL REVIEW SERVICES

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 Metropolitan Planning Group, 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 May 28, 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

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rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$250,000.

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 December 31, 2025.

4. PROJECT COORDINATION.

- A. **CITY'S Project Manager.** Community and Economic Development 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. Heather Hines 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. <u>ASSIGNABILITY</u>.

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. <u>INDEMNIFICATION</u>.

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:

To **CONSULTANT**'s Project Director:

Micah Hinkle, Community and Economic Heather Hines, Principal Development Director 1400 Fifth Avenue San Rafael, CA 94901

1275 4th Street, #265 Santa Rosa, CA 9504

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 CONSULTANT and CITY expressly intend and agree that the status of the CITY. CONSULTANT, its officers, agents and employees be that of an Independent Contractor and not that of an employee of CITY.

16. ENTIRE AGREEMENT -- AMENDMENTS.

- 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.
- This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the CITY.
- 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. <u>COUNTERPARTS AND ELECTRONIC SIGNATURE</u>.

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.



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, signature of second corporate officer]	add
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.



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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

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- 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. **CONSUTLANT** 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

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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**.

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June 7, 2024

Micah Hinkle
Director of Community and Economic Development Administration and Innovation
City of San Rafael
1400 Fifth Avenue, Top Floor
San Rafael, CA 94901

Dear Micah,

I am pleased to prepare this letter proposal to renew M-Group's contract with the City of San Rafael. We pride ourselves on ongoing work with our clients to prepare quality work product with flexibility to respond to each jurisdiction's changing needs and timelines. M-Group has provided staffing assistance to the City of San Rafael since 2014and our team looks forward to continuing that work with you and your staff.

This contract is intended to augment and extend our current contract for staffing support. Under this contract, M-Group will provide professional planning services for development and environmental review projects assigned by the City. More specifically, these services will generally consist of, but not be limited to, the following:

- Review development project materials and environmental technical studies as needed
- Writing of reports, correspondence, findings, and conditions of approval
- Attend meetings with applicants and City staff
- Complete research and make recommendations
- Conduct site inspections
- Attend and presentation at public meetings such as Design Review Board, Planning Commission, and City Council

M-Group will also provide on call environmental review services for project level environmental review. A separate project level budget may be required at the direction of staff for more complex environmental review assignments to ensure full cost recovery capture. These services may include, but are not limited to, the following:

- Expanded justifications for categorical and statutory exemptions
- Consistency analysis
- Initial Studies
- Negative Declarations and Mitigated Negative Declarations
- Environmental Impact Reports
- Project management of environmental analysis
- Peer review of environmental documents and technical studies

Additionally, M-Group may provide professional planning services to assist the City with advanced planning and special projects as requested by the City. These services may include, but are not limited to, the following:

- City initiated zoning updates
- Annual Housing Element Report
- Environmental review of City projects
- Public outreach and educational efforts on advanced planning and policy issues
- Project management for city led initiatives

This contract will extend to December 31, 2025 and will be charged on a time and materials basis. There is a not to exceed budget of \$250,000 for work under this contract. M-Group's 2024 hourly rates are attached, and rates will be charged based on the position assigned to a specific project under agreement with the City. These rates shall be subject to annual review on January 1st of each year consistent with M-Group's standard annual rate increases. Charges will be billed monthly.

Please let me know if there is anything additional needed at this time. I look forward to continuing to work together.

Sincerely,

HEATHER HINES

Principal hhines@m-group.us 707.318.6208

Attachments:

M-Group 2024 rate sheet

Cc: Margaret Kavanaugh-Lynch, Planning Manager April Talley, Project Director



Agenda Item No: 4.d

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community & Economic Development Department

Prepared by: April Talley,

Project Director

City Manager Approval:

TOPIC: AGREEMENT FOR FISCAL IMPACT ANALYSIS AND REAL ESTATE ADVISORY

SERVICES

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE

AGREEMENT FOR PROFESSIONAL SERVICES WITH SEIFEL CONSULTING FOR CONTINUED FISCAL IMPACT ANALYSIS AND REAL ESTATE ADVISORY SERVICES RELATED TO THE NORTHGATE TOWN SQUARE PROJECT IN AN AMOUNT OF \$30,000, FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$104,900.

RECOMMENDATION:

Authorize the City Manager to execute the first amendment to the Agreement for Professional Services with Seifel Consulting for continued fiscal impact analysis and real estate advisory services related to the Northgate Town Square project in an amount of \$30,000, for a total not to exceed contract amount of \$104,900

BACKGROUND:

The Northgate Mall (Mall) is a 44.76-acre site consisting of six parcels (APNs: 175-060-12, -40, -59, -61, -66 & 67). Originally opened in 1965 with The Emporium as its original anchor tenant, the Mall is currently developed with 766,512 square feet of commercial space, surface parking lots, and one parking garage structure. In 2017, Melone Geier acquired the project site and, in March 2021, filed an application for the phased redevelopment of the Mall through the demolition of most of the mall structure, including the Sears, Macy's, and Kohl's anchor buildings, redevelopment of commercial spaces, the construction of new commercial pads at the northern periphery of the property, construction of new structured and surface level parking facilities, development of housing units, and new community open space and amenities. The applicant proposes to complete this redevelopment in two phases pursuant to its 2025 Master Plan and 2040 Vision Plan.

The City has utilized Seifel Consulting to analyze the financial impacts of the Northgate Town Square on city resources. Seifel's analysis to date has also helped inform Development Agreement negotiations between the City and Merlone Geier.

FOR CITY CLERK ONLY	
Council Meeting:	
Disposition:	

ANALYSIS:

Seifel Consulting has analyzed specific project deal points to determine the fiscal impact to the City's general fund revenues and expenditures. There is new project data that the City needs to analyze as a part of its ongoing due diligence on the proposed project. As such, the staff is seeking to amend the professional services agreement to allow Seifel to finalize its analysis using the latest project data.

FISCAL IMPACT:

The proposal from Seifel Consulting totals \$30,000. This would increase the total contract amount to \$104,900. The funds needed to cover the cost of this service will be covered by the project applicant as agreed upon in the executed reimbursement agreement.

OPTIONS:

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

- 1. Authorize the City Manager to execute the contract amendment.
- 2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.
- 3. Take no action.

RECOMMENDED ACTION:

Authorize the City Manager to execute the first amendment to the Professional Services Agreement with Seifel Consulting for continued fiscal impact analysis and real estate advisory services related to the Northgate Town Square project in an amount of \$30,000, for a total not to exceed contract amount of \$104,900.

ATTACHMENTS:

- 1. First Amendment to the Professional Services Agreement with Seifel Consulting for fiscal impact analysis and real estate advisory services.
- 2. Seifel Consulting Scope of Work.

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SEIFEL CONSULTING, INC. FOR FINANCIAL ANALYSIS SERVICES FOR NORTHGATE TOWN SQUARE DA PROCESS

THIS FIRST AMENDMENT to the Professional Services Agreement by and between
the CITY OF SAN RAFAEL (hereinafter "CITY"), and SEIFEL CONSULTING, INC.
(hereinafter "CONSULTANT"), is made and entered into as of the day of
, 202

RECITALS

WHEREAS, the CITY and CONSULTANT entered into a Professional Services Agreement dated November 18, 2022 to perform professional services in connection with CITY'S Northgate Town Square DA, for an amount not to exceed \$74,900 (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 proposal dated May 10, 2024, attached to this First Amendment as Exhibit A 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 to this First Amendment, on a fixed fee basis in accordance with the Exhibit A, in a not-to-exceed amount of \$30,000, and to change the total not-to-exceed amount under the Agreement to \$104,900.
- 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
CDICTDIE ALII OVICII C'A M	By:
CRISTINE ALILOVICH, City Manager	Name:
ATTEST:	Title:
	[If Contractor is a corporation, add signature of second corporate officer]
LINDSAY LARA, City Clerk	
	By:
APPROVED AS TO FORM:	Name:

Title:_

ROBERT F. EPSTEIN, City Attorney



DRAFT FOR INTERNAL REVIEW ONLY

June 12, 2024

Ms. April Talley and Mr. Micah Hinkle City of San Rafael 1400 5th Avenue 3rd Floor San Rafael, CA 94901 email: Micah.Hinkle@cityofsanrafael.org

Re: Contract Amendment #1- Proposed Amendment to Provide Real Estate Advisory Services Related to Northgate Mall Redevelopment

Dear Ms. Talley and Mr. Hinkle,

Seifel Consulting appreciates this opportunity to continue to provide advisory services to the City of San Rafael regarding the proposed redevelopment of the Northgate Mall, which is also known as Northgate Town Square. We are requesting a contract amendment #1 to our existing contract because the project timeline is being extended through 2024 and additional work needs to be performed prior to the approval of the proposed project and its associated development agreement.

The existing contract anticipated that work would be completed during a 6-12 month time frame during 2023, and substantial additional services have been performed at the direction of City staff that have resulted in the expenditure of the existing contract budget amount. The following is a brief summary of work performed as of November 2023.

Task 1- Project Initiation, Meetings and Coordination

Key components of this task have been completed, although the scope of services is anticipated to continue to evolve through 2024:

- Gathered and reviewed relevant documents and data provided by City staff and the Merlone Geier development team (MG).
- Prepared for and facilitated numerous coordination calls/meetings with City staff, which included review of next steps and the project schedule, and advisory services on the project.
- Refined and augmented various components of the work program at the direction of City staff.

Task 2- Real Estate Advisory Services (Additional services still needed through 2024)

Key components of this task have been completed, although additional real estate advisory services will be needed through 2024:

- Reviewed and analyzed relevant information provided by MG regarding the proposed development.
- Performed due diligence on MG's development proposal and supporting information provided by MG, including development revenues and costs for both the market rate and affordable housing components of the program.

- Reviewed the draft fiscal analysis prepared by Kosmont Companies on the proposed project and provided comments to City staff, which led to City staff requesting that we perform additional fiscal advisory services as described in Task 4 below.
- Performed an initial evaluation of the community benefits being offered by the developer as part of the development agreement, which included discussions regarding whether and how these community benefits would exceed what is required by relevant City requirements for this type of development in accordance with California Government Code Section 65864-65869.5.
- Prepared for and attended numerous calls with City staff and City attorney regarding various real estate issues associated with the development agreement negotiations.

Task 3- Public Meetings (Additional services still needed through 2024)

Some components of this task have been completed, and additional services will be needed through 2024:

 Assisted City staff in preparing for the public review process, which included review of relevant sections of the Draft Environmental Impact Report (DEIR) and advisory services related to household size and employment generation.

Task 4- Additional Services (Additional services still needed through 2024)

At the request of City staff, we performed additional services in collaboration with City staff that included advice regarding the proposed housing program and the preparation of a more comprehensive draft fiscal impact analysis that incorporated significant additional data and analysis regarding the potential impact on the City's General Fund from the Northgate Mall redevelopment.

Housing and Community Benefit Advisory Services

- Performed due diligence on the proposed housing program, which included the assembly and review of relevant market, construction and development data for apartment and townhome units.
 - Advised on a scope of work for a current residential market analysis for Northgate area plus other areas of the City and coordinated with The Concord Group regarding the preparation of the market analysis, as well as use of the data for the housing and fiscal analysis.
- Performed due diligence regarding the proposed affordable housing program described in the Northgate Town Square 2025 Master Plan and 2040 Vision Plan (May 2023).
- Prepared a summary financial analysis of the potential developer cost under three alternative affordable housing scenarios: 1) proposed land dedication/EAH affordable housing development, 2) in-lieu fee option and 3) onsite inclusionary housing provision.
- Reviewed and refined findings from this analysis with staff to help inform the Development Agreement (DA) negotiations regarding community benefits.
- Facilitated calls with City staff, MG and its non-profit development partner, EAH, to clarify MG's proposed land dedication for affordable housing and its development.

Fiscal Advisory Services

- Prepared a significant update to the fiscal impact analysis (FIA) of the proposed redevelopment of the Northgate Mall, which included the preparation of a detailed FIA model.
- Conducted numerous conference calls with City staff regarding the FIA update, which included due diligence review of relevant information submitted by the MG on the proposed project, as well as data provided by City staff regarding historical and existing assessed value for properties included within the project boundaries, as well as retail sales tax generation.
- Reviewed the proposed development plans and phasing programs for the 2025 Master Plan and 2040 Vision Plan in relationship to Marin County Assessor data regarding the development parcels,

- summarized the development program by land use and phasing, and then developed a series of supporting tables for the FIA model how retail space is demolished and redeveloped.
- Reviewed and provided feedback regarding the DEIR regarding the proposed land use and the projected numbers of households and employees.
- Prepared and refined projections of the potential service population from the change in residents and employees due to the Northgate Town Square 2025 Master Plan and 2040 Vision Plan.
- Gathered and analyzed additional data and reports to inform the fiscal analysis, including data regarding historical and potential retail sales taxes, land prices, number of development parcels, development costs, potential residential and commercial development values.
- Prepared and refined a series of FIA tables that document the development program, key assumptions and potential fiscal revenues and costs to the City's General Fund at the build out of the 2025 Master Plan and 2040 Vision Plan.
- Prepared several rounds of updated draft summary tables, graphs and supporting appendix tables that summarize the fiscal impact analysis.

Given that the work program is anticipated to extend through December 2024, and substantial additional services still need to be performed at the direction of City staff, the following pages present the proposed work program and budget for the proposed contract amendment #1.

Please feel free to contact us with any questions or suggested modification.

Sincerely,

Libby Seifel

Elizabeth (Libby) Seifel President, Seifel Consulting, Inc.

City of San Rafael Seifel Consulting, Inc.

Scope of Work

Contract Amendment #1

Background

Merlone Geier Partners (Project Applicant or developer) is proposing to redevelop the Northgate Mall as a mixed use development in the City of San Rafael (City or Client), which is known as the Northgate Town Square development. The development would include transit-oriented housing as well as interconnected community gathering spaces and retail that would encourage public interaction. Central to this vision is the creation of the new outdoor town square that will serve as the heart of the project, attracting residents throughout the City and new retailers to this one-of-a-kind destination in Marin County. The developer is proposing to enter into a development agreement with the City, which would include the provision of the town square property as a community benefit.

Seifel Consulting (Seifel) is requesting a contract amendment #1 to Seifel's existing contract for the Northgate Town Square development to provide the following additional services as requested by City staff:

- Provide additional real estate, housing and fiscal advisory services as directed by staff and summarized below.
- Prepare additional work products and attend public meetings through 2024.

Task 1.1 Project Coordination

Throughout the work effort, we will conduct coordination calls or meetings with City staff and/or the developer as needed to ensure the work is accomplished effectively. These calls or meetings will be scheduled periodically and will serve to evaluate the progress of the project work, obtain additional information and review work performed to date.

Task 2.1 Real Estate Advisory Services

Based on our understanding of the work program, Seifel proposes to perform the following services in collaboration with City staff and legal counsel:

- Prepare for and attend meetings with City staff to discuss proposed communication with the developer, negotiation strategies and preparation of the development agreement.
- Provide as-needed consultation via meetings or teleconferences with City staff.

Task 3.1 Public Meetings

Based on our initial understanding of the public meeting process, Seifel proposes to perform the following services:

- Assist City staff during the public review process.
- Assist City staff in preparing for public meetings, hearings and presentations on the proposed project and potential development agreement to the Planning Commission and City Council.
- Present findings and recommendations at two public meetings...

Task 4.1 Additional Advisory Services

This scope of services is based on our initial understanding of our role and tasks to be performed for this assignment. Seifel will provide additional services upon client approval and within a separate additional services budget to be mutually agreed upon, which may include, but are not limited to:

- Prepare additional analyses or written products, as mutually agreed upon, which may include a review
 of submittals by the developer with respect to the use of concession(s) per State Density Bonus law or
 other proposed components of the development or master plan.
- Provide additional advisory services, as mutually agreed upon.
- Provide a peer review of documents and fiscal and economic analysis provided by the developer and its consultants, which may be subject to a confidentiality agreement.
- Prepare presentations for and/or participate in additional meetings beyond those described above.
- Conduct extensive review of supporting data.
- Retain additional professional advice to inform the work program, such as the cost estimation or property appraisal assistance.
- Review and advise on other related issues and/or documents as needed.

In addition to the additional services that were described and approved in our existing contract for Task 4, the following additional services have been requested by City staff as described below in Tasks 4.1A.

Task 4.1A Additional Services

As directed by City staff, Seifel will prepare the following additional advisory services, economic analyses, work products and supporting materials regarding the proposed housing program, community benefits and the potential fiscal impact on the City's General Fund.

Housing and Community Benefit Advisory Services

- If needed, update the financial analysis regarding the proposed affordable housing program based on proposed revisions to the development program as of Spring 2024, which summarizes and compares three alternative affordable housing scenarios.
- Prepare one updated draft and final version of the supporting financial tables and associated appendix tables based on input from City staff.
- Assist staff in preparing a summary of findings for the Planning Commission and/or City Council meeting, which may include the preparation of presentation slides.

Fiscal Advisory Services

- Update the draft fiscal impact analysis (FIA) that was prepared for the Northgate Town Square 2025
 Master Plan and 2040 Vision Plan (submitted in May 2023) to reflect the updated proposed
 development program to be submitted by Merlone Geier in Spring 2024 and related assumptions. (As
 agreed upon with City staff, the FIA will continue to be based on the same market values, affordable
 housing values and General Fund revenue and cost assumptions that were utilized in the draft 2023
 FIA tables.)
- Prepare updated draft and final versions of the supporting FIA tables and associated appendix tables based on input from City staff.
- Prepare for and facilitate conference calls with City staff and/or MG.

- Prepare a draft and final memorandum of findings regarding the potential fiscal impact on the General Fund.
- Assist staff in preparing a summary of findings for the City Council meeting, which may include the preparation of presentation slides.

Work Products and Schedule

As directed by staff, we will provide work products that will include summary tables, graphs, presentation slides, electronic communication of initial findings, memoranda and reports, as directed by staff. All work products will be prepared in electronic PDF format for use by staff and other interested parties. The schedule for delivery of the work products will be discussed and mutually agreed upon with staff.

Draft and Final Work Products

Housing and Community Benefit Advisory Services

- Preparation of final draft and final summary tables, graphs and supporting appendix tables.
- Presentation slides for public meetings.

Fiscal Advisory Services

- Preparation of final draft and final summary tables, graphs and supporting appendix tables.
- Draft and final memorandum of findings regarding this analysis.
- Presentation slides for public meetings.

Exhibit B: Compensation

Seifel Consulting, Inc. bills on a time and materials basis and will continue to maintain its current billing terms through 2024. The contract amendment #1 to complete this additional work is \$30,000. The distribution of professional hours and associated additional services budget is shown in the table below.

The following table shows the original contract amount and the contract amendment #1.

Original Contract Amount	\$75,000
Basic Services (Tasks 1–3)	\$50,000
Additional Services (Task 4)	\$25,000
Contract Amendment Request #1	\$30,000
Amendment Budget	\$30,000
Contingency	To Be Determined (TBD) based on additional services

City of San Rafael
Seifel Consulting, Inc.



Agenda Item No: 4.e

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance / Library

Prepared by: Paul Navazio, Finance Director

Jinder Banwait, Administrative Analyst

City Manager Approval:

CAT

TOPIC: LIBRARY PA

LIBRARY PARCEL TAX RATE FOR FISCAL YEAR 2024-25

SUBJECT:

REPORT ESTABLISHING THE ANNUAL RATE ADJUSTMENT FOR THE SPECIAL LIBRARY SERVICES PARCEL TAX FOR THE FISCAL YEAR 2024-25 AS AUTHORIZED BY SAN RAFAEL MUNICIPAL CODE CHAPTER 3.36 (VOTER-

APPROVED MEASURE D)

RECOMMENDATION:

Accept the report concerning the San Rafael Special Library Services Parcel Tax rate adjustment for Fiscal Year 2024-25, from July 1, 2024, through June 30, 2023, based upon the Consumer Price Index (CPI) in accordance with Section 3.36.030 of the San Rafael Municipal Code.

BACKGROUND:

On June 7, 2016, San Rafael voters approved Measure D, amending the San Rafael Municipal Code (SRMC) Chapter 3.36 by extending, revising, and increasing the existing Special Library Services Parcel Tax ("Tax"). The approved Measure D tax rates were first assessed for the Fiscal Year 2017-18 and levied for a period of nine (9) years. The measure provides for an annual CPI adjustment commencing with the second year of the Tax.

ANALYSIS:

SRMC section 3.36.030, "Imposition of the Tax," stipulates that an annual adjustment to the Tax rate shall be applied commencing in the second year based on the annual percentage increase, if any, in the previous fiscal year to the San Francisco-Oakland-Hayward Price Index for All Urban Consumers ("CPI"), not to exceed 3 percent annually.

Utilizing the Bureau of Labor Statistics - Western CPI Summaries (BLS-WS) for the San Francisco-Oakland-Hayward, CA, All Urban Consumers Index, the April 2023 Index was 338.496, and the April 2024 Index was 351.247, resulting in a year-over-year change of 3.767 percent.

FOR CITY CLERK ONLY	

Council Meeting:

Disposition:

Based on this result, the annual rate adjustment for the Library Parcel Tax is determined by the cap of 3 percent, as provided for in SRMC section 3.36.030. Adjusting the Library Parcel Tax rate by 3 percent results in the following tax rate schedule:

Section 3.36.030 Imposition of Tax:

Parcel Rate Types	FY 2023-24 Rates	FY 2024-25 Rates with CPI Adjustment
Single-family residential Parcel	\$69.06	\$71.12
Multi-Family Residential or Other Residential Parcel	\$69.06 + \$11.70 per Living unit, in excess of one, up to a maximum of \$1,171.56 per year per parcel	\$71.12 + \$12.04 per Living unit, in excess of one, up to a maximum of \$1,206.70 per year per parcel
Non-Residential Parcel	\$69.06	\$71.12

Any additional funds generated by this rate adjustment will be used in accordance with the language of Measure D to "maintain library hours, equipment, materials, and services for children, teens, and adults." Additionally, any increase in revenue will help to offset the decrease in revenue seen annually due to the increasing number of senior exemptions filed for the tax.

FISCAL IMPACT: The current fiscal year 2023-24 tax revenues generated by this assessment are estimated at \$1,167,507. Applying the 3 percent rate adjustment to FY 2024-25, tax revenues are estimated to be \$1,202,532, representing an increase of \$35,025. All revenues generated by this assessment are recorded in the Library Special Assessment Special Revenue Fund (215).

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

- 1. Accept the report.
- 2. Direct staff to return with more information.
- 3. Take no action.

RECOMMENDED ACTION:

Accept the report concerning the San Rafael Special Library Services Parcel Tax rate adjustment for Fiscal Year 2024-25, from July 1, 2024, through June 30, 2025, based upon the Consumer Price Index (CPI) in accordance with Section 3.36.030 of the San Rafael Municipal Code.



Agenda Item No: 4.g

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire

From: Abraham Roman, Fire Chief

City Manager Approval:

Thomas Wong, Senior Mgmt Analyst

TOPIC: PARAMEDIC TAX RATE FOR FISCAL YEAR 2024-25

SUBJECT: RESOLUTION MAINTAINING PARAMEDIC SERVICE SPECIAL TAX RATES AT

THEIR CURRENT LEVELS FOR FISCAL YEAR 2024-25

RECOMMENDATION:

Adopt a resolution maintaining Paramedic Service Special Tax Rates at their current levels for Fiscal Year 2024-25.

BACKGROUND:

Disposition:

In 1979, the voters of San Rafael approved a "Paramedic Service Special Tax," adding Chapter 3.28 to the San Rafael Municipal Code (SRMC) to support a paramedic program. The original ordinance established the authority of the City Council to set the tax rates, up to a maximum tax rate as approved by the voters, based upon a budget recommendation by the City Manager. The tax was applied at a flat rate per residential dwelling. At the same time, this tax was also approved by three separate jurisdictions that receive paramedic service through contract from the City of San Rafael, including the Marinwood Community Services District (CSD), County Service Area (CSA) No.13 (Upper Lucas Valley), and County Service Area (CSA) No. 19. There was no sunset provision included in the original tax.

In 1988, the voters approved an extension of the tax to improve non-residential structures, which was levied on a building square footage basis.

In November 2006, the voters of San Rafael passed Measure P, which increased the maximum tax rate to \$85.00 per residential unit and to \$0.11 per square foot of structures on non-residential property. The other service areas approved similar paramedic tax rates to align with San Rafael's measure.

In November 2010, the voters of San Rafael passed Measure I, which increased the maximum Paramedic Service Special Tax rate from \$85.00 to \$108.00 per residential unit and from \$0.11 to \$0.14 per square foot for the non-residential tax rate.

Council Meeting:	FOR CITY CLERK ONLY	

In November 2011, the voters of CSA No. 13 and CSA No. 19 passed Measures E and F, respectively. These measures increased the maximum residential tax rate from \$85.00 to \$95.00 per residential unit and the non-residential tax rate from \$0.11 to \$0.132 per square foot for both service areas. Marinwood CSD continues under its Measure M rate of \$85.00 for residential and \$0.11 per square foot for non-residential.

ANALYSIS:

SRMC section 3.28.060, "Annual Revision and Incidental Charges," stipulates that the City Council shall determine annually the basic tax rate reflect charges and costs. The current tax rates are set at their voter-approved maximums, and based upon projected expenditures, revenues will be insufficient to cover the operating expenses of the paramedic program for the upcoming fiscal year; however, there is adequate fund balance to fully fund the program. At the current rate, the fund balance may be exhausted in the near future, absent a voter-approved increase in the maximum tax rate in all jurisdictions.

As the current tax rate for San Rafael is at its maximum, staff recommend maintaining the current residential rate of \$108 per living unit in the City. For non-residential properties, staff recommends maintaining the current rate of \$0.140 per square foot for the City (See Attachment I).

The City will continue to collect 100% of the Paramedic Service Special Tax revenue that is generated in CSAs 13, 19, and Marinwood. These funds are collected by the County of Marin Assessor's Office and transferred to the City along with the revenues generated in San Rafael.

FISCAL IMPACT:

FY 2024-25, tax revenues are estimated to be \$5,318,560, representing an increase of \$1,135 from FY 2023-24. All revenues generated by this assessment are recorded in the Paramedic Service Special Tax Fund (210). Paramedic Tax revenues represent roughly 60% of the \$8.92 million in total revenues projected for the Paramedic Services Special Tax Fund, which also includes \$3.2 million in revenues from third-party billings related to ambulance transport.

Historically, the Paramedic Service Special Tax Fund covers approximately 27% of the cost of the fire and emergency medical service, with the balance funded from the City's General Fund. Absent future increases to the Paramedic Tax rates assessed within the City and across the entire Fire Department service area, the Paramedic Service Special Tax Fund will not be able to sustain this level of support towards the cost of fire and emergency medical services, which could lead to reductions in service levels.

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

- 1. Adopt the resolution.
- 2. Direct staff to return with more information.
- 3. Take no action.

RECOMMENDED ACTION:

Adopt the resolution maintaining Paramedic Service Special Tax Rates at their current levels for Fiscal Year 2024-25.

ATTACHMENTS:

- 1. Resolution
- 2. Attachment I (Paramedic Rate and Ratio History)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL MAINTAINING PARAMEDIC SERVICE SPECIAL TAX RATES AT THEIR CURRENT LEVELS FOR FISCAL YEAR 2024-25

WHEREAS, the electors of the City of San Rafael in 1979 and in 1988, adopted a Paramedic Service Special Tax (Chapter 3.28 of the San Rafael Municipal Code) to be imposed annually upon all residential units and non-residential structures within the City of San Rafael; and

WHEREAS, on November 2, 2010, the electors of the City of San Rafael approved Measure "I", subsequently designated as Ordinance No. 1891, increasing the ceiling on the Paramedic Service Special Tax rate to \$108.00 per residential unit and to \$0.14 per square foot of non-residential structures; and

WHEREAS, the current annual Paramedic Service Special Tax rates in the city limits of the City of San Rafael are \$108.00 per residential unit and \$0.140 per square foot of non-residential structures; and

WHEREAS, the City Council, after reviewing the proposed budget recommendation of the City Manager, finds that for the City of San Rafael, the basic rate is insufficient to cover the cost of providing the paramedic service to San Rafael residents; however, the current tax rate for San Rafael is at its maximum rate as approved by the voters.

NOW, THEREFORE, BE IT RESOLVED by the San Rafael City Council that:

1. The Paramedic Service Special Tax rates in the City of San Rafael shall be maintained at their current levels, at \$108.00 per year for each residential unit and \$0.140 per square foot for non-residential structures, for Fiscal Year 2024-25.

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 Council of said City on Monday, the 17th day of June 2024, by the following vote, to wit:

		LINDSAY LARA, City Clerk
ABSENT	COUNCILMEMBERS:	
NOES:	COUNCILMEMBERS:	
AYES:	COUNCILMEMBERS:	

CITY OF SAN RAFAEL HISTORY OF TAX RATES AND CAPS

Fiscal Year	Residential Tax Rate	Αı	uthorized Cap	No	n-Residential Tax Rate	Au	thorized Cap
2014-15	\$ 89.00	\$	108.00	\$	0.1200	\$	0.1400
2015-16	\$ 89.00	\$	108.00	\$	0.1200	\$	0.1400
2016-17	\$ 89.00	\$	108.00	\$	0.1200	\$	0.1400
2017-18	\$ 92.00	\$	108.00	\$	0.1250	\$	0.1400
2018-19	\$ 95.00	\$	108.00	\$	0.1320	\$	0.1400
2019-20	\$ 95.00	\$	108.00	\$	0.1320	\$	0.1400
2020-21	\$ 99.00	\$	108.00	\$	0.1400	\$	0.1400
2021-22	\$ 99.00	\$	108.00	\$	0.1400	\$	0.1400
2022-23	\$ 104.00	\$	108.00	\$	0.1400	\$	0.1400
2023-24	\$ 108.00	\$	108.00	\$	0.1400	\$	0.1400
2024-25 Proposed	\$ 108.00	\$	108.00	\$	0.1400	\$	0.1400

CSA# 13, and CSA# 19 HISTORY OF TAX RATES AND CAPS

Fiscal Year	Residential Tax Rate		A	uthorized Cap	No	n-Residential Tax Rate	Au	thorized Cap
2014-15	\$	89.00	\$	95.00	\$	0.1200	\$	0.1320
2015-16	\$	89.00	\$	95.00	\$	0.1200	\$	0.1320
2016-17	\$	89.00	\$	95.00	\$	0.1200	\$	0.1320
2017-18	\$	92.00	\$	95.00	\$	0.1250	\$	0.1320
2018-19	\$	95.00	\$	95.00	\$	0.1320	\$	0.1320
2019-20	\$	95.00	\$	95.00	\$	0.1320	\$	0.1320
2020-21	\$	95.00	\$	95.00	\$	0.1320	\$	0.1320
2021-22	\$	95.00	\$	95.00	\$	0.1320	\$	0.1320
2022-23	\$	95.00	\$	95.00	\$	0.1320	\$	0.1320
2023-24	\$	95.00	\$	95.00	\$	0.1320	\$	0.1320
2024-25 Proposed	\$	95.00	\$	95.00	\$	0.1320	\$	0.1320

MARINWOOD (CSD) HISTORY OF TAX RATES AND CAPS

Fiscal Year	Residential Tax Rate		Aı	uthorized Cap	No	n-Residential Tax Rate	Au	thorized Cap
2014-15	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2015-16	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2016-17	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2017-18	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2018-19	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2019-20	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2020-21	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2021-22	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2022-23	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2023-24	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100
2024-25 Proposed	\$	85.00	\$	85.00	\$	0.1100	\$	0.1100

Paramedic Tax Ratio

Fiscal Year	Residential	Non-Residential
2014-15	63.60%	36.40%
2015-16	63.60%	36.40%
2016-17	56.99%	43.01%
2017-18	53.97%	46.03%
2018-19	53.40%	46.60%
2019-20	53.35%	46.65%
2020-21	52.77%	47.23%
2021-22	52.79%	47.21%
2022-23	53.88%	46.12%
2023-24	54.76%	45.24%
2024-25 Proposed	54.80%	45.20%



City of San Rafael Proclamation Designation of July 2024 as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of San Rafael; and

WHEREAS, the City of San Rafael park and recreation staff maintain a well-loved parks system comprised of 25 City-operated parks and 5 City-operated recreation facilities, including 3 community parks, 11 neighborhood parks, 6 pocket parks, 5 special use parks, Albert J. Boro Community Center, San Rafael Community Center, Albert Park Field House, Terra Linda Community Center and Pool House, and the Falkirk Cultural Center, totaling approximately 106.4 acres of improved parkland; and

WHEREAS, the City of San Rafael Library & Recreation Department mission is to enrich our community through discovery, learning and play, building community by creating experiences that spark curiosity and enable lifelong learning; and

WHEREAS, parks and recreation creates memorable experiences for all ages through sports, enrichment activities, classes, programs, and self-guided leisure activities; and

WHEREAS, parks and recreation promotes physical, emotional and mental health and wellness through organized and self-directed fitness, play, and activity; and

WHEREAS, parks and recreation fosters social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, parks and recreation strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

WHEREAS, in 2009 the U.S. House of Representatives designated July as Parks and Recreation Month; and

WHEREAS the City of San Rafael recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, KATE COLIN, Mayor of San Rafael, do hereby recognize that July 2024 is recognized as Park and Recreation Month in the City of San Rafael.

SAT RAFARI

Kate Colin Mayor







Agenda Item No: 4.h

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

Prepared by: Craig Veramay,

Assistant Library and Recreation Director

City Manager Approval:

TOPIC: RECREATION EVENTS UNARMED SECURITY GUARD SERVICES

AGREEMENT WITH BARBIER SECURITY GROUP

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A

PROFESSIONAL SERVICES AGREEMENT WITH BARBIER SECURITY GROUP FOR SECURITY GUARD SERVICES IN AN AMOUNT NOT TO

EXCEED \$600,000 FOR A FIVE-YEAR TERM

RECOMMENDATION:

Authorize the City Manager to negotiate and enter into a Professional Services Agreement with Barbier Security Group for security guard services in an amount not to exceed \$600,000 for a five-year term.

BACKGROUND:

The City of San Rafael Library and Recreation Department routinely rents Recreation Division facilities for private event use. City policy requires certain events utilize security guard services to mitigate the risks associated with the planned activities. The Recreation Division contracts with private security guard vendors for this service.

The security guard's primary responsibility is to maintain an orderly atmosphere for all event attendees, control crowds, monitor and control access to events and facilities, support City staff in the enforcement of facility rules, and respond to emergent situations as they arise. In addition, the City requires security guards to be of a temperament to work and communicate with adults, teens, and children of all ages and be capable of controlling a crowd in all circumstances.

FOR CITY CLERK ONLY
Council Meeting:
Disposition:

ANALYSIS:

The City has historically entered into agreements with security service vendors to provide security services for Recreation Division events. The City is approaching the end of a current five-year agreement with Barbier Security Group, which expires on June 30, 2024.

On May 1, 2024, the City published a Request for Proposal (RFP) for Recreation Division Security Services. The RFP closed on May 14, 2024, and the City received seven (7) proposals. City staff convened a proposal evaluation group who assessed them based on the following criteria:

- Cost hourly fee per guard and organizational capacity to operate within budget.
- Qualifications and experience of firm and key personnel.
- Demonstrated capacity to furnish an adequate number of security guards to Marin County, CA.
- Three references by former clients. Preference is given to clients located in Marin County, CA.
- Inclusion of all required items and completeness of the proposal.

After evaluating proposals, Barbier Security Group ranked highest of the seven proposals.

The proposed agreement is for a five-year term and establishes the hourly billing rates set forth on an annual basis by Barbier Security Group. Hourly billing rates are flat rates which include all wages, benefits, allowances, differentials, and are billable for time worked. This agreement will require Barbier Security Service to comply with all wage laws, labor code laws, and California meal and rest break laws for the personnel classification type. Hourly rates include all clerical support, materials fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under the Professional Services Agreement.

Security service is typically scheduled for private events and activities; however, the City reserves the right to schedule services for other department sponsored events or programs as needed. Security services are scheduled on an ad hoc (as needed) basis. Table 1 provides the details on the facilities included in the agreement as well as the estimated annual service levels.

Table 1: Recreation Facilities and Estimated Service Levels

Facility Name	Facility Location	Estimated Number of Events Annually	Estimated Security Service Hours per facility
Albert J. Boro Community Center	50 Canal St.	30-40	425
Falkirk Cultural Center	1408 Mission St.	30-40	360
Pickleweed Soccer Field	50 Canal St.	20-30	100

San Rafael	618 B St.	50-60	950
Community Center			
Albert Field Baseball	618 B St.	5-10	50
Stadium			
Terra Linda	670 Del Ganado	5-10	100
Community Center	Rd.		
	TOTALS	Approx. 140-190/yr.	2,160

In 2023, the City scheduled security services for approximately 125 events, many of which required multiple guards on duty at one time. As programs continue to rebound from the impact of the pandemic, staff expect a gradual increase in the number of rental events and hours of security guard services required in future years.

COMMUNITY OUTREACH:

On May 1, 2024, the City published a Request for Proposal (RFP) soliciting proposals from qualified professionals for security guard services. The City contacted 53 vendors, notifying them about the opportunity to submit a proposal, and received seven (7) proposals.

FISCAL IMPACT:

The City charges the direct cost of security services for private rental groups to the renter. The proposed agreement includes hourly fees per guard. The proposed hourly fees for Fiscal Year 2024-25 are 4% higher than current fees. The agreement proposes hourly fees will increase 3% each year for the first three years of the agreement. For option years 4 and 5, the City and vendor have the option to extend the agreement and establish mutually agreeable hourly fees not to exceed 9%.

The City will adjust the security service fees charged to renters annually such that the annual fee increases will be absorbed by rental groups.

The City forecasts the annual expense of security services, as shown in Table 2, based upon the proposed annual hourly fees per guard and the City's projected number of events and total hours of service required annually. Funding for this service has been included in the City's proposed Fiscal Year 2024-25 budget. As costs associated with this contract are fully reimbursed, there is no net fiscal impact to the City's General Fund. Funding for future Fiscal Years will be appropriated on an annual basis based on projected volume of security service needs.

Table 2: Projected annual security quard service expenses

FY 2024-25	\$ 105,000.00

FY 2025-26	\$ 115,000.00
FY 2026-27	\$ 120,000.00
FY 2027-28	\$ 125,000.00
FY 2028-29	\$ 135,000.00
Total Not to Exceed	\$ 600,000.00

OPTIONS:

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

- 1. Authorize the City Manager to enter into the agreement;
- 2. Authorize the City Manager to enter into the agreement with modifications;
- 3. Direct staff to return with more information; or
- 4. Take no action.

RECOMMENDED ACTION:

Authorize the City Manager to negotiate and enter into a Professional Services Agreement with Barbier Security Group for security guard services in an amount not to exceed \$600,000 for a five-year term.

ATTACHMENTS:

1. Barbier Professional Services Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BARBIER SECURITY GROUP FOR SECURITY GUARD SERVICES IN AN AMOUNT NOT TO EXCEED \$600,000 FOR A FIVE-YEAR TERM

WHEREAS, the City of San Rafael requires periodic security services for its private group rental events at Community Centers and Sports fields; and

WHEREAS, these security services provide a necessary service to the community to ensure the safety of City assets and community members who are using City facilities and services; and

WHEREAS, Barbier Security Group has provided the City with these services since 2014 and the City has found their services to be of high quality, and the company to be both responsive and responsible; and

WHEREAS, the current agreement term with Barbier Security Group expires on June 30, 2024; and

WHEREAS, the City published a Request For Proposal (RFP) soliciting proposals for security services and received seven (7) proposals; and

WHEREAS, after reviewing all proposals, Barbier Security Group's proposal ranked highest; and

WHEREAS, the City desires to continue to employ Barbier Security Group to provide such services and the Barbier Security Group is willing and able to continue to provide said services.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to negotiate and enter into a professional services agreement with Barbier Security Group to provide security services for Recreation Division events in an amount not to exceed \$600,000, subject to final approval as to form by the City Attorney.

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 the City of San Rafael, held on Monday, the 17th day of June 2024, by the following vote, to wit:

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

LINDSAY LARA, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SAN RAFAEL AND

BARBIER SECURITY GROUP FOR UNARMED SECURITY SERVICES FOR RECREATION DIVISION RENTAL PROGRAMS

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 Barbier Security Group, 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. <u>SERVICES TO BE PR</u>OVIDED.

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 5/14/2024 ("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

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rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$600,000.

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 July 1, 2024 and terminate on June 30, 2029.

4. PROJECT COORDINATION.

- A. CITY'S Project Manager. Craig Veramay, Assistant Library and 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. Evan Barbier, Chief Executive Officer, 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. <u>ASSIGNABILITY</u>.

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. <u>INDEMNIFICATION</u>.

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:

To **CONSULTANT**'s Project Director:

Craig Veramay, Assistant Library and Recreation Director 618 B St San Rafael, CA 94901 Evan Barbier Barbier Security Group 369-B Third Street #440 San Rafael, CA 94901

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. <u>WAIVERS</u>.

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, a signature of second corporate officer]	dd
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.

Compensation

For the full performance of the event security services described herein by CONTRACTOR, CITY shall pay CONTRACTOR on an hourly basis per guard as shown below:

- Year #1: July 1, 2024-June 30, 2025:
 - o Regular Hourly Fee: \$41.60
 - Overtime/Holiday: \$62.40
- Year #2: July 1, 2025-June 30, 2026:
 - Regular Hourly Fee: \$42.85
 - o Overtime/Holiday: \$64.28
- Year #3: July 1, 2026-June 30, 2027:
 - o Regular Hourly Fee: \$44.14
 - Overtime/Holiday Fee: \$66.20
- Option Years 4 and 5: To Be Determined based on market rates and inflationary factors, not to exceed 9% per year.

CONTRACTOR RESPONSIBILITIES: Unarmed security services are typically scheduled for private events and activities, however, the City reserves the right to schedule services for other Department sponsored events or programs on an as needed basis.

The vendor must provide the following services:

- 1. Services shall begin on July 1, 2024, and continue for a period of three (3) years until June 30, 2027, with an option to renew on a year-by-year basis for a maximum of two (2) one (1) year renewals as mutually agreed upon.
- 2. **CONTRACTOR** shall provide non-sworn, unarmed, uniformed security guard services for the City of San Rafael at the locations listed below for approximately 2160 hours of service each year. The **CONTRACTOR** must have adequate resources and staff to provide the security services agreed upon.
- 3. **CONTRACTOR** shall provide and supervise security guards who have passed pre-employment drug screening and background checks; and who have the mental and physical qualifications, experience and training needed to successfully perform their assigned duties. The **CONTRACTOR** is responsible for ensuring that security guards have a clear understanding of performance standards, as well as both required and prohibited activities.
- 4. The Security Guard's primary responsibilities include maintaining an orderly atmosphere for all event attendees; control crowds; monitor and control access to events and facilities; support City staff in the enforcement of facility rules; and respond to emergent situations as they arise.

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- 5. Security Guard must be of a temperament to work and communicate with adults, teens, and children of all ages and be capable of controlling a crowd in all circumstances.
- 6. Security Guards may be required to use a two-way radio while on duty.
- 7. Security Guard shall be dressed in uniform with appropriate emblems and/or badges identifying their occupation as a security guard and the name of the company they work for.
- 8. The **CONTRACTOR** shall provide guard services without interruptions. In the case of interruptions in service, including, but not limited to absenteeism, the **CONTRACTOR** must provide a replacement in a reasonable amount of time that will cover agreed-upon Event hours. Additionally, the **CONTRACTOR** must notify the Library and Recreation Department immediately upon receiving a tardy notice from the scheduled guard(s).
- 9. The Security Guard will check-in and check-out with City staff, logging the arrival and departure time for each assigned event.
- 10. The Security Guard's break times shall be agreed upon by the Security Guard and City personnel, and the Security Guard will be responsible for communicating when a break starts and ends.
- 11. The **CONTRACTOR** is responsible for all planning, scheduling, coordination and general training for security guards provided to the City.
- 12. The City will provide site-specific training on City policies and procedures as needed.

PERFORMANCE AND REPORTING REQUIREMENTS: CONTRACTOR agrees to establish a plan for routine reporting and documentation for metrics such as:

- No-show rate/No backfill
- Missed guard shifts
- Reports of incidents, complaints, or concerns requiring Guard intervention or response
- Summaries of violations of policies, procedures, and performance requirements
- Summaries of violations of uniform dress, appearance standards, and proper identification

BACKGROUND CHECKS: CONTRACTOR will conduct personal background checks on all personnel before they are assigned work. Background checks must include fingerprinting. The City of San Rafael reserves the right to verify at their discretion each license and obtain a complaint history from the Department of Consumer Affairs, Bureau of Security and Investigative Services.

LICENSE AND PERMITS: CONTRACTOR and **CONTRACTOR**'s agents and employees shall possess all licenses, registrations, and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. Such licenses and permits are to be presented to the City of San Rafael staff

on demand.

SUBCONTRACTING: CONTRACTOR shall not subcontract services provided under the Professional Services Agreement unless the City of San Rafael agrees to subcontracting in writing and executed in the same manner as the Professional Services Agreement.

SCHEDULE OF SERVICES: CONTRACTOR shall provide unarmed security guard services on an as needed basis during regular hours of operation as event rentals require. The City allows private rentals to reserve facilities at various times of day 7-days a week. Typically, security services are scheduled between the hours of 9:00am and 10:00pm weekdays, and until 11:30pm on weekends The City does not typically require security services on City Holidays.

CITY'S RESPONSIBILITIES: The City will communicate scheduling needs to the vendor, provide site-specific training and guidance to the contractor as needed, as well as provide notice of holidays, dates the facilities will be closed, or any changes to scheduled event hours.

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

Rev. 08.22 B-1

- 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. **CONSUTLANT** 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

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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**.

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2024

Protective Security | Investigations | Threat Assessment | Advanced Training







Request for Proposal: May 14, 2024

Security Services for

City of San Rafael Event Security Services

Barbier Security Group

Full Spectrum SecurityTM



369-B Third Street #440 San Rafael, CA 94901 PPO 16508

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Craig Veramay Assistant Library & Recreation Director City of San Rafael 1400 Fifth Avenue San Rafael, CA 94901

5/14/2024

Re: Event Security Services for San Rafael Recreation Division

Dear Mr. Veramay:

Barbier Security Group is honored to continue providing security services for The City of San Rafael. As the current security provider, we understand the importance of maintaining a safe environment in various event locations and surrounding areas. This proposal reaffirms our commitment to upholding the highest standards of security to ensure the safety and well-being of our clients and the community.

The following sections outline our company history, business philosophy, recommendations, operating procedures and fees to implement the proposed security service.

Company History & Qualifications

Recognizing the need for quality private security services, Barbier Security Group (BSG) was formed in June 2007 by Evan Barbier along with his wife Carla Barbier. Evan is a graduate of John Jay School for Criminal Justice with a BA in Criminology. Carla holds an MBA in Global Strategic Management from Dominican University of California.

In 2010, Harry Barbier joined BSG as Vice President after retiring from a 37-year long career with the San Rafael Police Department. While a Corporal with the Police Department, he performed crime scene investigations, hostage negotiations, and worked on the police patrol boat. Harry was also a School Resource Officer for over 10 years. He is active within BSG as a manager, supervisor, and heads Barbier Investigations, the private investigation branch of the company.

Since its inception, BSG has provided custom protection and security services for a wide range of clients including property managers, government agencies, corporations, and private individuals.

Current Barbier Security Group contracts range from Sonoma County and Napa to San Francisco and the East Bay, providing superior on-site and patrol services for clients. Our versatility in the duties we are called upon to perform has made BSG a standout among other security companies. Our agents are known for their professionalism, positive attitudes, and strong customer service skills. On-going training and regular reviews ensure the agents' skills are up-to-date and company policies are strictly followed.

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Business Attitude & Philosophy

Full Spectrum SecurityTM

Our philosophy is simple: we believe in providing the highest quality security services available anywhere on the market. We serve our clients with a diverse and highly trained staff who bring with them a mix of advanced training and real world experience. Our educated and approachable agents make providing a secure and safe atmosphere for our clients their top priority. Utilizing innovative technology and tactics, we are constantly training, updating and adapting to ensure that Barbier Security Group breaks away from the stereotypical 'security guard' image while providing the utmost professional courtesy and safety.

At Barbier Security Group we take a tremendous amount of pride in being a family oriented, socially and environmentally responsible company that cares about the communities we serve.

Agent Selection & Training

At BSG we believe that selection is a never ending process. Our highly trained team of former law enforcement, military and security professionals is state certified and has passed our rigorous P.O.S.T. style background investigation and reference check. All employees must consent to ongoing random drug, nicotine, and alcohol tests, and also undergo regular performance reviews. BSG has zero tolerance for drug and performance policy violations.

Additionally, all employees are required to sign confidentiality non disclosure agreements upon hire. Our clients' privacy and confidentiality is strictly enforced throughout a security guard's employment at Barbier Security Group. BSG employees understand that the confidentiality agreement may be extended beyond their employment with BSG.

Agent Hiring Process

Employees are selected based on experience, education and work retention. Communication/personal skills and technology aptitude are also looked for in an applicant. Potential employees are first interviewed by phone and then invited to our office for a formal interview conducted by a panel of managers, an HR representative, and the owner of BSG.

Step 1: An advertisement is posted on-line using various online job-posting agencies including: Monster.com, CareerBuilder.com, and Craigslist.com. Flyers are also posted at local colleges as well as the Santa Rosa Police Academy. BSG has implemented an employee referral program, which rewards an employee when the new hire has passed his/her probationary period of at least 6 months.

Step 2: The number of applications we receive varies depending on the position. For some types of jobs we will often get 150 to 250 resumes. The HR representative personally scans all resumes and begins to compile a list of acceptable applicants who have passed the initial screening process.

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Step 3: Once we have narrowed down the resumes that closely match our criteria the HR representative sits down with the Operations Team to narrow down the list to the number of applicants needed.

Step 4: The HR representative conducts an in depth telephone interview with the applicants, usually taking 25-30 minutes. If the applicant is found to possess the necessary qualities to proceed, a formal interview and oral board interview is arranged.

Step 5: The formal interview and oral board is always conducted with the President and VP as well as an additional manager and supervisor. The interview allows the management to decide if the applicant is a good fit for the company. The applicant will go over his/her work and life history and discuss their personal strengths and weaknesses. This interview also gives the applicant the opportunity to ask management any questions related to the daily duties of the job and what type of assignments are available.

Step 6: If the applicant is chosen to continue, they are required to undergo a Peace Officer Standards and Training (P.O.S.T.) style background investigation and reference check. At this point the applicant has signed a waiver allowing Barbier Security Group authorization to conduct a thorough investigation. Our background investigators are P.O.S.T. certified and use a variety of electronic and interview based methods to ensure the applicant's' resume is accurate. Criminal history is verified utilizing several methods:

- 1. In order to become a licensed security guard through the state of California an applicant must undergo a criminal history check through the Department of Justice and the Federal Bureau of Investigations.
- 2. BSG utilizes local county databases and public booking logs to verify criminal history.
- 3. Online resources such as www.peoplesmart.com allow us to verify public, civil, and criminal records.

If more information is required, the applicant will be contacted and asked to provide additional references or clarify information.

Step 7: Once the applicant meets the necessary requirements for the position, a formal conditional job offer is presented, pending a 12-panel drug test.

Agent Training Process

Basic guard card training

Bureau of Security and Investigative Services –Powers to Arrest Training:

Security guards are employed by licensed private patrol operators to protect persons or property and prevent theft. To be eligible to apply for a security guard registration, you must:

- Be at least 18 years old
- Undergo a criminal history background check through the California Department of Justice (DOJ) and the Federal Bureau of INvestigation (FBI); and
- Complete a 40-hour course of required training by a certified training facility.

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Date of Completion	Training Hours Needed
Prior to Being Assigned on Post	8 Hours
Training Required within the First 39 Days	16 Hours
Training Required within the First Six Months	16 Hours
TOTAL HOURS	40 Hours

All security agents begin their employment by attending an Agent Orientation. This orientation consists of introducing company policies and procedures as well as legal and civil considerations within the security industry. Following the agents' orientation phase they will move into our security specific training program.

Agent Training Academy

Initial and Ongoing Employee Training

After going through the industry standard 8 hours of initial BSIS Guard Card training. Barbier Security Group then puts the agents through an additional and much more rigorous training which greatly exceeds the current industry standard. We call this training *The BSG Academy*. During the new agents Academy Day they will go through a variety of physically demanding activities, such as:

- Minimum 2 mile outdoor trail run
- Hands on defensive tactics techniques
- Handcuffing
- OC Pepper Spray

- Scenario based training which helps agents learn how to deal with and resolve a variety of situations they may encounter while working in the field.
- OC Pepper Spray exposure followed by a hands-on skill test combining the skills they have learned throughout the day.

Barbier Security Group's emphasis on laws and scenarios is considerably more thorough and detailed than the current industry standards. Scenarios might comprise of dealing with the public, including mentally ill or intoxicated persons, and gang members.

Customer service techniques are explained and discussed enabling our staff to resolve conflicts or issues while on duty. As training is such a vital part of BSG's work philosophy we have a dedicated Training Instructor to keep everyone updated on new techniques and skills.

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All new personnel must attend training sessions upon recruitment. Refresher courses and follow-up training for all current personnel are scheduled approximately every month. Additional ongoing training courses include:

- BSIS Baton Course
- BSIS Exposed Carry Firearms Course
- Red Cross CPR, First Aid & AED
- Client Confidentiality Best Practices
- HIPAA/OSHA Education and Awareness
- Report Writing
- OC Pepper Spray Refresher Training
- Handcuffing Refresher Training
- Defensive Tactics
- Firearm Fundamental Course

- Interview Techniques
- Identification of Persons under the Influence
- First Aid and Emergency Medical Response Safety
- Biosafety and Bloodborne Pathogen Safety
- Dealing with Difficult Persons
- Dealing with Suicidal Persons
- Active Shooter Response and Protocols
- Safe Driving and Vehicle/Fleet Safety

All training is conducted by certified BSG Instructors, current and former law enforcement, military and industry leaders in the security training community. This ensures the highest quality instruction as well as training specifically geared towards the properties we safeguard. Managers and personnel are required to re-qualify and refresh their skills twice a year in certain areas of our training procedures.

On-Site Security Presence

Barbier Security Group will provide the property with a dedicated on-site security agent, wearing a police style uniform consisting of khaki pants and black uniform shirt. The agent shall conduct regular patrols of the property and will act as a strong deterrent to trespassing, vandalism, break-ins and/or other criminal activity that might otherwise take place on the property.

Activity Reports

Another important feature of Barbier Security Group is written communication in the form of Activity Reports via the Lighthouse App. These reports document any problems encountered such as trespassing, vandalism, theft, and other criminal acts. Activity Reports for minor incidents will be submitted to a designated member of the property management's staff the following morning unless a different interval is requested. In the event of a major incident, such as property damage or theft, a designated staff member will be immediately contacted by telephone and a report will be issued within 24 hours.

For daily reporting and workforce management, agents would use a mobile device to log reports via the mobile app Lighthouse. Lighthouse allows management to see agents live in the field as well as monitor their activity reports. Using a combination of GPS, geo fencing and QR Code scans, BSG is able to ensure client expectations are met and that proper operational oversight is achieved.

Attachment 1 – City of San Rafael Recreation Division Security Services Price Sheet

The City is proposing a 3-year initial term with two (2) optional one-year extensions. Please complete the table to include your hourly fee for security services for Years 1-3 of the Agreement. In the space provided, please describe your approach to any fee changes for the optional extension years. The selected provider will be required to comply with all wage laws, labor code laws, and California meal and rest break laws for the personnel classification type.

Proposers are to list hourly rates for service as flat rates including all wages, benefits, allowances, or differentials. Hourly rates should include all clerical support, materials fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under the Professional Services Agreement.

Security Service Hourly Fees for Year 1: July 1, 2024 – June 30, 2025

Facility Location	Facility Location	Regular Hourly Fee	Overtime (OT) / Holiday Hours Fee	Minimum # of Hours Per Guard Per Shift
Albert J. Boro Community Center	50 Canal St	\$41.60	\$62.40	4
Falkirk Cultural Center	1408 Mission St	\$41.60	\$62.40	4
Pickleweed Soccer Field (Sports Events)	50 Canal St	\$41.60	\$62.40	4
San Rafael Community Center	618 B St	\$41.60	\$62.40	4
Albert Field Baseball Stadium (Sports Events)	618 B St	\$41.60	\$62.40	4
Terra Linda Community Center	670 Del Ganado Rd	\$41.60	\$62.40	4

Security Service Fees for Year 2: July 1, 2024 – June 30, 2025

			Juii Jui ,	
Facility Location	Facility Location	Regular Hourly Fee	Overtime (OT) / Holiday Hours Fee	Minimum # of Hours Per Guard Per Shift
Albert J. Boro Community Center	50 Canal St	\$42.85	\$64.28	4
Falkirk Cultural Center	1408 Mission St	\$42.85	\$64.28	4
Pickleweed Soccer Field (Sports Events)	50 Canal St	\$42.85	\$64.28	4
San Rafael Community Center	618 B St	\$42.85	\$64.28	4
Albert Field Baseball Stadium (Sports Events)	618 B St	\$42.85	\$64.28	4
Terra Linda Community Center	670 Del Ganado Rd	\$42.85	\$64.28	4

Security Service Fees for Year 3: July 1, 2024 – June 30, 2025

Facility Location	Facility Location	Regular Hourly Fee	Overtime (OT) / Holiday Hours Fee	Minimum # of Hours Per Guard Per Shift
Albert J. Boro Community Center	50 Canal St	\$44.14	\$66.20	4
Falkirk Cultural Center	1408 Mission St	\$44.14	\$66.20	4
Pickleweed Soccer Field (Sports Events)	50 Canal St	\$44.14	\$66.20	4
San Rafael Community Center	618 B St	\$44.14	\$66.20	4
Albert Field Baseball Stadium (Sports Events)	618 B St	\$44.14	\$66.20	4
Terra Linda Community Center	670 Del Ganado Rd	\$44.14	\$66.20	4

Please share your approach for pricing hourly fees for optional extension years 4-5:

For the optional extension years 4-5 of the contract, our approach for pricing hourly fees is structured to ensure cost-effectiveness and value for the services provided. Our pricing model takes

into account factors such as inflationary adjustments, operational costs, and market trends to maintain competitive rates while upholding service quality.

Our goal is to provide consistent and reliable security services while offering fair and competitive pricing for the duration of the contract extension.

Name of person completed price sheet: _	H. Evan Barbier	
CEO		
Title: CEO		
Signature: H. Evan Ba	rbier Da	te:5/14/2024

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References

REFERENCE 1:

Name of Agency or Company: <u>Dominican University of California</u>

Address: 50 Acacia Ave, San Rafael, CA 94901

Project Description: Onsite Security Presence Safeguarding a College University

Project Manager/Contact: Paul Raccanello Title: Dean of Students

Phone: 415-485-3223 Email: paul.raccanello@dominican.edu

Dates Services Were Provided: 2009-Present

Summary of Services Provided: Two Onsite Agents 24/7 365 onsite Security for campus buildings and residential dorms, provide access control, conduct locks and unlocks of the property, customer service, interact with the student population, respond to medical/psychological emergencies, provide threat assessments for student and campus safety, etc. BSG also provides security for all campus events.

REFERENCE 2:

Name of Agency or Company: Marin Health Address: 250 Bon Air Road, Greenbrae, CA 94904

Project Manager/Contact: Eric Rodriguez Title: Hospital Security Supervisor

Phone: <u>1-415-847-2536</u> Email: <u>eric.rodriguez@mymarinhealth.org</u>

Dates Services Were Provided: 2015 -2022 Support & 2020-Present providing full contract support

Summary of Services Provided: Marin Health is a large Level 1 Trauma Center located in Marin County. Due to the nature of the speciality assignments and work location all staff are handpicked to work solely at this location. From 2015-2022 BSG provided additional support to the existing contractor at times filling up to 80% of the entire workload. In 2020 BSG bid on the entire hospital project and took over all operational staffing throughout the campus. The site is currently staffed by 1 Director of Security, 1 Supervisor 24/7, 3 guards 24/7, and 2 guards M-F assisting with parking/vehicle access.

REFERENCE 3:

Name of Agency or Company: <u>Saint Ignatius Prep</u> Address: 2001 37th Ave, San Francisco, Ca 94116

Project Manager/Contact: Marybeth McFarland Title: Director of Security

Phone: 1-415-731-7500 Email: mmcfarland@siprep.org

Dates Services Were Provided: 2015 - Present

Summary of Services Provided: Saint Ignatius Prep is a large Private High School. Due to the nature of the work location and speciality assignments all staff are handpicked to work solely at this location. From 2015-Present The site is currently staffed by 1 Security Supervisor, 1 Security Lead with at least 2 guards working 24/7. BSG also provides security for all campus events.

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Our Commitment

Barbier Security Group is committed to providing our clients with the highest professional standards to protect your property. We sincerely appreciate the opportunity to offer our services and look forward to your acceptance of this proposal. If you have any questions or comments please contact me at (415) 747-8473.

Very truly yours,

Evan Barbier

Principal



Agenda Item No: 4.i

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Alex Holm, Lieutenant City Manager Approval:

CA

TOPIC:

SPECIAL EVENT STREET CLOSURES IN SAN RAFAEL

SUBJECT:

RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF STREETS IN SAN

RAFAEL FOR SPECIAL EVENTS

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

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. The San Rafael Police Department has received special event applications for five special events currently in the planning process, which would require street closures and/or parking restrictions, one of which involves the closure of downtown streets.

If approval is granted for the stated road closures, City staff will continue to process all event applications. Event producers will be required to submit a complete 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 five special event street closures are as follows:

FOR CITY CLERK O	NLY

Council Meeting:

Disposition:

Downtown Events Impacting Fourth Street:

Event: Dancing Under the Lights

Date(s): August 9, 2024 (Friday)

Closure Location(s):

Fourth Street: A Street to Lootens Place

Event Time: 5:00 PM - 9:00 PM **Closure Time:** 3:00 PM - 10:00 PM

Event: San Rafael Fire Department Apparatus Parade

Date(s): September 2, 2024 (Monday – Labor Day)

Closure Fourth Street: E Street to C Street
Location(s): D Street: Fourth Street to Fifth Avenue

Parade Closure 12:00 p.m.- 1:00 p.m. Fourth Street: E Street to Lincoln Avenue

Event Time: 12:00 PM – 4:00 PM **Closure Time:** 12:00 PM – 5:00 PM

Event: <u>Día de los Muertos Car Show and Procession</u>

Date(s): October 19 (Saturday)

Closure Tamalpais Avenue: Mission Avenue to Fifth Avenue

Location(s):

Event Time: 1:00 PM - 6:00 PM **Closure Time:** 12:00 PM - 7:00 PM

Events Impacting Other Neighborhoods:

Event: Community Event: Transportation Authority of Marin

Date(s): July 13, 2024 (Saturday)

Closure

Location(s): Alto Street: Larkspur Street to Belvedere Street

Event Time: 10:00 AM – 4:00 PM **Closure Time:** 9:00 AM – 5:00 PM

Event: Eye Street Block Party

Date(s): August 24, 2024 (Saturday)

Closure

Location(s): Eye Street: Center Street to Harcourt St

Event Time: 3:00 PM - 6:00 PM **Closure Time:** 2:00 PM - 8:00 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, the 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 a resolution authorizing the temporary closure of streets in San Rafael for special events.

ATTACHMENTS:

1. Resolution

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE TEMPORARY CLOSURE OF STREETS IN SAN RAFAEL

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, including 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 17th day of June 2024 by the following vote, to wit:

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

Lindsay Lara, City Clerk



Agenda Item No: 4.j

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: April Miller, Director of Public Works City Manager Approval:

Jonathan Schellin, Deputy Director of Public

Works

TOPIC: BAYPOINT LAGOONS ASSESSMENT DISTRICT

SUBJECT: BAYPOINT LAGOONS LANDSCAPING AND LIGHTING ASSESSMENT

DISTRICT ANNUAL ASSESSMENT FY 2024-25

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

Adopt a resolution directing the filing of the Engineer's FY 2024-25 Annual Report.

2. Adopt a resolution approving the Engineer's FY 2024-25 Annual Report.

3. Adopt a resolution of intention to order improvements and set a public hearing on the annual assessment for the City Council meeting on July 15, 2024.

BACKGROUND:

To comply with provisions of the Landscaping and Lighting Act of 1972, which governs the assessment district, the City Council must approve an Engineer's report annually. Assessments to be collected by the District must be allocated and levied annually after a public hearing to be held this year on July 15, 2024.



Assessment District boundaries in East San Rafael (yellow)

The Baypoint Lagoons Landscaping and Lighting District (Assessment District) was formed in 1990 to protect and enhance wildlife habitat and water quality in the Baypoint (Spinnaker) Lagoons, the adjacent ponds, and the diked salt marsh. There are four total ponds/lagoons located within the Assessment District. Maintenance provided by this District has historically included mowing around the lagoon, replanting areas with native vegetation, and eradicating exotic plants such as cattails.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Since the mid-2000s, the Baypoint Lagoons Homeowners Association (HOA) has taken a more active role in the landscaping of the lagoon areas. In recent years, the HOA, as opposed to the Assessment District, has funded landscaping and biannual mowing of the grass around the lagoon.

In 2015, the landscaping and eradication of non-native species moved to a manageable maintenance level, and the HOA approached the City with two major concerns: the odor nuisance seasonally emitted from the lagoons and the related need for improvements to the nearby Cayes Stormwater Pump Station. The homeowners agreed Assessment District funds could be used toward these priorities.

The Assessment District has three dedicated funds:

1. <u>Eradication of Exotic Plants Fund</u>

The Eradication of Exotic Plants Fund was established as the primary funding source to protect and enhance the wildlife habitat in the lagoons, ponds, and diked salt marsh located within the district parameters. As noted, the HOA took over the maintenance of the waterfront around the lagoon in the mid-2000s. Since then, the City has performed occasional vegetation maintenance within the lagoon and on the islands.

The Eradication of Exotic Plants Fund balance as of June 30, 2024, is anticipated to be \$44,986.

2. Environmental Monitoring Fund

This fund was set up to address the homeowners' concern over the odor emitted from the lagoons in the summer months. While the salt pond (the primary source of the odor) falls within the boundary of the Assessment District, the pond itself is private property and, therefore, is not within the Assessment District's responsibility to maintain it. However, due to their proximity to the pond and the odor emitted from the main lagoon, members of the Assessment District approached the City in 2014, requesting that funds from the District be allocated to further study odor control options for all lagoons. Since then, the City completed a comprehensive study of lagoon health and options for odor control with Siegel Environmental.

Over the past few years, the City has regulated the water levels in the lagoon by opening and closing a manual gate, which has minimized the odor complaints in the area and facilitated the recharge of the lagoon levels. This has resulted in a low-cost and effective way to mitigate this concern.

The Environmental Monitoring Fund balance as of June 30, 2024, is anticipated to be \$69,853.

3. Cayes Stormwater Pump Station Improvements Fund

Though the Cayes Pump Station is located just outside the Assessment District, the station serves as the key drainage facility, and its regular pumping action keeps it as the odor regulator for the District's lagoon. The Assessment District is concerned with improving the functionality and remote operability of the 50-year-old pump station and, since 2006, has set aside money every year to fund control system improvements. Bringing the control system up to date would allow for a more automated method of controlling the water level to reduce the potential odors caused by hot weather and algae growth.

The Cayes Stormwater Pump Station Improvements Fund is expected to have a balance of \$93,470 as of June 30, 2024.

ANALYSIS:

To advance the goals of homeowners and the District, the City has undergone three major efforts in the last few years. The first was the engineering and design of the reconstruction of Cayes Pump Station. In 2021, the District awarded a design contract to Cammisa + Wipf, who completed 90% of the electrical plans and a construction estimate. In 2020, the cost was estimated at \$372,310, which exceeded the amount of money in the pump station fund. As part of the FY 2023-24 and FY 2024-25 Capital Improvement Programs (CIP), the City continues to evaluate the entire storm drain system, including pump stations, as part of the Storm Drain Master Plan to determine where the City's limited stormwater funds will be allocated. The larger pump station project will have to wait until this process is complete to see where it ranks citywide. However, in FY2024-25, the City will explore replacing the automatic pump controls. Currently, the City receives many requests to recharge the lagoon for odor control and help remove the water before large storms instead of allowing the lagoons to rise and fall with the tides. Replacing the flap gate and controls with a gate that can be controlled from dry ground will allow the City to improve safety and response time.

In addition, some of the residents of the assessment district have approached the City with concerns over vegetation and invasive species. The City secured a contract with WRA for landscape design work in February 2024 and has held several meetings with some residents and WRA to provide updates on this work. The City expects the design work to be completed in early FY 2024-25. The City will continue to work with the residents on any potential implementation of this design. However, future determinations on funding for implementing this work have not been determined.

The activities for the Assessment District Fund during FY 2023-24 were as follows:

July 1, 2023, Fund Balance	\$224,737
Revenues	
Assessments	\$24,100
Interest	\$2,816
Total Revenues	\$26,916
YTD Expenditures	
County Admin Fee	\$386
Previous Year's Engineer's report	\$2,063
Staff Time	\$5,475
Contractual Services (WRA Landscape Design)	\$19,296
Total Expenditures (proj.)	\$27,221

Projected June 30, 2024, Fund Balance

The attached resolutions provide for filing and approval of the Engineer's 2024-25 Annual Report for the District and setting the public hearing on the assessments.

\$224,432

FISCAL IMPACT: All revenues and expenses are generated by the Assessment District and are contained within the Baypoint Lagoons Assessment District Fund (Fund No. 235). The proposed FY 2024-25 assessment is \$131.44 per parcel, which has remained unchanged since 1996. The City incurs indirect General Fund costs related to staff time managing the District, monitoring and adjusting the lagoon water level, and managing the capital improvements at the Cayes

Stormwater Pump Station. The Public Works Department has started to track these costs and charge them back to the District. This is a new process for tracking staff time, and the future implementation of the Asset Management software will enable a more comprehensive and detailed accounting of these costs. The District pays for all direct contracted costs.

ENVIRONMENTAL ANALYSIS:

Landscaping and lighting district assessments are exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15378(b)(4) because government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment are not considered a project.

OPTIONS:

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

- 1. Adopt the three resolutions as presented.
- 2. Provide direction to staff to modify any or all of the resolutions and return to the City Council with additional information.
- Do not adopt the resolutions. If the Council does not adopt these resolutions, a public hearing will not occur, and the City cannot levy the annual assessment on property owners within the Assessment District.

RECOMMENDED ACTION:

- 1. Adopt a resolution directing the filing of the Engineer's FY 2024-25 Annual Report.
- 2. Adopt a resolution approving the Engineer's FY 2024-25 Annual Report.
- 3. Adopt a resolution of intention to order improvements and set a public hearing on the annual assessment for the City Council meeting on July 15, 2024.

ATTACHMENTS:

- 1. Resolution directing filing of Engineer's 2024-25 Annual Report.
- 2. Resolution approving Engineer's 2024-25 Annual Report.
- 3. Resolution of intention to order improvements and setting a Public Hearing on the Annual Assessment for the City Council meeting of July 17, 2024.
- 4. City Engineer's 2024-25 Annual Report.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL DIRECTING FILING OF ENGINEER'S ANNUAL REPORT FY 2024-25

BAYPOINT LAGOONS LANDSCAPING AND LIGHTING DISTRICT (Pursuant to the Landscaping and Lighting Act of 1972)

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES that:

1. Joanna Kwok, City Engineer, is designated as the Engineer of Work for Baypoint Lagoons Landscaping and Lighting District, City of San Rafael, Marin County, California, and is hereby directed to file with the City Clerk an annual report for fiscal year 2024-25 in accordance with the provisions of the Landscaping and Lighting Act of 1972.

2. This resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

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 Council of said City on the 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING ENGINEER'S ANNUAL REPORT FY 2024-25

BAYPOINT LAGOONS LANDSCAPING AND LIGHTING DISTRICT (Pursuant to the Landscaping and Lighting Act of 1972)

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES that:

1. Joanna Kwok, as Engineer of Work for Baypoint Lagoons Landscaping and Lighting District, has filed with the City Clerk an Engineer's Annual Report for fiscal year 2024-25 in accordance with the provisions of the Landscaping and Lighting Act of 1972.

2. The aforementioned Engineer's Annual Report, on file with the City Clerk, is approved as filed.

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 Council of said City on the 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

LINDSAY LARA, City Clerk

SAN RAFAEL CITY COUNCIL RESOLUTION OF INTENTION TO ORDER IMPROVEMENTS AND SETTING A PUBLIC HEARING ON THE ANNUAL ASSESSMENT FOR THE CITY COUNCIL MEETING OF JULY 15, 2024

BAYPOINT LAGOONS LANDSCAPING AND LIGHTING DISTRICT (Pursuant to the Landscaping and Lighting Act of 1972)

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES that:

- 1. The City Council intends to levy and collect assessments within the Baypoint Lagoons Landscaping and Lighting District, City of San Rafael, Marin County, California, during the fiscal year 2024-25. The area of land to be assessed is located in the City of San Rafael, Marin County.
- 2. In accordance with this Council's resolution directing the filing of an Engineer's Annual Report, Joanna Kwok, City Engineer, has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- 3. The proposed assessment does not increase the assessment from the previous year.
- 4. On Monday, the 15th of July, 2024 at the hour of 6:00 o'clock P.M., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held live in person at the City Council Chambers, City Hall, 1400 Fifth Avenue, San Rafael, California 94901.

5. The City Clerk is authorized and directed to give the notice of hearing

required by the Landscaping and Lighting Act of 1972 by publishing a copy of this

resolution once in the Marin Independent Journal, publication to be completed not less

than ten (10) days before July 15, 2024.

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 Council of said City on the 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

LINDSAY LARA, City Clerk

ENGINEER'S ANNUAL REPORT

FOR

BAYPOINT LAGOONS LANDSCAPING AND LIGHTING DISTRICT

2024 - 2025

FOR THE CITY OF SAN RAFAEL

CALIFORNIA

COUNCIL MEETING

JUNE 17, 2024

First Meeting

JULY 15, 2024

Second Meeting

Prepared By: City of San Rafael

ENGINEER'S ANNUAL REPORT 2024-2025

BAYPOINT LAGOONS LANDSCAPING AND LIGHTING DISTRICT CITY OF SAN RAFAEL, MARIN COUNTY, CALIFORNIA (Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectful	y submits the enclosed annual report as direc	ted by the City Council.
DATED:	<u></u>	
	CITY OF SAN RAFAEL	
	Joanna Kwok, City of San Rafael, C	City Engineer
	Ву	
	t the enclosed Engineer's Annual Report, tog to attached, was filed with me on the 024.	
	LINDSAY LARA, City Clerk, City California	of San Rafael, Marin County,
	Ву	-
Assessment Diagram there	t the enclosed Engineer's Annual Report, tog to attached, was approved on, San Rafael, Marin County, California, on the 2024.	2024 and confirmed by the
	LINDSAY LARA, City Clerk, City California	of San Rafael, Marin County,
	Ву	
Assessment Diagram theret	t the enclosed Engineer's Annual Report, togo attached, was filed with the County Audito	
tne	day of, 2024.	
	LINDSAY LARA, City Clerk, City C California	of San Rafael, Marin County,
	By	

ENGINEER'S ANNUAL REPORT 2024-2025

BAYPOINT LAGOONS LANDSCAPING AND LIGHTING DISTRICT CITY OF SAN RAFAEL, MARIN COUNTY, CALIFORNIA (Pursuant to the Landscaping and Lighting Act of 1972)

City of San Rafael, Engine	er of Work for Baypoint	Lagoons Landscaping and Lighting Di	strict, City
of San Rafael, Marin Coun	ty, California, makes this	annual report, as directed by the City C	ouncil, by
its Resolution No	, adopted	, 2024.	

The improvements which are the subject of this report are briefly described as follows:

Creating, maintaining, and monitoring open space habitat. Each year for the foreseeable future, cattail removal will be undertaken to enhance the habitat. After at least five years of cattail eradication, a monitoring assessment will be completed to document the effectiveness of the removal effort. The monitoring will be done in accordance with the proposal for SPINNAKER LAGOON MANAGEMENT, as prepared by Resource Management International, Inc. previously known as Western Ecological Services Company, Inc., dated February 25, 1998, and the letter dated November 28, 1999 by Wetlands Research Associates. The future Report will reflect anticipated costs to provide funds for the monitoring program necessary to demonstrate the contingent viability of the diked marsh area. Future monitoring is the best way to demonstrate to interested agencies the success of the mitigation program that is the responsibility of the district.

This report consists of six parts, as follows:

- **PART A** Plans (SPINNAKER LAGOON MANAGEMENT PLAN, WETLAND RESEARCH ASSOCIATES LETTER, and PACIFIC OPEN SPACE, INC. LETTER) for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B An Amended Estimated Cost of the Assessment District.
- **PART C** Assessment Roll An assessment of the estimated cost of the improvement on each benefited parcel of land within the assessment district.
- **PART D** Method of Apportionment of Assessment A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.
- **PART E** List of Property Owners A list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk. The list is keyed to Exhibit "C" by assessment number.

PART F - Assessn	nent Diagram - A diagram showing all of the parcels of real property within this
	The diagram is keyed to Part "C" by assessment number.

Respectfully submitted,	
City of San Rafael	
By	
Joanna Kwok, City of San Rafael, C	ity Engineer

PART A

Background:

Plans for the maintenance and improvement of the lagoon are the monitoring portions of the report prepared by Western Ecological Services Company, Inc., dated May 31, 1996 and titled REVISED PROPOSAL FOR 1998 and 1999 BUDGET FOR SPINNAKER LAGOON MANAGEMENT, the Letter Report prepared November 28, 1999 by Wetlands Research Associates, Inc., the Letter Proposal prepared by Pacific OpenSpace dated August 9, 1999, and subsequent documents and contracts between Pacific OpenSpace and the City of San Rafael. These documents have been filed previously with the clerk of the legislative body and are incorporated in this report by reference.

The actual eradication of the cattails has been handled directly through a City contract. Several years ago, the City obtained a number of preliminary proposals to completely eliminate the cattails from the entire lagoon. At that time, the estimated cost to do this work was \$90,000. Since the Assessment District was not able to fund the amount from a single annual assessment, the City developed a program to complete a portion of the eradication each year on an on-going basis, thereby arresting future expansion of the cattail area and slowly reclaiming the lagoon from the emerging cattail areas. In addition, the City also began replanting some areas with native vegetation. The fund to eradicate exotic plants has remained constant with no additional allocation. The fund value is currently \$55,000.00.

In past years, additional weed abatement was performed by Pacific OpenSpace, Inc. under the direction of the City. The Pacific OpenSpace maintenance crew performed weed control in the form of mowing at Baypoint Lagoon during 2005. The major focus of their work was the eradication of broadleaf perennials, such as bristly ox-tongue (*Picris echioides*) and fennel (*Foeniculum vulgare*), as well as perennial weeds such as Harding grass (*Phalaris aquatica*). The Home Owners Association took over the maintenance of the waterfront around the lagoon in the mid-2000's. Since that time, the City has performed occasional maintenance of the vegetation within the lagoon and on the islands.

The Homeowners Association has continued to take an active role in managing and directing the Assessment District. Representatives from the Homeowners Association have met on numerous occasions with the District Engineer, the City's engineering staff and the City's maintenance staff regarding the management and operations of the lagoon and surrounding open area. These meetings started a number of years ago and have continued, allowing the homeowners to gain expertise and insight into the original intentions of the Assessment District and develop ideas and plans to make the best use of the Assessment District funds. The most recent discussion took place in 2023.

Based on the active role that the homeowners have taken, much of the annual landscape control maintenance work that had previously been completed by the District is being paid for directly by the Homeowners Association. This includes the annual or bi-annual moving around the lagoon.

In early 2015, the Baypoint homeowners approached Nader Mansourian, then Director of Public Works, with two concerns relative to the assessment district. The first concern was the task of obtaining adequate funds to replace and upgrade the City of San Rafael's Cayes Storm Water Pump Station, and the second, the more immediate need, to address the odor nuisance from the Lagoon.

First Concern:

PART A

Since 2006, the Assessment District has set aside money every year to fund improvements to the Cayes Storm Water Pump Station. The amount of set aside started small, \$5,000.00, and has increased to approximately \$15,000.00 annually. However, in Fiscal Year 2018-2019 maintenance to clean the pump station and outfall was undertaken which reduced Pump Station Control Fund (see below). The amount set aside is designated to fund the control improvements to the pump station to bring the control system up to date and allow a more automated control of the water level to reduce the potential for hot weather odors and algae growth. This fund's current balance can be found in Part C. The cost of the controls system has increased steadily over the years, and in 2020, it was estimated at \$372,310 based on a preliminary electrical design estimate.

Second Concern:

In the summer of 2014, the odor complaints continued to get worse, and the funding for the improvements to the Cayes Storm Water Pump Station continued to be short of what was needed to fund the pump station improvements. Members of the Assessment District approached the City and requested that funds from the district be allocated to further study options to control the odor. In January, 2015, the City Council, acting on the request from the members of the Assessment District, authorized the Public Works Director to engage Siegel Environmental to study the problem and suggest solutions to the odor problems that might be accomplished without changing the controls at the pump station. The cost of the study was \$35,485.00, and the members of the Assessment District agreed to fund this out of the set aside funds available in the district. The study was completed in February, 2016, and the District paid the appropriate invoices.

The result of this work reduced the overall funds available. Since the work was environmentally driven, the District paid for the study from the set-asides allocated as the Environmental Monitoring Fund. This reduced the Environmental monitoring fund to \$31,515.00. The District has continued to grow this balance when revenues exceed the yearly costs of maintenance and operations for that year. The fund's current amount is listed Part C.

<u>Cayes Storm Water Pump Station</u>: The City and homeowners continue to desire to add motor controls to better regulate the level of the lagoon. This would require that additional control devices be integrated into the Cayes Storm Water Pump Station. Updates to the Pump Station Control fund for this year can be found in the activities section below, with the fund balance detailed in Part C.

Eradication of Exotic Plants: This fund has remained the same for many years, anticipating removal of invasive and exotic plants and debris. In earlier years, the District removed grass and cattails along with mowing the waterfront. As noted above, the Home Owners Association took over the maintenance of the water front around 2006. Since that time the City has performed maintenance as-needed on the vegetation within the lagoon which is difficult to reach from the shoreline. Until the 2019-2020 fiscal year, the City did this with its own maintenance staff and did not charge the district for the work. The current fund balance can be found in Part C.

Previous Year's Activities

Consult previous year's Engineer Reports for activity details.

PART A

2023 - 2024 Activities

The City has continued to regulate the water levels in the lagoon, which has minimized the odor complaints in the area and facilitated recharge of the lagoon levels. In addition to manually regulating water levels for both stormwater control and odor regulation, the City Staff cleaned out both the pipe that discharge into the lagoon and the pipe that connects the salt marsh to the lagoon. As noted in previous years this manual effort ideally would be replaced by an automatic pump control that could be monitored at the Department of Public Works (DPW). This year the District is not electing to make a contribution to the Pump Station Control Fund and will keep a limited amount of funds unallocated for future potential expenses regarding the landscape design work. The Pump Station Control Fund is expected to have a balance of \$93,470 on June 30, 2024.

Previously some of the residents of Baypoint Lagoons approached the City concerned about vegetation and invasive species as well as water quality. This year the City initiated a landscape design project for the District with the local firm WRA. The design work and meetings with resident representatives are expected to be completed by the end of July 2024. The City expects to continue to work with the residents of the District on any potential implementation of this design. Future determinations on funding for any implementation of work is ongoing. The Eradication of Exotic Plants Fund is expected to have a balance of \$44,986 on June 30, 2024. The Phase II Monitoring fund was expected to have a balance of \$69,853 on June 30, 2024, but the allocation was not made because the funds were spent on the landscape design work per the residents' representatives request.

(Please Refer to Part D – Method of Apportionment of Assessment for a Summary of Changes to Part C – Assessment Roll For a summary of financials from 1993-2023 see the prior reports filed with the City Clerk

Total Estimated Available Funds June 30, 2023:		\$	221,799
Adjustments to from Estimated to Actual		\$	2,938
Available Funds on July 1, 2023 per City Finance Department		\$ 4	224,737
Direct Expenditures			
County fees	\$ 386		
Previous Year's Engineers Report	\$ 2,063		
Staff Time	\$ 5,475		
Contractual Services - WRA Landscape Design	\$ 19,297		
Total Direct Expenditures	\$ 27,221		
Assessment Proceeds		\$	24,100
Interest		\$	2,816
Total Available Funds estimated for June 30, 2024		\$ 2	224,432
FY 2023-2024 Funds, Phase II Program			
Monitoring and Status Report Fund	\$ 69,853		
Pump Station Control Fund	\$ 93,470		
Eradication of Exotic Plants	\$ 44,986		
Total Funds available for Phase II Monitoring,			
Pump Station Fund & Eradication	\$ 208,309		
Available Unallocated Funds (June 30, 2024)	\$ 16,123		
Anticipated 2024-2025 Expenses			
Incidental Expenses			
Engineer's Report (2023-2024)	\$ 1,000		
City Staff Time	\$ 5,500		
County Administrative Fees	\$ 400		
Total Cost of Incidental Expenses and Fund Contributions	\$ 6,900		
Contingencies	\$ 18,468		
FY 2024-2025 ASSESSMENTS:		\$	25,368
Fiscal Year 2024 - 2025 Available Funds:		\$	249,800

\$ 242,900

TOTAL ANTICIPATED END OF FY 2024-2025 BALANCE:

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
1	\$131.44	ì	009-361-06
2	\$131.44	2	009-361-05
3	\$131.44	3	009-361-04
4	\$131.44	4	009-361-03
5	\$131.44	5	009-361-02
6	\$131.44	6	009-361-08
7	\$131.44	7	009-361-09
8	\$131.44	8	009-361-10
9	\$131.44	9	009-361-11
10	\$131.44	10	009-361-12
11.	\$131.44	11	009-361-17
12	\$131.44	12	009-361-16
13	\$131.44	13	009-361-15
14	\$131.44	14	009-361-14
15	\$131.44	15	009-361-13
16	\$131.44	16	009-361-19
17	\$131.44	17	009-361-20
18	\$131.44	18	009-361-21
19	\$131.44	19	009-361-22
20-1	\$0.00	20	009-371-02
20-2	\$0.00	Portion of 20	009-371-03
21	\$131.44	21	009-372-01
22	\$131.44	22	009-372-02
23	\$131.44	23	009-372-03
24	\$131.44	24	009-372-04
25	\$131.44	25	009-372-05

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
26	\$131.44	26	009-372-06
27	\$131.44	27	009-372-07
28	\$131.44	28	009-372-08
29	\$131.44	29	009-372-09
30	\$131.44	30	009-372-10
31	\$131.44	31	009-372-11
32	\$131.44	32	009-372-12
33	\$131.44	33	009-372-13
34	\$131.44	34	009-372-14
35	\$131.44	35	009-372-15
36	\$131.44	36	009-372-26
37	\$131.44	37	009-372-27
38	\$131.44	38	009-372-25
39	\$131.44	39	009-372-24
40	\$131.44	40	009-372-23
41	\$131.44	41	009-372-22
42	\$131.44	42	009-372-21
43	\$131.44	43	009-372-20
44	\$131.44	44	009-372-18
45	\$131.44	45	009-372-19
46	\$131.44	46	009-362-03
47	\$131.44	47	009-362-04
48	\$131.44	48	009-362-05
49	\$131.44	49	009-362-13
50	\$131.44	50	009-362-12
51	\$131.44	51	009-362-14
52	\$131.44	52	009-362-15

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
53	\$131.44	53	009-362-16
54	\$131.44	54	009-362-17
55	\$131.44	55	009-362-18
56	\$131.44	56	009-362-19
57	\$131.44	57	009-362-20
58	\$131.44	58	009-362-21
59	\$131.44	59	009-362-10
60	\$131.44	60	009-362-09
61	\$131.44	61	009-362-06
62	\$131.44	62	009-362-22
63	\$131.44	63	009-362-25
64	\$131.44	64	009-362-26
65	\$131.44	65	009-362-30
66	\$131.44	66	009-362-31
67	\$131.44	67	009-362-32
68	\$131.44	68	009-362-33
69	\$131.44	69	009-362-34
70	\$131.44	70	009-362-29
71	\$131.44	71	009-362-35
72	\$131.44	72	009-362-38
73	\$131.44	73	009-362-39
74	\$131.44	74	009-362-42
75	\$131.44	75	009-362-43
76	\$131.44	76	009-362-46
77	\$131.44	77	009-373-11
78	\$131.44	78	009-373-14
79	\$131.44	79	009-373-15

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
80	\$131.44	80	009-373-18
81	\$131.44	81	009-373-19
82	\$131.44	82	009-373-01
83	\$131.44	83	009-373-02
84	\$131.44	84	009-373-03
85	\$131.44	85	009-373-04
86	\$131.44	86	009-373-08
87	\$131.44	87	009-373-07
88	\$131.44	88	009-373-06
89	\$131,44	89	009-373-05
90	\$0.00	Portion of Parcel A (Shoreline Park)	009-010-34
91-1	\$0.00	Parcels B, F, L & M	009-361-24
92-1	\$0.00	Parcel C & Lots L46, L61, L60, L62, L63, L64, L70, L71, L72, L73, L74, L75 & L76	009-362-49
93	\$0.00	Parcel D	009-362-11
94-1	\$0.00	Parcel E	009-362-47
94-2	\$0.00	Portion of Parcel E	009-373-22
96-1	\$0.00	Parcels G, H & I & Lots L77, L78, L79, L80 & L81	009-373-23
99-1	\$0.00	Parcels C, J & K	009-372-28
103	\$0.00	Parcel N	009-010-31
104-1	\$0.00	Parcel A	009-390-01
104-3	\$131.44	94	009-390-03
104-4	\$131.44	95	009-390-04
104-5	\$131.44	96	009-390-05
104-6	\$131.44	97	009-390-06

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
104-7	\$131.44	98	009-390-07
104-8	\$131.44	99	009-390-08
104-9	\$131.44	100	009-390-09
104-10	\$131.44	101	009-390-10
104-11-1	\$131.44	102	009-390-66
104-12	\$131.44	103	009-390-12
104-13	\$131.44	104	009-390-13
104-14	\$131.44	105	009-390-14
104-15	\$131.44	106	009-390-15
104-16	\$131.44	107	009-390-16
104-17	\$131.44	108	009-390-17
104-18	\$131.44	109	009-390-61
104-19	\$131.44	110	009-390-19
104-20	\$131.44	111	009-390-20
104-21	\$131.44	112	009-390-21
104-22	\$131.44	113	009-390-22
104-23	\$131.44	114	009-390-23
104-24	\$131.44	115	009-390-24
104-25	\$131.44	116	009-390-25
104-26	\$131.44	117	009-390-26
104-27	\$131.44	118	009-390-27
104-28	\$131.44	119	009-390-28
104-29	\$131.44	120	009-390-29
104-30	\$131.44	121	009-390-30
104-31	\$131.44	122	009-390-31
104-32	\$131.44	123	009-390-63
104-33	\$131.44	124	009-390-51

(Please Refer to Part D – Method of Apportionment of Assessment for a Summary of Changes to Part C – Assessment Roll

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
104-34	\$131.44	125	009-390-34
104-35	\$131,44	126	009-390-35
104-36	\$131.44	127	009-390-36
104-37	\$131.44	128	009-390-37
104-38-1	\$0.00	Parcel B & Lots 128E, 129E, 132E, 133E & 134E	009-390-64
104-39	\$131.44	129	009-390-39
104-41	\$131.44	130	009-390-41
104-42	\$131.44	131	009-390-42
104-43	\$131.44	132	009-390-43
104-45-1	\$131.44	133	009-390-65
104-47-1	\$131.44	134	009-390-59
104-49	\$0.00	Parcel D	009-390-49
104-51-1	\$131.44	135	009-411-01
104-51-2	\$131.44	136	009-411-02
104-51-3	\$131.44	137	009-411-03
104-51-4	\$131.44	138	009-411-04
104-51-5	\$131.44	139	009-411-05
104-51-6	\$131.44	140	009-411-06
104-51-7	\$131.44	141	009-411-07
104-51-8	\$131.44	142	009-411-08
104-51-9	\$131.44	143	009-411-09
104-51-10	\$131.44	144	009-411-10
104-51-11	\$131.44	145	009-411-11
104-51-12	\$131.44	146	009-411-12
104-51-13	\$0.00	Parcel F	009-411-13
104-51-14	\$131.44	147	009-412-01

(Please Refer to Part D - Method of Apportionment of Assessment for a Summary of Changes to Part C - Assessment Roll

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
104-51-15-1	\$0.00	Lots 147E, 148E, 149E, 150E, 151E, 152E & 155E	009-412-20
104-51-16	\$131.44	148	009-412-03
104-51-18	\$131.44	149	009-412-05
104-51-20	\$131.44	150	009-412-07
104-51-22	\$131.44	151	009-412-09
104-51-24	\$131.44	152	009-412-11
104-51-26	\$131.44	153	009-412-13
104-51-27	\$131.44	154	009-412-14
104-51-28	\$131.44	155	009-412-15
104-51-30	\$131.44	156	009-412-17
104-51-31	\$0.00	156E	009-412-18
104-51-32	\$0.00	Parcel G	009-412-19
104-51-33	\$0.00	Portion of Parcel O	009-400-03
104-51-34-1	\$131.44	157	009-420-45
104-51-34-2	\$0.00	157E	009-420-46
104-51-35-1	\$131.44	158	009-420-47
104-51-35-2	\$0.00	158E	009-420-48
104-51-36-1	\$131.44	159	009-420-49
104-51-36-2	\$0.00	159E	009-420-50
104-51-37-1	\$131.44	160	009-420-51
104-51-37-2	\$0.00	160E	009-420-52
104-51-38-1	\$131.44	161	009-420-53
104-51-38-2	\$0.00	161E	009-420-54
104-51-39-1	\$131.44	162	009-420-55
104-51-39-2	\$0.00	162E	009-420-56

(Please Refer to Part D – Method of Apportionment of Assessment for a Summary of Changes to Part C – Assessment Roll

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
104-51-40-1	\$0.00	Parcels H & I & Lots 163E, 164E, 167E, 168E, 169E, 170E & 171E	009-420-71
104-51-41-1	\$131.44	163	009-420-57
104-51-42-1	\$131.44	164	009-420-59
104-51-43	\$131.44	165	009-420-10
104-51-44	\$131.44	166	009-420-11
104-51-45-1	\$131.44	167	009-420-61
104-51-46-1	\$131.44	168	009-420-63
104-51-47-1	\$131.44	169	009-420-65
104-51-48-1	\$131.44	170	009-420-67
104-51-49-1	\$131.44	171	009-420-69
104-51-51	\$131.44	172	009-420-17
104-51-52	\$131.44	173	009-420-18
104-51-53 \$131.44 104-51-54 \$131.44		174 175	009-420-19 009-420-20
104-51-56	\$131.44	177	009-420-22
104-51-57	\$131.44	178	009-420-23
104-51-58	\$131.44	179	009-420-24
104-51-59	\$131.44	180	009-420-25
104-51-60	\$131.44	181	009-420-26
104-51-61	\$131.44	182	009-420-27
104-51-62	\$131.44	183	009-420-28
104-51-63	\$131.44	184	009-420-29
104-51-64	\$131.44	185	009-420-30
104-51-65	\$131.44	186	009-420-31

(Please Refer to Part D – Method of Apportionment of Assessment for a Summary of Changes to Part C – Assessment Roll

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2024-2025)	PROPERTY DESCRIPTION Baypoint Lagoons	ASSESSOR'S PARCEL NUMBER
104-51-66	\$131.44	187	009-420-32
104-51-67	\$131.44	188	009-420-33
104-51-68	\$131.44	189	009-420-34
104-51-69	\$131.44	190	009-420-35
104-51-70	\$131.44	191	009-420-36
104-51-71	\$131.44	192	009-420-37
104-51-72	\$131.44	193	009-420-38
104-51-73	\$131.44	194	009-420-39
104-51-74	\$131.44	195	009-420-40
104-51-75	\$131.44	196	009-420-41
104-51-76	\$131.44	197	009-420-42
104-51-77	\$131.44	198	009-420-43
105	\$0.00	Parcel P	009-010-34
106	\$0.00	Parcel Q	009-010-35
TOTAL ASSESSMENT	\$25,367.92		

The lines and dimensions of each parcel are as shown on the maps of the County Assessor of the County of Marin.

Property descriptions are lot or parcel numbers as shown on the recorded final maps of Baypoint Lagoons, recorded: in Book 20 of Maps at Page 80, and Book 21 of Maps at Page 34, Book 21 of Maps at Page 55, and Record Maps Book 1998 at Page 99, Marin County Records.

PART D METHOD OF APPORTIONMENT OF ASSESSMENT

There are 193 single family dwelling units existing within the Assessment District boundary.

(NOTE: This is a reduction from 207 originally included. The reduction is based on the actual number of lots recorded and is appropriate.)

Subdivision Phase I consists of 89 lots, of which lot 20 anticipates low cost housing (not single family) and lots 1 through 19 and 21 through 89 anticipates one single family dwelling unit each. Subdivision Phase II consists of 41 lots and anticipates one single family dwelling unit each.

Subdivision IIIa consists of 22 lots and anticipates one single family dwelling unit each.

Subdivision IIIb consists of an additional 42 units, one single family dwelling unit each.

The "Remaining" 12 lots were not created and have been removed from the assessment.

The number of single family dwelling units is:

Phase I	88
Phase II	41
Phase IIIa	22
Phase IIIb	42
TOTAL:	193

Each of the single family dwelling unit lots are assessed for equal portions of the total assessment. The total assessment for Baypoint Lagoons was set at \$25,367.92. The District formation documents did provide for any increase in this amount. Each residential parcel will be assessed 1/193 of the total assessment or \$131.44 (\$25,367.92/193).

This assessment is exempt from the procedures and requirements of the (recently enacted Proposition 218) California Constitution, Article 13D, Section 4 pursuant to the exemption contained in Article 13D, Section 5(d) [previously majority voter approval or] Section 5(b) [petition signed by persons owning all the property]. The benefits are entirely special benefits and there are no general benefits. Additionally, the proposed assessment is the same assessment as last year.

Assessment Parcels 1 through 19, 21 through 89, 104-3 through 104-11-1, 104-12 through 104-37, 104-39 through 104-47-1, 104-51-1 through 104-51-12, 104-51-14, 104-51-16, 104-51-18, 104-51-20, 104-51-22, 104-51-24, 104-51-26 through 104-51-28, 104-51-30, 104-51-34-1, 104-51-35-1, 104-51-36-1, 104-51-37-1, 104-51-38-1, 104-51-39-1, 104-51-41-1 through 104-51-77 are each assessed 1/193 of the total assessment.

Assessment Parcels 20-1 and 20-2, 90 through 104-1,104-38-1, 104-49, 104-51-13, 104-51-15-1, 104-51-31 through 104-51-33, 104-51-34-2, 104-51-35-2, 104-51-36-2, 104-51-37-2, 104-51-38-2, 104-51-39-2, 104-51-40-1, 105 and 106 each have zero (\$0.00) assessment.

The following changes were made to the Assessment Rolls and Assessment Diagram in the 2004-2005 Baypoint Lagoons Annual Engineer's Report due to Mapping Changes at the Marin County Assessor's Office:

PART D METHOD OF APPORTIONMENT OF ASSESSMENT

On May 6, 2005 our office contacted the Marin County Assessor's Office due to obvious changes to the Assessor's Parcel Maps for the Baypoint Lagoons development. According to information received from Mapping Department staff, in calendar year 2004 several Applications for Parcel Merger were received by the County of Marin from representatives of Baypoint Lagoons Homeowners Association. The following parcels were affected by the Parcel Merger Applications:

Assessment Numbers 91, 95, 101 and 102, all zero (\$0.00) assessment parcels, were merged into a single parcel assigned APN 009-361-24 by the Marin County Assessor's Office. Assessment Number 91 has been changed to 91-1 and reflects the new APN. Assessment Numbers 95, 101 and 102 have been removed from Parts C and E of this Report.

Assessment Numbers 92, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118 and 119, all zero (\$0.00) assessment parcels, were merged into a single parcel assigned APN 009-362-49 by the Marin County Assessor's Office. Assessment Number 92 has been changed to 92-1 and reflects the new APN. Assessment Numbers 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118 and 119 have been removed from Parts C and E of this Report.

Assessment Numbers 96, 97, 98, 120, 121, 122, 123 and 124, all zero (\$0.00) assessment parcels, were merged into a single parcel assigned APN 009-362-23 by the Marin County Assessor's Office. Assessment Number 96 has been changed to 96-1 and reflects the new APN. Assessment Numbers 97, 98, 120, 121, 122, 123 and 124 have been removed from Parts C and E of this Report.

Assessment Numbers 99, 100 and 104-2, all zero (\$0.00) assessment parcels, were merged into a single parcel assigned APN 009-372-28 by the Marin County Assessor's Office. Assessment Number 99 has been changed to 99-1 and reflects the new APN. Assessment Numbers 100 and 104-2 have been removed from Parts C and E of this Report.

Assessment Numbers 104-38, 104-40, 104-44, 104-46, 104-47-2, 104-48, 104-48-1 and 104-50, all zero (\$0.00) assessment parcels, were merged into a single parcel assigned APN 009-390-64 by the Marin County Assessor's Office. Assessment Number 104-38 has been changed to 104-38-1 and reflects the new APN. Assessment Numbers 104-40, 104-44, 104-46, 104-47-2, 104-48 and 104-50 have been removed from Parts C and E of this Report.

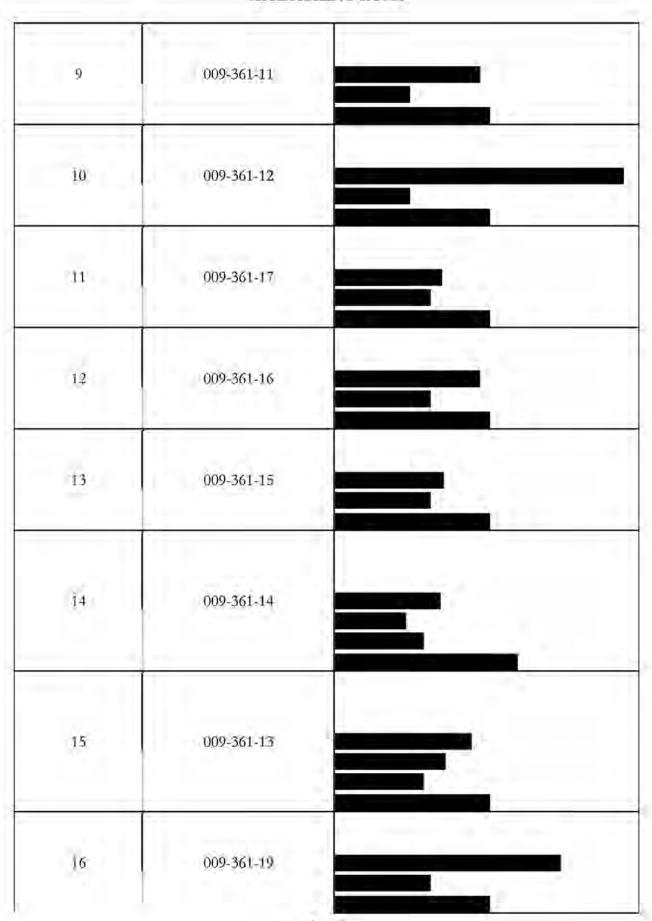
Assessment Numbers 104-51-15, 104-51-17, 104-51-19, 104-51-21, 104-51-23, 104-51-25 and 104-51-29, all zero (\$0.00) assessment parcels, were merged into a single parcel assigned APN 009-412-20 by the Marin County Assessor's Office. Assessment Number 104-51-15 has been changed to 104-51-15-1 and reflects the new APN. Assessment Numbers 104-51-17, 104-51-19, 104-51-21, 104-51-23, 104-51-25 and 104-51-29 have been removed from Parts C and E of this Report.

Assessment Numbers 104-51-40, 104-51-41-2, 104-51-42-2, 104-51-45-2, 104-51-46-2, 104-51-47-2, 104-51-48-2, 104-51-49-2 and 104-51-50, all zero (\$0.00) assessment parcels, were merged into a single parcel assigned APN 009-420-71 by the Marin County Assessor's Office. Assessment Number 104-51-40 has been changed to 104-51-40-1 and reflects the new APN. Assessment Numbers 104-51-41-2, 104-51-42-2, 104-51-45-2, 104-51-46-2, 104-51-47-2, 104-51-47-2, 104-51-48

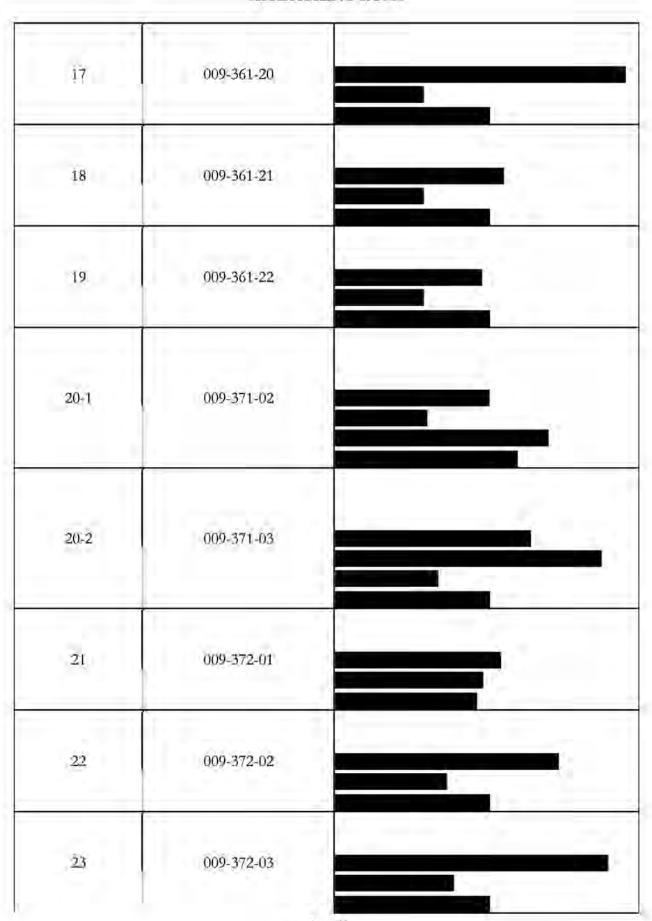
PART D METHOD OF APPORTIONMENT OF ASSESSMENT

51-48-2, 104-51-49-2 and 104-51-50 have been removed from Parts C and E of this Report.

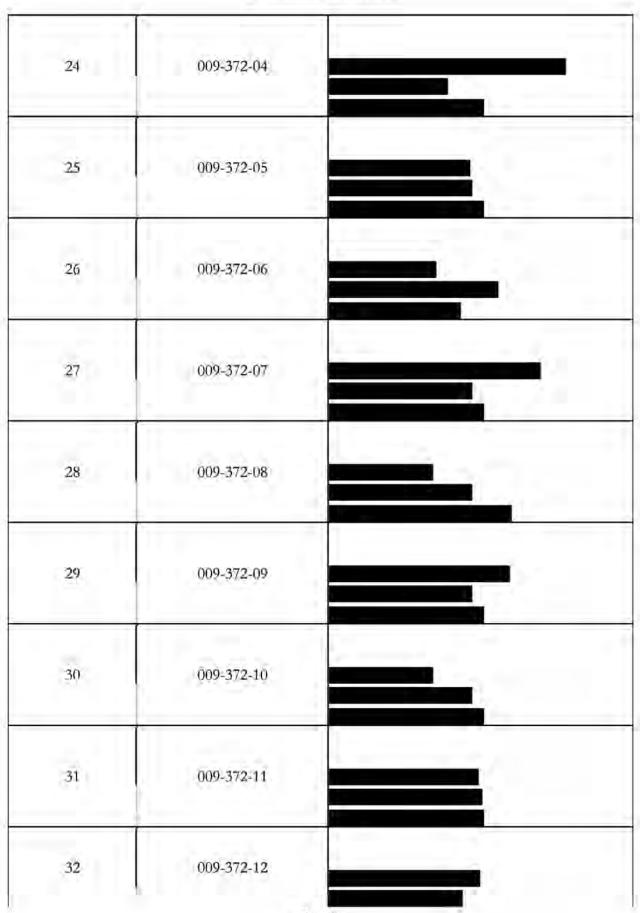
ASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	2023 NAME AND ADDRESS
ī	009-361-06	
2	009-361-05	
3	009-361-04	
4	009-361-03	
5	009-361-02	
6	009-361-08	
7	009-361-09	
8	009-361-10	



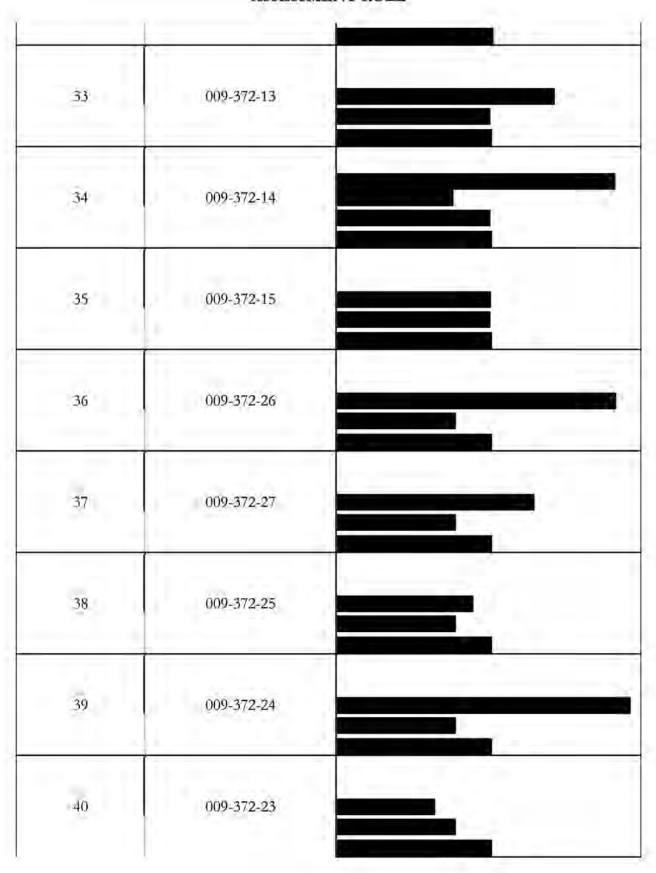
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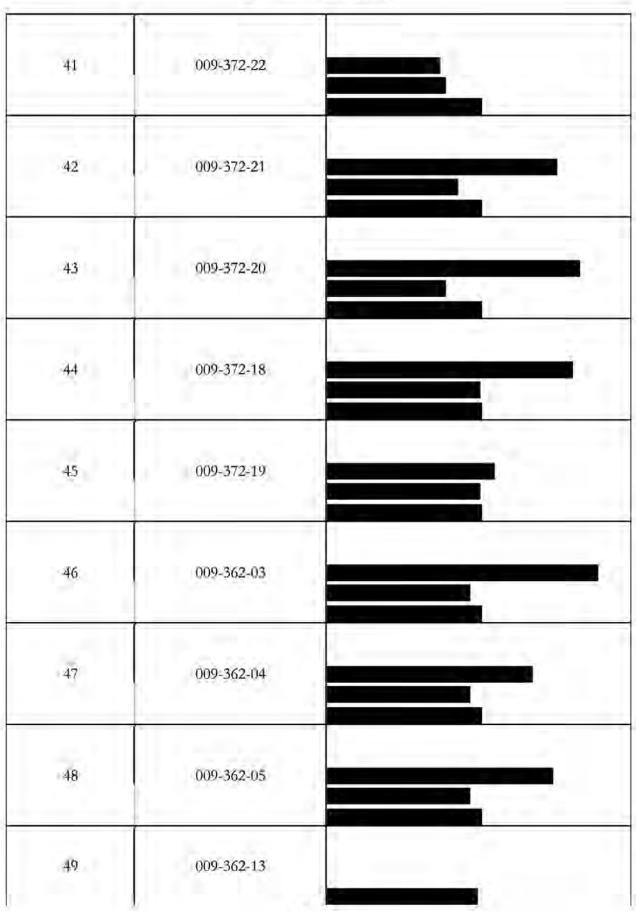


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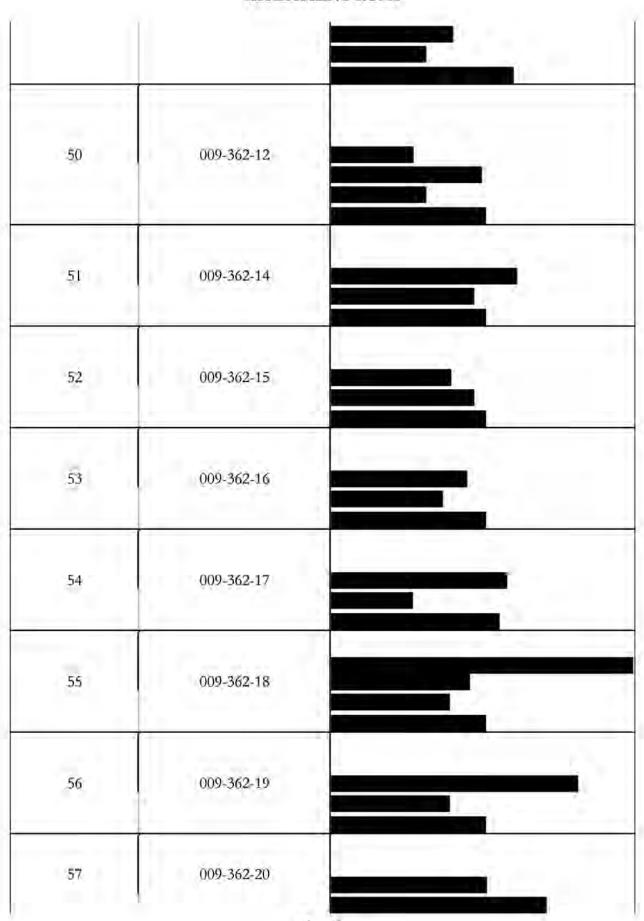


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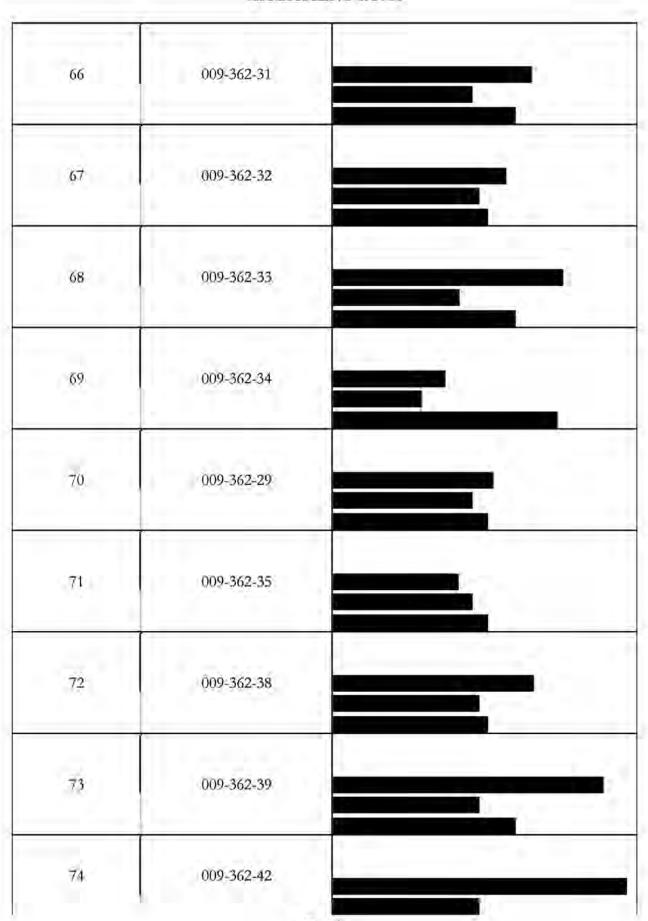


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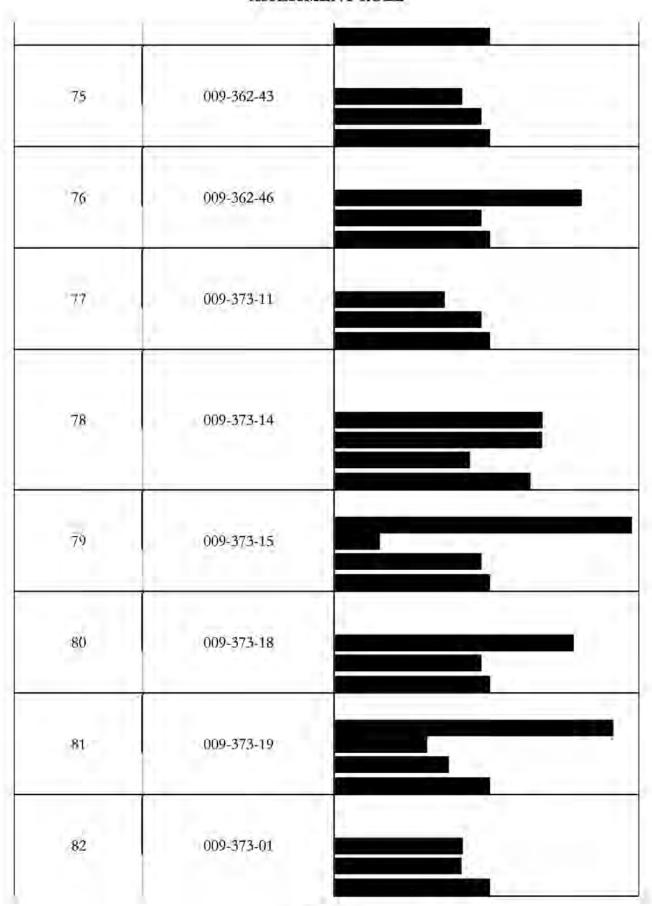


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58	009-362-21	
59	009-362-10	
60	009-362-09	
61	009-362-06	
62	009-362-22	
63	009-362-25	
64	009-362-26	
65	009-362-30	

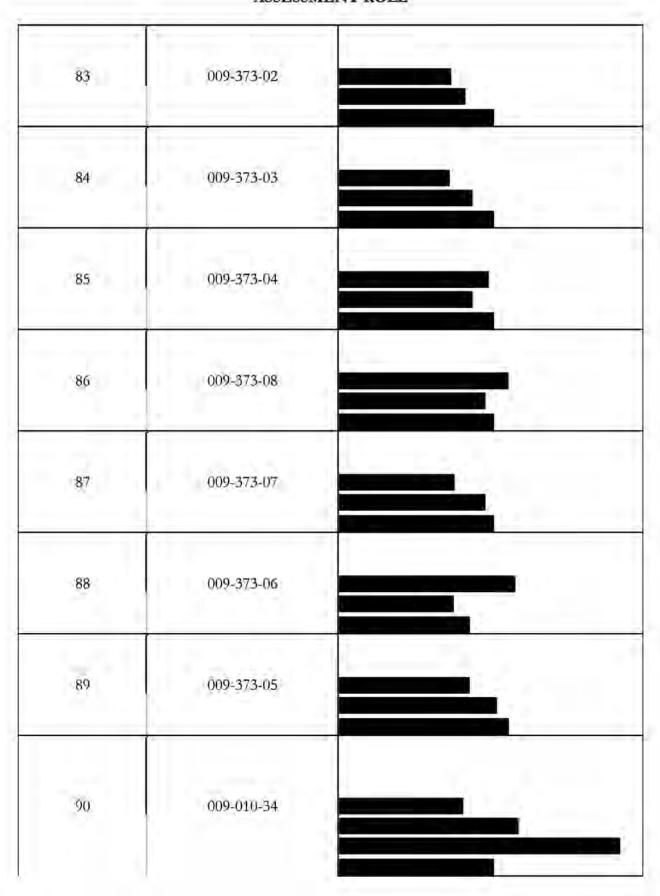


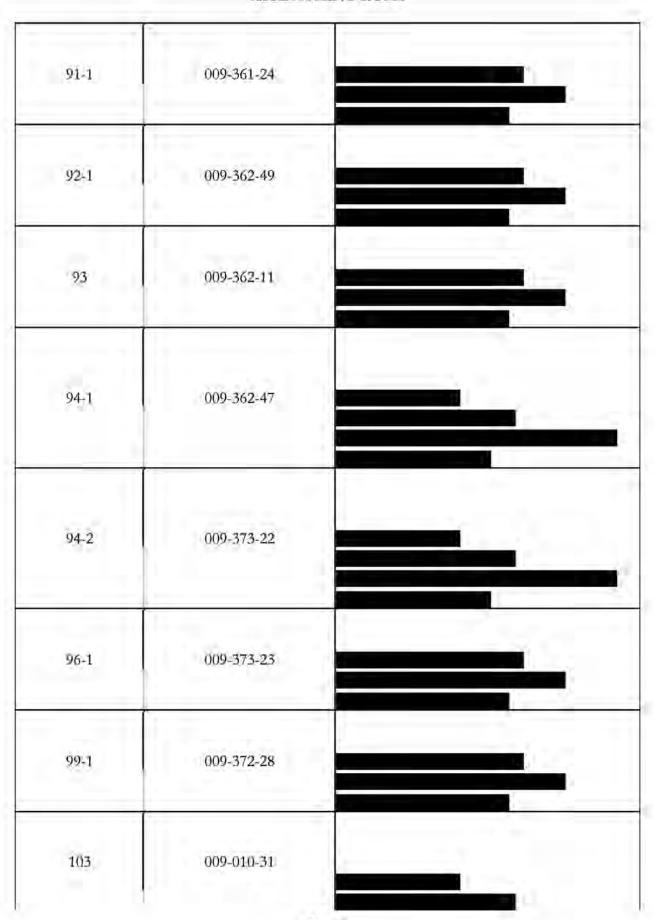
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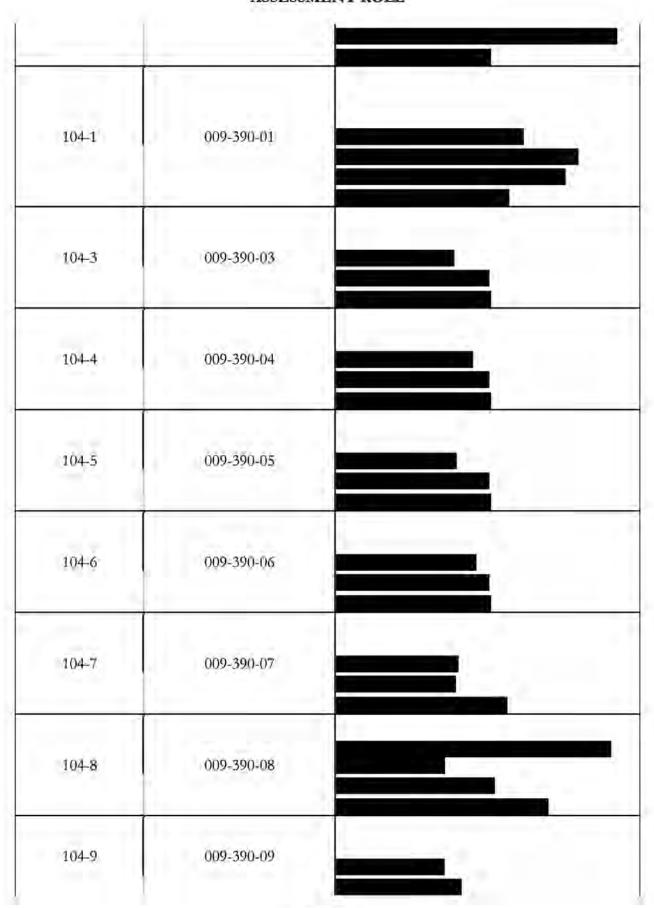
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PART E ASSESSMENT ROLL

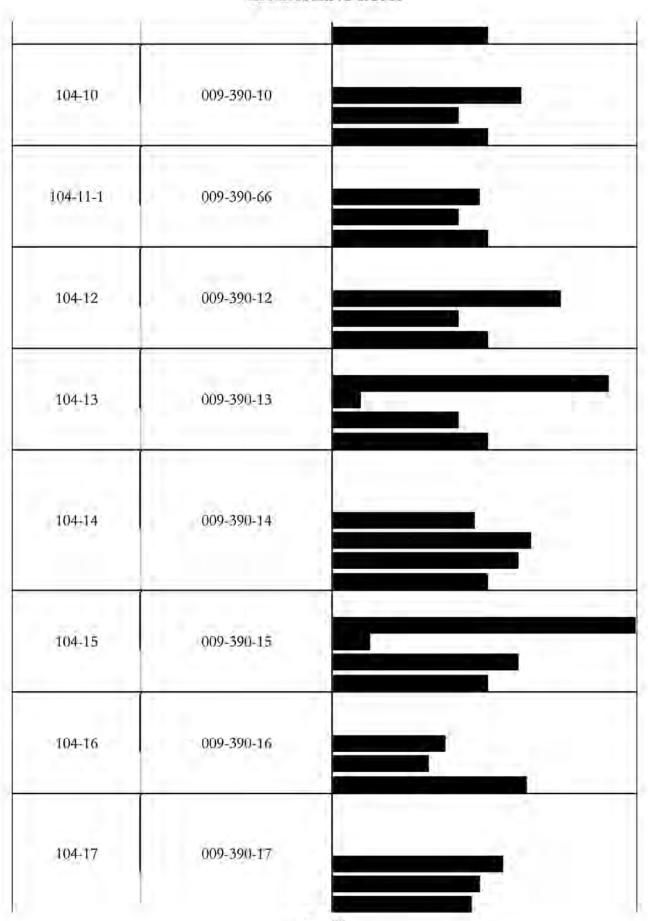




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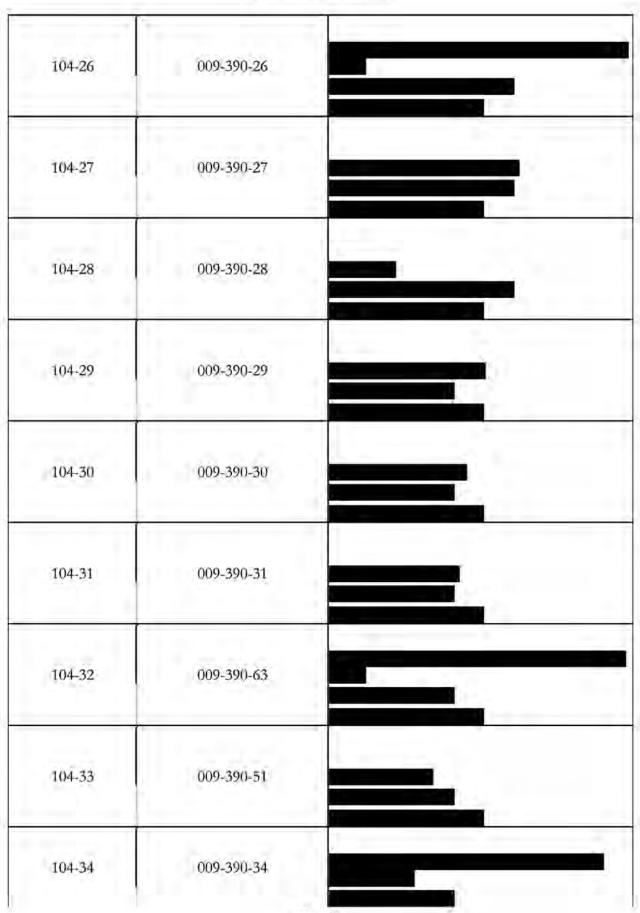


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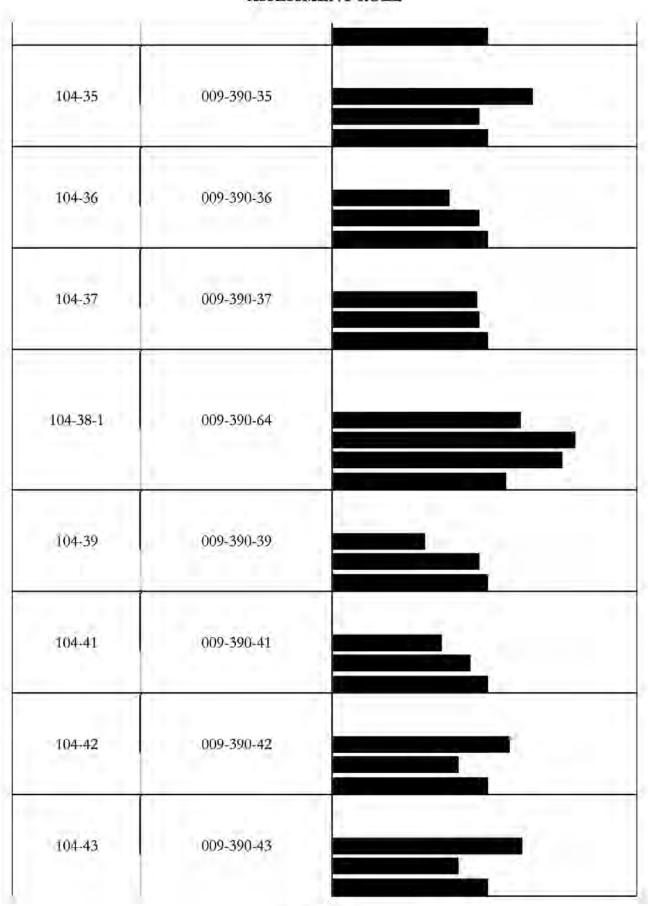


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104-18	009-390-61	
104-19	009-390-19	
104-20	009-390-20	
104-21	009-390-21	
104-22	009-390-22	
104-23	009-390-23	
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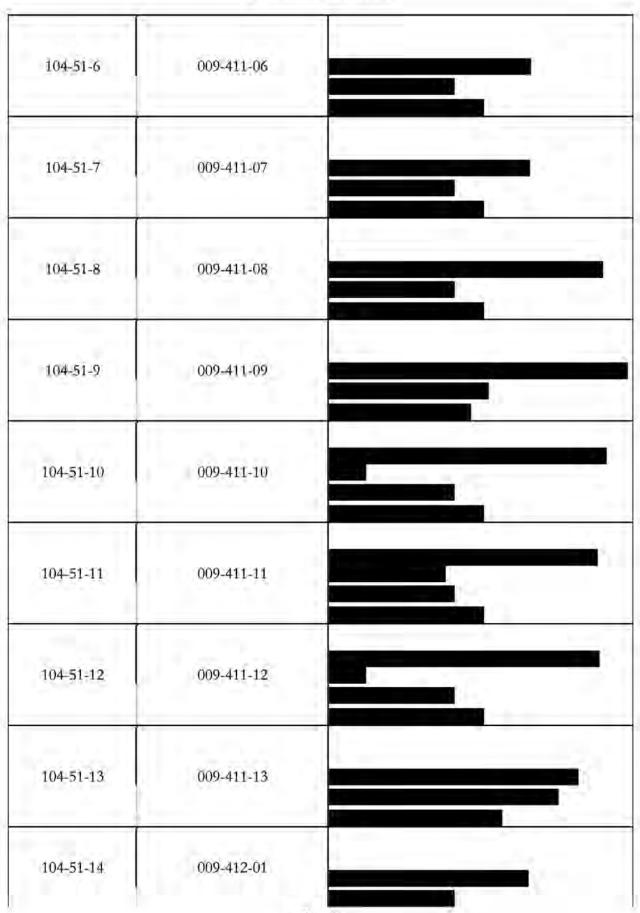


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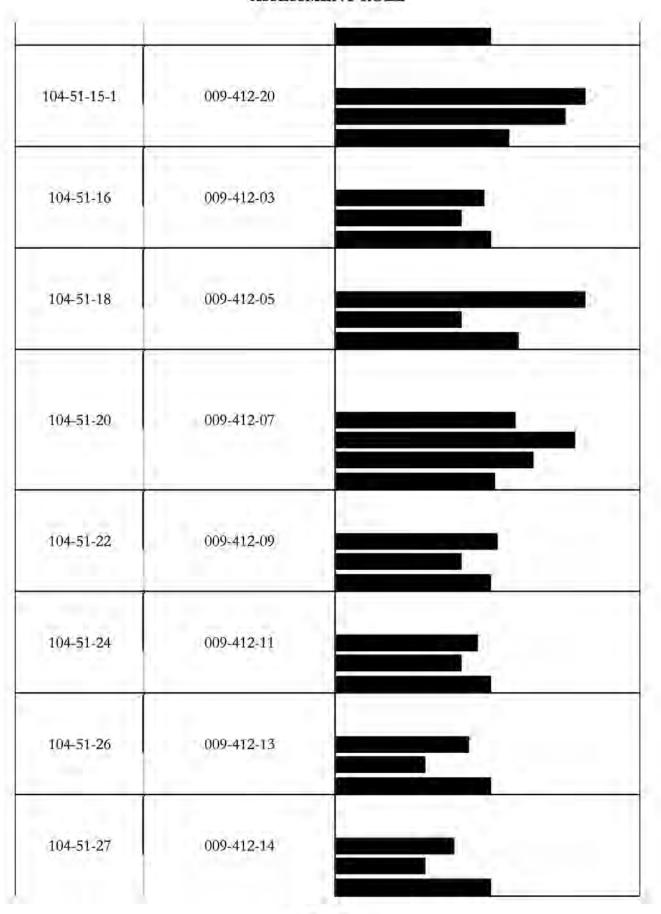


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104-45-1	009-390-65	
104-47-1	009-390-59	
104-49	009-390-49	
104-51-1	009-411-01	
104-51-2	009-411-02	
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104-51-5	009-411-05	

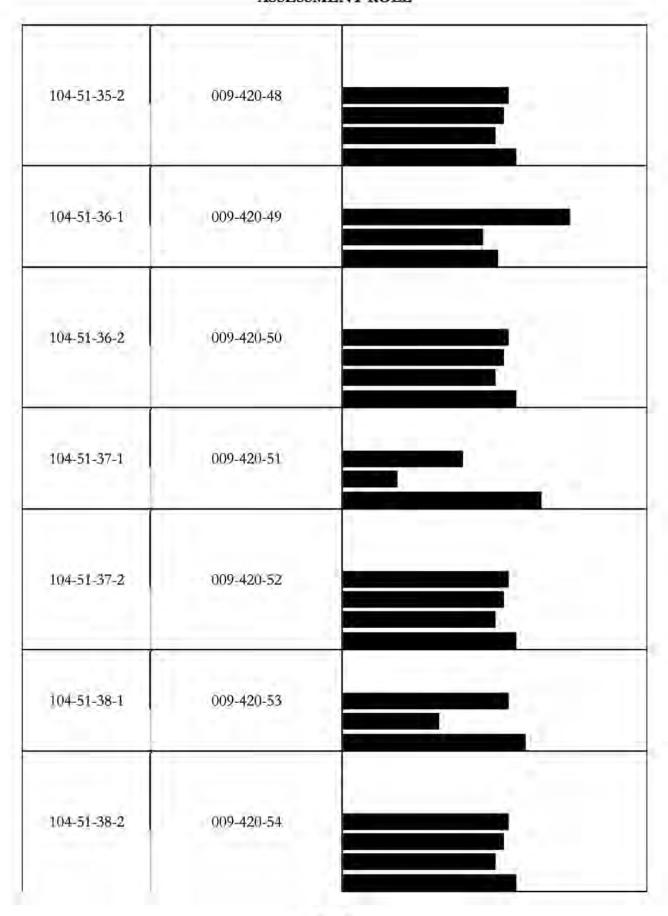


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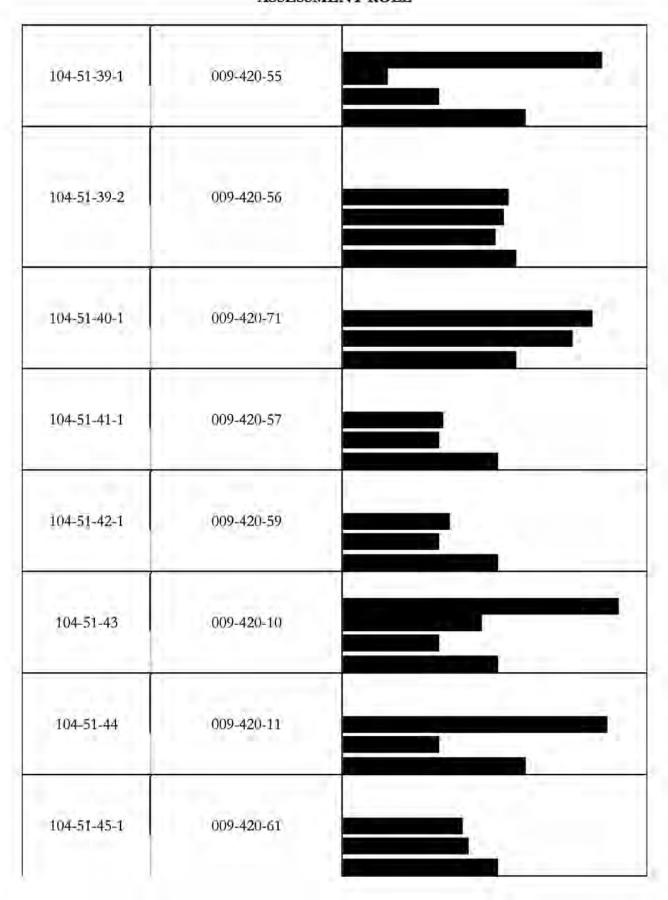


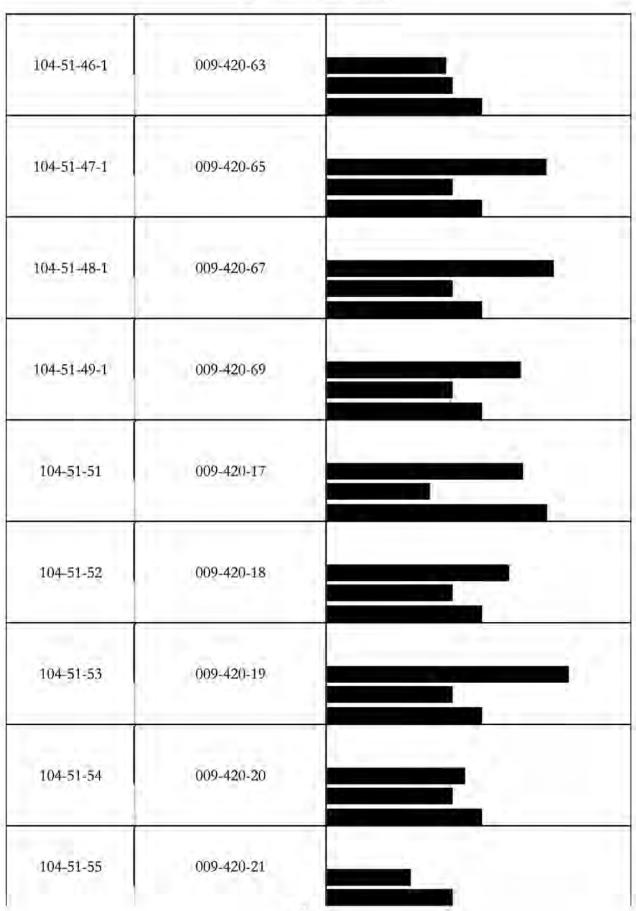
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104-51-28	009-412-15	
104-51-30	009-412-17	
104-51-31	009-412-18	
104-51-32	009-412-19	
104-51-33	009-400-03	
104-51-34-1	009-420-45	
104-51-34-2	009-420-46	
104-51-35-1	009-420-47	



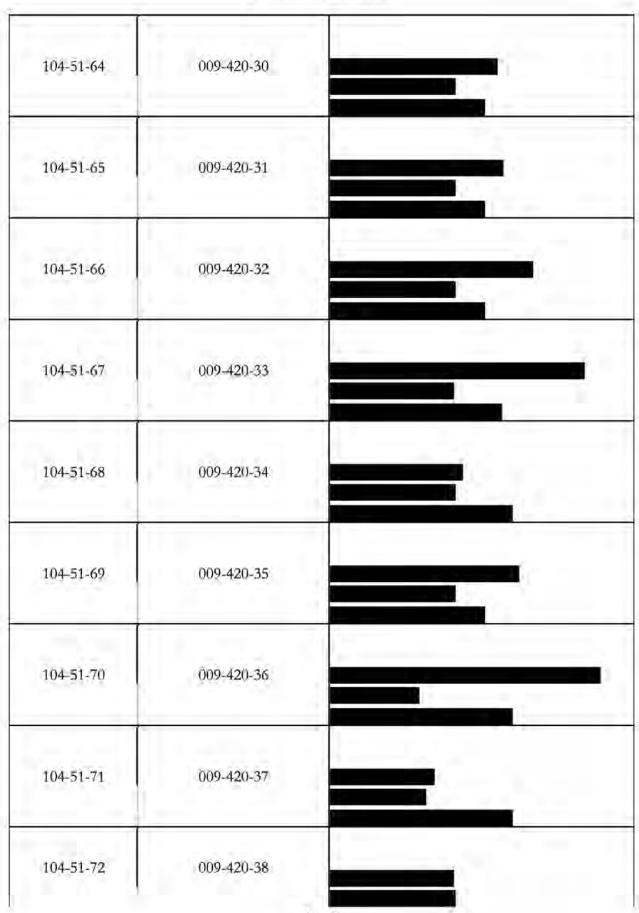
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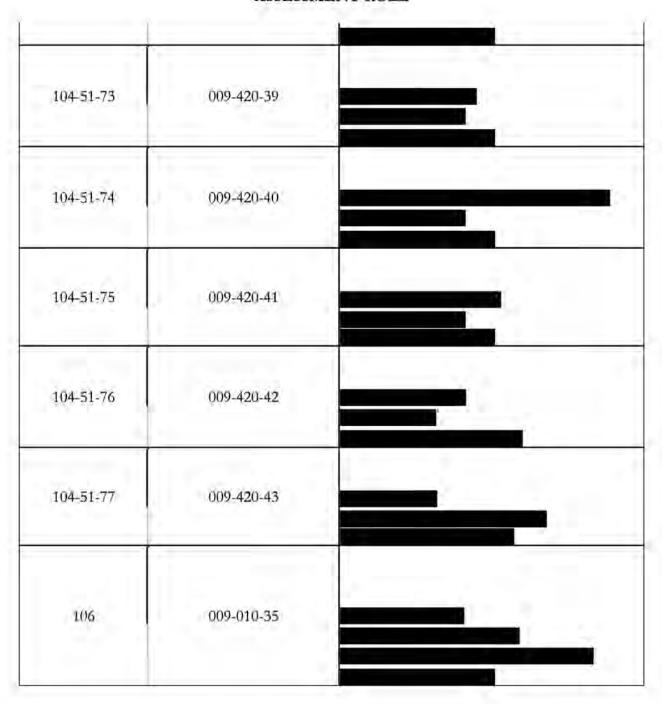


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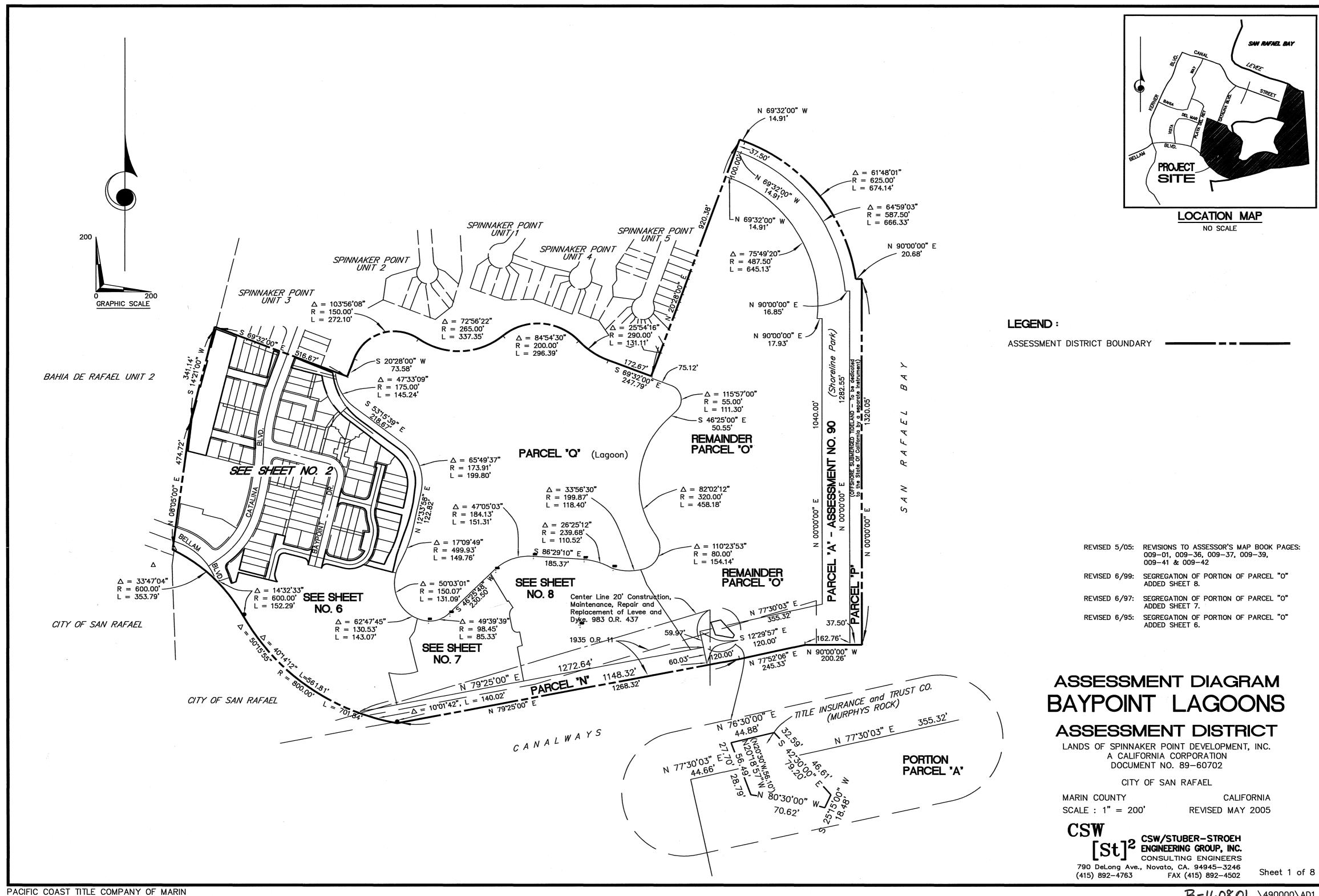
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104-51-56	009-420-22	
104-51-57	009-420-23	
104-51-58	009-420-24	
104-51-59	009-420-25	
104-51-60	009-420-26	
104-51-61	009-420-27	
104-51-62	009-420-28	
104-51-63	009-420-29	

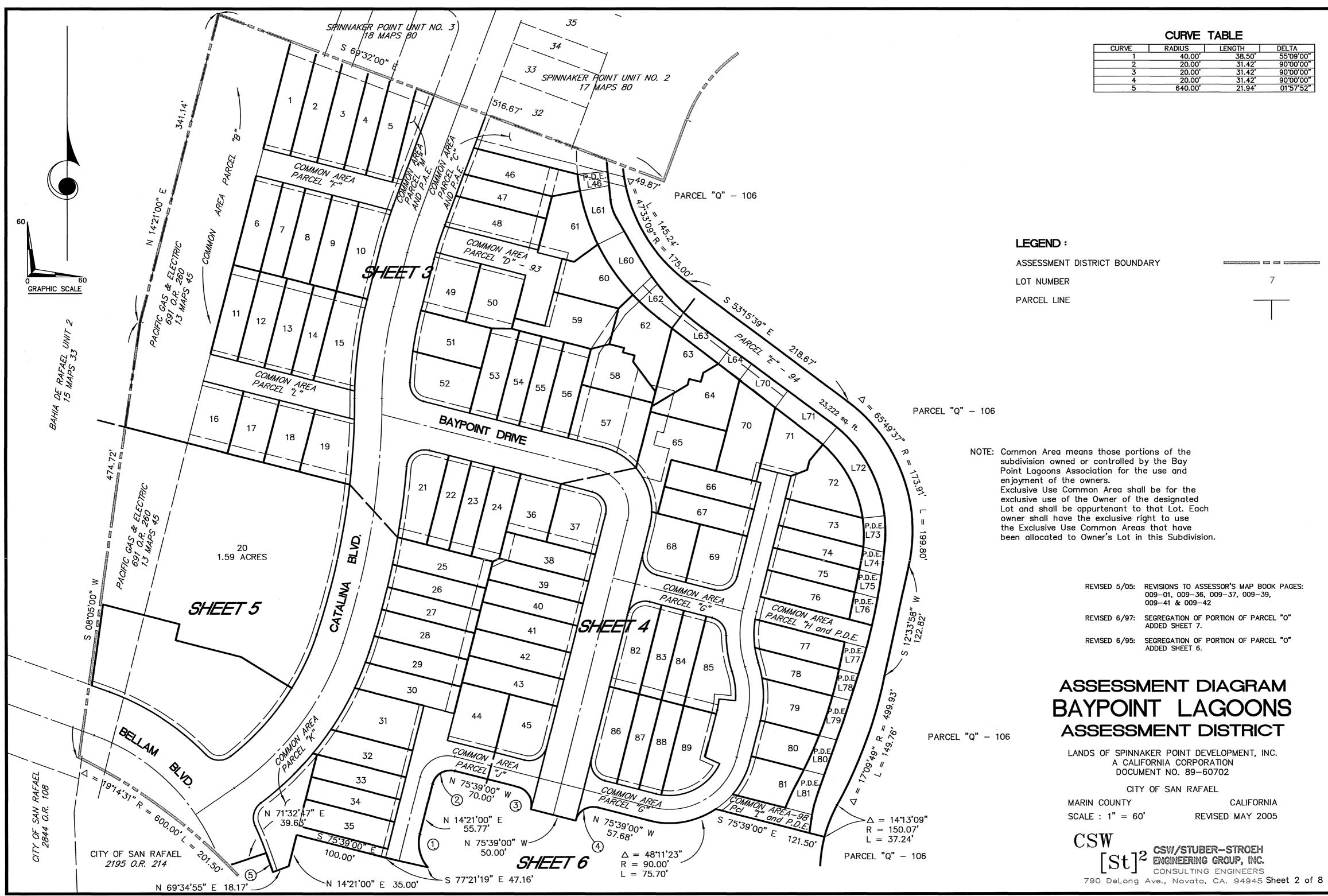


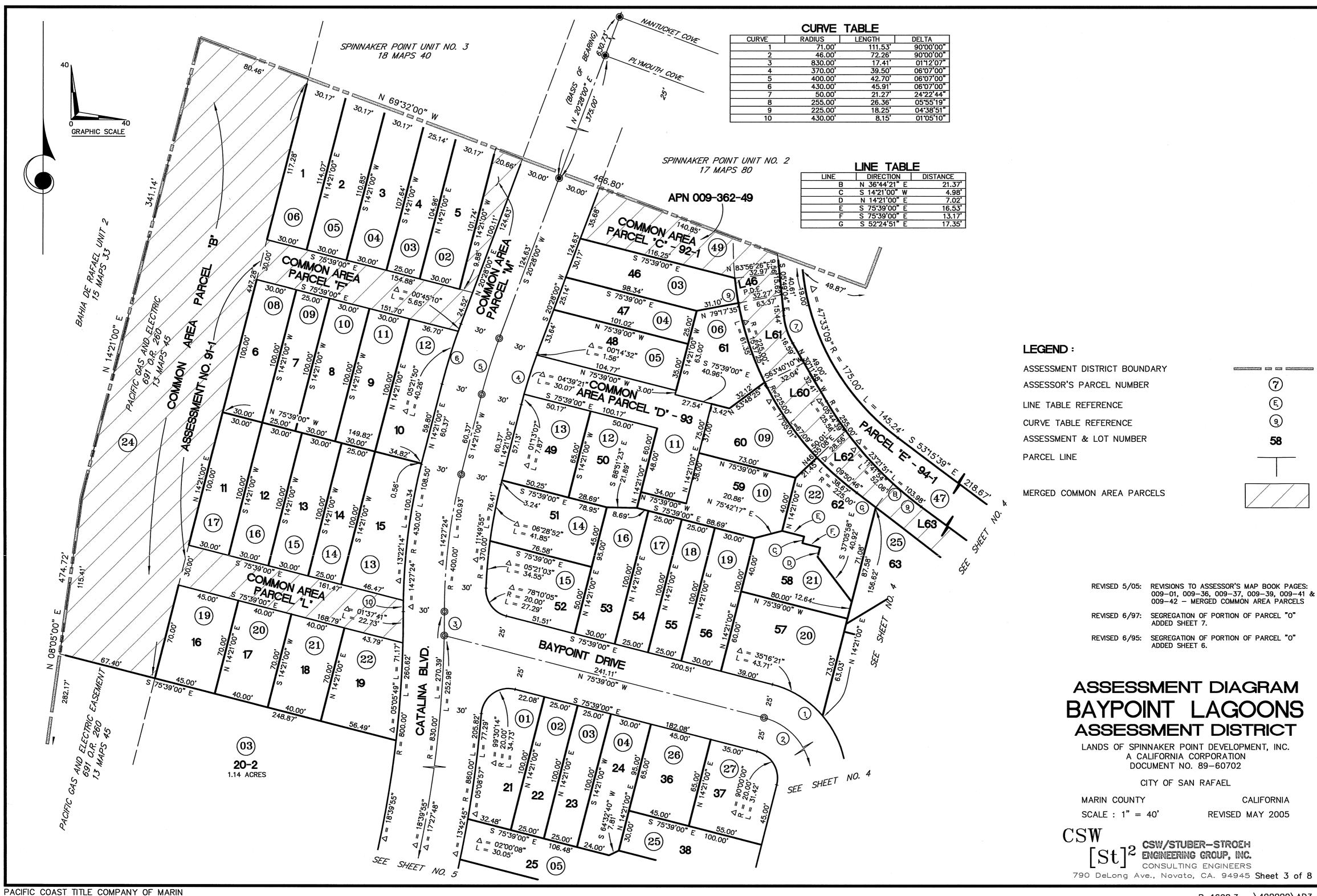
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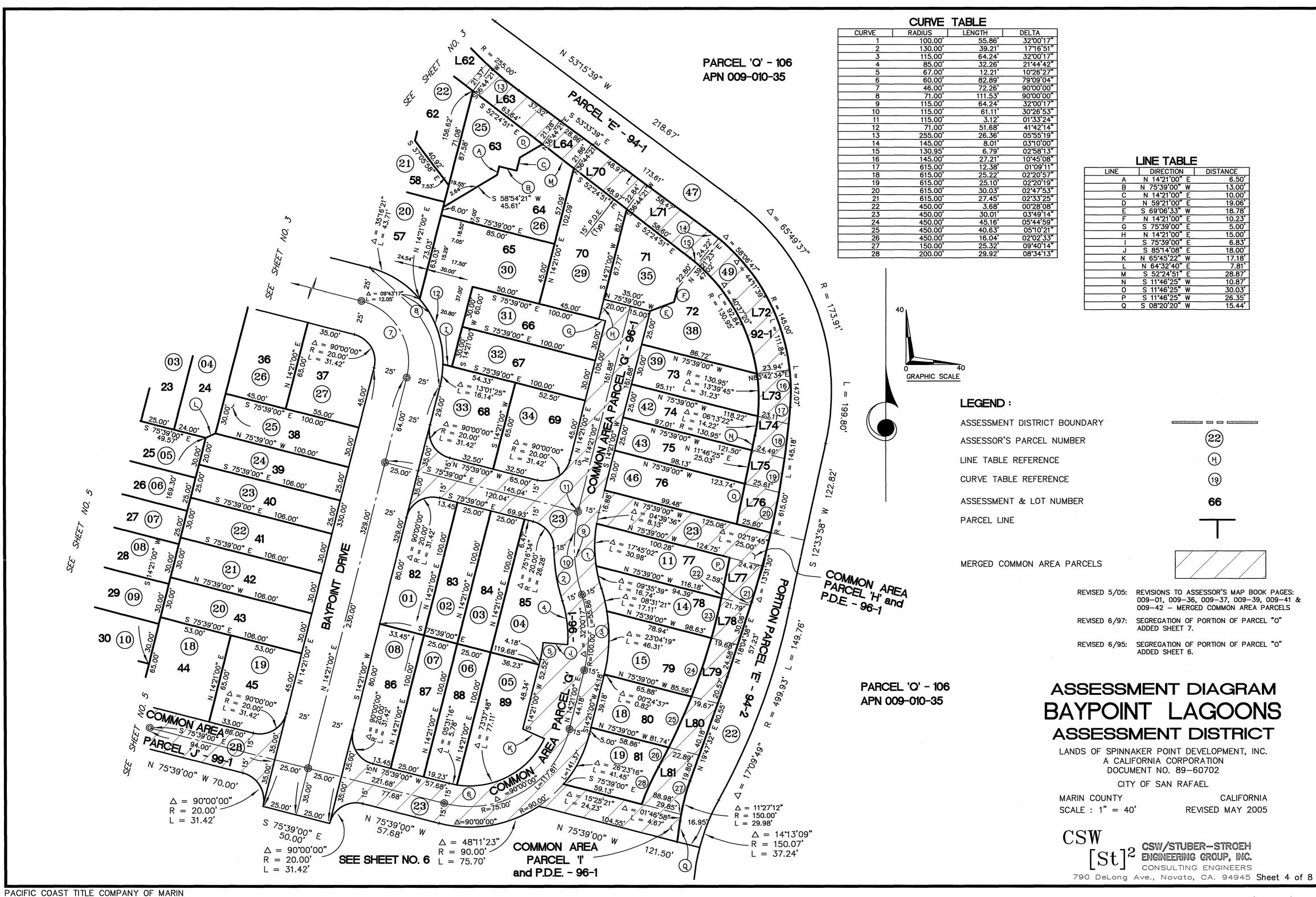
For Assessment District diagram see sheets 1 through 8 which follow.



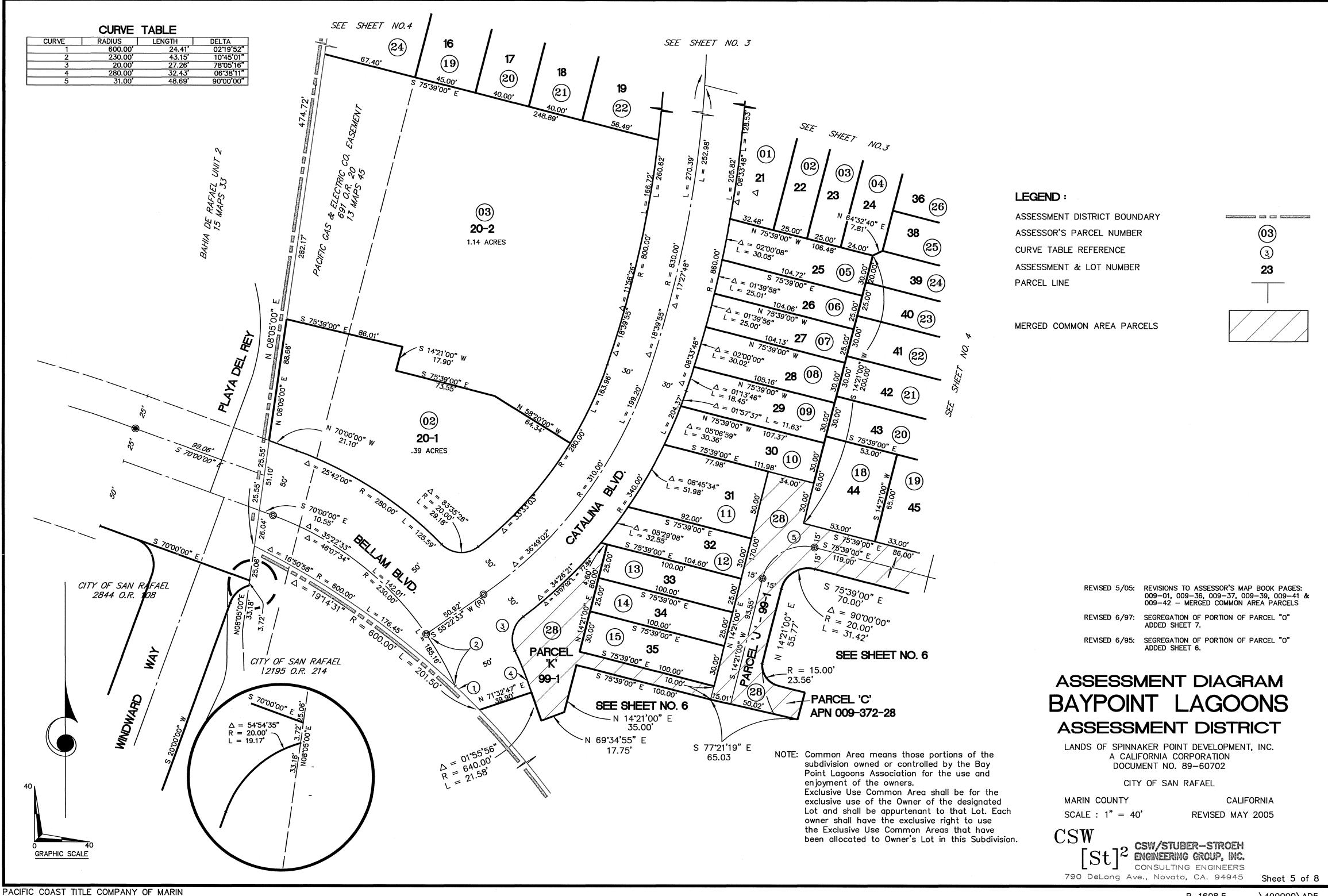




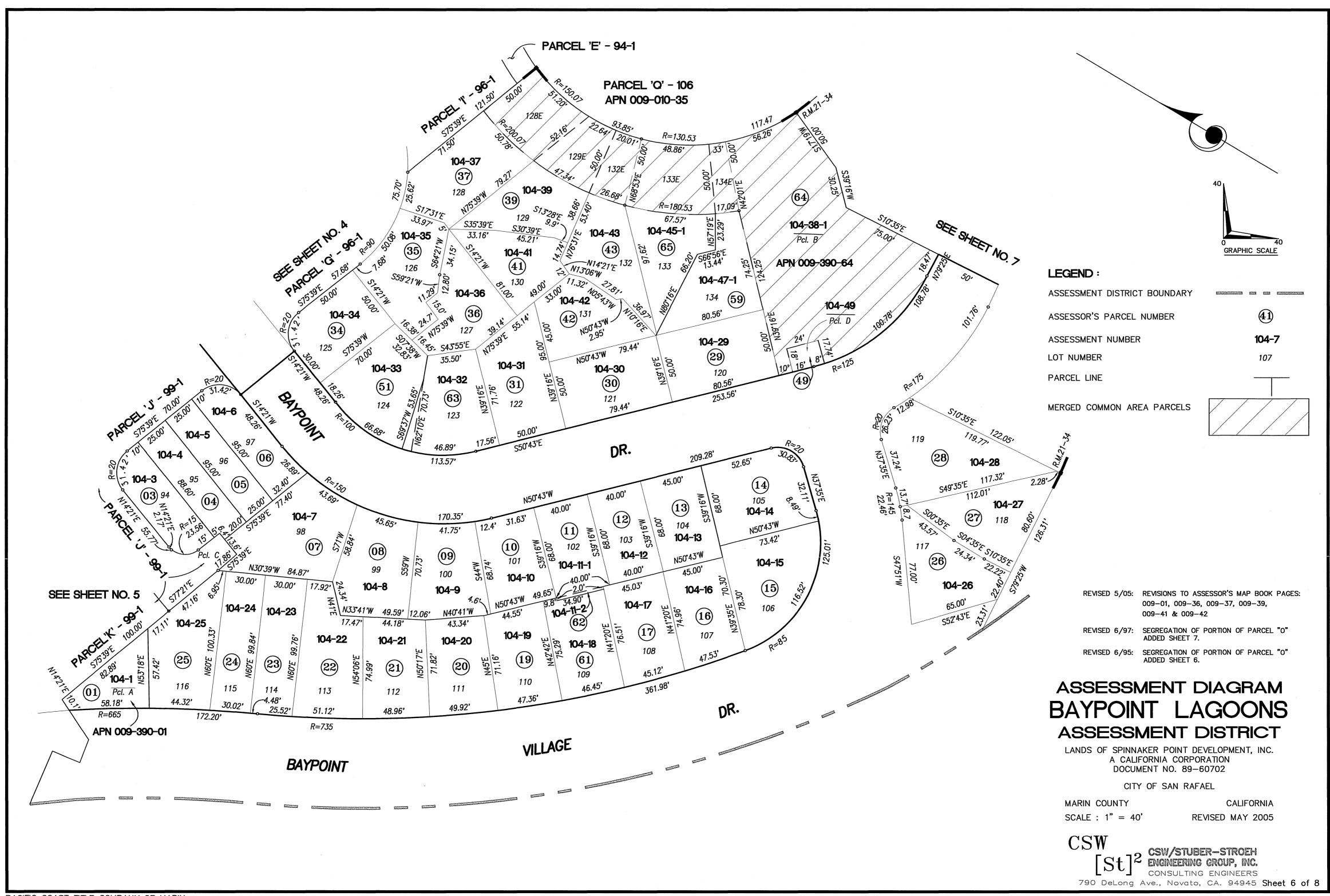
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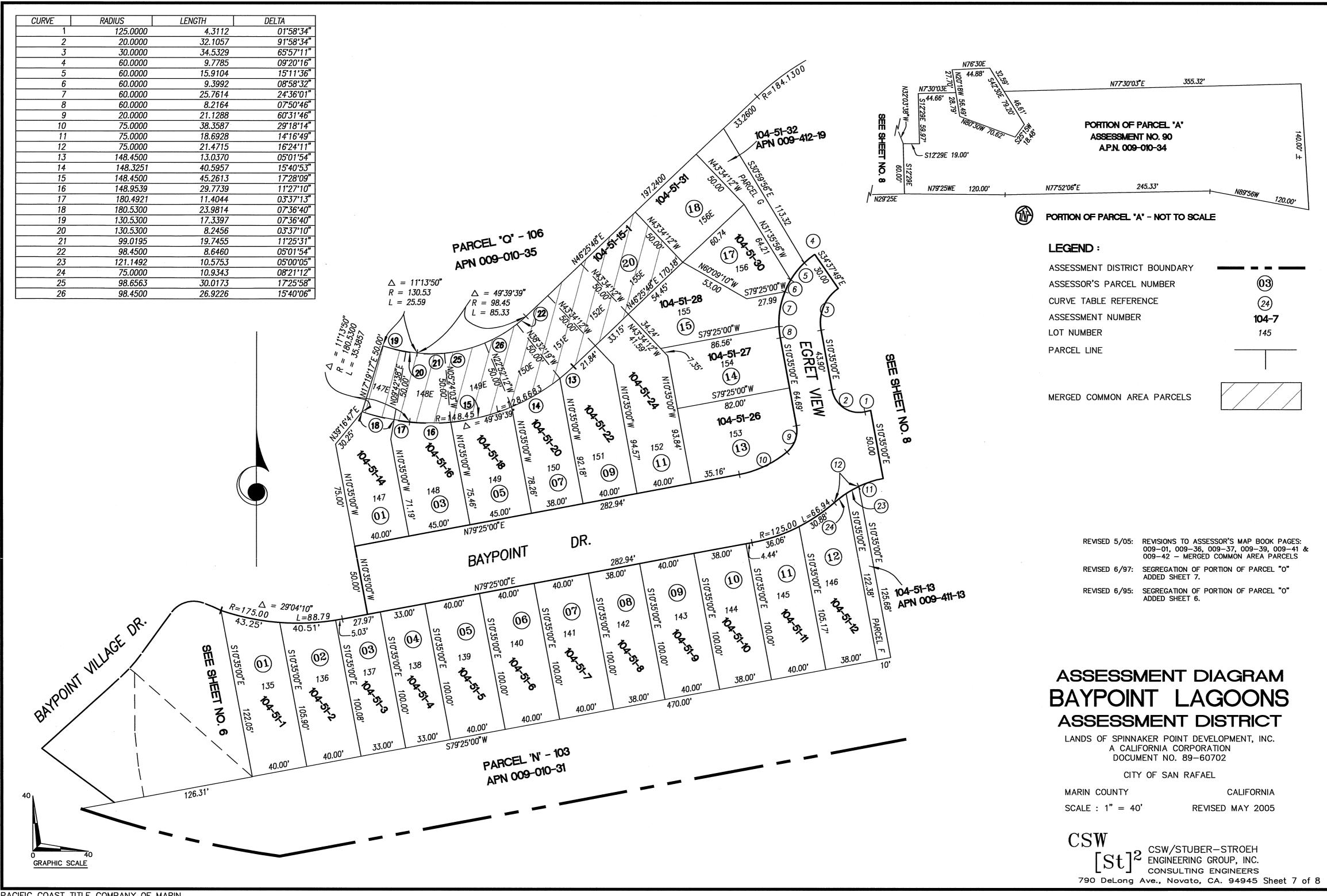


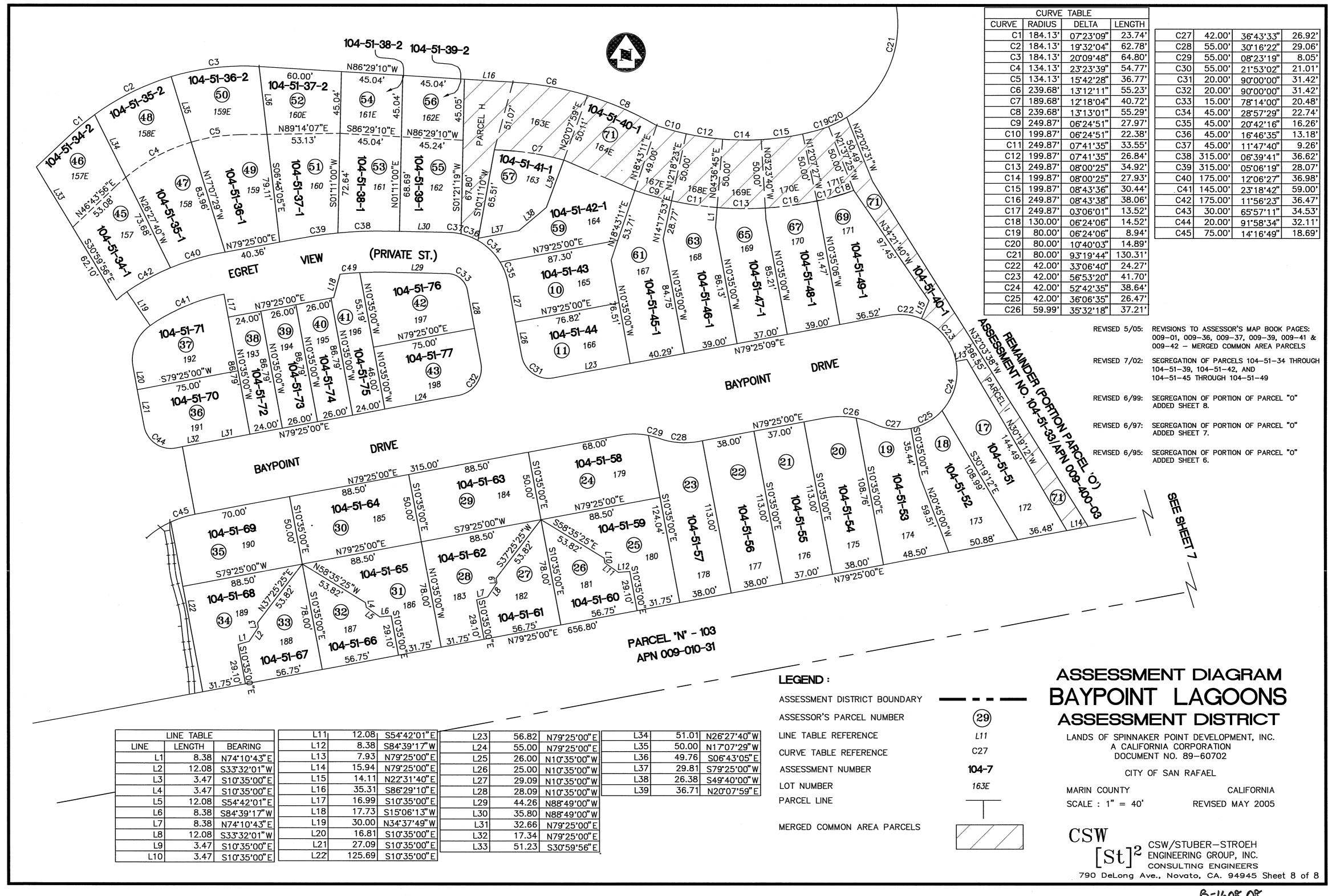
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B-1608.5









Agenda Item No: 4.k

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: April Miller, Director of Public Works City Manager Approval:

Jonathan Schellin, Deputy Director of Public

Works

TOPIC: POINT SAN PEDRO ROAD MEDIAN LANDSCAPING ASSESSMENT

DISTRICT

SUBJECT: POINT SAN PEDRO ROAD MEDIAN LANDSCAPING ASSESSMENT

DISTRICT ANNUAL ASSESSMENT FY 2024-25

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Adopt a resolution directing the filing of the Engineer's FY 2024-25 Annual Report.

- 2. Adopt a resolution approving the Engineer's FY 2024-25 Annual Report.
- 3. Adopt a resolution of intention to order improvements and set a public hearing on the annual assessment for the City Council meeting of July 15, 2024.

BACKGROUND:

To comply with provisions of the <u>Landscaping and Lighting Act of 1972</u>, which governs this assessment district, the City Council must approve an Engineer's report for the Point San Pedro Median Landscaping Assessment District ("District") annually. Assessments to be collected by the District will be allocated and levied annually after a public hearing to be held this year on July 15, 2024.

In 2011, the Point San Pedro Road Median Landscaping District was formed to generate revenue to reconstruct, repair, and maintain the 29 median islands along Point San Pedro Road, from Union Street to Biscayne Drive. While the medians are located within the San Rafael City limits, pockets of unincorporated County of Marin regions are served by Point San Pedro Road. Therefore, the City and the County are vested in and responsible for the medians. The original medians were constructed half a century ago, but over time, their infrastructure decayed to the point of needing replacement. Moreover, due to significant staffing and budgetary cutbacks, landscaping maintenance for the medians before the formation of the assessment District had been reduced to vegetation trimming to control overgrowth. Over time, existing plants and irrigation infrastructure had deteriorated significantly so that little of the original landscaping remained, besides some of the trees and vegetation that survived with little water.

F	ΩR	CITY	CI	FRK	ON	ΙY

Council Meeting:

Disposition:

As a result, a group of property owners near Point San Pedro Road (both within the City limits of the City of San Rafael and in the immediate contiguous unincorporated area of the County of Marin) organized an effort to form an assessment District to fund the capital costs associated with reconstruction and restoration of the landscaping within the Point San Pedro Road medians, as well as the ongoing maintenance and operation of those improvements. As a part of the formation of the assessment District, the City of San Rafael and unincorporated portions of the County of Marin entered a Memorandum of Understanding (MOU) in which the City of San Rafael was designated as the lead agency for managing the assessment District.

Since the formation of the District, the City has worked closely with several community members on the Point San Pedro Road Coalition's Roadway Committee, who have assisted not only in recommendations and oversight of the medians but have also served as key community liaisons between the City and the residents within the assessment District. These community members have served as the "citizen's oversight" committee for the District. Department of Public Works (DPW) staff routinely meet with these representatives, provide updates on the maintenance of the medians, and take in feedback from the residents in the area. DPW staff also work closely with those community members on key decisions on financial planning for the assessment District.

The annual assessment has two components:

1. Capital debt service assessment

This amount is to finance the debt service associated with the large capital costs of reconstructing the medians in 2014. The total project cost was \$1,703,245, including design and construction management expenditures. The total amount bonded for the capital portion of the District was \$1,750,000.

The total annual debt service payment for the assessment District is outlined in the 20-year debt service schedule in the Annual Engineer's Report. The annual collection for debt service is \$160,181. When the District was formed, residents were allowed to prepay the capital portion of the assessment, and some chose this option.

2. Operations and maintenance assessment

This portion of the assessment is intended to fund the annual operations and maintenance portion of the assessment District. Operations and maintenance costs include:

- Monthly contractual maintenance for all 29 medians
- Landscaping repairs and plant replacement
- Staff time to coordinate and manage contract services as well as minor repairs
- Irrigation system maintenance and repairs
- Utilities (water and electricity)
- Financial services for the administration of the assessment District (Engineer's report)
- Annual fee charged by County of Marin Assessors' Office for collection of assessments

Total operation and maintenance costs for FY 2024-25 are projected to be \$155,286.

ANALYSIS

From FY 2013-14 to FY 2017-18, the total annual assessment remained flat at \$79.48. While the assessment stayed flat, the revenue generated did not keep up with the actual operations and maintenance costs for the 29 medians. The revenue generated under the \$79.48 assessment for operation and maintenance costs was \$82,814, while the actual operational cost was closer to \$110,150. Year after year, the difference was made up by the steady use of a modest Operation and Maintenance Fund balance. Though there was the ability to increase the total assessment by 3% each year, the City did not elect to bring forward an increase in prior years due to input from the citizen's oversight committee ("committee"). The City and committee agreed to first understand the issues and full costs associated with maintaining the relatively new medians to a standard that meets the community's expectations before pursuing an increase in the assessment.

In recent years, the City and the committee have made considerable progress in resolving community concerns about the maintenance expectations of the medians. Since FY 2018-19, the City and committee have agreed to raise the assessment annually up to the maximum allowable rate to bring the revenues generated from the annual assessment closer to the actual annual maintenance costs for the 29 medians.

The District has two funds: An Operation and Maintenance Reserve Fund and a Capital & Debt Service Reserve Fund. The estimated Year End Fund balances are as follows:

Fund	6-30-24 Fund Balance (Projected)
Operation and Maintenance Reserve Fund #234	\$189,610
Capital & Debt Service Reserve Fund #714	\$278,926

The fund balance in the Operations and Maintenance Reserve Fund #234 may be used for regular maintenance activities and broader improvements. The Capital and Debt Service Reserve Fund #714 is restricted for capital improvements related to the initial reconstruction of the medians.

While the District has reduced the gap between the revenue generated and expenses, a shortfall remains. Per the District formation documents, annual assessments can be increased up to 3% or the value of the Consumer Price Index (CPI), whichever is greater. The CPI as of February 2024 was 2.7% for the San Francisco-Oakland-Hayward region, which San Rafael uses to calculate inflation. Therefore, the City and committee recommend a rate increase of 3% for FY 2024-25, resulting in an assessment of \$115.98 per parcel per year (see chart below). This increase in revenue will offset the increased costs for maintenance and utilities (mostly water and electricity) for the District.

The assessment proposed for FY 2024-25 is the maximum allowable rate of \$115.98. The assessment District does not need to return to the voters of the assessment District for approval of the increase per Proposition 218, as the increase is within the amount allowed for in the formation documents.

The FY 2024-25 assessment is composed of:

Debt Service Assessment (Not Prepaid)**	\$58.70 per EBU*
Non-Bonded Assessment (annual	\$57.28 per EBU*
Operation and Maintenance costs)	
Total FY 2023-24 Assessment	\$115.98 per EBU*

*EBU = Equivalent Benefit Unit method of assessment apportionment establishes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of the basic unit. Details for how the EBU applies to other land uses, such as apartments and businesses, are outlined in the Engineer's Report.

A four-year history of assessments is as follows:

	FY 2020-21	FY 2021- 22	FY 2022- 23	FY 2023-24	FY 2024-25
Total Assessment	\$99.79	\$102.78	\$108.12	\$114.30	\$115.98
% Increase over prior year for O&M	3%	3%	5.2%	5.7%	3%
Operations & Maintenance Revenue Generated*	\$138,613	\$150,107	\$164,514	\$173,897	\$179,151

The total proposed increase per parcel per year over last year's rate is \$1.68. The revenue generated from this increase will be used to support the operation and maintenance costs of the District.

Operations and Maintenance Budget FY 2024-25

Monthly contractual maintenance		\$83,786
Landscaping Rehabilitation/Repair		\$11,500
Irrigation repairs		\$11,500
Utilities (Water + Electricity)		\$35,000
City Staff Time		\$4,500
County Fee	<u>_</u>	\$9,000
	Total	\$155,286

This table and others can be found in the attached Engineer's report. All Point San Pedro Road Median Landscaping Assessment District fees collected are legally restricted for use on the Point San Pedro medians and cannot be used for any other purpose.

FISCAL IMPACT: All operation and maintenance reserve fund revenues and expenses are contained within the Point San Pedro Road Median Assessment District Fund #234. The Point

^{**} When the assessment District was first established, property owners were allowed to make a pre-payment for the improvement cost. Parcels that have prepaid or paid off their full assessment lien (bonded obligation) are no longer levied for the Debt Service Assessment but will continue to pay their proportionate share of the Non-Bonded Operation and Maintenance Assessment.

San Pedro Road Median Assessment District Fund #714 contains all debt service revenues and expenses.

The Public Works Department incurs General Fund staff costs for personnel who execute and manage the landscaping maintenance contract. Staff costs are also associated with the budgetary and financial management of the assessment District and coordination for preparing the annual Engineer's report. Per the MOU from 2011, the City deducts the public benefit payment it owes the District each year from these expenses it charges to the District. The County makes an annual financial payment to the assessment District as its contribution to the cross-jurisdictional district. For FY 2024-25, the County payment will be \$9,537 and will be deposited into the District's Operations and Maintenance fund.

COMMUNITY OUTREACH: The City continues to work closely with several community representatives of the Point San Pedro Road Coalition Roadway Committee who have served as the Citizen's Oversight Committee for the District.

The committee is in frequent and direct communication with the Public Works Department Parks Supervisor, who manages the median's landscaping contractor. The committee has been a great partner to the City, serving as the liaison to the community in relaying concerns and reporting issues when they arise, as community members are often the first eyes on issues with the medians. The committee also receives a weekly report from the maintenance contractor of work done on the medians and utilizes it to respond to inquiries from residents.

Each spring, the City meets with committee members to review the financials of the District and discuss various strategies to ensure that the District remains financially solvent over time.

After this meeting, the Committee members will post an annual note to the community via NextDoor and the <u>Pt. San Pedro Road Coalition website</u>, updating residents on the district's financial situation and maintenance priorities.

ENVIRONMENTAL ANALYSIS:

Landscaping and lighting district assessments are exempt from the California Environmental Quality Act (CEQA) under Guidelines Section 15378 (b) (4) because government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment are not considered a project.

OPTIONS:

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

- 1. Adopt the three resolutions as presented.
- 2. Provide direction to staff to modify any or all of the resolutions and return to the City Council with additional information.
- Do not adopt the resolutions. If the Council does not adopt these resolutions, a public hearing will not occur, and the City cannot levy the annual assessment on property owners within the District.

RECOMMENDED ACTION:

- Adopt a resolution directing the filing of the Engineer's FY 2024-25 Annual Report.
- 2. Adopt a resolution approving the Engineer's FY 2024-25 Annual Report.
- 3. Adopt a resolution of intention to order improvements and set a public hearing on the annual assessment for the City Council meeting of July 15, 2024.

ATTACHMENTS:

- 1. Resolution Directing Filing of Engineer's Annual report FY 2024-25
- 2. Resolution Approving Engineer's Annual Report FY 2024-25
- 3. Resolution of Intention to Order Improvements and Setting a Public Hearing on the Annual Assessment for the City Council meeting of July 15, 2024
- 4. Engineer's Annual Report FY 2024-25

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL DIRECTING FILING OF ENGINEER'S ANNUAL REPORT FY 2024-25

POINT SAN PEDRO ROAD MEDIAN LANDSCAPING ASSESSMENT DISTRICT (Pursuant to the Landscaping and Lighting Act of 1972)

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES that:

1. Joanna Kwok, City Engineer, is designated by this Council as the Engineer of Work for the Point San Pedro Road Median Landscaping Assessment District, City of San Rafael, Marin County, California, and is hereby directed to file with the City Clerk an annual report for fiscal year 2024-25 in accordance with the provisions of the Landscaping and Lighting Act of 1972.

2. This resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

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 Council of said City on the 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING ENGINEER'S ANNUAL REPORT FY 2024-25

POINT SAN PEDRO ROAD MEDIAN LANDSCAPING ASSESSMENT DISTRICT (Pursuant to the Landscaping and Lighting Act of 1972)

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES that:

1. Joanna Kwok, as designated Engineer of Work for Point San Pedro Road Median Landscaping Assessment District, has filed with the City Clerk an Engineer's Annual Report for fiscal year 2024-25 in accordance with the provisions of the Landscaping and Lighting Act of 1972.

2. The aforementioned Engineer's Annual Report, on file with the City Clerk, is approved as filed.

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 Council of said City on the 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

RESOLUTION NO.

SAN RAFAEL CITY COUNCIL RESOLUTION OF INTENTION TO ORDER IMPROVEMENTS AND SETTING A PUBLIC HEARING ON THE ANNUAL ASSESSMENT FOR THE CITY COUNCIL MEETING OF JULY 15th, 2024

POINT SAN PEDRO ROAD MEDIAN LANDSCAPING ASSESSMENT DISTRICT (Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, on June 20, 2011, the City Council of the City of San Rafael (the "City Council") adopted its resolution forming the Point San Pedro Road Median Landscaping Assessment District (the "District") and the levy and collection of assessments therein for the special benefits received by properties therein from the improvements related thereto.

WHEREAS, the improvements within the existing District are generally described as including, but not limited to, median islands along Point San Pedro Road, which are appurtenant thereto within and benefit properties within the District.

WHEREAS, pursuant to Government Code section 53753.5, a public agency that has complied with the notice, protest, and hearing requirements or is exempt from the procedures and approval process of section 53753 in establishing an assessment, need not follow those requirements in subsequent fiscal years where the assessment methodology is not changed to increase the assessment or the amount of the assessment proposed does not exceed an assessment formula or range of assessments adopted in accordance with Proposition 218 or section 53753.

WHEREAS, in accordance with this Council's resolution directing the filing of an Engineer's Annual Report, Joanna Kwok, Engineer of Work, has filed with the City Clerk the report required by Section 4 of Article XIII D of the California Constitution ("Proposition 218") and Article 4 of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act," and together with Proposition 218, collectively, the "Assessment Law"). All interested persons are referred to that Report for a full and detailed description of the improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District.

WHEREAS, the Engineer's Annual Report does not provide any increase in the assessment methodology or any formula or range of assessments which will increase the assessments, rather the assessment is proposed to increase based on the previously adopted methodology, and as such, under Government Code section 53753.5, the City need not further comply with the notice, protest and hearing requirements of section 53753.

NOW, THEREFORE, the City Council of the City of San Rafael, California

DOES HEREBY RESOLVE as follows:

- 1. The foregoing recitals are true and correct.
- 2. This action is exempt from the California Environmental Quality Act (CEQA) under Guidelines Section 15378 (b) (4), because government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment are not considered a project.

- 3. The public interest and convenience require and it is the intention of the City Council to levy and collect assessments within the District during the fiscal year 2024-25. The proposed assessment increases the assessment by \$1.68 from the previous fiscal year, from \$114.30 to \$115.98 per EBU (Equivalent Benefit Unit), which is the maximum allowable assessment amount for the fiscal year 2024-25.
- 4. The District shall provide for the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, medians which are appurtenant thereto, as well as the debt service associated with the 2014 capital improvements of the medians. Reference is made to the Engineer's Report on file in the office of the City Clerk for a more detailed description of the work to be done, the boundaries of the assessment district, the amount of the proposed assessments and the method of assessment.
- 5. On Monday, the 15th of July, 2024 at the hour of 6:00 o'clock P.M., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. Any and all persons shall be afforded the opportunity to hear and be heard and the City Council shall consider all oral statements and written protests made or filed by any interested person regarding the work proposed to be done or carried out, or why said assessments should not be levied in accordance with this resolution of intention. Written protests must be filed with the City Clerk prior to the conclusion of the public hearing. The hearing will be held live in person at the San Rafael City Council Chambers, City Hall, 1400 Fifth Avenue, San Rafael, California 94901.
- 6. The City Clerk is authorized and directed to give the notice of hearing by publishing a copy of this resolution once in the <u>Marin Independent Journal</u>, publication to be completed not less than ten (10) days before July 15, 2024.

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 Council of said City on the 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

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ENGINEER'S ANNUAL REPORT

FOR

POINT SAN PEDRO MEDIAN ASSESSMENT DISTRICT

2024-2025

FOR THE CITY OF SAN RAFAEL CALIFORNIA

CITY COUNCIL MEETING

JUNE 17, 2024
First Meeting

JULY 15, 2024 Second Meeting

Prepared By: City of San Rafael

ENGINEER'S ANNUAL REPORT 2024-2025

POINT SAN PEDRO MEDIAN ASSESSMENT DISTRICT CITY OF SAN RAFAEL, MARIN COUNTY, CALIFORNIA (Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully subm	its the enclosed annual report as directed by the City Council.
DATED:, 2024.	
	CITY OF SAN RAFAEL Joanna Kwok, City of San Rafael, City Engineer
	By
	aclosed Engineer's Annual Report, together with Assessment and ched, was filed with me on the day of
	LINDSAY LARA, City Clerk, City of San Rafael, Marin County, California
	By
Assessment Diagram thereto attac	nclosed Engineer's Annual Report, together with Assessment and hed, was approved on, 2024 and confirmed by the fael, Marin County, California, on the day
	LINDSAY LARA, City Clerk, City of San Rafael, Marin County, California
	Ву
	nclosed Engineer's Annual Report, together with Assessment and ned, was filed with the County Auditor of the County of Marin on of, 2024.
	LINDSAY LARA, City Clerk, City of San Rafael, Marin County, California
	By

ENGINEER'S ANNUAL REPORT 2024-2025

POINT SAN PEDRO MEDIAN ASSESSMENT DISTRICT CITY OF SAN RAFAEL, MARIN COUNTY, CALIFORNIA (Pursuant to the Landscaping and Lighting Act of 1972)

The City of San Rafael has prepared this Annual Report to provide the Annual Engineer's Report	t for
the Point San Pedro Median Assessment District (PSPMAD) in, 2024. The p	rior
Engineers of Work, Wildan Financial Services (Wildan), had provided the formation report	for
PSPMAD and previous Annual Reports since PSPMAD's formation in 2011 and CSW/Stuber-Str	:oeh
Engineering Group, Inc. As the Engineer of work for PSPMAD, San Rafael, Marin Cou	ınty,
California, the City is submitting this annual report, as directed by the City Council, by its Resolu	tion
No, adopted, 2024.	

The prior Engineer of Work, Wildan, prepared detailed annual reports from the 2011-2012 year through 2018-2019 year. We have included the 2018-2019 report as an appendix and included in this report to maintain continuity for year-to-year annual reports. The improvements which are the subject of this report are briefly described as follows:

The original landscaping for the twenty-nine (29) median islands along Point San Pedro Road and Third Street (hereafter, referred to collectively as the "Pt. San Pedro Road Medians" or "Medians") were installed in connection with and for the benefit of the surrounding developments and properties that are directly adjacent to Point San Pedro Road and Third Street and/or serve as the primary access streets to those developments and properties. Pt. San Pedro Road traverses both within the City limits of the City of San Rafael and in the immediate contiguous unincorporated area of the County of Marin. No local funding source was established to ensure the ongoing maintenance of those improvements. Ultimately, without a direct source of revenue pledged for repair, reconstruction and maintenance of the landscaping within these medians, it was necessary for both the County and City to limit the servicing of what landscaping remained to occasional trimming to control over-growth and the landscaping fell into disrepair. The District was formed in 2011 to address the deteriorating condition and improve the medians.

This report consists of six parts and four appendices, as follows:

PART A – Introduction, purpose, current status and improvement Plans (POINT SAN PEDRO ROAD LANDSCAPING PLANS, consisting of 19 sheets of directional plans describing the planting to be done in the median islands along Third Street and Point San Pedro Road) for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference. A reduced version is included with Appendix A, 2022-2023 Annual Engineers Report

PART B - An Amended Estimated Cost of the Assessment District.

PART C - Assessment Roll - An assessment of the estimated cost of the improvement on each benefited parcel of land within the assessment district.

PART D - Method of Apportionment of Assessment and Annual Maximum Increases allowed by the District - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

PART E - List of Property Owners - A list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk. The list is keyed to Exhibit "C" by assessment number.

PART F - Assessment Diagram - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part "C" by assessment number.

APPENDIX A 2018-2019 Wildan Engineer's Report

APPENDIX B Annual Calculations of Allowable Assessment Increase

APPENDIX C-1 Assessor's Parcel Maps of Merged Parcels

APPENDIX C-2 Assessor's Parcel Maps of Village at Loch Lomond Marina, a re-subdivision of Assessment Numbers 545, 546, 547, 548, 549 and 2626.

APPENDIX D Assessment Diagram

Respectfully submitted,

City of San Rafael	
By	
Joanna Kwok, City of San Rafael, City Engineer	

INTRODUCTION

Due in part to a severe drought in 1976, and the subsequent deterioration of the irrigation system, the landscape improvements within the median islands along Point San Pedro Road and Third Street east of Union Street significantly declined to a point that very little of the original landscaping remained other than some of the trees and vegetation that were able to survive with little water. Although the original landscaping for the twenty-nine (29) median islands along Point San Pedro Road and Third Street (hereafter, referred to collectively as the "Pt. San Pedro Road Medians" or "Medians") were installed in connection with and for the benefit of the surrounding developments and properties that are directly adjacent to Point San Pedro Road and Third Street and/or serve as the primary access streets to those developments and properties, no local funding source was established to ensure the ongoing maintenance of those improvements. Ultimately, without a direct source of revenue pledged for repair, reconstruction and maintenance of the landscaping within these Medians (located, both within the City limits of the City of San Rafael and in the immediate contiguous unincorporated area of the County of Marin), it was necessary for both the County and City to limit the servicing of what landscaping remained to occasional trimming to control over-growth.

PURPOSE

As a result many property owners in close proximity to Point San Pedro Road both within the City limits of the City of San Rafael and in the immediate contiguous unincorporated area of the County of Marin, organized an effort to facilitate the formation of an assessment district in the area to fund the capital costs associated with construction and restoration of the landscaping within the Pt. San Pedro Road Medians, as well as the ongoing maintenance and operation of those improvements. Because these Medians and the properties that derive a direct and special benefit from those improvements (properties immediately adjacent to and/or directly access the streets where the medians are located), encompasses an area (territory) that includes properties and improvement areas within both the City of San Rafael and unincorporated portions of the County of Marin, in order to establish such an assessment district the two agencies entered into a Memorandum of Understanding (MOU) concerning the formation of an assessment district for the purpose of funding in whole or in part through annual assessments, the capital costs and ongoing maintenance and operation of the landscaping within the Pt. San Pedro Road Medians. Pursuant to the MOU between the City of San Rafael (hereafter, referred to as the "City") and the County of Marin (hereafter, referred to as the "County"), adopted by both the County Board of Supervisors and by the City Council, the City was designated as the lead agency with the City Council being the legislative body for the proposed assessment district.

Ultimately in 2011, the City Council initiated proceedings and declared their intention to establish a special benefit assessment district pursuant to the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code commencing with §22500 (hereafter referred to as the "1972 Act"), and as applicable for the issuance of related bonds, pursuant to the Improvement Bond Act of 1915 Part 1 of Division 10 of the California Streets and Highways Code commencing with §8500 (hereafter referred to as the "1915 Act"), said district to be designated as the:

Pt. San Pedro Road Median Landscaping Assessment District

(hereafter referred to as "District"), for the purpose of providing a revenue source to fund the annual debt service obligation for bonds issued to finance the construction, installation, enhancement, renovation and rehabilitation of the landscaping and related facilities; as well as the annual costs and expenses for the ongoing operation, maintenance, and servicing of those improvements including administration and other incidental expenses.

In accordance with the 1972 Act and the requirements of the California Constitution, Article XIIID (hereafter referred to as the "Constitution"), the City Council called for an Engineer's Report to be prepared regarding the formation of the District and proposed assessments. As part of this District formation, in accordance with the Constitution Article XIIID Section 4 and the provisions of Government Code, Section 53753, the City conducted a property owner protest ballot proceeding for the proposed District special benefit assessments. In conjunction with this ballot proceeding, a noticed public hearing was held on June 20, 2011 to consider public testimonies, comments and written protests regarding the formation of the District and the levy of assessments. Upon conclusion of the public hearing, protest ballots received were opened and tabulated to determine whether majority protest existed (with ballots weighted based on proportional assessment amounts), and on June 22, 2011 the City Council confirmed the results of that ballot tabulation, with approximately 61.4% of the weighted ballots being in favor of the assessments and 38.61% being opposed. Finding that majority protest did not exist, the City Council approved and adopted the formation of the District and ordered the levy and collection of assessments for fiscal year 2011/2012 (first year's annual assessments).

The assessment rate, method of apportionment and assessments including the assessment range formula established in the Engineer's Report at the time of formation of the District and as described herein, became effective commencing in Fiscal Year 2011/2012 and may be levied annually pursuant to the provisions of the 1972 Act and as applicable to the provisions of the 1915 Act. The annual assessments each fiscal year shall be based on the estimated revenues needed to support the annual debt service obligation for bonds or other financing issued to fund the construction, installation, enhancement, renovation and rehabilitation of the landscaping and related facilities; as well as the annual costs and expenses for the ongoing operation, maintenance, and servicing of those improvements including administration and other incidental expenses as authorized pursuant to the 1972 Act and the 1915 Act.

This Engineer's Annual Report (hereafter referred to as "Report") has been prepared in connection with the annual levy and collection of assessments of said District to be collected on the County Tax Rolls for each fiscal year, pursuant to Chapter 3, beginning with §22,620 of the 1972 Act. The District includes all lots and parcels of land within a defined boundary as shown on the District Diagram included in this Report as Part IV and further identified by the Marin County Assessor's Office Assessor's Parcel Numbers (parcels), a listing of which along with the annual assessment amount for each is contained in Appendix C in this Report.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Marin County Assessor's Office. The Marin County Auditor/Controller uses Assessor's Parcel Numbers and a specific Fund Number to identify properties to be assessed on the tax roll for the special benefit assessments described herein.

This Report describes the District and identifies the improvements, including any proposed substantial changes to such improvements to be provided, the estimated expenditures, and the resulting special benefit assessments to be levied and collected on the County tax rolls for the fiscal year. The total District annual assessment presented herein is based on an estimated budget that reflects the revenues

required to fund, in whole or in part, the capital costs associated with construction and restoration of the landscaping within the Pt. San Pedro Road Medians, as well as the ongoing maintenance and operation of those improvements. While the proposed total annual assessment for each property will be comprised of two components, one for debt service on Bonds or other financing issued for the initial capital construction costs and the second for the annual operation and maintenance of the improvements, all annual assessment revenues, including those budgeted for operation and maintenance, shall be pledged first to the repayment of the capital improvement costs (debt service on bonds or other financing) with the remaining annual assessment revenues (not applied to debt service and associated administrative expenses) being applied to maintenance and authorized incidental expenses.

Each fiscal year, an Engineer's Report shall be prepared and presented to the City Council describing the District, any changes to the District or improvements, the proposed budget and assessments for that fiscal year, and the City Council shall hold a noticed public hearing regarding these matters prior to approving and adopting the annual levy of assessments. At the conclusion of the public hearing the City Council may, by resolution, adopt this Report (as submitted or amended) including the assessment diagram; any changes to the improvements to be made, and order the levy and collection of the assessments as described herein. In such case, the assessments (as provided herein or as amended) shall be submitted to the County Auditor/Controller for inclusion on the property tax roll for each fiscal year.

ACTIVITIES FOR PRIOR FISCAL YEARS

Consult the respective year's Engineer Reports for details.

ACTIVITIES FOR FISCAL YEAR 2023-2024

The Gardener's Guild continues to maintain the medians under the supervision of the Department of Public Works (DPW). City Staff also continues to maintain the irrigation system. The drip type system requires continual maintenance and the City Staff has taken this on as the staff is available for the small repairs necessary on shorter notice. In addition, City maintenance of the irrigation allows the City to more closely monitor their water use required to keep the planting healthy. The City started to document staff time mid-way through the 2023-2024 fiscal year, and has included a partial year of staff time in the District expenses. The City is developing a new process for tracking staff time with its asset management software, which should enable a more comprehensive and detailed tracking of time and material costs. The District should anticipate these costs to increase in future years as the City captures a full year of service.

The City also makes a bimonthly inspection and report on the work Gardener's Guild is performing to confirm that the work is being carried out in a satisfactory manner.

Gardener's Guild has been invoicing the City \$6,982.18 per month for their landscaping services. As provided in the District formation documents, the Engineer recommends that the annual assessment be increased to cover continued cost escalation for maintenance and utilities. The District formation documents allow an annual increase of up to 3% or the value of the Consumer Price Index, whichever is greater. The CPI as of February 2024, is 2.0%. The Engineer recommends a 3% increase for Operations and Maintenance (\$55.60 x 1.03 = \$57.28) and keeping the Debt Service payment consistent at \$5870, for a total annual levy of \$115.98.

GENERAL BENEFITS

For the original formation of the District the Engineer's Report included a discussion of General Benefits. As noted in the discussion the County and City derive general benefits equivalent to 10% of the overall benefits of the District. However, as also noted, such general benefits did not extend to the landscaping itself, only to the traffic safety provided by the physical presence of the medians and other physical median improvements intended for traffic safety. At the time of formation the median islands had all been constructed and had been in place for many years. The median islands were in reasonable repair considering their age and very little repair, replacement or rehabilitation was necessary.

Since the District is comprised of properties that lie within both the County and the City, a Memorandum of Understanding (MOU) was executed by the County and the City stating their mutual intention to form the District and the obligations of each jurisdiction. The MOU identified each jurisdiction's share of the General Benefit: County, 37% and the City, 63%. However, the County's share was specifically capped at \$25,000 initially and \$6,000 for future annual contributions. The formation Engineer's report showed the County and the City initially contributing \$16,835 and \$28,665 respectively.

The original formation Engineer's Report did not anticipate a large need for median island replacement, repair or rehabilitation. In order to meet their respective obligations for general benefits, a general understanding developed that the County and the City would contribute their administrative staff time or fees to the District as each jurisdiction's General Benefit contribution. While this was not explicitly stated in the original or subsequent annual Engineer's Reports it was implied and confirmed by previous City and County staff. This was also made clear in the "Estimated Annual Operation & Maintenance Costs" table in each year's Engineer's report: the City Contribution for Annual Administration was equal to Personnel & Staffing, Other Professional Fees, and Miscellaneous Administration Expenses. In the same section, the County Contribution for Annual Administration was equal to the County Collection Fee. Based on these figures, the understanding is that the City has accounted for the staff time necessary to administer the District and the County would waive the normal administrative assessment fees charged to assessment districts, limited by the 37% or \$6,000 cap (adjusted for the CPI).

PLANS

The Plans showing the improvements to the medians are included in Appendix A.

PART B ESTIMATE OF COSTS

Estimated Annual Operation and Maintenance Costs (Non-Bonded) Fiscal Year 2023-2024

2023-2024 ASSESSMENT YEAR Projected Available Funds on July 1, 2023 (2023-2024 Engineer's Report) Adjustment to match final amount from City Records Actual Funds available on July 1, 2023 (City Finance Department)			\$ \$ \$	154,993 19,975 174,968
2023-2024 ASSESSMENT YEAR ACTIVITY Direct Actual Expenditures (As of 5/14/2024) County fee Assessor/Recorder's Fee Landscaping Services Utilities City Staff Time DIRECT ACTUAL EXPENDITURES	\$ \$ \$ \$ <u>\$</u> \$	6,771 90 76,804 21,188 3,600 108,453		
Remaining Estimated Expenditures (As of 5/14/2024) Landscaping Services Utilities Engineer's Report Consultation REMAINING ESTIMATED EXPENDITURES	\$ \$ \$ \$	6,982 4,599 2,000 13,581		
TOTAL FY 2023-24 DIRECT EXPENDITURES	\$	122,034		
Assessment Proceeds Interest County Payment TOTAL FY 2023-24 PROCEEDS			\$ \$ \$	125,393 1,933 <u>9,350</u> 136,676
ESTIMATED FUNDS TO CARRY FORWARD (JUNE 30, 2024)			\$	189,610
Anticipated Expenditures FY 2024-2025 Irrigation (Repairs) Landscaping Services Landscaping Repair/Rehab Utilities (Water + Electricity) City Staff Time County/City Administrative Fee TOTAL ANTICIPATED EXPENDITURES 2023 - 2024	\$ \$ \$ \$ \$ \$	11,500 83,786 11,500 35,000 4,500 9,000 155,286		
Contingencies (Future Additional Capital Reserve and Maintenance Costs)	\$	83,966		
FY 2024-2025 ASSESSMENT FUNDING Special Benefit Contribution—Properties General Benefit Contribution—City (63%) General Benefit Contribution—County (37%) Total anticipated FY 2024-25 funding		,	\$ \$ \$	179,151 16,239 \$ 9,537 204,928
TOTAL ESTIMATED AVAILABLE FUNDS JULY 1, 2025:			\$	239,252

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

Assessor's Parcel Number	Assessment #	Sheet #	Operations & Maintenance EBU	Operations & Maintenance Assessment	Debt Service EBU	Debt Service Assessment	Total Assessments
008-010-04	1	3	1	\$57.28	1	\$58.70	\$115.98
008-010-05	2	3	1	\$57.28	1	\$58.70	\$115.98
008-010-58	3M	3	0	\$0.00	0	\$0.00	\$0.00
008-010-14	5	3	1	\$57.28	1	\$58.70	\$115.98
008-010-16	6	3	9.24	\$529.28	9.25	\$542.98	\$1,072.26
008-010-19	7	3	1.5	\$85.94	1.5	\$88.06	\$174.00
008-010-20	8	3	1.5	\$85.92	1.5	\$88.04	\$173.96
008-010-21	9	3	1.5	\$85.92	1.5	\$88.04	\$173.96
008-010-22	10	3	1	\$57.28	1	\$58.70	\$115.98
008-010-26	11	2	1	\$57.28	1	\$58.70	\$115.98
008-010-27	12	2	1	\$57.28	1	\$58.70	\$115.98
008-010-28	13	2	1.5	\$85.92	1.5	\$88.06	\$173.98
008-010-31	14	2	2.25	\$128.88	2.25	\$132.08	\$260.96
008-010-34	15	3	17.56	\$1,005.86	17.56	\$1,030.78	\$2,036.64
008-010-35	16	3	1	\$57.28	1	\$58.70	\$115.98
008-010-36	17	3	1	\$57.28	1	\$58.70	\$115.98
008-010-57	18M	2	1	\$57.28	1	\$58.70	\$115.98
008-010-43	21	3	1	\$57.28	1	\$58.70	\$115.98
008-010-45	22	3	0	\$0.00	0	\$0.00	\$0.00
008-010-46	23	3	1.5	\$85.92	0	\$0.00	\$85.92
008-010-47	24	3	1.5	\$85.92	1.5	\$88.04	\$173.96
008-010-48	25	3	1.5	\$85.92	1.5	\$88.04	\$173.96
008-010-49	26	3	1	\$57.28	1	\$58.70	\$115.98
008-010-50	27	3	1	\$57.28	1	\$58.70	\$115.98
008-010-51	28	3	1	\$57.28	1	\$58.70	\$115.98
008-010-52	29	3	1	\$57.28	1	\$58.70	\$115.98
008-010-53	30	3	1	\$57.28	1	\$58.70	\$115.98
008-010-55	31	3	1	\$57.28	1	\$58.70	\$115.98
008-010-56	32	3	1	\$57.28	1	\$58.70	\$115.98
008-140-01	33	2	1	\$57.28	1	\$58.70	\$115.98
008-140-02	34	2	1	\$57.28	1	\$58.70	\$115.98
008-140-03	35	2	1	\$57.28	1	\$58.70	\$115.98
008-140-04	36	2	1	\$57.28	1	\$58.70	\$115.98
008-140-05	37	2	1	\$57.28	1	\$58.70	\$115.98
008-140-06	38	2	1	\$57.28	1	\$58.70	\$115.98
009-031-09	39	6	5.32	\$304.74	5.32	\$312.28	\$617.02
009-031-11	40	6	0	\$0.00	0	\$0.00	\$0.00
009-031-12	41	6	34.18	\$1,957.86	34.17	\$2,005.78	\$3,963.64
009-031-13	42	4	0	\$0.00	0	\$0.00	\$0.00
009-031-14	43	3	0	\$0.00	0	\$0.00	\$0.00

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WILLIIOD O	1 111 1 01	CITOT WILL	2111 01 11001	2001/1121 1 1	W ILLO	VILDEE II 10	KLHOLO
009-041-03	44	6	0	\$0.00	0	\$0.00	\$0.00
009-041-04	45	6	1	\$57.28	1	\$58.70	\$115.98
009-041-06	46	6	1	\$57.28	1	\$58.70	\$115.98
009-041-07	47	6	1	\$57.28	1	\$58.70	\$115.98
009-041-08	48	6	1	\$57.28	1	\$58.70	\$115.98
009-042-01	49	6	1	\$57.28	0	\$0.00	\$57.28
009-042-02	50	6	1	\$57.28	1	\$58.70	\$115.98
009-042-03	51	6	1	\$57.28	1	\$58.70	\$115.98
009-042-07	52	6	0	\$0.00	0	\$0.00	\$0.00
009-042-08	53	6	1	\$57.28	0	\$0.00	\$57.28
009-042-09	54	6	1	\$57.28	1	\$58.70	\$115.98
009-042-10	55	6	1	\$57.28	1	\$58.70	\$115.98
009-042-11	56	6	1	\$57.28	1	\$58.70	\$115.98
009-042-12	57	6	1	\$57.28	1	\$58.70	\$115.98
009-042-13	58	6	1	\$57.28	1	\$58.70	\$115.98
009-042-14	59	6	1	\$57.28	1	\$58.70	\$115.98
009-042-15	60	6	1	\$57.28	1	\$58.70	\$115.98
009-042-16	61	6	1	\$57.28	0	\$0.00	\$57.28
009-042-17	62	6	1	\$57.28	1	\$58.70	\$115.98
009-042-18	63	6	1	\$57.28	1	\$58.70	\$115.98
009-042-21	65M	6	1	\$57.28	1	\$58.70	\$115.98
009-051-01	66	6	1	\$57.28	1	\$58.70	\$115.98
009-051-02	67	6	1	\$57.28	1	\$58.70	\$115.98
009-051-03	68	6	0	\$0.00	0	\$0.00	\$0.00
009-051-04	69	6	0	\$0.00	0	\$0.00	\$0.00
009-051-05	70	6	0	\$0.00	0	\$0.00	\$0.00
009-051-06	71	6	0	\$0.00	0	\$0.00	\$0.00
009-051-07	72	6	0	\$0.00	0	\$0.00	\$0.00
009-051-08	73	6	1	\$57.28	0	\$0.00	\$57.28
009-052-01	74	6	1	\$57.28	1	\$58.70	\$115.98
009-052-02	75	6	1	\$57.28	1	\$58.70	\$115.98
009-052-03	76	6	1	\$57.28	1	\$58.70	\$115.98
009-052-04	77	6	1	\$57.28	1	\$58.70	\$115.98
009-052-05	78	6	1	\$57.28	1	\$58.70	\$115.98
009-052-06	79	6	1	\$57.28	1	\$58.70	\$115.98
009-052-07	80	6	1	\$57.28	1	\$58.70	\$115.98
009-052-08	81	6	0	\$0.00	0	\$0.00	\$0.00
009-052-09	82	6	1	\$57.28	1	\$58.70	\$115.98
009-052-10	83	6	1	\$57.28	0	\$0.00	\$57.28
009-052-11	84	6	1	\$57.28	1	\$58.70	\$115.98
009-052-12	85	6	1	\$57.28	0	\$0.00	\$57.28
009-052-13	86	6	1	\$57.28	1	\$58.70	\$115.98
009-052-14	87	6	1	\$57.28	1	\$58.70	\$115.98
009-052-15	88	6	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	111101	KIIOI (IVIE)	111 01 11001	BOOME	& ILLO	VIIDEE IIVO	KLHOLO
009-052-16	89	6	1	\$57.28	1	\$58.70	\$115.98
009-061-01	90	3	1	\$57.28	1	\$58.70	\$115.98
009-061-02	91	3	1	\$57.28	1	\$58.70	\$115.98
009-061-03	92	3	1	\$57.28	1	\$58.70	\$115.98
009-061-04	93	3	1	\$57.28	1	\$58.70	\$115.98
009-061-05	94	3	1	\$57.28	1	\$58.70	\$115.98
009-061-06	95	3	1	\$57.28	1	\$58.70	\$115.98
009-061-07	96	3	1	\$57.28	1	\$58.70	\$115.98
009-061-08	97	3	1	\$57.28	1	\$58.70	\$115.98
009-061-09	98	3	1	\$57.28	1	\$58.70	\$115.98
009-061-10	99	3	1	\$57.28	1	\$58.70	\$115.98
009-061-11	100	3	1	\$57.28	1	\$58.70	\$115.98
009-061-12	101	3	1	\$57.28	1	\$58.70	\$115.98
009-061-13	102	3	1	\$57.28	1	\$58.70	\$115.98
009-061-14	103	3	1	\$57.28	1	\$58.70	\$115.98
009-061-15	104	3	1	\$57.28	1	\$58.70	\$115.98
009-061-16	105	3	1	\$57.28	1	\$58.70	\$115.98
009-061-17	106	3	1	\$57.28	1	\$58.70	\$115.98
009-061-18	107	3	1	\$57.28	1	\$58.70	\$115.98
009-061-19	108	3	1	\$57.28	0	\$0.00	\$57.28
009-061-20	109	3	1	\$57.28	1	\$58.70	\$115.98
009-061-21	110	3	1	\$57.28	1	\$58.70	\$115.98
009-061-22	111	3	1	\$57.28	1	\$58.70	\$115.98
009-061-23	112	3	1	\$57.28	1	\$58.70	\$115.98
009-061-24	113	3	1	\$57.28	1	\$58.70	\$115.98
009-061-25	114	3	1	\$57.28	1	\$58.70	\$115.98
009-061-26	115	3	1	\$57.28	0	\$0.00	\$57.28
009-061-27	116	3	1	\$57.28	1	\$58.70	\$115.98
009-061-28	117	3	1	\$57.28	1	\$58.70	\$115.98
009-061-29	118	3	1	\$57.28	0	\$0.00	\$57.28
009-061-30	119	3	1	\$57.28	1	\$58.70	\$115.98
009-061-31	120	3	1	\$57.28	1	\$58.70	\$115.98
009-061-32	121	3	1	\$57.28	1	\$58.70	\$115.98
009-061-33	122	3	1	\$57.28	1	\$58.70	\$115.98
009-061-34	123	3	1	\$57.28	1	\$58.70	\$115.98
009-181-01	124	3	1	\$57.28	1	\$58.70	\$115.98
009-181-02	125	3	1	\$57.28	1	\$58.70	\$115.98
009-181-03	126	3	1	\$57.28	1	\$58.70	\$115.98
009-181-04	127	3	1	\$57.28	1	\$58.70	\$115.98
009-181-05	128	3	1	\$57.28	1	\$58.70	\$115.98
009-181-06	129	3	1	\$57.28	1	\$58.70	\$115.98
009-181-07	130	3	1	\$57.28	1	\$58.70	\$115.98
009-181-08	131	3	1	\$57.28	1	\$58.70	\$115.98
009-181-09	132	3	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WEITIOD	01 111 1 010		2111 01 1100	LOUVIET	C TILLO	WIDEL III	JILLIOLO
009-181-10	133	3	1	\$57.28	0	\$0.00	\$57.28
009-181-11	134	3	1	\$57.28	1	\$58.70	\$115.98
009-181-12	135	3	1	\$57.28	1	\$58.70	\$115.98
009-181-13	136	3	1	\$57.28	1	\$58.70	\$115.98
009-181-14	137	3	1	\$57.28	1	\$58.70	\$115.98
009-181-15	138	3	1	\$57.28	1	\$58.70	\$115.98
009-181-16	139	3	1	\$57.28	1	\$58.70	\$115.98
009-181-17	140	3	1	\$57.28	1	\$58.70	\$115.98
009-181-18	141	3	1	\$57.28	1	\$58.70	\$115.98
009-181-19	142	3	0	\$0.00	0	\$0.00	\$0.00
014-042-05	143	5	1	\$57.28	1	\$58.70	\$115.98
014-042-06	144	5	0	\$0.00	0	\$0.00	\$0.00
014-042-17	145	4	0	\$0.00	0	\$0.00	\$0.00
014-042-18	146	4	1	\$57.28	1	\$58.70	\$115.98
014-042-19	147	4	0	\$0.00	0	\$0.00	\$0.00
014-042-20	148	4	1	\$57.28	1	\$58.70	\$115.98
014-042-22	149	4	1	\$57.28	1	\$58.70	\$115.98
014-042-26	150	4	1	\$57.28	1	\$58.70	\$115.98
014-042-27	151	4	0	\$0.00	0	\$0.00	\$0.00
014-072-04	152	4	1	\$57.28	1	\$58.70	\$115.98
014-072-20	153	4	1	\$57.28	1	\$58.70	\$115.98
014-072-21	154	2	1	\$57.28	1	\$58.70	\$115.98
014-072-33	155	4	1	\$57.28	1	\$58.70	\$115.98
014-072-34	156	4	0	\$0.00	0	\$0.00	\$0.00
014-073-05	157	4	1	\$57.28	1	\$58.70	\$115.98
014-073-06	158	4	0	\$0.00	0	\$0.00	\$0.00
014-073-07	159	4	1	\$57.28	1	\$58.70	\$115.98
014-073-08	160	4	0	\$0.00	0	\$0.00	\$0.00
014-073-09	161	4	1	\$57.28	1	\$58.70	\$115.98
014-073-10	162	4	0	\$0.00	0	\$0.00	\$0.00
014-101-09	163	2	16	\$916.50	0	\$0.00	\$916.50
014-101-11	164	2	0.76	\$43.54	0	\$0.00	\$43.54
014-111-01	165	2	1	\$57.28	1	\$58.70	\$115.98
014-111-02	166	2	1	\$57.28	1	\$58.70	\$115.98
014-111-03	167	2	1	\$57.28	1	\$58.70	\$115.98
014-111-14	168	2	1	\$57.28	1	\$58.70	\$115.98
014-111-15	169	2	1	\$57.28	1	\$58.70	\$115.98
014-111-17	170	2	1	\$57.28	1	\$58.70	\$115.98
014-111-21	171	2	1	\$57.28	1	\$58.70	\$115.98
014-111-34	172	2	1	\$57.28	1	\$58.70	\$115.98
014-151-11	174	2	1	\$57.28	1	\$58.70	\$115.98
014-151-12	175	2	0	\$0.00	0	\$0.00	\$0.00
014-151-17	176	2	20.02	\$1,146.76	20.02	\$1,175.18	\$2,321.94
014-161-02	177	2	5.16	\$295.58	5.18	\$304.08	\$599.66

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD O	11110	111011111	2111 01 7100	LOUNILIVI	& IIII	WILDEL IIIO	KLHOLO
014-161-07	178	2	1	\$57.28	1	\$58.70	\$115.98
014-161-34	179M	2	1.5	\$85.92	0	\$0.00	\$85.92
014-161-19	181	2	1.5	\$85.92	0	\$0.00	\$85.92
014-161-20	182	2	1.56	\$89.36	1.57	\$92.16	\$181.52
014-161-21	183	2	1.5	\$85.92	1.5	\$88.06	\$173.98
014-161-28	184	2	3.28	\$187.90	3.26	\$191.36	\$379.26
014-161-30	185	2	5	\$286.40	5	\$293.50	\$579.90
014-161-32	186	2	4.08	\$233.70	4.07	\$238.92	\$472.62
014-161-33	187	2	1	\$57.28	1	\$58.70	\$115.98
014-171-01	188	2	1	\$57.28	1	\$58.70	\$115.98
014-171-02	189	2	1	\$57.28	1	\$58.70	\$115.98
014-171-03	190	2	1	\$57.28	1	\$58.70	\$115.98
014-171-04	191	2	1	\$57.28	1	\$58.70	\$115.98
014-171-19	192	2	1	\$57.28	1	\$58.70	\$115.98
014-171-37	193M	2	1	\$57.28	1	\$58.70	\$115.98
014-171-27	195	2	4.375	\$250.60	4.38	\$257.12	\$507.72
014-171-28	196	2	1.5	\$85.92	1.5	\$88.06	\$173.98
014-171-29	197	2	1	\$57.28	1	\$58.70	\$115.98
014-171-30	198	2	1	\$57.28	1	\$58.70	\$115.98
014-171-32	199	2	1	\$57.28	1	\$58.70	\$115.98
014-171-33	200	2	1	\$57.28	1	\$58.70	\$115.98
014-171-36	201	2	1	\$57.28	1	\$58.70	\$115.98
014-172-04	202	2	1	\$57.28	1	\$58.70	\$115.98
014-172-05	203	2	1	\$57.28	1	\$58.70	\$115.98
014-172-06	204	2	1	\$57.28	1	\$58.70	\$115.98
014-172-07	205	2	1	\$57.28	1	\$58.70	\$115.98
014-172-08	206	2	1	\$57.28	1	\$58.70	\$115.98
014-172-09	207	2	1	\$57.28	1	\$58.70	\$115.98
014-172-10	208	2	1	\$57.28	1	\$58.70	\$115.98
014-172-11	209	2	1	\$57.28	1	\$58.70	\$115.98
014-172-12	210	2	0	\$0.00	0	\$0.00	\$0.00
014-172-13	211	2	1	\$57.28	1	\$58.70	\$115.98
014-172-19	212M	2	1	\$57.28	1	\$58.70	\$115.98
014-172-16	214	2	1	\$57.28	1	\$58.70	\$115.98
014-172-17	215	2	1	\$57.28	0	\$0.00	\$57.28
014-172-18	216	2	1	\$57.28	1	\$58.70	\$115.98
014-173-01	217	2	1	\$57.28	1	\$58.70	\$115.98
014-173-02	218	2	1	\$57.28	1	\$58.70	\$115.98
014-173-03	219	2	1	\$57.28	1	\$58.70	\$115.98
014-173-04	220	2	1	\$57.28	1	\$58.70	\$115.98
014-173-05	221	2	1	\$57.28	1	\$58.70	\$115.98
014-173-15	222	2	0	\$0.00	0	\$0.00	\$0.00
014-173-16	223	2	1	\$57.28	1	\$58.70	\$115.98
014-173-17	224	2	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD O	11110	KIIOI WIL	111 01 11001		C ILLO	VIIDEE II (C.	KL110L0
014-173-18	225	2	1	\$57.28	1	\$58.70	\$115.98
015-231-12	226	5	1	\$57.28	1	\$58.70	\$115.98
015-231-13	227	5	1	\$57.28	1	\$58.70	\$115.98
015-231-18	228	5	1	\$57.28	1	\$58.70	\$115.98
015-231-19	229	5	1	\$57.28	1	\$58.70	\$115.98
015-241-01	230	9	1	\$57.28	1	\$58.70	\$115.98
015-241-02	231	9	1	\$57.28	1	\$58.70	\$115.98
015-241-03	232	9	0	\$0.00	0	\$0.00	\$0.00
015-241-04	233	9	1	\$57.28	1	\$58.70	\$115.98
015-241-05	234	9	0	\$0.00	0	\$0.00	\$0.00
015-241-21	235M	#N/A	1	\$57.28	1	\$58.70	\$115.98
015-241-07	236	9	1	\$57.28	1	\$58.70	\$115.98
015-241-12	237	9	1	\$57.28	1	\$58.70	\$115.98
015-241-14	238	9	0	\$0.00	0	\$0.00	\$0.00
015-241-22	239M	#N/A	1	\$57.28	1	\$58.70	\$115.98
015-241-17	241	9	1	\$57.28	1	\$58.70	\$115.98
015-241-18	242	9	1	\$57.28	1	\$58.70	\$115.98
016-011-01	243	9	1	\$57.28	1	\$58.70	\$115.98
016-011-05	244	9	1	\$57.28	0	\$0.00	\$57.28
016-011-08	245	10	1	\$57.28	0	\$0.00	\$57.28
016-011-10	246	9	1	\$57.28	0	\$0.00	\$57.28
016-011-11	247	9	1	\$57.28	1	\$58.70	\$115.98
016-011-12	248	9	1	\$57.28	0	\$0.00	\$57.28
016-011-13	249	9	1	\$57.28	1	\$58.70	\$115.98
016-011-14	250	9	1	\$57.28	1	\$58.70	\$115.98
016-011-15	251	9	1	\$57.28	0	\$0.00	\$57.28
016-011-18	252	9	1	\$57.28	1	\$58.70	\$115.98
016-011-19	253	9	1	\$57.28	1	\$58.70	\$115.98
016-011-20	254	9	1	\$57.28	1	\$58.70	\$115.98
016-011-21	255	10	1	\$57.28	1	\$58.70	\$115.98
016-011-23	256	9	1	\$57.28	0	\$0.00	\$57.28
016-011-24	257	10	1	\$57.28	1	\$58.70	\$115.98
016-011-28	258	10	1	\$57.28	1	\$58.70	\$115.98
016-011-29	259	10	1	\$57.28	1	\$58.70	\$115.98
016-011-30	260	9	1	\$57.28	1	\$58.70	\$115.98
016-012-03	261	9	1	\$57.28	1	\$58.70	\$115.98
016-012-05	262	10	1	\$57.28	0	\$0.00	\$57.28
016-012-12	263	10	1	\$57.28	0	\$0.00	\$57.28
016-012-13	264	10	1	\$57.28	1	\$58.70	\$115.98
016-012-14	265	10	0	\$0.00	0	\$0.00	\$0.00
016-012-16	266	12	1	\$57.28	1	\$58.70	\$115.98
016-012-17	267	12	1	\$57.28	1	\$58.70	\$115.98
016-012-18	268	12	1	\$57.28	1	\$58.70	\$115.98
016-012-19	269	12	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD O	111101	CTTOT VIVIE	111 01 11001		& ALLO	VIIDLE II (C	KLHOLO
016-012-23	270	10	1	\$57.28	1	\$58.70	\$115.98
016-012-26	271	10	1	\$57.28	0	\$0.00	\$57.28
016-012-27	272	12	1	\$57.28	1	\$58.70	\$115.98
016-012-32	273	10	1	\$57.28	1	\$58.70	\$115.98
016-012-33	274	10	1	\$57.28	1	\$58.70	\$115.98
016-012-34	275	10	0	\$0.00	0	\$0.00	\$0.00
016-012-37	276	12	1	\$57.28	1	\$58.70	\$115.98
016-012-38	277	12	1	\$57.28	1	\$58.70	\$115.98
016-012-46	278	10	1	\$57.28	1	\$58.70	\$115.98
016-012-54	279	10	1	\$57.28	1	\$58.70	\$115.98
016-012-55	280	10	1	\$57.28	1	\$58.70	\$115.98
016-012-59	281	10	1	\$57.28	1	\$58.70	\$115.98
016-012-64	282	9	1	\$57.28	1	\$58.70	\$115.98
016-012-65	283	9	1	\$57.28	0	\$0.00	\$57.28
016-012-67	284	10	1	\$57.28	0	\$0.00	\$57.28
016-012-68	285	10	1	\$57.28	1	\$58.70	\$115.98
016-021-01	286	5	1	\$57.28	1	\$58.70	\$115.98
016-021-02	287	9	1	\$57.28	1	\$58.70	\$115.98
016-021-80	288M	9	1	\$57.28	1	\$58.70	\$115.98
016-021-10	289	9	1	\$57.28	1	\$58.70	\$115.98
016-021-11	290	9	1	\$57.28	0	\$0.00	\$57.28
016-021-79	291	5	1	\$57.28	1	\$58.70	\$115.98
016-021-15	292	5	1	\$57.28	1	\$58.70	\$115.98
016-021-16	293	5	1	\$57.28	1	\$58.70	\$115.98
016-021-20	294	5	1	\$57.28	1	\$58.70	\$115.98
016-021-22	295	5	1	\$57.28	1	\$58.70	\$115.98
016-021-25	296	9	1	\$57.28	1	\$58.70	\$115.98
016-021-35	298	5	1	\$57.28	1	\$58.70	\$115.98
016-021-36	299	5	1	\$57.28	1	\$58.70	\$115.98
016-021-37	300	5	1	\$57.28	1	\$58.70	\$115.98
016-021-77	301M	9	1	\$57.28	1	\$58.70	\$115.98
016-021-46	302	9	1	\$57.28	1	\$58.70	\$115.98
016-021-49	303	9	1	\$57.28	0	\$0.00	\$57.28
016-021-50	304	9	1	\$57.28	1	\$58.70	\$115.98
016-021-51	305	9	1	\$57.28	1	\$58.70	\$115.98
016-021-52	306	5	1	\$57.28	1	\$58.70	\$115.98
016-021-53	307	5	0	\$0.00	0	\$0.00	\$0.00
016-021-54	308	9	1	\$57.28	1	\$58.70	\$115.98
016-021-55	309	9	0	\$0.00	0	\$0.00	\$0.00
016-021-58	310	9	1	\$57.28	1	\$58.70	\$115.98
016-021-61	311	9	1	\$57.28	1	\$58.70	\$115.98
016-021-64	312	9	1	\$57.28	0	\$0.00	\$57.28
016-021-65	313	9	1	\$57.28	1	\$58.70	\$115.98
016-021-73	314	5	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHODO	1 111 1 01	(11011)	2111 01 11001	3001/1121 (1	W MELO	WIDEL II (C.	KL/10L0
016-021-74	315	5	1	\$57.28	0	\$0.00	\$57.28
016-021-75	316	5	1	\$57.28	1	\$58.70	\$115.98
016-031-01	317	5	1	\$57.28	1	\$58.70	\$115.98
016-031-02	318	5	1	\$57.28	1	\$58.70	\$115.98
016-031-03	319	5	1	\$57.28	0	\$0.00	\$57.28
016-031-04	320	5	1	\$57.28	0	\$0.00	\$57.28
016-031-05	321	5	1	\$57.28	0	\$0.00	\$57.28
016-031-06	322	5	1	\$57.28	1	\$58.70	\$115.98
016-031-07	323	5	1	\$57.28	1	\$58.70	\$115.98
016-031-08	324	5	1	\$57.28	1	\$58.70	\$115.98
016-031-09	325	5	1	\$57.28	1	\$58.70	\$115.98
016-031-10	326	5	1	\$57.28	1	\$58.70	\$115.98
016-031-11	327	5	1	\$57.28	1	\$58.70	\$115.98
016-031-12	328	5	1	\$57.28	1	\$58.70	\$115.98
016-031-13	329	5	1	\$57.28	0	\$0.00	\$57.28
016-031-14	330	5	1	\$57.28	0	\$0.00	\$57.28
016-031-15	331	5	1	\$57.28	1	\$58.70	\$115.98
016-031-16	332	5	1	\$57.28	1	\$58.70	\$115.98
016-031-17	333	5	1	\$57.28	1	\$58.70	\$115.98
016-031-18	334	5	1	\$57.28	1	\$58.70	\$115.98
016-031-19	335	5	1	\$57.28	1	\$58.70	\$115.98
016-031-20	336	5	1	\$57.28	1	\$58.70	\$115.98
016-031-21	337	5	1	\$57.28	0	\$0.00	\$57.28
016-031-22	338	12	1	\$57.28	1	\$58.70	\$115.98
016-031-23	339	5	1	\$57.28	1	\$58.70	\$115.98
016-031-25	340	12	1	\$57.28	1	\$58.70	\$115.98
016-031-26	341	12	1	\$57.28	1	\$58.70	\$115.98
016-031-27	342	12	1	\$57.28	1	\$58.70	\$115.98
016-031-28	343	12	1	\$57.28	1	\$58.70	\$115.98
016-031-29	344	6	1.5	\$85.92	0	\$0.00	\$85.92
016-031-30	345	5	1	\$57.28	1	\$58.70	\$115.98
016-031-31	346	5	1	\$57.28	0	\$0.00	\$57.28
016-031-32	347	5	1	\$57.28	1	\$58.70	\$115.98
016-031-33	348	5	1	\$57.28	0	\$0.00	\$57.28
016-031-34	349	5	1	\$57.28	0	\$0.00	\$57.28
016-031-35	350	5	1	\$57.28	1	\$58.70	\$115.98
016-031-41	351M	5	1	\$57.28	1	\$58.70	\$115.98
016-031-38	353	5	1	\$57.28	1	\$58.70	\$115.98
016-031-39	354	12	1.5	\$85.94	1.5	\$88.06	\$174.00
016-031-40	355	12	0	\$0.00	0	\$0.00	\$0.00
016-032-02	356	12	1	\$57.28	1	\$58.70	\$115.98
016-032-03	357	12	1	\$57.28	1	\$58.70	\$115.98
016-032-05	358	12	1	\$57.28	1	\$58.70	\$115.98
016-032-06	359	12	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD O	111101	(1101 (IVIL)	111 01 11001	2001/1121 (1	& ILLO	VIIDEE II (C	KLHOLO
016-032-09	360	12	1	\$57.28	1	\$58.70	\$115.98
016-032-10	361	12	1	\$57.28	1	\$58.70	\$115.98
016-032-11	362	12	1	\$57.28	1	\$58.70	\$115.98
016-033-01	363	6	1	\$57.28	1	\$58.70	\$115.98
016-033-02	364	6	1	\$57.28	1	\$58.70	\$115.98
016-033-03	365	6	1	\$57.28	1	\$58.70	\$115.98
016-033-04	366	6	1	\$57.28	1	\$58.70	\$115.98
016-033-05	367	12	1	\$57.28	1	\$58.70	\$115.98
016-033-06	368	12	1	\$57.28	1	\$58.70	\$115.98
016-033-07	369	12	1	\$57.28	1	\$58.70	\$115.98
016-033-15	370	6	1	\$57.28	1	\$58.70	\$115.98
016-033-16	371	6	1	\$57.28	1	\$58.70	\$115.98
016-033-17	372	6	1	\$57.28	1	\$58.70	\$115.98
016-033-18	373	6	1	\$57.28	1	\$58.70	\$115.98
016-033-19	374	6	1	\$57.28	1	\$58.70	\$115.98
016-033-20	375	12	1	\$57.28	1	\$58.70	\$115.98
016-041-01	376	5	1	\$57.28	1	\$58.70	\$115.98
016-041-02	377	5	1	\$57.28	1	\$58.70	\$115.98
016-041-03	378	5	1	\$57.28	1	\$58.70	\$115.98
016-041-04	379	5	1	\$57.28	1	\$58.70	\$115.98
016-041-05	380	5	1	\$57.28	1	\$58.70	\$115.98
016-041-06	381	4	1	\$57.28	1	\$58.70	\$115.98
016-041-07	382M	5	1	\$57.28	1	\$58.70	\$115.98
016-041-96	383M	4	1	\$57.28	0	\$0.00	\$57.28
016-041-10	384	4	1	\$57.28	1	\$58.70	\$115.98
016-041-11	385	4	1	\$57.28	1	\$58.70	\$115.98
016-041-12	386	4	1	\$57.28	1	\$58.70	\$115.98
016-041-13	387	4	1	\$57.28	1	\$58.70	\$115.98
016-041-16	388	4	1	\$57.28	1	\$58.70	\$115.98
016-041-17	389	4	1	\$57.28	1	\$58.70	\$115.98
016-041-20	390	4	1	\$57.28	1	\$58.70	\$115.98
016-041-21	391	4	1	\$57.28	1	\$58.70	\$115.98
016-041-22	392	4	1	\$57.28	0	\$0.00	\$57.28
016-041-23	393	4	1	\$57.28	1	\$58.70	\$115.98
016-041-24	394	4	1	\$57.28	1	\$58.70	\$115.98
016-041-25	395	5	1	\$57.28	1	\$58.70	\$115.98
016-041-26	396	5	1	\$57.28	1	\$58.70	\$115.98
016-041-27	397	5	1	\$57.28	0	\$0.00	\$57.28
016-041-28	398	5	1	\$57.28	1	\$58.70	\$115.98
016-041-29	399	5	1	\$57.28	1	\$58.70	\$115.98
016-041-31	400	4	1	\$57.28	1	\$58.70	\$115.98
016-041-33	401	4	1	\$57.28	1	\$58.70	\$115.98
016-041-34	402	4	1	\$57.28	1	\$58.70	\$115.98
016-041-46	403	4	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WILLIIOD	711101	111011111	2111 01 71001	20011121 1 1	C ILLO	TIDEE II 10	KE/10E0
016-041-51	404	4	0	\$0.00	0	\$0.00	\$0.00
016-041-52	405	4	1	\$57.28	0	\$0.00	\$57.28
016-041-61	406	4	1	\$57.28	1	\$58.70	\$115.98
016-041-62	407	4	1	\$57.28	1	\$58.70	\$115.98
016-041-63	408	4	1	\$57.28	1	\$58.70	\$115.98
016-041-64	409	4	1	\$57.28	1	\$58.70	\$115.98
016-041-65	410	4	0	\$0.00	0	\$0.00	\$0.00
016-041-67	411	4	1	\$57.28	1	\$58.70	\$115.98
016-041-68	412	4	0	\$0.00	0	\$0.00	\$0.00
016-041-69	413	4	0	\$0.00	0	\$0.00	\$0.00
016-041-70	414	4	1	\$57.28	0	\$0.00	\$57.28
016-041-72	415	4	1	\$57.28	1	\$58.70	\$115.98
016-041-73	416	4	0	\$0.00	0	\$0.00	\$0.00
016-041-74	417	5	0	\$0.00	0	\$0.00	\$0.00
016-041-75	418	5	0	\$0.00	0	\$0.00	\$0.00
016-041-77	420	6	1	\$57.28	1	\$58.70	\$115.98
016-041-95	421M	4	1	\$57.28	1	\$58.70	\$115.98
016-041-79	422	4	1	\$57.28	1	\$58.70	\$115.98
016-041-80	423	4	1	\$57.28	1	\$58.70	\$115.98
016-041-81	424	4	1	\$57.28	1	\$58.70	\$115.98
016-041-82	425	4	1	\$57.28	0	\$0.00	\$57.28
016-041-83	426	6	1	\$57.28	1	\$58.70	\$115.98
016-041-84	427	6	1	\$57.28	1	\$58.70	\$115.98
016-041-85	428	4	1	\$57.28	1	\$58.70	\$115.98
016-041-86	429	4	1	\$57.28	1	\$58.70	\$115.98
016-041-88	431	5	0	\$0.00	0	\$0.00	\$0.00
016-041-89	432	5	0	\$0.00	0	\$0.00	\$0.00
016-041-97	433M	4	1	\$57.28	0	\$0.00	\$57.28
016-041-93	435	4	1	\$57.28	1	\$58.70	\$115.98
016-041-94	436	4	0	\$0.00	0	\$0.00	\$0.00
016-051-05	437	3	0	\$0.00	0	\$0.00	\$0.00
016-051-06	438	3	0	\$0.00	0	\$0.00	\$0.00
016-052-02	439	4	1	\$57.28	1	\$58.70	\$115.98
016-052-03	440	4	0	\$0.00	0	\$0.00	\$0.00
016-052-04	441	4	1	\$57.28	1	\$58.70	\$115.98
016-052-05	442	4	1	\$57.28	1	\$58.70	\$115.98
016-052-06	443	4	1	\$57.28	1	\$58.70	\$115.98
016-052-07	444	4	1	\$57.28	1	\$58.70	\$115.98
016-052-08	445	4	1	\$57.28	1	\$58.70	\$115.98
016-052-09	446	4	1	\$57.28	1	\$58.70	\$115.98
016-052-13	447	3	1	\$57.28	1	\$58.70	\$115.98
016-052-15	448	4	1	\$57.28	1	\$58.70	\$115.98
016-052-18	449	4	1	\$57.28	1	\$58.70	\$115.98
016-052-20	450	4	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mioni	TOTAME	JI HOOL	CONTENT	W ILLO	VILLE II (C)	KE/KOEO
016-052-21	451	3	1	\$57.28	1	\$58.70	\$115.98
016-052-22	452	3	1	\$57.28	1	\$58.70	\$115.98
016-052-23	453	4	1	\$57.28	1	\$58.70	\$115.98
016-052-24	454	4	1	\$57.28	1	\$58.70	\$115.98
016-052-25	455	4	1	\$57.28	1	\$58.70	\$115.98
016-052-26	456	4	1	\$57.28	1	\$58.70	\$115.98
016-052-27	457	3	1	\$57.28	1	\$58.70	\$115.98
016-052-28	458	4	1	\$57.28	1	\$58.70	\$115.98
016-052-29	459	4	1	\$57.28	1	\$58.70	\$115.98
016-053-01	460	4	1	\$57.28	1	\$58.70	\$115.98
016-053-02	461	4	1	\$57.28	1	\$58.70	\$115.98
016-053-03	462	4	1	\$57.28	1	\$58.70	\$115.98
016-053-06	463	4	1	\$57.28	0	\$0.00	\$57.28
016-053-07	464	4	1	\$57.28	1	\$58.70	\$115.98
016-053-08	465	4	1	\$57.28	1	\$58.70	\$115.98
016-053-09	466	3	1	\$57.28	1	\$58.70	\$115.98
016-053-10	467	3	1	\$57.28	1	\$58.70	\$115.98
016-053-12	468	3	1	\$57.28	1	\$58.70	\$115.98
016-054-02	469	4	1	\$57.28	1	\$58.70	\$115.98
016-054-08	470	4	1	\$57.28	1	\$58.70	\$115.98
016-054-10	471	4	1	\$57.28	1	\$58.70	\$115.98
016-054-12	472	4	1	\$57.28	0	\$0.00	\$57.28
016-054-13	473	4	1	\$57.28	1	\$58.70	\$115.98
016-054-14	474	4	0	\$0.00	0	\$0.00	\$0.00
016-054-15	475	4	1	\$57.28	1	\$58.70	\$115.98
016-054-16	476	4	1	\$57.28	1	\$58.70	\$115.98
016-054-17	477	4	1	\$57.28	1	\$58.70	\$115.98
016-054-18	478	4	1	\$57.28	1	\$58.70	\$115.98
016-054-19	479	4	1	\$57.28	1	\$58.70	\$115.98
016-054-24	480	3	0	\$0.00	0	\$0.00	\$0.00
016-054-25	481	3	1	\$57.28	1	\$58.70	\$115.98
016-061-01	482	2	1	\$57.28	1	\$58.70	\$115.98
016-062-01	483	2	1	\$57.28	1	\$58.70	\$115.98
016-062-02	484	2	1	\$57.28	1	\$58.70	\$115.98
016-062-03	485	2	1	\$57.28	1	\$58.70	\$115.98
016-064-01	486	3	1	\$57.28	1	\$58.70	\$115.98
016-064-02	487	3	1	\$57.28	1	\$58.70	\$115.98
016-064-03	488	3	1	\$57.28	1	\$58.70	\$115.98
016-064-04	489	3	1	\$57.28	1	\$58.70	\$115.98
016-064-08	490	2	1	\$57.28	1	\$58.70	\$115.98
016-064-09	491	2	1	\$57.28	0	\$0.00	\$57.28
016-064-10	492	2	1	\$57.28	1	\$58.70	\$115.98
016-064-13	493	2	1	\$57.28	1	\$58.70	\$115.98
016-064-14	494	3	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	11110	K1101 WL	111 01 71001	2001/1121 (1	W IEEO	VIIDEE II (C	KENGEO
016-064-15	495	3	1	\$57.28	1	\$58.70	\$115.98
016-064-16	496	3	1	\$57.28	1	\$58.70	\$115.98
016-064-17	497	3	1	\$57.28	1	\$58.70	\$115.98
016-064-18	498	3	1	\$57.28	1	\$58.70	\$115.98
016-064-19	499	3	1	\$57.28	0	\$0.00	\$57.28
016-064-20	500	3	1	\$57.28	0	\$0.00	\$57.28
016-064-21	501	3	1	\$57.28	1	\$58.70	\$115.98
016-064-22	502	3	1	\$57.28	0	\$0.00	\$57.28
016-064-23	503	3	1	\$57.28	1	\$58.70	\$115.98
016-064-24	504	3	1	\$57.28	1	\$58.70	\$115.98
016-064-25	505	3	1	\$57.28	1	\$58.70	\$115.98
016-064-26	506	2	1	\$57.28	1	\$58.70	\$115.98
016-064-27	507	2	1	\$57.28	1	\$58.70	\$115.98
016-064-28	508	2	1	\$57.28	1	\$58.70	\$115.98
016-064-29	509	2	1	\$57.28	1	\$58.70	\$115.98
016-064-30	510	2	1	\$57.28	0	\$0.00	\$57.28
016-064-31	511	2	1	\$57.28	0	\$0.00	\$57.28
016-064-32	512	2	1	\$57.28	0	\$0.00	\$57.28
016-064-33	513	2	1	\$57.28	1	\$58.70	\$115.98
016-064-34	514	2	1	\$57.28	1	\$58.70	\$115.98
016-064-35	515	2	0	\$0.00	0	\$0.00	\$0.00
016-064-36	516	2	1	\$57.28	1	\$58.70	\$115.98
016-064-37	517	2	1	\$57.28	1	\$58.70	\$115.98
016-064-38	518	2	1	\$57.28	1	\$58.70	\$115.98
016-064-39	519	2	1	\$57.28	0	\$0.00	\$57.28
016-064-40	520	2	1	\$57.28	1	\$58.70	\$115.98
016-064-41	521	2	1	\$57.28	1	\$58.70	\$115.98
016-064-42	522	2	1	\$57.28	1	\$58.70	\$115.98
016-064-43	523	2	1	\$57.28	1	\$58.70	\$115.98
016-064-44	524	2	1	\$57.28	1	\$58.70	\$115.98
016-064-45	525	2	1	\$57.28	1	\$58.70	\$115.98
016-064-46	526	2	1	\$57.28	1	\$58.70	\$115.98
016-064-47	527	2	1	\$57.28	1	\$58.70	\$115.98
016-064-48	528	2	1	\$57.28	1	\$58.70	\$115.98
016-064-49	529	2	1	\$57.28	1	\$58.70	\$115.98
016-064-50	530	2	1	\$57.28	1	\$58.70	\$115.98
016-064-51	531	2	1	\$57.28	1	\$58.70	\$115.98
016-064-52	532	3	1	\$57.28	1	\$58.70	\$115.98
016-064-53	533	3	1	\$57.28	1	\$58.70	\$115.98
016-064-54	534	3	1	\$57.28	1	\$58.70	\$115.98
016-064-55	535	3	1	\$57.28	1	\$58.70	\$115.98
016-064-56	536	3	1	\$57.28	1	\$58.70	\$115.98
016-064-57	537	3	1	\$57.28	1	\$58.70	\$115.98
016-064-58	538	2	1	\$57.28	0	\$0.00	\$57.28

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WEITIOD	71 711 1 0 1	(1101)	2111 01 71001	BOOMETT	W ILLO	WINDEL IIIO	KLHOLO
016-064-59	539	2	1	\$57.28	1	\$58.70	\$115.98
016-064-60	540	2	1	\$57.28	1	\$58.70	\$115.98
016-064-61	541	2	1	\$57.28	1	\$58.70	\$115.98
016-064-68	542	3	1	\$57.28	1	\$58.70	\$115.98
016-064-69	543	3	1	\$57.28	1	\$58.70	\$115.98
016-064-70	544	2	1	\$57.28	1	\$58.70	\$115.98
016-091-12	550	13	1	\$57.28	1	\$58.70	\$115.98
016-091-13	551	13	1	\$57.28	1	\$58.70	\$115.98
016-091-14	552	13	1	\$57.28	1	\$58.70	\$115.98
016-091-15	553	13	1	\$57.28	1	\$58.70	\$115.98
016-091-16	554	13	1	\$57.28	1	\$58.70	\$115.98
016-091-17	555	13	1	\$57.28	1	\$58.70	\$115.98
016-091-18	556	13	1	\$57.28	1	\$58.70	\$115.98
016-091-23	557	13	1	\$57.28	1	\$58.70	\$115.98
016-091-25	558	13	1	\$57.28	1	\$58.70	\$115.98
016-091-26	559	13	1	\$57.28	1	\$58.70	\$115.98
016-091-27	560	13	1	\$57.28	1	\$58.70	\$115.98
016-091-34	561	13	1	\$57.28	1	\$58.70	\$115.98
016-091-35	562	13	0	\$0.00	0	\$0.00	\$0.00
016-091-36	563	13	1	\$57.28	1	\$58.70	\$115.98
016-091-37	564	13	1	\$57.28	1	\$58.70	\$115.98
016-091-38	565	13	1	\$57.28	1	\$58.70	\$115.98
016-091-39	566	13	1	\$57.28	1	\$58.70	\$115.98
016-091-40	567	13	1	\$57.28	1	\$58.70	\$115.98
016-091-41	568	13	1	\$57.28	1	\$58.70	\$115.98
016-091-63	569M	13	1	\$57.28	1	\$58.70	\$115.98
016-091-47	570	13	1	\$57.28	1	\$58.70	\$115.98
016-091-48	571	13	1	\$57.28	1	\$58.70	\$115.98
016-091-50	572	13	0	\$0.00	0	\$0.00	\$0.00
016-091-51	573	13	0	\$0.00	0	\$0.00	\$0.00
016-091-52	574	13	1	\$57.28	1	\$58.70	\$115.98
016-091-54	575	13	1	\$57.28	1	\$58.70	\$115.98
016-091-55	576	13	0	\$0.00	0	\$0.00	\$0.00
016-091-58	577	13	1	\$57.28	1	\$58.70	\$115.98
016-091-60	578	13	1	\$57.28	1	\$58.70	\$115.98
016-091-62	580	13	1	\$57.28	1	\$58.70	\$115.98
016-092-01	581	13	1	\$57.28	1	\$58.70	\$115.98
016-092-02	582	13	1	\$57.28	0	\$0.00	\$57.28
016-093-01	583	13	1	\$57.28	1	\$58.70	\$115.98
016-093-02	584	13	1	\$57.28	1	\$58.70	\$115.98
016-093-04	585	13	0	\$0.00	0	\$0.00	\$0.00
016-093-05	586	13	1	\$57.28	1	\$58.70	\$115.98
016-094-01	587	8	1	\$57.28	1	\$58.70	\$115.98
016-094-02	588	8	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHODO	1 111 1 01	TIOI WILL	111 01 11001		W ALLO	VIIDEE II (C	KLHOLO
016-094-04	589	13	1	\$57.28	1	\$58.70	\$115.98
016-094-05	590	13	1	\$57.28	1	\$58.70	\$115.98
016-101-12	591	12	1	\$57.28	1	\$58.70	\$115.98
016-101-13	592	11	1	\$57.28	1	\$58.70	\$115.98
016-101-15	593	11	0	\$0.00	0	\$0.00	\$0.00
016-101-16	594	11	1	\$57.28	1	\$58.70	\$115.98
016-101-23	595	10	1	\$57.28	1	\$58.70	\$115.98
016-101-28	596	11	1	\$57.28	1	\$58.70	\$115.98
016-101-30	597	10	1	\$57.28	1	\$58.70	\$115.98
016-101-32	598	10	1	\$57.28	1	\$58.70	\$115.98
016-101-33	599	10	1	\$57.28	1	\$58.70	\$115.98
016-101-34	600	11	1	\$57.28	1	\$58.70	\$115.98
016-101-35	601	11	0	\$0.00	0	\$0.00	\$0.00
016-101-36	602	12	1	\$57.28	1	\$58.70	\$115.98
016-102-02	603	11	1	\$57.28	1	\$58.70	\$115.98
016-102-03	604	11	1	\$57.28	0	\$0.00	\$57.28
016-102-04	605	12	1	\$57.28	1	\$58.70	\$115.98
016-102-05	606	12	1	\$57.28	1	\$58.70	\$115.98
016-102-06	607	12	1	\$57.28	0	\$0.00	\$57.28
016-102-07	608	12	1	\$57.28	1	\$58.70	\$115.98
016-102-09	609	12	1	\$57.28	1	\$58.70	\$115.98
016-102-10	610	12	1	\$57.28	1	\$58.70	\$115.98
016-102-12	611	12	0	\$0.00	0	\$0.00	\$0.00
016-102-13	612	12	1	\$57.28	1	\$58.70	\$115.98
016-102-16	613	11	0	\$0.00	0	\$0.00	\$0.00
016-102-17	614	12	1	\$57.28	0	\$0.00	\$57.28
016-102-18	615	11	1	\$57.28	1	\$58.70	\$115.98
016-111-29	616M	12	1	\$57.28	1	\$58.70	\$115.98
016-111-04	618	12	1	\$57.28	0	\$0.00	\$57.28
016-111-07	619	12	1	\$57.28	1	\$58.70	\$115.98
016-111-08	620	11	1	\$57.28	1	\$58.70	\$115.98
016-111-09	621	11	1	\$57.28	1	\$58.70	\$115.98
016-111-10	622	11	0	\$0.00	0	\$0.00	\$0.00
016-111-11	623	11	1	\$57.28	1	\$58.70	\$115.98
016-111-14	624	12	1	\$57.28	0	\$0.00	\$57.28
016-111-15	625	12	1	\$57.28	1	\$58.70	\$115.98
016-111-16	626	11	1	\$57.28	1	\$58.70	\$115.98
016-111-18	627	11	1	\$57.28	1	\$58.70	\$115.98
016-111-19	628	11	0	\$0.00	0	\$0.00	\$0.00
016-111-24	629	12	1	\$57.28	0	\$0.00	\$57.28
016-111-30	630M	12	1	\$57.28	1	\$58.70	\$115.98
016-111-26	631	12	1	\$57.28	1	\$58.70	\$115.98
016-111-28	633	12	1	\$57.28	1	\$58.70	\$115.98
016-112-01	634	12	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WILLIIOD	JI 111 1 OI	(1101 \mil	2111 01 11001		W ILLO	WILDEL II (C	KLHOLO
016-112-02	635	12	1	\$57.28	1	\$58.70	\$115.98
016-112-03	636	12	1	\$57.28	0	\$0.00	\$57.28
016-112-04	637	12	1	\$57.28	1	\$58.70	\$115.98
016-112-05	638	12	1	\$57.28	1	\$58.70	\$115.98
016-112-06	639	12	1	\$57.28	1	\$58.70	\$115.98
016-112-07	640	12	1	\$57.28	1	\$58.70	\$115.98
016-112-09	641	12	1	\$57.28	1	\$58.70	\$115.98
016-112-11	642	12	1	\$57.28	1	\$58.70	\$115.98
016-112-18	644M	13	1	\$57.28	1	\$58.70	\$115.98
016-113-01	645	12	1	\$57.28	1	\$58.70	\$115.98
016-113-02	646	12	1	\$57.28	0	\$0.00	\$57.28
016-113-03	647	12	1	\$57.28	1	\$58.70	\$115.98
016-113-04	648	11	1	\$57.28	1	\$58.70	\$115.98
016-113-05	649	11	1	\$57.28	1	\$58.70	\$115.98
016-113-06	650	11	1	\$57.28	0	\$0.00	\$57.28
016-113-07	651	11	1	\$57.28	1	\$58.70	\$115.98
016-113-11	652	12	1	\$57.28	1	\$58.70	\$115.98
016-113-12	653	12	1	\$57.28	1	\$58.70	\$115.98
016-113-13	654	12	1	\$57.28	1	\$58.70	\$115.98
016-113-14	655	12	1	\$57.28	1	\$58.70	\$115.98
016-113-15	656	12	1	\$57.28	1	\$58.70	\$115.98
016-113-20	657	11	1	\$57.28	1	\$58.70	\$115.98
016-114-01	658	12	1	\$57.28	0	\$0.00	\$57.28
016-121-04	659	13	1	\$57.28	1	\$58.70	\$115.98
016-121-06	660	12	1	\$57.28	1	\$58.70	\$115.98
016-121-07	661	12	1	\$57.28	1	\$58.70	\$115.98
016-121-08	662	13	1	\$57.28	0	\$0.00	\$57.28
016-121-10	663	13	1	\$57.28	1	\$58.70	\$115.98
016-121-11	664	13	1	\$57.28	1	\$58.70	\$115.98
016-121-12	665	12	1	\$57.28	0	\$0.00	\$57.28
016-121-17	666	13	1	\$57.28	0	\$0.00	\$57.28
016-121-18	667	13	1	\$57.28	1	\$58.70	\$115.98
016-122-01	668	8	1	\$57.28	1	\$58.70	\$115.98
016-122-02	669	8	1	\$57.28	1	\$58.70	\$115.98
016-122-03	670	8	1	\$57.28	1	\$58.70	\$115.98
016-122-04	671	13	1	\$57.28	1	\$58.70	\$115.98
016-122-05	672	13	1	\$57.28	1	\$58.70	\$115.98
016-122-06	673	13	1	\$57.28	0	\$0.00	\$57.28
016-122-07	674	13	1	\$57.28	1	\$58.70	\$115.98
016-122-08	675	13	1	\$57.28	1	\$58.70	\$115.98
016-122-09	676	13	1	\$57.28	1	\$58.70	\$115.98
016-122-11	677	13	1	\$57.28	0	\$0.00	\$57.28
016-131-02	678	12	1	\$57.28	1	\$58.70	\$115.98
016-131-03	679	12	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF		ICT TO TAME	111 01 11001	3001/121 (1	C ILLO	VIIDEE II (C	KLHOLO
016-131-04	680	12	1	\$57.28	1	\$58.70	\$115.98
016-131-09	681	12	0	\$0.00	0	\$0.00	\$0.00
016-131-10	682	12	1	\$57.28	1	\$58.70	\$115.98
016-131-11	683	12	1	\$57.28	1	\$58.70	\$115.98
016-131-13	684	12	0	\$0.00	0	\$0.00	\$0.00
016-131-14	685	12	1	\$57.28	1	\$58.70	\$115.98
016-132-01	686	12	1	\$57.28	1	\$58.70	\$115.98
016-132-02	687	12	1	\$57.28	1	\$58.70	\$115.98
016-132-03	688	12	1	\$57.28	1	\$58.70	\$115.98
016-132-04	689	12	1	\$57.28	0	\$0.00	\$57.28
016-132-09	690	12	1	\$57.28	1	\$58.70	\$115.98
016-132-10	691	12	1	\$57.28	0	\$0.00	\$57.28
016-132-11	692	12	1	\$57.28	0	\$0.00	\$57.28
016-132-13	693	12	1	\$57.28	1	\$58.70	\$115.98
016-132-14	694	12	1	\$57.28	1	\$58.70	\$115.98
016-132-15	695	12	1	\$57.28	1	\$58.70	\$115.98
016-133-01	696	12	1	\$57.28	1	\$58.70	\$115.98
016-133-02	697	12	1	\$57.28	1	\$58.70	\$115.98
016-133-03	698	12	1	\$57.28	1	\$58.70	\$115.98
016-133-04	699	12	1	\$57.28	1	\$58.70	\$115.98
016-133-05	700	12	1	\$57.28	1	\$58.70	\$115.98
016-133-06	701	12	1	\$57.28	1	\$58.70	\$115.98
016-133-07	702	12	1	\$57.28	1	\$58.70	\$115.98
016-133-08	703	12	1	\$57.28	1	\$58.70	\$115.98
016-134-02	704	12	1	\$57.28	1	\$58.70	\$115.98
016-134-03	705	12	1	\$57.28	1	\$58.70	\$115.98
016-134-04	706	12	1	\$57.28	0	\$0.00	\$57.28
016-134-05	707	12	1	\$57.28	0	\$0.00	\$57.28
016-134-06	708	12	1	\$57.28	1	\$58.70	\$115.98
016-134-07	709	12	1	\$57.28	1	\$58.70	\$115.98
016-134-09	710	12	1	\$57.28	1	\$58.70	\$115.98
016-134-12	711	12	1	\$57.28	1	\$58.70	\$115.98
016-141-01	712	12	1	\$57.28	1	\$58.70	\$115.98
016-141-02	713	12	1	\$57.28	1	\$58.70	\$115.98
016-141-03	714	12	1	\$57.28	1	\$58.70	\$115.98
016-141-04	715	12	1	\$57.28	1	\$58.70	\$115.98
016-141-05	716	12	1	\$57.28	1	\$58.70	\$115.98
016-141-09	717	8	1	\$57.28	1	\$58.70	\$115.98
016-141-10	718	8	1	\$57.28	1	\$58.70	\$115.98
016-141-11	719	8	1	\$57.28	1	\$58.70	\$115.98
016-141-12	720	12	1	\$57.28	0	\$0.00	\$57.28
016-141-13	721	12	1	\$57.28	0	\$0.00	\$57.28
016-141-14	722	12	1	\$57.28	0	\$0.00	\$57.28
016-141-15	723	12	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MILITIOD C	71 711 1 010		2111 01 71001		W ILLO	WINDEL IIIO	KLHOLO
016-141-18	724	8	1	\$57.28	1	\$58.70	\$115.98
016-141-21	725	8	1	\$57.28	1	\$58.70	\$115.98
016-141-22	726	8	1	\$57.28	1	\$58.70	\$115.98
016-141-24	727	8	1	\$57.28	1	\$58.70	\$115.98
016-142-03	728	8	1	\$57.28	1	\$58.70	\$115.98
016-142-04	729	8	1	\$57.28	1	\$58.70	\$115.98
016-142-05	730	12	1	\$57.28	1	\$58.70	\$115.98
016-142-11	731	12	1	\$57.28	1	\$58.70	\$115.98
016-142-12	732	12	1	\$57.28	1	\$58.70	\$115.98
016-142-13	733	12	1	\$57.28	1	\$58.70	\$115.98
016-142-15	734	8	1	\$57.28	1	\$58.70	\$115.98
016-142-16	735	8	1	\$57.28	1	\$58.70	\$115.98
016-142-17	736	12	1	\$57.28	1	\$58.70	\$115.98
016-142-18	737	12	1	\$57.28	1	\$58.70	\$115.98
016-142-19	738	12	1	\$57.28	0	\$0.00	\$57.28
016-142-20	739	12	1	\$57.28	1	\$58.70	\$115.98
016-142-25	740M	12	1	\$57.28	1	\$58.70	\$115.98
016-142-23	741	12	1	\$57.28	1	\$58.70	\$115.98
016-151-01	743	8	1	\$57.28	1	\$58.70	\$115.98
016-151-03	744	8	1	\$57.28	1	\$58.70	\$115.98
016-151-04	745	8	1	\$57.28	1	\$58.70	\$115.98
016-151-05	746	8	1	\$57.28	1	\$58.70	\$115.98
016-151-06	747	8	1	\$57.28	0	\$0.00	\$57.28
016-151-07	748	8	1	\$57.28	1	\$58.70	\$115.98
016-151-08	749	8	1	\$57.28	1	\$58.70	\$115.98
016-152-01	750	8	1	\$57.28	1	\$58.70	\$115.98
016-152-02	751	8	1	\$57.28	1	\$58.70	\$115.98
016-152-03	752	8	1	\$57.28	1	\$58.70	\$115.98
016-152-04	753	8	1	\$57.28	1	\$58.70	\$115.98
016-152-05	754	8	1	\$57.28	1	\$58.70	\$115.98
016-152-06	755	8	1	\$57.28	1	\$58.70	\$115.98
016-152-07	756	8	1	\$57.28	1	\$58.70	\$115.98
016-152-08	757	8	1	\$57.28	1	\$58.70	\$115.98
016-152-09	758	8	1	\$57.28	1	\$58.70	\$115.98
016-152-10	759	8	1	\$57.28	1	\$58.70	\$115.98
016-152-13	760	8	1	\$57.28	1	\$58.70	\$115.98
016-152-14	761	8	1	\$57.28	1	\$58.70	\$115.98
016-152-15	762	8	1	\$57.28	1	\$58.70	\$115.98
016-152-16	763	8	1	\$57.28	1	\$58.70	\$115.98
016-152-17	764	8	1	\$57.28	1	\$58.70	\$115.98
016-152-18	765	8	1	\$57.28	1	\$58.70	\$115.98
016-152-19	766	8	1	\$57.28	1	\$58.70	\$115.98
016-152-20	767	8	1	\$57.28	1	\$58.70	\$115.98
016-152-21	768	8	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD O	1 111 1 01	CITOT WILL	111 01 11001	2001/11/1	C ILLO	VIIDEE II (C.	KLHOLO
016-152-22	769	8	1	\$57.28	1	\$58.70	\$115.98
016-152-23	770	8	1	\$57.28	1	\$58.70	\$115.98
016-153-01	771	8	1	\$57.28	1	\$58.70	\$115.98
016-153-02	772	8	1	\$57.28	1	\$58.70	\$115.98
016-153-03	773	8	1	\$57.28	1	\$58.70	\$115.98
016-153-04	774	8	1	\$57.28	1	\$58.70	\$115.98
016-153-05	775	8	1	\$57.28	1	\$58.70	\$115.98
016-153-06	776	8	1	\$57.28	1	\$58.70	\$115.98
016-153-07	777	8	1	\$57.28	1	\$58.70	\$115.98
016-153-08	778	8	1	\$57.28	0	\$0.00	\$57.28
016-153-09	779	8	1	\$57.28	1	\$58.70	\$115.98
016-153-10	780	8	1	\$57.28	1	\$58.70	\$115.98
016-153-11	781	8	1	\$57.28	0	\$0.00	\$57.28
016-154-04	782	8	1	\$57.28	1	\$58.70	\$115.98
016-154-05	783	8	1	\$57.28	1	\$58.70	\$115.98
016-154-06	784	8	1	\$57.28	1	\$58.70	\$115.98
016-154-07	785	8	1	\$57.28	1	\$58.70	\$115.98
016-154-08	786	8	1	\$57.28	1	\$58.70	\$115.98
016-161-01	787	8	1	\$57.28	1	\$58.70	\$115.98
016-161-55	788M	8	1	\$57.28	1	\$58.70	\$115.98
016-161-07	789	12	1	\$57.28	0	\$0.00	\$57.28
016-161-15	790	12	1	\$57.28	1	\$58.70	\$115.98
016-161-16	791	12	1	\$57.28	1	\$58.70	\$115.98
016-161-17	792	12	1	\$57.28	1	\$58.70	\$115.98
016-161-18	793	12	1	\$57.28	1	\$58.70	\$115.98
016-161-19	794	12	1	\$57.28	1	\$58.70	\$115.98
016-161-20	795	12	1	\$57.28	1	\$58.70	\$115.98
016-161-21	796	12	1	\$57.28	1	\$58.70	\$115.98
016-161-22	797	8	1	\$57.28	1	\$58.70	\$115.98
016-161-27	798	12	1	\$57.28	1	\$58.70	\$115.98
016-161-28	799	12	1	\$57.28	1	\$58.70	\$115.98
016-161-29	800	12	1	\$57.28	1	\$58.70	\$115.98
016-161-34	801	12	0	\$0.00	0	\$0.00	\$0.00
016-161-36	802	12	0	\$0.00	0	\$0.00	\$0.00
016-161-39	803	8	0	\$0.00	0	\$0.00	\$0.00
016-161-42	805	12	1	\$57.28	1	\$58.70	\$115.98
016-161-46	806	12	0	\$0.00	0	\$0.00	\$0.00
016-161-48	807 808	12 12	1	\$57.28	1	\$58.70	\$115.98
016-161-49			1	\$57.28	1	\$58.70	\$115.98
016-161-50 016-161-51	809 810	12 12	1 1	\$57.28	1 1	\$58.70	\$115.98
016-161-51	811	12	1	\$57.28	1	\$58.70	\$115.98
016-161-52	812	12	1	\$57.28	1	\$58.70	\$115.98
016-161-54	813	12	1	\$57.28	1	\$58.70	\$115.98
010-101-04	010	14	1	\$57.28	Į	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD O	11110	KIIOI (IVIL)	111 01 71001	2001/12111	W IIIIO	VIIDEE II (C	KE/10E0
016-162-01	814	12	0	\$0.00	0	\$0.00	\$0.00
016-162-02	815	12	1	\$57.28	1	\$58.70	\$115.98
016-163-01	816	12	1	\$57.28	1	\$58.70	\$115.98
016-163-02	817	12	1	\$57.28	1	\$58.70	\$115.98
016-163-03	818	12	1	\$57.28	1	\$58.70	\$115.98
016-163-04	819	12	1	\$57.28	1	\$58.70	\$115.98
016-163-05	820	12	1	\$57.28	1	\$58.70	\$115.98
016-163-06	821	12	1	\$57.28	1	\$58.70	\$115.98
016-163-07	822	12	1	\$57.28	1	\$58.70	\$115.98
016-163-08	823	12	1	\$57.28	1	\$58.70	\$115.98
016-163-09	824	12	1	\$57.28	1	\$58.70	\$115.98
016-163-10	825	12	1	\$57.28	0	\$0.00	\$57.28
016-163-11	826	12	1	\$57.28	0	\$0.00	\$57.28
016-163-12	827	12	1	\$57.28	1	\$58.70	\$115.98
016-163-13	828	12	1	\$57.28	1	\$58.70	\$115.98
016-172-01	829	8	1	\$57.28	0	\$0.00	\$57.28
016-172-02	830	8	0	\$0.00	0	\$0.00	\$0.00
016-173-01	831	8	1	\$57.28	1	\$58.70	\$115.98
016-173-02	832	8	1	\$57.28	0	\$0.00	\$57.28
016-173-03	833	8	1	\$57.28	1	\$58.70	\$115.98
016-173-04	834	8	1	\$57.28	1	\$58.70	\$115.98
016-173-05	835	8	1	\$57.28	0	\$0.00	\$57.28
016-173-06	836	8	1	\$57.28	1	\$58.70	\$115.98
016-173-07	837	8	1	\$57.28	0	\$0.00	\$57.28
016-173-08	838	8	1	\$57.28	1	\$58.70	\$115.98
016-173-09	839	8	1	\$57.28	1	\$58.70	\$115.98
016-173-10	840	8	1	\$57.28	1	\$58.70	\$115.98
016-173-11	841	8	1	\$57.28	1	\$58.70	\$115.98
016-173-12	842	8	1	\$57.28	1	\$58.70	\$115.98
016-173-13	843	8	1	\$57.28	1	\$58.70	\$115.98
016-173-14	844	8	1	\$57.28	0	\$0.00	\$57.28
016-173-15	845	8	0	\$0.00	0	\$0.00	\$0.00
016-174-01	846	8	1	\$57.28	1	\$58.70	\$115.98
016-174-02	847	8	1	\$57.28	1	\$58.70	\$115.98
016-174-03	848	8	1	\$57.28	1	\$58.70	\$115.98
016-174-04	849	8	1	\$57.28	1	\$58.70	\$115.98
016-174-05	850	8	1	\$57.28	1	\$58.70	\$115.98
016-174-06	851	8	1	\$57.28	1	\$58.70	\$115.98
016-174-07	852	8	1	\$57.28	1	\$58.70	\$115.98
016-174-08	853	8	1	\$57.28	1	\$58.70	\$115.98
016-174-09	854	8	1	\$57.28	1	\$58.70	\$115.98
016-174-10	855	8	1	\$57.28	1	\$58.70	\$115.98
016-174-11	856	8	1	\$57.28	1	\$58.70	\$115.98
016-174-12	857	8	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF		KIIOI WILI	11 01 11001		C ILLO	WILDEL II (C	KLHOLO
016-174-13	858	8	1	\$57.28	0	\$0.00	\$57.28
016-174-14	859	8	1	\$57.28	1	\$58.70	\$115.98
016-174-15	860	8	1	\$57.28	1	\$58.70	\$115.98
016-174-16	861	8	1	\$57.28	1	\$58.70	\$115.98
016-174-17	862	8	1	\$57.28	1	\$58.70	\$115.98
016-174-18	863	8	1	\$57.28	1	\$58.70	\$115.98
016-174-19	864	8	1	\$57.28	1	\$58.70	\$115.98
016-174-20	865	8	1	\$57.28	1	\$58.70	\$115.98
016-175-01	866	8	1	\$57.28	1	\$58.70	\$115.98
016-175-02	867	8	1	\$57.28	1	\$58.70	\$115.98
016-175-03	868	8	1	\$57.28	0	\$0.00	\$57.28
016-181-01	869	13	1	\$57.28	1	\$58.70	\$115.98
016-181-02	870	13	1	\$57.28	1	\$58.70	\$115.98
016-181-06	871	8	1	\$57.28	1	\$58.70	\$115.98
016-181-10	872	13	1	\$57.28	1	\$58.70	\$115.98
016-181-12	873	8	1	\$57.28	1	\$58.70	\$115.98
016-181-15	874	8	1	\$57.28	1	\$58.70	\$115.98
016-181-16	875	8	1	\$57.28	1	\$58.70	\$115.98
016-181-17	876	8	1	\$57.28	1	\$58.70	\$115.98
016-181-18	877	13	1	\$57.28	1	\$58.70	\$115.98
016-181-19	878	13	1	\$57.28	1	\$58.70	\$115.98
016-181-20	879	8	0	\$0.00	0	\$0.00	\$0.00
016-181-21	880	8	1	\$57.28	1	\$58.70	\$115.98
016-181-22	881	8	1	\$57.28	1	\$58.70	\$115.98
016-181-23	882	8	1	\$57.28	1	\$58.70	\$115.98
016-181-25	883	13	1	\$57.28	1	\$58.70	\$115.98
016-182-01	884	8	1	\$57.28	1	\$58.70	\$115.98
016-182-02	885	8	1	\$57.28	1	\$58.70	\$115.98
016-182-03	886	8	1	\$57.28	0	\$0.00	\$57.28
016-182-04	887	8	1	\$57.28	1	\$58.70	\$115.98
016-182-05	888	8	1	\$57.28	1	\$58.70	\$115.98
016-182-06	889	8	1	\$57.28	1	\$58.70	\$115.98
016-182-07	890	8	1	\$57.28	1	\$58.70	\$115.98
016-182-08	891	8	1	\$57.28	1	\$58.70	\$115.98
016-182-10	892	8	0	\$0.00	0	\$0.00	\$0.00
016-183-01	893	8	1	\$57.28	1	\$58.70	\$115.98
016-183-02	894	8	1	\$57.28	0	\$0.00	\$57.28
016-191-09	895	8	1	\$57.28	1	\$58.70	\$115.98
016-191-10	896	8	1	\$57.28	1	\$58.70	\$115.98
016-191-13	897	8	1	\$57.28	1	\$58.70	\$115.98
016-191-14	898	8	1	\$57.28	1	\$58.70	\$115.98
016-191-15	899	8	1	\$57.28	0	\$0.00	\$57.28
016-191-16	900	8	1	\$57.28	1	\$58.70	\$115.98
016-191-17	901	8	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WEIIIOD (J1 111 1 O1		EIVI OI 1100	LOUNILIVI	W ILLO	WINDLE IIIO	KLHOLO
016-191-18	902	8	1	\$57.28	1	\$58.70	\$115.98
016-191-19	903	8	1	\$57.28	1	\$58.70	\$115.98
016-191-20	904	8	1	\$57.28	1	\$58.70	\$115.98
016-191-21	905	8	1	\$57.28	1	\$58.70	\$115.98
016-191-22	906	8	1	\$57.28	1	\$58.70	\$115.98
016-191-24	907	8	1	\$57.28	1	\$58.70	\$115.98
016-201-01	908	8	1	\$57.28	1	\$58.70	\$115.98
016-201-02	909	8	1	\$57.28	1	\$58.70	\$115.98
016-201-03	910	8	1	\$57.28	1	\$58.70	\$115.98
016-201-13	911	8	1	\$57.28	1	\$58.70	\$115.98
016-201-22	912M	8	1	\$57.28	1	\$58.70	\$115.98
016-201-15	913	8	1	\$57.28	0	\$0.00	\$57.28
016-201-16	914	8	1	\$57.28	1	\$58.70	\$115.98
016-201-20	916	8	1	\$57.28	0	\$0.00	\$57.28
016-201-21	917	8	1	\$57.28	1	\$58.70	\$115.98
016-202-01	918	8	1	\$57.28	0	\$0.00	\$57.28
016-202-02	919	8	1	\$57.28	1	\$58.70	\$115.98
016-202-03	920	8	1	\$57.28	1	\$58.70	\$115.98
016-203-01	921	8	1	\$57.28	1	\$58.70	\$115.98
016-203-08	922	8	1	\$57.28	1	\$58.70	\$115.98
016-203-09	923	8	0	\$0.00	0	\$0.00	\$0.00
016-203-10	924	8	1	\$57.28	1	\$58.70	\$115.98
016-203-11	925	8	1	\$57.28	1	\$58.70	\$115.98
016-203-12	926	8	1	\$57.28	1	\$58.70	\$115.98
016-203-13	927	8	1	\$57.28	1	\$58.70	\$115.98
016-203-14	928	8	1	\$57.28	1	\$58.70	\$115.98
016-203-15	929	8	1	\$57.28	1	\$58.70	\$115.98
016-203-16	930	8	1	\$57.28	1	\$58.70	\$115.98
016-203-18	931	8	1	\$57.28	1	\$58.70	\$115.98
016-213-03	932	6	1	\$57.28	0	\$0.00	\$57.28
016-213-05	933	6	1	\$57.28	1	\$58.70	\$115.98
016-213-06	934	6	1	\$57.28	0	\$0.00	\$57.28
016-213-07	935	6	1	\$57.28	1	\$58.70	\$115.98
016-213-08	936	6	1	\$57.28	1	\$58.70	\$115.98
016-213-09	937	6	1	\$57.28	1	\$58.70	\$115.98
016-213-12	938	7	2.975	\$170.40	2.97	\$174.34	\$344.74
016-213-13	939	7	7.54	\$431.92	0	\$0.00	\$431.92
016-213-14	940	6	1	\$57.28	0	\$0.00	\$57.28
016-213-15	941	6	0	\$0.00	0	\$0.00	\$0.00
016-231-05	942	6	0	\$0.00	0	\$0.00	\$0.00
016-241-06	943	7	1	\$57.28	1	\$58.70	\$115.98
016-241-22	944M	6	1	\$57.28	1	\$58.70	\$115.98
016-241-09	945	6	1	\$57.28	1	\$58.70	\$115.98
016-241-23	947M	6	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

016-241-21	949	6	1	\$57.28	1	\$58.70	\$115.98
016-242-08	950	7	1	\$57.28	1	\$58.70	\$115.98
016-242-09	951	7	0	\$0.00	0	\$0.00	\$0.00
016-242-12	952	7	1	\$57.28	1	\$58.70	\$115.98
016-242-13	953	7	0	\$0.00	0	\$0.00	\$0.00
016-242-23	954	6	0	\$0.00	0	\$0.00	\$0.00
016-242-32	955M	6	1	\$57.28	1	\$58.70	\$115.98
016-242-25	956	6	1	\$57.28	1	\$58.70	\$115.98
016-242-32	957	6	1	\$57.28	1	\$58.70	\$115.98
016-242-27	958	6	1	\$57.28	1	\$58.70	\$115.98
016-242-28	959	6	1	\$57.28	1	\$58.70	\$115.98
016-242-30	960	6	1	\$57.28	1	\$58.70	\$115.98
016-242-31	961	6	1.5	\$85.94	1.5	\$88.06	\$174.00
016-261-02	962	6	1	\$57.28	1	\$58.70	\$115.98
016-261-03	963	7	1	\$57.28	1	\$58.70	\$115.98
016-261-05	964	7	0	\$0.00	0	\$0.00	\$0.00
016-261-06	965	7	0	\$0.00	0	\$0.00	\$0.00
016-261-09	966	7	0	\$0.00	0	\$0.00	\$0.00
016-261-10	967	7	1	\$57.28	1	\$58.70	\$115.98
016-261-11	968	7	1	\$57.28	1	\$58.70	\$115.98
016-271-10	969	7	1	\$57.28	1	\$58.70	\$115.98
016-271-11	970	7	0	\$0.00	0	\$0.00	\$0.00
016-271-16	971	7	0	\$0.00	0	\$0.00	\$0.00
016-281-01	972	3	1	\$57.28	0	\$0.00	\$57.28
016-281-02	973	3	1	\$57.28	1	\$58.70	\$115.98
016-281-03	974	3	1	\$57.28	1	\$58.70	\$115.98
016-281-04	975	3	1	\$57.28	1	\$58.70	\$115.98
016-281-05	976	3	1	\$57.28	1	\$58.70	\$115.98
016-281-06	977	3	1	\$57.28	1	\$58.70	\$115.98
016-281-07	978	3	1	\$57.28	1	\$58.70	\$115.98
016-281-08	979	3	1	\$57.28	1	\$58.70	\$115.98
016-281-09	980	3	1	\$57.28	1	\$58.70	\$115.98
016-281-10	981	3	1	\$57.28	0	\$0.00	\$57.28
016-281-11	982	4	1	\$57.28	1	\$58.70	\$115.98
016-281-12	983	4	1	\$57.28	1	\$58.70	\$115.98
016-281-13	984	4	1	\$57.28	1	\$58.70	\$115.98
016-281-14	985	4	1	\$57.28	1	\$58.70	\$115.98
016-281-15	986	4	1	\$57.28	1	\$58.70	\$115.98
016-281-16	987	3	1	\$57.28	1	\$58.70	\$115.98
016-281-17	988	3	1	\$57.28	1	\$58.70	\$115.98
016-281-18	989	3	1	\$57.28	1	\$58.70	\$115.98
016-281-19	990	3	1	\$57.28	1	\$58.70	\$115.98
016-281-20	991	3	1	\$57.28	1	\$58.70	\$115.98
016-281-21	992	3	1	\$57.28	0	\$0.00	\$57.28

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	MIONI	OTTILL)I HOOL	JOINIE 1 1 G	C TILLO	VIIDEE II (CI	LITOLO
016-281-22	993	3	1	\$57.28	1	\$58.70	\$115.98
016-281-23	994	3	1	\$57.28	1	\$58.70	\$115.98
016-281-24	995	4	1	\$57.28	0	\$0.00	\$57.28
016-281-25	996	4	1	\$57.28	1	\$58.70	\$115.98
016-281-26	997	3	1	\$57.28	1	\$58.70	\$115.98
016-281-27	998	3	1	\$57.28	1	\$58.70	\$115.98
016-281-28	999	3	1	\$57.28	1	\$58.70	\$115.98
016-281-29	1000	3	1	\$57.28	1	\$58.70	\$115.98
016-281-30	1001	3	1	\$57.28	1	\$58.70	\$115.98
016-281-31	1002	3	1	\$57.28	1	\$58.70	\$115.98
016-281-32	1003	3	1	\$57.28	0	\$0.00	\$57.28
016-282-01	1004	3	1	\$57.28	1	\$58.70	\$115.98
016-282-02	1005	3	1	\$57.28	1	\$58.70	\$115.98
016-282-03	1006	3	1	\$57.28	1	\$58.70	\$115.98
016-282-04	1007	3	1	\$57.28	1	\$58.70	\$115.98
016-282-05	1008	3	1	\$57.28	1	\$58.70	\$115.98
016-282-06	1009	3	1	\$57.28	1	\$58.70	\$115.98
016-282-07	1010	3	1	\$57.28	1	\$58.70	\$115.98
016-282-08	1011	3	1	\$57.28	1	\$58.70	\$115.98
016-283-01	1012	3	1	\$57.28	1	\$58.70	\$115.98
016-283-02	1013	3	1	\$57.28	1	\$58.70	\$115.98
016-283-03	1014	3	1	\$57.28	1	\$58.70	\$115.98
016-283-04	1015	3	1	\$57.28	1	\$58.70	\$115.98
016-283-05	1016	3	1	\$57.28	1	\$58.70	\$115.98
016-283-06	1017	3	1	\$57.28	1	\$58.70	\$115.98
016-283-07	1018	3	1	\$57.28	1	\$58.70	\$115.98
016-283-08	1019	3	1	\$57.28	1	\$58.70	\$115.98
016-283-09	1020	3	1	\$57.28	1	\$58.70	\$115.98
016-283-10	1021	3	1	\$57.28	1	\$58.70	\$115.98
016-283-11	1022	3	1	\$57.28	1	\$58.70	\$115.98
016-291-06	1023	7	1	\$57.28	0	\$0.00	\$57.28
016-291-07	1024	7	1	\$57.28	1	\$58.70	\$115.98
016-291-08	1025	7	1	\$57.28	1	\$58.70	\$115.98
016-291-09	1026	7	1	\$57.28	1	\$58.70	\$115.98
016-291-10	1027	7	1	\$57.28	1	\$58.70	\$115.98
016-291-11	1028	7	1	\$57.28	1	\$58.70	\$115.98
016-291-12	1029	7	1	\$57.28	1	\$58.70	\$115.98
016-291-13	1030	7	1	\$57.28	0	\$0.00	\$57.28
016-291-14	1031	7	1	\$57.28	1	\$58.70	\$115.98
016-291-16	1032	7	1	\$57.28	1	\$58.70	\$115.98
016-291-17	1033	7	1	\$57.28	1	\$58.70	\$115.98
016-291-18	1034	7	1	\$57.28	1	\$58.70	\$115.98
016-291-19	1035	7	1	\$57.28	1	\$58.70	\$115.98
016-291-20	1036	7	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	MIONII	OTTIVILITY	01 11001		œ mee v	VIIDEE II (C)	KE/KOE
016-291-21	1037	7	1	\$57.28	0	\$0.00	\$57.28
016-291-22	1038	7	1	\$57.28	1	\$58.70	\$115.98
016-291-23	1039	7	1	\$57.28	1	\$58.70	\$115.98
016-291-24	1040	7	1	\$57.28	1	\$58.70	\$115.98
016-291-25	1041	7	1	\$57.28	0	\$0.00	\$57.28
016-291-29	1042	7	1	\$57.28	1	\$58.70	\$115.98
016-291-40	1043	7	1	\$57.28	1	\$58.70	\$115.98
016-291-41	1044	7	1	\$57.28	0	\$0.00	\$57.28
016-291-43	1045	7	1	\$57.28	1	\$58.70	\$115.98
016-291-46	1046	7	0	\$0.00	0	\$0.00	\$0.00
016-291-52	1047	7	1	\$57.28	1	\$58.70	\$115.98
016-291-54	1048	7	1	\$57.28	0	\$0.00	\$57.28
016-301-01	1049	6	1	\$57.28	1	\$58.70	\$115.98
016-301-02	1050	6	1	\$57.28	1	\$58.70	\$115.98
016-301-03	1051	6	1	\$57.28	1	\$58.70	\$115.98
016-301-04	1052	6	1	\$57.28	1	\$58.70	\$115.98
016-301-05	1053	6	1	\$57.28	1	\$58.70	\$115.98
016-301-06	1054	6	1	\$57.28	1	\$58.70	\$115.98
016-301-07	1055	6	1	\$57.28	1	\$58.70	\$115.98
016-301-08	1056	6	1	\$57.28	1	\$58.70	\$115.98
016-301-09	1057	6	1	\$57.28	0	\$0.00	\$57.28
016-301-10	1058	6	1	\$57.28	1	\$58.70	\$115.98
016-301-11	1059	6	1	\$57.28	1	\$58.70	\$115.98
016-301-12	1060	6	1	\$57.28	1	\$58.70	\$115.98
016-301-13	1061	6	1	\$57.28	1	\$58.70	\$115.98
016-301-14	1062	6	1	\$57.28	1	\$58.70	\$115.98
016-301-15	1063	6	1	\$57.28	1	\$58.70	\$115.98
016-301-16	1064	6	1	\$57.28	1	\$58.70	\$115.98
016-301-17	1065	6	1	\$57.28	0	\$0.00	\$57.28
016-301-18	1066	6	0	\$0.00	0	\$0.00	\$0.00
016-301-19	1067	6	1	\$57.28	0	\$0.00	\$57.28
016-301-20	1068	6	0	\$0.00	0	\$0.00	\$0.00
016-301-22	1069	6	1	\$57.28	1	\$58.70	\$115.98
016-301-23	1070	6	0	\$0.00	0	\$0.00	\$0.00
016-302-01	1071	6	1	\$57.28	1	\$58.70	\$115.98
016-302-02	1072	6	1	\$57.28	1	\$58.70	\$115.98
016-302-03	1073	6	1	\$57.28	1	\$58.70	\$115.98
016-302-04	1074	6	0	\$0.00	0	\$0.00	\$0.00
016-302-05	1075	6	1	\$57.28	1	\$58.70	\$115.98
016-302-06	1076	6	0	\$0.00	0	\$0.00	\$0.00
016-302-07	1077	6	1	\$57.28	1	\$58.70	\$115.98
016-302-08	1078	6	1	\$57.28	1	\$58.70	\$115.98
016-302-09	1079	6	1	\$57.28	1	\$58.70	\$115.98
016-302-10	1080	6	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	11110	MIIOI WIL	11 01 11001	LOUIVILIVI	a melo w	TIDLE II (C	KE/10E0
016-302-11	1081	6	0	\$0.00	0	\$0.00	\$0.00
016-302-31	1082M	6	1	\$57.28	1	\$58.70	\$115.98
016-302-14	1084	6	1	\$57.28	1	\$58.70	\$115.98
016-302-15	1085	6	1	\$57.28	1	\$58.70	\$115.98
016-302-20	1086	6	1	\$57.28	0	\$0.00	\$57.28
016-302-21	1087	6	1	\$57.28	1	\$58.70	\$115.98
016-302-32	1088M	6	1	\$57.28	1	\$58.70	\$115.98
016-302-24	1090	6	1	\$57.28	1	\$58.70	\$115.98
016-302-25	1091	6	0	\$0.00	0	\$0.00	\$0.00
016-302-26	1092	6	0	\$0.00	0	\$0.00	\$0.00
016-302-27	1093	6	1	\$57.28	1	\$58.70	\$115.98
016-302-28	1094	6	0	\$0.00	0	\$0.00	\$0.00
016-302-29	1095	6	1	\$57.28	1	\$58.70	\$115.98
016-302-30	1096	6	1	\$57.28	1	\$58.70	\$115.98
016-310-01	1097	7	1	\$57.28	1	\$58.70	\$115.98
016-310-02	1098	7	1	\$57.28	1	\$58.70	\$115.98
016-310-03	1099	7	1	\$57.28	0	\$0.00	\$57.28
016-310-04	1100	7	1	\$57.28	1	\$58.70	\$115.98
016-310-05	1101	7	1	\$57.28	1	\$58.70	\$115.98
016-310-06	1102	7	1	\$57.28	1	\$58.70	\$115.98
016-310-07	1103	7	1	\$57.28	1	\$58.70	\$115.98
016-310-08	1104	7	1	\$57.28	1	\$58.70	\$115.98
016-310-09	1105	7	1	\$57.28	1	\$58.70	\$115.98
016-310-10	1106	7	1	\$57.28	1	\$58.70	\$115.98
016-310-11	1107	7	1	\$57.28	1	\$58.70	\$115.98
016-310-12	1108	7	1	\$57.28	1	\$58.70	\$115.98
016-310-13	1109	7	1	\$57.28	1	\$58.70	\$115.98
016-310-14	1110	7	1	\$57.28	1	\$58.70	\$115.98
016-310-15	1111	7	1	\$57.28	0	\$0.00	\$57.28
016-310-18	1112	7	1	\$57.28	1	\$58.70	\$115.98
016-310-19	1113	7	1	\$57.28	1	\$58.70	\$115.98
016-310-20	1114	7	1	\$57.28	0	\$0.00	\$57.28
016-310-24	1115	7	0	\$0.00	0	\$0.00	\$0.00
016-310-25	1116	7	0	\$0.00	0	\$0.00	\$0.00
016-310-26	1117	7	0	\$0.00	0	\$0.00	\$0.00
016-310-27	1118	7	0	\$0.00	0	\$0.00	\$0.00
016-310-28	1119	7	0	\$0.00	0	\$0.00	\$0.00
016-310-29	1120	7	0	\$0.00	0	\$0.00	\$0.00
016-310-30	1121	7	0	\$0.00	0	\$0.00	\$0.00
016-310-31	1122	7	0	\$0.00	0	\$0.00	\$0.00
016-310-32	1123	7	0	\$0.00	0	\$0.00	\$0.00
016-310-33	1124	7	1	\$57.28	1	\$58.70	\$115.98
016-310-34	1125	7	1	\$57.28	1	\$58.70	\$115.98
016-321-01	1126	13	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WIETHOD O	r Al l'Oi	KIIONNIEN	or Assi	ESSMILINI	& ALLO	WADLE INC	KLASES
016-321-02	1127	13	1	\$57.28	0	\$0.00	\$57.28
016-321-03	1128	13	1	\$57.28	1	\$58.70	\$115.98
016-321-04	1129	10	1	\$57.28	1	\$58.70	\$115.98
016-321-05	1130	10	1	\$57.28	1	\$58.70	\$115.98
016-321-06	1131	10	1	\$57.28	1	\$58.70	\$115.98
016-321-07	1132	13	1	\$57.28	1	\$58.70	\$115.98
016-321-08	1133	13	1	\$57.28	1	\$58.70	\$115.98
016-321-09	1134	10	1	\$57.28	1	\$58.70	\$115.98
016-321-10	1135	10	1	\$57.28	1	\$58.70	\$115.98
016-322-01	1136	13	1	\$57.28	1	\$58.70	\$115.98
016-322-02	1137	13	1	\$57.28	1	\$58.70	\$115.98
016-322-03	1138	13	1	\$57.28	1	\$58.70	\$115.98
016-322-04	1139	13	1	\$57.28	1	\$58.70	\$115.98
016-322-05	1140	13	1	\$57.28	0	\$0.00	\$57.28
016-322-06	1141	13	1	\$57.28	1	\$58.70	\$115.98
016-322-07	1142	13	1	\$57.28	1	\$58.70	\$115.98
016-330-01	1143	11	1	\$57.28	1	\$58.70	\$115.98
016-330-02	1144	11	1	\$57.28	1	\$58.70	\$115.98
016-330-03	1145	11	1	\$57.28	1	\$58.70	\$115.98
016-330-04	1146	11	1	\$57.28	1	\$58.70	\$115.98
016-330-05	1147	11	1	\$57.28	1	\$58.70	\$115.98
016-330-06	1148	10	1	\$57.28	1	\$58.70	\$115.98
016-330-07	1149	10	1	\$57.28	1	\$58.70	\$115.98
016-330-08	1150	10	1	\$57.28	1	\$58.70	\$115.98
016-330-10	1151	10	1	\$57.28	1	\$58.70	\$115.98
016-330-11	1152	10	1	\$57.28	1	\$58.70	\$115.98
016-330-12	1153	11	1	\$57.28	1	\$58.70	\$115.98
016-330-13	1154	11	1	\$57.28	1	\$58.70	\$115.98
016-330-14	1155	11	1	\$57.28	1	\$58.70	\$115.98
017-181-01	1156	3	0	\$0.00	0	\$0.00	\$0.00
017-181-08	1157	3	0	\$0.00	0	\$0.00	\$0.00
017-181-09	1158	3	1	\$57.28	1	\$58.70	\$115.98
017-181-10	1159	3	1	\$57.28	1	\$58.70	\$115.98
017-181-11	1160	3	1	\$57.28	1	\$58.70	\$115.98
017-181-12	1161	3	1	\$57.28	1	\$58.70	\$115.98
017-181-16	1162	3	1	\$57.28	1	\$58.70	\$115.98
017-181-34	1163	3	1	\$57.28	0	\$0.00	\$57.28
017-181-35	1164	3	1	\$57.28	1	\$58.70	\$115.98
017-181-46	1165M	3	1	\$57.28	1	\$58.70	\$115.98
017-181-45	1166M	3	1	\$57.28	1	\$58.70	\$115.98
017-181-40	1168	3	1	\$57.28	1	\$58.70	\$115.98
017-181-41	1169	3	1	\$57.28	1	\$58.70	\$115.98
017-181-42	1170	3	1	\$57.28	1	\$58.70	\$115.98
017-181-44	1172	3	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

14117	11102 01	m r ORT	OTUILIT	01 1100	LOUIVILIT	& ILLO	WILDEL II (CI	LLIOLO
184	-010-09	1173	18	0	\$0.00	0	\$0.00	\$0.00
184	-010-15	1174	18	2.25	\$128.88	2.25	\$132.08	\$260.96
184	-010-16	1175	18	1	\$57.28	1	\$58.70	\$115.98
184	-010-49	1176	18	0	\$0.00	0	\$0.00	\$0.00
184	-010-50	1177	18	0	\$0.00	0	\$0.00	\$0.00
184	-010-51	1178	18	7.51	\$430.20	7.51	\$440.84	\$871.04
184	-010-52	1179	18	42	\$2,405.78	42	\$2,465.40	\$4,871.18
184	-010-53	1180	18	0	\$0.00	0	\$0.00	\$0.00
184	-020-03	1181	19	0	\$0.00	0	\$0.00	\$0.00
184	-020-04	1182	20	0	\$0.00	0	\$0.00	\$0.00
184	-020-05	1183	19	0	\$0.00	0	\$0.00	\$0.00
184	-020-06	1184	21	1	\$57.28	1	\$58.70	\$115.98
184	-020-07	1185	19	1	\$57.28	1	\$58.70	\$115.98
184	-030-01	1186	19	1	\$57.28	1	\$58.70	\$115.98
184	-030-04	1187	19	1	\$57.28	0	\$0.00	\$57.28
184	-030-05	1188	19	0	\$0.00	0	\$0.00	\$0.00
184	-030-16	1189	19	0	\$0.00	0	\$0.00	\$0.00
184	-030-17	1190	18	0	\$0.00	0	\$0.00	\$0.00
184	-041-01	1191	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-02	1192	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-03	1193	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-04	1194	21	1	\$57.28	0	\$0.00	\$57.28
184	-041-05	1195	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-06	1196	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-07	1197	21	1	\$57.28	0	\$0.00	\$57.28
184	-041-08	1198	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-09	1199	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-12	1200	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-13	1201	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-14	1202	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-15	1203	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-16	1204	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-17	1205	16	1	\$57.28	1	\$58.70	\$115.98
184	-041-18	1206	16	1	\$57.28	1	\$58.70	\$115.98
184	-041-20	1207	21	1	\$57.28	1	\$58.70	\$115.98
184	-041-21	1208	21	1	\$57.28	1	\$58.70	\$115.98
184	-042-01	1209	21	1	\$57.28	0	\$0.00	\$57.28
184	-042-02	1210	21	0	\$0.00	0	\$0.00	\$0.00
184	-042-03	1211	21	0	\$0.00	0	\$0.00	\$0.00
184	-042-04	1212	21	0	\$0.00	0	\$0.00	\$0.00
184	-042-05	1213	16	0	\$0.00	0	\$0.00	\$0.00
184	-043-01	1214	21	1	\$57.28	0	\$0.00	\$57.28
184	-043-02	1215	21	1	\$57.28	1	\$58.70	\$115.98
184	-043-03	1216	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WETHOD	31 1H 1 O1	TIOI WILL	111 01 11001	2001/12111	a mee	TIDLE II (C	KEHOLO
184-043-04	1217	21	1	\$57.28	1	\$58.70	\$115.98
184-043-05	1218	21	0	\$0.00	0	\$0.00	\$0.00
184-043-18	1219M	#N/A	1	\$57.28	1	\$58.70	\$115.98
184-043-07	1220	21	1	\$57.28	1	\$58.70	\$115.98
184-043-08	1221	21	1	\$57.28	1	\$58.70	\$115.98
184-043-09	1222	21	1	\$57.28	1	\$58.70	\$115.98
184-043-10	1223	21	1	\$57.28	0	\$0.00	\$57.28
184-043-11	1224	21	1	\$57.28	1	\$58.70	\$115.98
184-043-12	1225	21	1	\$57.28	1	\$58.70	\$115.98
184-043-13	1226	21	1	\$57.28	1	\$58.70	\$115.98
184-043-16	1228	21	1	\$57.28	1	\$58.70	\$115.98
184-043-17	1229	21	0	\$0.00	0	\$0.00	\$0.00
184-051-01	1230	21	1	\$57.28	1	\$58.70	\$115.98
184-051-02	1231	21	1	\$57.28	1	\$58.70	\$115.98
184-051-03	1232	21	1	\$57.28	1	\$58.70	\$115.98
184-051-04	1233	21	1	\$57.28	0	\$0.00	\$57.28
184-051-05	1234	21	1	\$57.28	1	\$58.70	\$115.98
184-051-06	1235	21	1	\$57.28	1	\$58.70	\$115.98
184-051-07	1236	21	1	\$57.28	1	\$58.70	\$115.98
184-052-01	1237	21	1	\$57.28	1	\$58.70	\$115.98
184-052-02	1238	21	1	\$57.28	1	\$58.70	\$115.98
184-052-03	1239	21	1	\$57.28	0	\$0.00	\$57.28
184-052-04	1240	21	1	\$57.28	1	\$58.70	\$115.98
184-052-05	1241	21	1	\$57.28	1	\$58.70	\$115.98
184-052-06	1242	21	1	\$57.28	1	\$58.70	\$115.98
184-052-07	1243	21	1	\$57.28	1	\$58.70	\$115.98
184-121-01	1244	20	1	\$57.28	1	\$58.70	\$115.98
184-121-02	1245	20	1	\$57.28	1	\$58.70	\$115.98
184-121-03	1246	23	1	\$57.28	1	\$58.70	\$115.98
184-121-04	1247	23	1	\$57.28	1	\$58.70	\$115.98
184-121-05	1248	23	1	\$57.28	1	\$58.70	\$115.98
184-121-06	1249	23	1	\$57.28	1	\$58.70	\$115.98
184-121-07	1250	23	1	\$57.28	1	\$58.70	\$115.98
184-131-01	1251	20	1	\$57.28	1	\$58.70	\$115.98
184-131-02	1252	20	1	\$57.28	1	\$58.70	\$115.98
184-131-03	1253	20	1	\$57.28	1	\$58.70	\$115.98
184-131-04	1254	20	1	\$57.28	1	\$58.70	\$115.98
184-131-05	1255	20	1	\$57.28	1	\$58.70	\$115.98
184-131-06	1256	20	1	\$57.28	1	\$58.70	\$115.98
184-131-07	1257	20	1	\$57.28	1	\$58.70	\$115.98
184-131-08	1258	20	1	\$57.28	1	\$58.70	\$115.98
184-131-09	1259	20	0	\$0.00	0	\$0.00	\$0.00
184-132-01	1260	20	0	\$0.00	0	\$0.00	\$0.00
184-132-02	1261	20	0	\$0.00	0	\$0.00	\$0.00

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	m i oni	IOI WILLIAI (71 71001		W ILLEO V	TIDLE IIIO	LINOLO
184-132-05	1262	20	0	\$0.00	0	\$0.00	\$0.00
184-132-06	1263	20	0	\$0.00	0	\$0.00	\$0.00
184-132-09	1264	20	1	\$57.28	1	\$58.70	\$115.98
184-132-10	1265	20	1	\$57.28	1	\$58.70	\$115.98
184-132-11	1266	20	1	\$57.28	1	\$58.70	\$115.98
184-132-12	1267	20	1	\$57.28	1	\$58.70	\$115.98
184-132-13	1268	20	1	\$57.28	1	\$58.70	\$115.98
184-132-14	1269	20	1	\$57.28	1	\$58.70	\$115.98
184-132-15	1270	20	1	\$57.28	1	\$58.70	\$115.98
184-132-16	1271	20	1	\$57.28	1	\$58.70	\$115.98
184-132-17	1272	20	1	\$57.28	1	\$58.70	\$115.98
184-132-18	1273	20	1	\$57.28	1	\$58.70	\$115.98
184-132-19	1274	20	1	\$57.28	1	\$58.70	\$115.98
184-132-20	1275	20	1	\$57.28	1	\$58.70	\$115.98
184-132-21	1276	20	1	\$57.28	1	\$58.70	\$115.98
184-132-22	1277	20	1	\$57.28	1	\$58.70	\$115.98
184-132-23	1278	20	1	\$57.28	1	\$58.70	\$115.98
184-132-24	1279	20	1	\$57.28	1	\$58.70	\$115.98
184-132-25	1280	20	1	\$57.28	1	\$58.70	\$115.98
184-132-26	1281	20	1	\$57.28	1	\$58.70	\$115.98
184-132-27	1282	20	1	\$57.28	1	\$58.70	\$115.98
184-132-28	1283	20	1	\$57.28	1	\$58.70	\$115.98
184-133-01	1284	20	1	\$57.28	1	\$58.70	\$115.98
184-133-02	1285	20	1	\$57.28	1	\$58.70	\$115.98
184-133-03	1286	20	1	\$57.28	0	\$0.00	\$57.28
184-133-04	1287	20	0	\$0.00	0	\$0.00	\$0.00
184-133-05	1288	20	1	\$57.28	1	\$58.70	\$115.98
184-133-06	1289	20	1	\$57.28	1	\$58.70	\$115.98
184-141-01	1290	23	1	\$57.28	1	\$58.70	\$115.98
184-141-02	1291	23	1	\$57.28	0	\$0.00	\$57.28
184-141-03	1292	23	1	\$57.28	1	\$58.70	\$115.98
184-141-04	1293	23	1	\$57.28	1	\$58.70	\$115.98
184-141-05	1294	23	1	\$57.28	1	\$58.70	\$115.98
184-141-06	1295	23	1	\$57.28	1	\$58.70	\$115.98
184-141-07	1296	23	1	\$57.28	1	\$58.70	\$115.98
184-141-08	1297	20	1	\$57.28	1	\$58.70	\$115.98
184-141-09	1298	20	1	\$57.28	1	\$58.70	\$115.98
184-142-01	1299	23	1	\$57.28	1	\$58.70	\$115.98
184-142-02	1300	23	1	\$57.28	1	\$58.70	\$115.98
184-142-03	1301	23	1	\$57.28	1	\$58.70	\$115.98
184-142-04	1302	23	1	\$57.28	1	\$58.70	\$115.98
184-142-05	1303	23	1	\$57.28	1	\$58.70	\$115.98
184-142-06	1304	23	1	\$57.28	0	\$0.00	\$57.28
184-142-07	1305	23	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	AFFORI	IOMMENI	OI ASS	ESSMIENI	& ALLOV	VADLE INCI	ALASES
184-142-08	1306	23	1	\$57.28	1	\$58.70	\$115.98
184-142-09	1307	23	1	\$57.28	1	\$58.70	\$115.98
184-142-10	1308	23	1	\$57.28	1	\$58.70	\$115.98
184-142-11	1309	23	1	\$57.28	1	\$58.70	\$115.98
184-142-12	1310	23	1	\$57.28	1	\$58.70	\$115.98
184-142-13	1311	23	1	\$57.28	1	\$58.70	\$115.98
184-142-14	1312	23	1	\$57.28	1	\$58.70	\$115.98
184-142-15	1313	23	1	\$57.28	1	\$58.70	\$115.98
184-142-16	1314	23	1	\$57.28	1	\$58.70	\$115.98
184-142-17	1315	23	1	\$57.28	1	\$58.70	\$115.98
184-142-18	1316	23	1	\$57.28	1	\$58.70	\$115.98
184-142-19	1317	23	1	\$57.28	1	\$58.70	\$115.98
184-142-20	1318	23	1	\$57.28	1	\$58.70	\$115.98
184-142-21	1319	20	1	\$57.28	1	\$58.70	\$115.98
184-142-22	1320	23	1	\$57.28	1	\$58.70	\$115.98
184-142-23	1321	23	1	\$57.28	1	\$58.70	\$115.98
184-142-24	1322	23	1	\$57.28	1	\$58.70	\$115.98
184-142-25	1323	23	1	\$57.28	1	\$58.70	\$115.98
184-142-26	1324	23	1	\$57.28	1	\$58.70	\$115.98
184-142-27	1325	23	1	\$57.28	1	\$58.70	\$115.98
184-142-28	1326	23	1	\$57.28	1	\$58.70	\$115.98
184-142-29	1327	23	1	\$57.28	0	\$0.00	\$57.28
184-142-30	1328	23	1	\$57.28	1	\$58.70	\$115.98
184-142-31	1329	23	1	\$57.28	1	\$58.70	\$115.98
184-142-32	1330	23	1	\$57.28	1	\$58.70	\$115.98
184-142-33	1331	23	1	\$57.28	1	\$58.70	\$115.98
184-143-01	1332	23	0	\$0.00	0	\$0.00	\$0.00
184-143-02	1333	23	1	\$57.28	1	\$58.70	\$115.98
184-143-03	1334	23	1	\$57.28	1	\$58.70	\$115.98
184-143-04	1335	23	1	\$57.28	1	\$58.70	\$115.98
184-143-07	1336M	#N/A	1	\$57.28	1	\$58.70	\$115.98
184-144-01	1338	23	1	\$57.28	1	\$58.70	\$115.98
184-144-03	1339	23	1	\$57.28	1	\$58.70	\$115.98
184-144-04	1340	23	1	\$57.28	1	\$58.70	\$115.98
184-144-12	1341M	23	1	\$57.28	1	\$58.70	\$115.98
184-144-06	1342	23	1	\$57.28	1	\$58.70	\$115.98
184-144-07	1343	23	0	\$0.00	0	\$0.00	\$0.00
184-144-10	1345	23	0	\$0.00	0	\$0.00	\$0.00
184-144-11	1346	23	1	\$57.28	1	\$58.70	\$115.98
184-151-01	1347	23	1	\$57.28	1	\$58.70	\$115.98
184-151-02	1348	23	1	\$57.28	1	\$58.70	\$115.98
184-151-03	1349	23	1	\$57.28	1	\$58.70	\$115.98
184-151-04	1350	23	1	\$57.28	1	\$58.70	\$115.98
184-151-05	1351	23	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	MIONI	TOTAMETAT	01 1100	LOUNILIVI	œ mee v	WINDLE II (C)	LINOLO
184-151-06	1352	23	1	\$57.28	0	\$0.00	\$57.28
184-151-07	1353	23	1	\$57.28	1	\$58.70	\$115.98
184-151-08	1354	21	1	\$57.28	1	\$58.70	\$115.98
184-151-09	1355	21	1	\$57.28	1	\$58.70	\$115.98
184-151-10	1356	21	1	\$57.28	0	\$0.00	\$57.28
184-151-11	1357	21	1	\$57.28	1	\$58.70	\$115.98
184-151-12	1358	21	1	\$57.28	1	\$58.70	\$115.98
184-151-13	1359	21	1	\$57.28	1	\$58.70	\$115.98
184-151-14	1360	21	1	\$57.28	1	\$58.70	\$115.98
184-151-15	1361	21	1	\$57.28	1	\$58.70	\$115.98
184-151-16	1362	21	1	\$57.28	1	\$58.70	\$115.98
184-151-17	1363	21	1	\$57.28	1	\$58.70	\$115.98
184-151-18	1364	21	1	\$57.28	1	\$58.70	\$115.98
184-151-19	1365	21	1	\$57.28	1	\$58.70	\$115.98
184-151-22	1366	21	1	\$57.28	1	\$58.70	\$115.98
184-151-23	1367	21	1	\$57.28	1	\$58.70	\$115.98
184-151-24	1368	21	1	\$57.28	1	\$58.70	\$115.98
184-151-26	1369	21	1	\$57.28	1	\$58.70	\$115.98
184-151-27	1370	21	1	\$57.28	1	\$58.70	\$115.98
184-152-01	1371	21	1	\$57.28	0	\$0.00	\$57.28
184-152-02	1372	21	1	\$57.28	1	\$58.70	\$115.98
184-152-03	1373	21	1	\$57.28	1	\$58.70	\$115.98
184-152-04	1374	21	1	\$57.28	0	\$0.00	\$57.28
184-152-05	1375	21	1	\$57.28	0	\$0.00	\$57.28
184-152-06	1376	21	1	\$57.28	0	\$0.00	\$57.28
184-152-07	1377	21	1	\$57.28	1	\$58.70	\$115.98
184-152-08	1378	21	1	\$57.28	1	\$58.70	\$115.98
184-152-09	1379	21	1	\$57.28	1	\$58.70	\$115.98
184-152-10	1380	21	1	\$57.28	0	\$0.00	\$57.28
184-152-11	1381	21	1	\$57.28	1	\$58.70	\$115.98
184-152-13	1382	21	1	\$57.28	1	\$58.70	\$115.98
184-152-15	1383	21	1	\$57.28	1	\$58.70	\$115.98
184-152-16	1384	23	1	\$57.28	0	\$0.00	\$57.28
184-152-38	1385M	#N/A	1	\$57.28	1	\$58.70	\$115.98
184-152-37	1386M	#N/A	1	\$57.28	1	\$58.70	\$115.98
184-152-21	1387	23	1	\$57.28	1	\$58.70	\$115.98
184-152-22	1388	23	1	\$57.28	1	\$58.70	\$115.98
184-152-23	1389	23	0	\$0.00	0	\$0.00	\$0.00
184-152-24	1390	23	0	\$0.00	0	\$0.00	\$0.00
184-152-29	1393	21	0	\$0.00	0	\$0.00	\$0.00
184-152-31	1394	21	0	\$0.00	0	\$0.00	\$0.00
184-152-33	1395	21	1	\$57.28	1	\$58.70	\$115.98
184-152-34	1396	23	1	\$57.28	0	\$0.00	\$57.28
184-152-35	1397	23	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mioni	IOI WILLIAI	1 1100110	ONIE TIE	indeo with	JEE II (CIU	J1 10 110
184-152-36	1398	21	1	\$57.28	1	\$58.70	\$115.98
184-161-01	1399	21	1	\$57.28	1	\$58.70	\$115.98
184-161-02	1400	21	1	\$57.28	1	\$58.70	\$115.98
184-161-03	1401	21	1	\$57.28	1	\$58.70	\$115.98
184-161-04	1402	21	1	\$57.28	1	\$58.70	\$115.98
184-161-05	1403	21	1	\$57.28	0	\$0.00	\$57.28
184-161-06	1404	21	1	\$57.28	1	\$58.70	\$115.98
184-161-07	1405	21	1	\$57.28	1	\$58.70	\$115.98
184-161-08	1406	21	1	\$57.28	1	\$58.70	\$115.98
184-161-09	1407	21	1	\$57.28	1	\$58.70	\$115.98
184-161-10	1408	21	1	\$57.28	1	\$58.70	\$115.98
184-161-11	1409	21	1	\$57.28	1	\$58.70	\$115.98
184-161-12	1410	21	1	\$57.28	1	\$58.70	\$115.98
184-162-01	1411	21	1	\$57.28	1	\$58.70	\$115.98
184-162-02	1412	21	1	\$57.28	1	\$58.70	\$115.98
184-162-03	1413	21	1	\$57.28	1	\$58.70	\$115.98
184-162-04	1414	21	1	\$57.28	1	\$58.70	\$115.98
184-162-05	1415	21	1	\$57.28	0	\$0.00	\$57.28
184-162-06	1416	21	1	\$57.28	1	\$58.70	\$115.98
184-162-07	1417	21	1	\$57.28	1	\$58.70	\$115.98
184-162-08	1418	21	1	\$57.28	1	\$58.70	\$115.98
184-162-09	1419	21	1	\$57.28	1	\$58.70	\$115.98
184-162-10	1420	21	1	\$57.28	1	\$58.70	\$115.98
184-162-11	1421	21	1	\$57.28	1	\$58.70	\$115.98
184-162-12	1422	21	1	\$57.28	1	\$58.70	\$115.98
184-162-13	1423	21	1	\$57.28	1	\$58.70	\$115.98
184-162-14	1424	21	1	\$57.28	1	\$58.70	\$115.98
184-162-15	1425	21	1	\$57.28	1	\$58.70	\$115.98
184-162-16	1426	21	1	\$57.28	1	\$58.70	\$115.98
184-162-17	1427	21	1	\$57.28	1	\$58.70	\$115.98
184-162-18	1428	21	1	\$57.28	1	\$58.70	\$115.98
184-162-19	1429	21	1	\$57.28	1	\$58.70	\$115.98
184-162-20	1430	21	1	\$57.28	1	\$58.70	\$115.98
184-162-21	1431	21	1	\$57.28	1	\$58.70	\$115.98
184-163-01	1432	21	1	\$57.28	1	\$58.70	\$115.98
184-163-02	1433	21	1	\$57.28	1	\$58.70	\$115.98
184-163-03	1434	21	1	\$57.28	0	\$0.00	\$57.28
184-163-04	1435	21	1	\$57.28	1	\$58.70	\$115.98
184-163-05	1436	21	1	\$57.28	1	\$58.70	\$115.98
184-163-06	1437	21	1	\$57.28	1	\$58.70	\$115.98
184-163-07	1438	21	1	\$57.28	1	\$58.70	\$115.98
184-163-08	1439	21	1	\$57.28	1	\$58.70	\$115.98
184-163-09	1440	21	1	\$57.28	1	\$58.70	\$115.98
184-163-10	1441	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	mioni	IOI WILLIA	71 7100110	ONIE TO	TILLO WIL	DEE II (CIU	2110120
184-163-11	1442	21	1	\$57.28	1	\$58.70	\$115.98
184-163-12	1443	21	1	\$57.28	1	\$58.70	\$115.98
184-163-13	1444	21	1	\$57.28	1	\$58.70	\$115.98
184-163-14	1445	21	1	\$57.28	1	\$58.70	\$115.98
184-164-02	1446	21	1	\$57.28	1	\$58.70	\$115.98
184-164-03	1447	21	1	\$57.28	1	\$58.70	\$115.98
184-164-04	1448	21	1	\$57.28	1	\$58.70	\$115.98
184-164-10	1449	21	1	\$57.28	1	\$58.70	\$115.98
184-164-11	1450	21	0	\$0.00	0	\$0.00	\$0.00
184-171-01	1451	23	1	\$57.28	1	\$58.70	\$115.98
184-171-02	1452	23	1	\$57.28	1	\$58.70	\$115.98
184-171-03	1453	23	1	\$57.28	1	\$58.70	\$115.98
184-171-04	1454	23	1	\$57.28	1	\$58.70	\$115.98
184-171-05	1455	23	1	\$57.28	1	\$58.70	\$115.98
184-171-06	1456	23	1	\$57.28	1	\$58.70	\$115.98
184-171-07	1457	23	1	\$57.28	1	\$58.70	\$115.98
184-171-08	1458	23	1	\$57.28	1	\$58.70	\$115.98
184-171-09	1459	23	1	\$57.28	1	\$58.70	\$115.98
184-171-10	1460	23	0	\$0.00	0	\$0.00	\$0.00
184-171-11	1461	23	1	\$57.28	1	\$58.70	\$115.98
184-171-12	1462	23	1	\$57.28	1	\$58.70	\$115.98
184-171-13	1463	23	1	\$57.28	1	\$58.70	\$115.98
184-171-14	1464	23	1	\$57.28	1	\$58.70	\$115.98
184-171-15	1465	23	1	\$57.28	1	\$58.70	\$115.98
184-171-16	1466	23	1	\$57.28	1	\$58.70	\$115.98
184-171-17	1467	21	1	\$57.28	1	\$58.70	\$115.98
184-171-18	1468	21	1	\$57.28	1	\$58.70	\$115.98
184-172-01	1469	21	1	\$57.28	1	\$58.70	\$115.98
184-172-02	1470	21	1	\$57.28	0	\$0.00	\$57.28
184-172-03	1471	21	1	\$57.28	1	\$58.70	\$115.98
184-172-04	1472	21	1	\$57.28	1	\$58.70	\$115.98
184-172-05	1473	21	1	\$57.28	1	\$58.70	\$115.98
184-172-06	1474	21	1	\$57.28	1	\$58.70	\$115.98
184-172-07	1475	21	1	\$57.28	0	\$0.00	\$57.28
184-172-08	1476	21	1	\$57.28	1	\$58.70	\$115.98
184-172-09	1477	21	1	\$57.28	1	\$58.70	\$115.98
184-172-10	1478	21	1	\$57.28	1	\$58.70	\$115.98
184-172-11	1479	21	1	\$57.28	1	\$58.70	\$115.98
184-172-12	1480	21	1	\$57.28	1	\$58.70	\$115.98
184-172-13	1481	21	1	\$57.28	1	\$58.70	\$115.98
184-172-14	1482	21	1	\$57.28	1	\$58.70	\$115.98
184-172-15	1483	21	1	\$57.28	1	\$58.70	\$115.98
184-172-16	1484	21	1	\$57.28	1	\$58.70	\$115.98
184-172-17	1485	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	MIONI	IOI VIII DI VI	T HOOLO	OMEN'T &	ILLO WIII	DEE II TOILE	niolo
184-172-18	1486	21	1	\$57.28	1	\$58.70	\$115.98
184-172-19	1487	21	1	\$57.28	1	\$58.70	\$115.98
184-172-22	1488	23	1	\$57.28	1	\$58.70	\$115.98
184-172-23	1489	23	1	\$57.28	1	\$58.70	\$115.98
184-172-24	1490	23	1	\$57.28	1	\$58.70	\$115.98
184-172-25	1491	23	1	\$57.28	1	\$58.70	\$115.98
184-172-26	1492	23	1	\$57.28	1	\$58.70	\$115.98
184-172-27	1493	23	1	\$57.28	1	\$58.70	\$115.98
184-172-28	1494	23	1	\$57.28	1	\$58.70	\$115.98
184-172-29	1495	23	1	\$57.28	0	\$0.00	\$57.28
184-172-30	1496	23	1	\$57.28	1	\$58.70	\$115.98
184-172-31	1497	23	1	\$57.28	1	\$58.70	\$115.98
184-172-32	1498	23	1	\$57.28	1	\$58.70	\$115.98
184-172-33	1499	23	1	\$57.28	1	\$58.70	\$115.98
184-172-34	1500	23	1	\$57.28	1	\$58.70	\$115.98
184-172-35	1501	23	1	\$57.28	1	\$58.70	\$115.98
184-180-01	1502	20	1	\$57.28	1	\$58.70	\$115.98
184-180-02	1503	20	1	\$57.28	1	\$58.70	\$115.98
184-180-03	1504	20	1	\$57.28	1	\$58.70	\$115.98
184-180-04	1505	20	1	\$57.28	1	\$58.70	\$115.98
184-180-05	1506	20	1	\$57.28	1	\$58.70	\$115.98
184-180-06	1507	20	1	\$57.28	1	\$58.70	\$115.98
184-180-07	1508	20	1	\$57.28	1	\$58.70	\$115.98
184-180-08	1509	20	1	\$57.28	1	\$58.70	\$115.98
184-180-09	1510	20	1	\$57.28	0	\$0.00	\$57.28
184-180-10	1511	20	1	\$57.28	1	\$58.70	\$115.98
184-180-11	1512	20	1	\$57.28	1	\$58.70	\$115.98
184-180-12	1513	20	1	\$57.28	1	\$58.70	\$115.98
184-180-13	1514	20	1	\$57.28	1	\$58.70	\$115.98
184-180-14	1515	20	1	\$57.28	1	\$58.70	\$115.98
184-190-01	1516	20	1	\$57.28	1	\$58.70	\$115.98
184-190-02	1517	20	1	\$57.28	1	\$58.70	\$115.98
184-190-03	1518	20	1	\$57.28	0	\$0.00	\$57.28
184-190-04	1519	20	1	\$57.28	1	\$58.70	\$115.98
184-190-05	1520	20	1	\$57.28	1	\$58.70	\$115.98
184-190-06	1521	20	1	\$57.28	1	\$58.70	\$115.98
184-190-07	1522	20	1	\$57.28	0	\$0.00	\$57.28
184-190-08	1523	20	1	\$57.28	1	\$58.70	\$115.98
184-190-09	1524	20	1	\$57.28	1	\$58.70	\$115.98
184-190-10	1525	20	1	\$57.28	1	\$58.70	\$115.98
184-190-11	1526	20	1	\$57.28	1	\$58.70	\$115.98
184-190-12	1527	20	1	\$57.28	1	\$58.70	\$115.98
184-190-13	1528	20	1	\$57.28	1	\$58.70	\$115.98
184-190-14	1529	20	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD C	711101	X11014111	EIVI OI MOC	EGGIVIEIVI	C ILLO	WINDLE IIVO	TELLIOLO
184-190-15	1530	20	1	\$57.28	1	\$58.70	\$115.98
184-190-16	1531	20	1	\$57.28	1	\$58.70	\$115.98
184-200-01	1532	20	1	\$57.28	1	\$58.70	\$115.98
184-200-02	1533	20	1	\$57.28	1	\$58.70	\$115.98
184-200-03	1534	20	1	\$57.28	1	\$58.70	\$115.98
184-200-04	1535	20	1	\$57.28	1	\$58.70	\$115.98
184-200-05	1536	20	1	\$57.28	1	\$58.70	\$115.98
184-200-06	1537	20	1	\$57.28	1	\$58.70	\$115.98
184-200-07	1538	20	1	\$57.28	1	\$58.70	\$115.98
184-200-08	1539	20	1	\$57.28	1	\$58.70	\$115.98
184-200-09	1540	20	1	\$57.28	0	\$0.00	\$57.28
184-200-10	1541	20	1	\$57.28	1	\$58.70	\$115.98
184-200-11	1542	20	1	\$57.28	0	\$0.00	\$57.28
184-200-12	1543	20	1	\$57.28	1	\$58.70	\$115.98
184-200-13	1544	20	1	\$57.28	1	\$58.70	\$115.98
184-200-14	1545	20	1	\$57.28	1	\$58.70	\$115.98
184-200-15	1546	20	1	\$57.28	1	\$58.70	\$115.98
184-200-16	1547	20	1	\$57.28	0	\$0.00	\$57.28
184-200-17	1548	20	1	\$57.28	1	\$58.70	\$115.98
184-200-18	1549	20	1	\$57.28	1	\$58.70	\$115.98
184-200-19	1550	20	1	\$57.28	1	\$58.70	\$115.98
184-200-20	1551	20	1	\$57.28	1	\$58.70	\$115.98
184-200-21	1552	20	1	\$57.28	1	\$58.70	\$115.98
184-200-22	1553	20	1	\$57.28	1	\$58.70	\$115.98
184-200-23	1554	20	1	\$57.28	1	\$58.70	\$115.98
184-200-24	1555	20	1	\$57.28	1	\$58.70	\$115.98
184-200-25	1556	20	1	\$57.28	1	\$58.70	\$115.98
184-200-26	1557	20	1	\$57.28	1	\$58.70	\$115.98
184-200-27	1558	20	1	\$57.28	1	\$58.70	\$115.98
184-200-28	1559	20	1	\$57.28	1	\$58.70	\$115.98
184-200-29	1560	20	1	\$57.28	1	\$58.70	\$115.98
184-200-30	1561	20	1	\$57.28	1	\$58.70	\$115.98
184-200-31	1562	20	0	\$0.00	0	\$0.00	\$0.00
184-210-01	1563	19	20.5	\$1,174.26	0	\$0.00	\$1,174.26
184-220-01	1564	20	1	\$57.28	1	\$58.70	\$115.98
184-220-02	1565	20	1	\$57.28	1	\$58.70	\$115.98
184-220-03	1566	20	1	\$57.28	1	\$58.70	\$115.98
184-220-04	1567	20	1	\$57.28	1	\$58.70	\$115.98
184-220-05	1568	20	1	\$57.28	1	\$58.70	\$115.98
184-220-06	1569	20	1	\$57.28	1	\$58.70	\$115.98
184-220-07	1570	20	1	\$57.28	1	\$58.70	\$115.98
184-220-08	1571	20	1	\$57.28	1	\$58.70	\$115.98
184-220-09	1572	20	1	\$57.28	1	\$58.70	\$115.98
184-220-10	1573	20	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	MIONI	IOI WILLIAM	i iloolo	OMENTE W	ILLO WIN	LE II WILL	MIOLO
184-220-11	1574	20	1	\$57.28	1	\$58.70	\$115.98
184-220-12	1575	20	1	\$57.28	1	\$58.70	\$115.98
184-220-13	1576	20	1	\$57.28	1	\$58.70	\$115.98
184-220-14	1577	20	1	\$57.28	1	\$58.70	\$115.98
184-220-15	1578	20	1	\$57.28	0	\$0.00	\$57.28
184-220-16	1579	20	1	\$57.28	1	\$58.70	\$115.98
184-220-17	1580	20	1	\$57.28	1	\$58.70	\$115.98
184-220-18	1581	20	1	\$57.28	1	\$58.70	\$115.98
184-220-19	1582	20	1	\$57.28	1	\$58.70	\$115.98
184-220-20	1583	20	1	\$57.28	1	\$58.70	\$115.98
184-220-21	1584	20	1	\$57.28	1	\$58.70	\$115.98
184-220-22	1585	20	1	\$57.28	1	\$58.70	\$115.98
184-220-23	1586	20	1	\$57.28	1	\$58.70	\$115.98
184-220-24	1587	20	1	\$57.28	1	\$58.70	\$115.98
184-220-25	1588	20	1	\$57.28	1	\$58.70	\$115.98
184-220-26	1589	20	1	\$57.28	1	\$58.70	\$115.98
184-220-27	1590	20	1	\$57.28	1	\$58.70	\$115.98
184-220-28	1591	20	1	\$57.28	1	\$58.70	\$115.98
184-220-29	1592	20	1	\$57.28	1	\$58.70	\$115.98
184-220-30	1593	20	1	\$57.28	1	\$58.70	\$115.98
184-220-31	1594	20	1	\$57.28	1	\$58.70	\$115.98
184-220-32	1595	20	1	\$57.28	0	\$0.00	\$57.28
184-220-33	1596	20	1	\$57.28	1	\$58.70	\$115.98
184-220-34	1597	20	1	\$57.28	1	\$58.70	\$115.98
184-220-35	1598	20	1	\$57.28	1	\$58.70	\$115.98
184-220-36	1599	20	1	\$57.28	1	\$58.70	\$115.98
184-220-37	1600	20	1	\$57.28	1	\$58.70	\$115.98
184-220-38	1601	20	1	\$57.28	1	\$58.70	\$115.98
184-220-39	1602	20	1	\$57.28	1	\$58.70	\$115.98
184-220-40	1603	20	1	\$57.28	1	\$58.70	\$115.98
184-220-41	1604	20	1	\$57.28	1	\$58.70	\$115.98
184-220-42	1605	20	1	\$57.28	0	\$0.00	\$57.28
184-220-43	1606	20	1	\$57.28	1	\$58.70	\$115.98
184-220-44	1607	20	1	\$57.28	1	\$58.70	\$115.98
184-220-45	1608	20	1	\$57.28	1	\$58.70	\$115.98
184-220-46	1609	20	1	\$57.28	1	\$58.70	\$115.98
184-220-47	1610	20	1	\$57.28	1	\$58.70	\$115.98
184-220-48	1611	20	1	\$57.28	0	\$0.00	\$57.28
184-220-49	1612	20	1	\$57.28	1	\$58.70	\$115.98
184-220-50	1613	20	1	\$57.28	1	\$58.70	\$115.98
184-220-51	1614	20	1	\$57.28	1	\$58.70	\$115.98
184-220-52	1615	20	1	\$57.28	1	\$58.70	\$115.98
184-230-01	1616	19	1	\$57.28	1	\$58.70	\$115.98
184-230-02	1617	19	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	mioni	OTUMENT	J1 11001	3001412141	W ILLEO	VIIDEE II (CI	KE/KOEO
184-230-03	1618	19	1	\$57.28	1	\$58.70	\$115.98
184-230-04	1619	19	1	\$57.28	1	\$58.70	\$115.98
184-230-05	1620	19	1	\$57.28	1	\$58.70	\$115.98
184-230-06	1621	19	1	\$57.28	1	\$58.70	\$115.98
184-230-07	1622	19	1	\$57.28	1	\$58.70	\$115.98
184-230-08	1623	19	1	\$57.28	1	\$58.70	\$115.98
184-230-09	1624	19	1	\$57.28	1	\$58.70	\$115.98
184-230-10	1625	19	1	\$57.28	1	\$58.70	\$115.98
184-230-11	1626	19	1	\$57.28	1	\$58.70	\$115.98
184-230-12	1627	19	1	\$57.28	1	\$58.70	\$115.98
184-230-13	1628	19	1	\$57.28	1	\$58.70	\$115.98
184-230-14	1629	19	1	\$57.28	1	\$58.70	\$115.98
184-230-15	1630	19	1	\$57.28	0	\$0.00	\$57.28
184-230-16	1631	19	0	\$0.00	0	\$0.00	\$0.00
184-230-17	1632	19	0	\$0.00	0	\$0.00	\$0.00
184-230-18	1633	19	0	\$0.00	0	\$0.00	\$0.00
184-240-02	1634	19	0	\$0.00	0	\$0.00	\$0.00
184-240-03	1635	19	1	\$57.28	1	\$58.70	\$115.98
184-240-04	1636	19	1	\$57.28	1	\$58.70	\$115.98
184-240-05	1637	19	1	\$57.28	1	\$58.70	\$115.98
184-240-06	1638	19	1	\$57.28	0	\$0.00	\$57.28
184-240-07	1639	19	1	\$57.28	1	\$58.70	\$115.98
184-240-08	1640	19	1	\$57.28	1	\$58.70	\$115.98
184-240-09	1641	19	1	\$57.28	1	\$58.70	\$115.98
184-240-10	1642	19	1	\$57.28	1	\$58.70	\$115.98
184-240-11	1643	19	1	\$57.28	1	\$58.70	\$115.98
184-240-12	1644	19	1	\$57.28	1	\$58.70	\$115.98
184-240-14	1645	19	0	\$0.00	0	\$0.00	\$0.00
184-240-15	1646	19	1	\$57.28	1	\$58.70	\$115.98
184-250-01	1647	24	1	\$57.28	1	\$58.70	\$115.98
184-250-02	1648	24	1	\$57.28	1	\$58.70	\$115.98
184-250-03	1649	24	1	\$57.28	1	\$58.70	\$115.98
184-250-04	1650	24	1	\$57.28	1	\$58.70	\$115.98
184-250-05	1651	24	1	\$57.28	1	\$58.70	\$115.98
184-250-06	1652	24	1	\$57.28	1	\$58.70	\$115.98
184-250-07	1653	24	1	\$57.28	1	\$58.70	\$115.98
184-250-08	1654	24	1	\$57.28	1	\$58.70	\$115.98
184-250-09	1655	24	1	\$57.28	0	\$0.00	\$57.28
184-250-10	1656	24	1	\$57.28	0	\$0.00	\$57.28
184-250-11	1657	24	1	\$57.28	1	\$58.70	\$115.98
184-250-12	1658	24	1	\$57.28	1	\$58.70	\$115.98
184-250-13	1659	24	1	\$57.28	1	\$58.70	\$115.98
184-250-14	1660	24	1	\$57.28	1	\$58.70	\$115.98
184-250-15	1661	24	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	MIONI	IOI WILLIAM	i iloobo	ONE THE	ALLO WIL	JEE II TORE	2110120
184-250-16	1662	24	1	\$57.28	1	\$58.70	\$115.98
184-250-17	1663	24	1	\$57.28	1	\$58.70	\$115.98
184-250-18	1664	24	1	\$57.28	1	\$58.70	\$115.98
184-250-19	1665	24	1	\$57.28	1	\$58.70	\$115.98
184-250-20	1666	24	1	\$57.28	1	\$58.70	\$115.98
184-250-21	1667	24	1	\$57.28	1	\$58.70	\$115.98
184-250-22	1668	24	1	\$57.28	1	\$58.70	\$115.98
184-250-23	1669	24	1	\$57.28	1	\$58.70	\$115.98
184-250-24	1670	24	1	\$57.28	0	\$0.00	\$57.28
184-250-25	1671	24	1	\$57.28	1	\$58.70	\$115.98
184-250-26	1672	24	1	\$57.28	1	\$58.70	\$115.98
184-250-27	1673	24	1	\$57.28	1	\$58.70	\$115.98
184-250-28	1674	24	1	\$57.28	1	\$58.70	\$115.98
184-250-29	1675	24	1	\$57.28	1	\$58.70	\$115.98
184-250-30	1676	24	1	\$57.28	1	\$58.70	\$115.98
184-250-31	1677	24	1	\$57.28	1	\$58.70	\$115.98
184-250-32	1678	24	1	\$57.28	1	\$58.70	\$115.98
184-250-33	1679	24	1	\$57.28	1	\$58.70	\$115.98
184-250-34	1680	24	1	\$57.28	1	\$58.70	\$115.98
184-250-35	1681	24	1	\$57.28	1	\$58.70	\$115.98
184-250-36	1682	24	1	\$57.28	1	\$58.70	\$115.98
184-250-37	1683	24	1	\$57.28	1	\$58.70	\$115.98
184-250-38	1684	24	1	\$57.28	1	\$58.70	\$115.98
184-250-39	1685	24	1	\$57.28	1	\$58.70	\$115.98
184-250-40	1686	24	1	\$57.28	1	\$58.70	\$115.98
184-250-41	1687	24	1	\$57.28	1	\$58.70	\$115.98
184-250-42	1688	24	1	\$57.28	1	\$58.70	\$115.98
184-250-43	1689	24	1	\$57.28	1	\$58.70	\$115.98
184-250-44	1690	24	1	\$57.28	1	\$58.70	\$115.98
184-250-45	1691	24	1	\$57.28	1	\$58.70	\$115.98
184-250-46	1692	24	1	\$57.28	1	\$58.70	\$115.98
184-250-47	1693	24	1	\$57.28	1	\$58.70	\$115.98
184-250-48	1694	24	1	\$57.28	1	\$58.70	\$115.98
184-250-49	1695	24	1	\$57.28	1	\$58.70	\$115.98
184-250-50	1696	24	1	\$57.28	1	\$58.70	\$115.98
184-250-51	1697	24	1	\$57.28	0	\$0.00	\$57.28
184-250-52	1698	24	1	\$57.28	1	\$58.70	\$115.98
184-250-53	1699	24	1	\$57.28	1	\$58.70	\$115.98
184-250-54	1700	24	1	\$57.28	1	\$58.70	\$115.98
184-250-55	1701	24	1	\$57.28	1	\$58.70	\$115.98
184-250-56	1702	24	1	\$57.28	1	\$58.70	\$115.98
184-250-57	1703	24	1	\$57.28	1	\$58.70	\$115.98
184-250-58	1704	24	1	\$57.28	1	\$58.70	\$115.98
184-250-59	1705	24	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	111 T C	MITOTUIL	111 01 1100	EcolviE: 1	W ILLO	WINDLE II (C	KLHOLO
184-250-60	1706	24	1	\$57.28	1	\$58.70	\$115.98
184-250-62	1707	19	0	\$0.00	0	\$0.00	\$0.00
184-250-64	1708	19	0	\$0.00	0	\$0.00	\$0.00
184-260-01	1709	21	1.06	\$60.72	1.05	\$61.64	\$122.36
184-260-02	1710	21	1	\$57.28	1	\$58.70	\$115.98
184-260-04	1711	21	1	\$57.28	1	\$58.70	\$115.98
184-260-05	1712	21	1	\$57.28	1	\$58.70	\$115.98
184-260-06	1713	21	1	\$57.28	1	\$58.70	\$115.98
184-260-07	1714	21	1	\$57.28	1	\$58.70	\$115.98
184-260-08	1715	21	1	\$57.28	1	\$58.70	\$115.98
184-260-09	1716	21	0	\$0.00	0	\$0.00	\$0.00
184-260-10	1717	21	1	\$57.28	1	\$58.70	\$115.98
184-260-11	1718	21	1	\$57.28	1	\$58.70	\$115.98
184-260-12	1719	21	0	\$0.00	0	\$0.00	\$0.00
184-260-13	1720	21	1	\$57.28	1	\$58.70	\$115.98
184-260-14	1721	21	1	\$57.28	1	\$58.70	\$115.98
184-260-15	1722	21	1	\$57.28	1	\$58.70	\$115.98
184-260-16	1723	21	1	\$57.28	1	\$58.70	\$115.98
184-260-17	1724	21	1	\$57.28	1	\$58.70	\$115.98
184-260-19	1725	21	1	\$57.28	1	\$58.70	\$115.98
184-260-20	1726	21	1	\$57.28	1	\$58.70	\$115.98
184-260-21	1727	21	1	\$57.28	1	\$58.70	\$115.98
184-260-22	1728	21	0	\$0.00	0	\$0.00	\$0.00
185-010-01	1729	26	0	\$0.00	0	\$0.00	\$0.00
185-010-04	1730	26	0	\$0.00	0	\$0.00	\$0.00
185-010-10	1731	26	0	\$0.00	0	\$0.00	\$0.00
185-010-11	1732	26	1	\$57.28	0	\$0.00	\$57.28
185-010-12	1733	26	1	\$57.28	0	\$0.00	\$57.28
185-010-13	1734	26	1	\$57.28	1	\$58.70	\$115.98
185-010-14	1735	26	1	\$57.28	1	\$58.70	\$115.98
185-010-15	1736	26	1	\$57.28	1	\$58.70	\$115.98
185-010-16	1737	26	1	\$57.28	1	\$58.70	\$115.98
185-010-17	1738	26	1	\$57.28	1	\$58.70	\$115.98
185-010-18	1739	26	1	\$57.28	1	\$58.70	\$115.98
185-010-19	1740	26	1	\$57.28	1	\$58.70	\$115.98
185-010-20	1741	26	1	\$57.28	1	\$58.70	\$115.98
185-020-02	1742	10	16	\$916.50	0	\$0.00	\$916.50
185-020-03	1743	16	0.09	\$5.16	0	\$0.00	\$5.16
185-020-04	1744	16	3.03	\$173.58	0	\$0.00	\$173.58
185-030-02	1745	16	1	\$57.28	1	\$58.70	\$115.98
185-030-04	1746	16	1	\$57.28	1	\$58.70	\$115.98
185-030-05	1747	16	1	\$57.28	1	\$58.70	\$115.98
185-030-06	1748	17	1	\$57.28	1	\$58.70	\$115.98
185-030-07	1749	17	1	\$57.28	0	\$0.00	\$57.28

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	MIONI	IOI WILLI ()I HOOLE	DOMETTI &	TILLO WIL	DEE II (CIG	
185-030-08	1750	16	1	\$57.28	1	\$58.70	\$115.98
185-030-09	1751	17	1	\$57.28	1	\$58.70	\$115.98
185-041-01	1752	15	1	\$57.28	1	\$58.70	\$115.98
185-041-02	1753	15	1	\$57.28	0	\$0.00	\$57.28
185-041-03	1754	15	1	\$57.28	1	\$58.70	\$115.98
185-041-04	1755	15	1	\$57.28	1	\$58.70	\$115.98
185-041-05	1756	15	1	\$57.28	1	\$58.70	\$115.98
185-041-06	1757	15	1	\$57.28	1	\$58.70	\$115.98
185-041-07	1758	15	1	\$57.28	1	\$58.70	\$115.98
185-041-08	1759	15	1	\$57.28	1	\$58.70	\$115.98
185-041-09	1760	15	1	\$57.28	1	\$58.70	\$115.98
185-041-10	1761	15	1	\$57.28	1	\$58.70	\$115.98
185-041-11	1762	15	1	\$57.28	1	\$58.70	\$115.98
185-041-12	1763	15	1	\$57.28	1	\$58.70	\$115.98
185-041-13	1764	15	1	\$57.28	1	\$58.70	\$115.98
185-041-14	1765	15	1	\$57.28	1	\$58.70	\$115.98
185-041-15	1766	15	1	\$57.28	1	\$58.70	\$115.98
185-041-16	1767	15	1	\$57.28	0	\$0.00	\$57.28
185-041-17	1768	15	1	\$57.28	1	\$58.70	\$115.98
185-041-18	1769	15	1	\$57.28	1	\$58.70	\$115.98
185-041-19	1770	15	1	\$57.28	1	\$58.70	\$115.98
185-041-20	1771	15	1	\$57.28	1	\$58.70	\$115.98
185-041-21	1772	15	1	\$57.28	1	\$58.70	\$115.98
185-041-22	1773	15	1	\$57.28	1	\$58.70	\$115.98
185-041-23	1774	15	1	\$57.28	1	\$58.70	\$115.98
185-041-24	1775	15	1	\$57.28	1	\$58.70	\$115.98
185-041-25	1776	15	1	\$57.28	1	\$58.70	\$115.98
185-041-26	1777	15	1	\$57.28	1	\$58.70	\$115.98
185-041-27	1778	15	1	\$57.28	1	\$58.70	\$115.98
185-041-28	1779	15	1	\$57.28	1	\$58.70	\$115.98
185-041-29	1780	15	1	\$57.28	1	\$58.70	\$115.98
185-041-32	1781	15	0	\$0.00	0	\$0.00	\$0.00
185-041-33	1782	15	0	\$0.00	0	\$0.00	\$0.00
185-041-34	1783	15	1	\$57.28	0	\$0.00	\$57.28
185-041-35	1784	15	1	\$57.28	1	\$58.70	\$115.98
185-042-01	1785	15	1	\$57.28	1	\$58.70	\$115.98
185-042-02	1786	15	1	\$57.28	1	\$58.70	\$115.98
185-042-03	1787	15	1	\$57.28	1	\$58.70	\$115.98
185-042-04	1788	15	1	\$57.28	1	\$58.70	\$115.98
185-042-05	1789	15	1	\$57.28	1	\$58.70	\$115.98
185-042-06	1790	15	1	\$57.28	1	\$58.70	\$115.98
185-042-07	1791	15	1	\$57.28	1	\$58.70	\$115.98
185-042-08	1792	15	1	\$57.28	1	\$58.70	\$115.98
185-042-09	1793	15	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mioni	OTTILIT	OI MODE	JOIVILI VI &	TILLO W	ADEL IIIOI	LITOLO
185-042-10	1794	15	1	\$57.28	1	\$58.70	\$115.98
185-051-01	1795	16	1	\$57.28	1	\$58.70	\$115.98
185-051-02	1796	16	1	\$57.28	1	\$58.70	\$115.98
185-051-03	1797	16	1	\$57.28	1	\$58.70	\$115.98
185-051-04	1798	16	1	\$57.28	1	\$58.70	\$115.98
185-051-05	1799	16	1	\$57.28	1	\$58.70	\$115.98
185-051-06	1800	16	1	\$57.28	1	\$58.70	\$115.98
185-051-07	1801	16	1	\$57.28	1	\$58.70	\$115.98
185-051-08	1802	16	1	\$57.28	1	\$58.70	\$115.98
185-051-09	1803	16	1	\$57.28	1	\$58.70	\$115.98
185-051-10	1804	16	1	\$57.28	1	\$58.70	\$115.98
185-051-11	1805	16	1	\$57.28	1	\$58.70	\$115.98
185-051-12	1806	16	1	\$57.28	1	\$58.70	\$115.98
185-052-02	1807	16	1	\$57.28	1	\$58.70	\$115.98
185-052-03	1808	16	1	\$57.28	1	\$58.70	\$115.98
185-052-04	1809	16	1	\$57.28	1	\$58.70	\$115.98
185-052-05	1810	16	1	\$57.28	0	\$0.00	\$57.28
185-052-06	1811	16	1	\$57.28	1	\$58.70	\$115.98
185-052-07	1812	16	1	\$57.28	1	\$58.70	\$115.98
185-052-08	1813	16	1	\$57.28	1	\$58.70	\$115.98
185-052-09	1814	16	1	\$57.28	0	\$0.00	\$57.28
185-052-10	1815	16	1	\$57.28	1	\$58.70	\$115.98
185-052-11	1816	16	1	\$57.28	1	\$58.70	\$115.98
185-052-12	1817	16	1	\$57.28	1	\$58.70	\$115.98
185-052-13	1818	16	1	\$57.28	1	\$58.70	\$115.98
185-052-14	1819	16	1	\$57.28	0	\$0.00	\$57.28
185-052-15	1820	16	1	\$57.28	0	\$0.00	\$57.28
185-052-16	1821	16	1	\$57.28	1	\$58.70	\$115.98
185-052-17	1822	16	1	\$57.28	1	\$58.70	\$115.98
185-052-18	1823	16	1	\$57.28	1	\$58.70	\$115.98
185-053-01	1824	16	1	\$57.28	1	\$58.70	\$115.98
185-053-02	1825	16	1	\$57.28	1	\$58.70	\$115.98
185-053-03	1826	16	1	\$57.28	1	\$58.70	\$115.98
185-053-04	1827	16	1	\$57.28	0	\$0.00	\$57.28
185-053-05	1828	16	1	\$57.28	1	\$58.70	\$115.98
185-053-06	1829	16	1	\$57.28	1	\$58.70	\$115.98
185-053-07	1830	16	1	\$57.28	1	\$58.70	\$115.98
185-053-08	1831	16	1	\$57.28	1	\$58.70	\$115.98
185-053-09	1832	16	1	\$57.28	1	\$58.70	\$115.98
185-061-03	1833	16	1	\$57.28	0	\$0.00	\$57.28
185-061-04	1834	16	0.65	\$37.24	0	\$0.00	\$37.24
185-061-05	1835	16	0.23	\$13.18	0	\$0.00	\$13.18
185-061-06	1836	16	0.14	\$8.02	0	\$0.00	\$8.02
185-061-07	1837	16	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	MIONI	IOI (IIIILI (JI 1100L	OUNIE 111	œ meeo v	VIIDEE II (CI	KL/10L0
185-061-08	1838	16	1	\$57.28	1	\$58.70	\$115.98
185-061-09	1839	16	1	\$57.28	1	\$58.70	\$115.98
185-061-10	1840	16	1	\$57.28	1	\$58.70	\$115.98
185-061-11	1841	16	1	\$57.28	1	\$58.70	\$115.98
185-061-12	1842	16	1	\$57.28	1	\$58.70	\$115.98
185-061-13	1843	16	1	\$57.28	0	\$0.00	\$57.28
185-061-14	1844	16	1	\$57.28	0	\$0.00	\$57.28
185-061-15	1845	16	1	\$57.28	1	\$58.70	\$115.98
185-061-16	1846	16	1	\$57.28	1	\$58.70	\$115.98
185-061-17	1847	16	1	\$57.28	1	\$58.70	\$115.98
185-061-18	1848	16	1	\$57.28	0	\$0.00	\$57.28
185-061-19	1849	16	1	\$57.28	1	\$58.70	\$115.98
185-061-20	1850	16	1	\$57.28	1	\$58.70	\$115.98
185-061-22	1851	16	1	\$57.28	1	\$58.70	\$115.98
185-061-23	1852	16	1	\$57.28	1	\$58.70	\$115.98
185-062-01	1853	16	1	\$57.28	1	\$58.70	\$115.98
185-062-02	1854	16	1	\$57.28	1	\$58.70	\$115.98
185-062-03	1855	16	1	\$57.28	1	\$58.70	\$115.98
185-062-04	1856	16	1	\$57.28	1	\$58.70	\$115.98
185-062-05	1857	16	1	\$57.28	1	\$58.70	\$115.98
185-062-06	1858	16	1	\$57.28	1	\$58.70	\$115.98
185-062-07	1859	16	1	\$57.28	1	\$58.70	\$115.98
185-063-01	1860	16	1	\$57.28	1	\$58.70	\$115.98
185-071-01	1861	16	1	\$57.28	1	\$58.70	\$115.98
185-071-02	1862	16	1	\$57.28	1	\$58.70	\$115.98
185-071-03	1863	16	1	\$57.28	1	\$58.70	\$115.98
185-071-04	1864	16	1	\$57.28	1	\$58.70	\$115.98
185-071-05	1865	16	1	\$57.28	1	\$58.70	\$115.98
185-071-06	1866	16	1	\$57.28	0	\$0.00	\$57.28
185-071-07	1867	16	1	\$57.28	1	\$58.70	\$115.98
185-071-08	1868	16	1	\$57.28	1	\$58.70	\$115.98
185-071-09	1869	16	1	\$57.28	1	\$58.70	\$115.98
185-071-10	1870	16	0	\$0.00	0	\$0.00	\$0.00
185-071-11	1871	16	0	\$0.00	0	\$0.00	\$0.00
185-072-01	1872	16	1	\$57.28	1	\$58.70	\$115.98
185-072-02	1873	16	1	\$57.28	1	\$58.70	\$115.98
185-072-03	1874	16	1	\$57.28	1	\$58.70	\$115.98
185-072-04	1875	16	1	\$57.28	1	\$58.70	\$115.98
185-072-05	1876	16	1	\$57.28	1	\$58.70	\$115.98
185-072-06	1877	16	1	\$57.28	1	\$58.70	\$115.98
185-072-07	1878	16	1	\$57.28	1	\$58.70	\$115.98
185-072-08	1879	16	1	\$57.28	1	\$58.70	\$115.98
185-072-09	1880	16	1	\$57.28	1	\$58.70	\$115.98
185-072-10	1881	16	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mioni	101 WILLIA	01 7100	LOUVILIVI	W MELO	WIDEE II (CI	LINOLO
185-072-11	1882	16	1	\$57.28	1	\$58.70	\$115.98
185-072-12	1883	16	1	\$57.28	1	\$58.70	\$115.98
185-072-13	1884	16	1	\$57.28	0	\$0.00	\$57.28
185-072-14	1885	16	1	\$57.28	1	\$58.70	\$115.98
185-072-15	1886	16	1	\$57.28	1	\$58.70	\$115.98
185-072-16	1887	16	1	\$57.28	1	\$58.70	\$115.98
185-072-17	1888	16	1	\$57.28	1	\$58.70	\$115.98
185-072-18	1889	16	1	\$57.28	1	\$58.70	\$115.98
185-073-01	1890	16	1	\$57.28	1	\$58.70	\$115.98
185-073-02	1891	16	1	\$57.28	1	\$58.70	\$115.98
185-073-03	1892	16	1	\$57.28	1	\$58.70	\$115.98
185-073-04	1893	16	1	\$57.28	1	\$58.70	\$115.98
185-073-05	1894	16	1	\$57.28	1	\$58.70	\$115.98
185-073-06	1895	16	1	\$57.28	1	\$58.70	\$115.98
185-073-07	1896	16	1	\$57.28	1	\$58.70	\$115.98
185-081-01	1897	10	1	\$57.28	1	\$58.70	\$115.98
185-081-02	1898	10	1	\$57.28	1	\$58.70	\$115.98
185-081-03	1899	10	1	\$57.28	1	\$58.70	\$115.98
185-081-04	1900	10	1	\$57.28	1	\$58.70	\$115.98
185-081-05	1901	10	1	\$57.28	1	\$58.70	\$115.98
185-082-03	1902	16	1	\$57.28	1	\$58.70	\$115.98
185-082-04	1903	16	1	\$57.28	1	\$58.70	\$115.98
185-082-05	1904	16	1	\$57.28	1	\$58.70	\$115.98
185-082-06	1905	17	2.6	\$148.92	2.61	\$153.22	\$302.14
185-082-07	1906	16	1	\$57.28	1	\$58.70	\$115.98
185-083-01	1907	16	1	\$57.28	1	\$58.70	\$115.98
185-083-02	1908	16	1	\$57.28	1	\$58.70	\$115.98
185-083-03	1909	16	1	\$57.28	1	\$58.70	\$115.98
185-084-01	1910	16	1	\$57.28	1	\$58.70	\$115.98
185-084-02	1911	16	1	\$57.28	1	\$58.70	\$115.98
185-085-01	1912	17	1	\$57.28	1	\$58.70	\$115.98
185-085-02	1913	17	1	\$57.28	1	\$58.70	\$115.98
185-085-03	1914	17	1	\$57.28	1	\$58.70	\$115.98
185-085-04	1915	16	1	\$57.28	1	\$58.70	\$115.98
185-085-05	1916	16	1	\$57.28	1	\$58.70	\$115.98
185-086-01	1917	16	1	\$57.28	1	\$58.70	\$115.98
185-086-02	1918	16	1	\$57.28	1	\$58.70	\$115.98
185-086-03	1919	16	1	\$57.28	1	\$58.70	\$115.98
185-087-01	1920	16	1	\$57.28	0	\$0.00	\$57.28
185-087-02	1921	16	1	\$57.28	1	\$58.70	\$115.98
185-087-03	1922	16	1	\$57.28	1	\$58.70	\$115.98
185-087-04	1923	16	1	\$57.28	1	\$58.70	\$115.98
185-087-05	1924	16	1	\$57.28	1	\$58.70	\$115.98
185-087-06	1925	16	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mi OKI	IOI WILLIA	71 MOOLC	OME TO	TILLO WI	DEE IT TOR	Litolo
185-091-01	1926	17	1	\$57.28	1	\$58.70	\$115.98
185-092-01	1927	17	1	\$57.28	1	\$58.70	\$115.98
185-092-02	1928	16	1	\$57.28	1	\$58.70	\$115.98
185-092-03	1929	16	1	\$57.28	1	\$58.70	\$115.98
185-093-01	1930	17	1	\$57.28	1	\$58.70	\$115.98
185-093-02	1931	17	1	\$57.28	1	\$58.70	\$115.98
185-093-03	1932	17	1	\$57.28	1	\$58.70	\$115.98
185-093-04	1933	17	1	\$57.28	1	\$58.70	\$115.98
185-093-05	1934	17	1	\$57.28	1	\$58.70	\$115.98
185-093-06	1935	17	1	\$57.28	1	\$58.70	\$115.98
185-093-07	1936	17	1	\$57.28	1	\$58.70	\$115.98
185-093-08	1937	17	0	\$0.00	0	\$0.00	\$0.00
185-093-09	1938	17	1	\$57.28	1	\$58.70	\$115.98
185-093-10	1939	17	1	\$57.28	1	\$58.70	\$115.98
185-093-11	1940	17	1	\$57.28	0	\$0.00	\$57.28
185-094-01	1941	17	1	\$57.28	1	\$58.70	\$115.98
185-094-02	1942	17	1	\$57.28	1	\$58.70	\$115.98
185-094-03	1943	17	1	\$57.28	1	\$58.70	\$115.98
185-094-04	1944	17	1	\$57.28	1	\$58.70	\$115.98
185-094-05	1945	17	1	\$57.28	1	\$58.70	\$115.98
185-094-06	1946	17	1	\$57.28	1	\$58.70	\$115.98
185-094-07	1947	16	1	\$57.28	1	\$58.70	\$115.98
185-094-08	1948	16	1	\$57.28	1	\$58.70	\$115.98
185-094-09	1949	16	1	\$57.28	1	\$58.70	\$115.98
185-094-10	1950	16	1	\$57.28	1	\$58.70	\$115.98
185-094-11	1951	16	1	\$57.28	1	\$58.70	\$115.98
185-095-01	1952	17	1	\$57.28	1	\$58.70	\$115.98
185-095-02	1953	17	1	\$57.28	0	\$0.00	\$57.28
185-095-03	1954	17	1	\$57.28	1	\$58.70	\$115.98
185-101-01	1955	21	1	\$57.28	1	\$58.70	\$115.98
185-101-02	1956	21	1	\$57.28	1	\$58.70	\$115.98
185-101-03	1957	21	1	\$57.28	0	\$0.00	\$57.28
185-101-04	1958	21	1	\$57.28	1	\$58.70	\$115.98
185-101-05	1959	21	1	\$57.28	1	\$58.70	\$115.98
185-101-06	1960	21	1	\$57.28	1	\$58.70	\$115.98
185-101-07	1961	21	1	\$57.28	1	\$58.70	\$115.98
185-101-08	1962	21	1	\$57.28	1	\$58.70	\$115.98
185-101-09	1963	21	1	\$57.28	1	\$58.70	\$115.98
185-101-10	1964	21	1	\$57.28	1	\$58.70	\$115.98
185-101-11	1965	21	1	\$57.28	1	\$58.70	\$115.98
185-101-12	1966	21	1	\$57.28	1	\$58.70	\$115.98
185-101-13	1967	21	1	\$57.28	1	\$58.70	\$115.98
185-101-14 185-101-15	1968	21	1	\$57.28	1	\$58.70	\$115.98
185-101-15	1969	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mioni	IOI WILLIA	or moone	DOMETTI &	THEE WIT	DLE II (CIC	Litollo
185-101-16	1970	21	1	\$57.28	1	\$58.70	\$115.98
185-101-17	1971	21	1	\$57.28	0	\$0.00	\$57.28
185-101-18	1972	21	1	\$57.28	1	\$58.70	\$115.98
185-101-19	1973	21	1	\$57.28	0	\$0.00	\$57.28
185-101-20	1974	21	1	\$57.28	1	\$58.70	\$115.98
185-101-21	1975	21	1	\$57.28	1	\$58.70	\$115.98
185-101-22	1976	21	1	\$57.28	1	\$58.70	\$115.98
185-101-23	1977	21	1	\$57.28	1	\$58.70	\$115.98
185-101-24	1978	21	1	\$57.28	1	\$58.70	\$115.98
185-102-01	1979	21	1	\$57.28	0	\$0.00	\$57.28
185-102-02	1980	21	1	\$57.28	1	\$58.70	\$115.98
185-102-03	1981	21	1	\$57.28	1	\$58.70	\$115.98
185-102-04	1982	21	1	\$57.28	1	\$58.70	\$115.98
185-102-05	1983	21	1	\$57.28	1	\$58.70	\$115.98
185-102-06	1984	21	1	\$57.28	1	\$58.70	\$115.98
185-102-07	1985	21	1	\$57.28	1	\$58.70	\$115.98
185-102-08	1986	21	1	\$57.28	1	\$58.70	\$115.98
185-102-09	1987	21	1	\$57.28	1	\$58.70	\$115.98
185-102-10	1988	21	1	\$57.28	0	\$0.00	\$57.28
185-102-11	1989	21	1	\$57.28	0	\$0.00	\$57.28
185-111-01	1990	21	1	\$57.28	1	\$58.70	\$115.98
185-111-02	1991	21	1	\$57.28	1	\$58.70	\$115.98
185-111-03	1992	21	1	\$57.28	1	\$58.70	\$115.98
185-111-04	1993	21	1	\$57.28	0	\$0.00	\$57.28
185-111-05	1994	21	1	\$57.28	0	\$0.00	\$57.28
185-111-06	1995	21	1	\$57.28	0	\$0.00	\$57.28
185-111-07	1996	21	1	\$57.28	0	\$0.00	\$57.28
185-111-08	1997	21	1	\$57.28	1	\$58.70	\$115.98
185-111-09	1998	21	1	\$57.28	1	\$58.70	\$115.98
185-111-12	1999	21	1	\$57.28	1	\$58.70	\$115.98
185-111-13	2000	21	1	\$57.28	1	\$58.70	\$115.98
185-111-14	2001	21	1	\$57.28	1	\$58.70	\$115.98
185-111-15	2002	21	1	\$57.28	1	\$58.70	\$115.98
185-111-16	2003	21	1	\$57.28	1	\$58.70	\$115.98
185-111-17	2004	21	1	\$57.28	1	\$58.70	\$115.98
185-111-18	2005	21	1	\$57.28	1	\$58.70	\$115.98
185-111-19	2006	21	1	\$57.28	1	\$58.70	\$115.98
185-111-20	2007	21	1	\$57.28	0	\$0.00	\$57.28
185-111-21	2008	21	1	\$57.28	1	\$58.70	\$115.98
185-111-22	2009	21	1	\$57.28	1	\$58.70	\$115.98
185-111-23	2010	21	1	\$57.28	1	\$58.70	\$115.98
185-111-24	2011	21	1	\$57.28	1	\$58.70	\$115.98
185-111-25	2012	21	1	\$57.28	1	\$58.70	\$115.98
185-111-26	2013	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	MIONI	OTTIME TO	1 1100110	OMEN'T &	ILLO WILL	LE II TORE	niolo
185-111-27	2014	21	1	\$57.28	0	\$0.00	\$57.28
185-111-28	2015	21	1	\$57.28	1	\$58.70	\$115.98
185-111-29	2016	21	1	\$57.28	0	\$0.00	\$57.28
185-111-30	2017	21	1	\$57.28	1	\$58.70	\$115.98
185-111-31	2018	21	1	\$57.28	1	\$58.70	\$115.98
185-111-32	2019	21	1	\$57.28	1	\$58.70	\$115.98
185-111-33	2020	21	1	\$57.28	0	\$0.00	\$57.28
185-111-36	2021	21	1	\$57.28	1	\$58.70	\$115.98
185-111-37	2022	21	1	\$57.28	1	\$58.70	\$115.98
185-111-38	2023	21	1	\$57.28	0	\$0.00	\$57.28
185-111-39	2024	21	1	\$57.28	1	\$58.70	\$115.98
185-111-40	2025	21	1	\$57.28	1	\$58.70	\$115.98
185-111-41	2026	21	1	\$57.28	1	\$58.70	\$115.98
185-111-42	2027	21	1	\$57.28	1	\$58.70	\$115.98
185-111-43	2028	21	1	\$57.28	1	\$58.70	\$115.98
185-111-44	2029	21	1	\$57.28	0	\$0.00	\$57.28
185-111-45	2030	21	1	\$57.28	0	\$0.00	\$57.28
185-112-01	2031	21	1	\$57.28	1	\$58.70	\$115.98
185-112-02	2032	21	1	\$57.28	1	\$58.70	\$115.98
185-112-03	2033	21	1	\$57.28	1	\$58.70	\$115.98
185-112-04	2034	21	1	\$57.28	1	\$58.70	\$115.98
185-112-05	2035	21	1	\$57.28	1	\$58.70	\$115.98
185-112-06	2036	21	1	\$57.28	1	\$58.70	\$115.98
185-112-07	2037	21	1	\$57.28	1	\$58.70	\$115.98
185-112-08	2038	21	1	\$57.28	1	\$58.70	\$115.98
185-112-09	2039	21	0	\$0.00	0	\$0.00	\$0.00
185-121-01	2040	21	0	\$0.00	0	\$0.00	\$0.00
185-121-02	2041	21	1	\$57.28	1	\$58.70	\$115.98
185-121-03	2042	21	1	\$57.28	1	\$58.70	\$115.98
185-121-04	2043	21	1	\$57.28	1	\$58.70	\$115.98
185-121-05	2044	21	1	\$57.28	1	\$58.70	\$115.98
185-121-06	2045	21	1	\$57.28	1	\$58.70	\$115.98
185-121-07	2046	21	1	\$57.28	1	\$58.70	\$115.98
185-121-08	2047	21	1	\$57.28	1	\$58.70	\$115.98
185-121-09	2048	21	1	\$57.28	1	\$58.70	\$115.98
185-121-10	2049	21	1	\$57.28	1	\$58.70	\$115.98
185-121-11	2050	21	1	\$57.28	1	\$58.70	\$115.98
185-121-12	2051	21	1	\$57.28	1	\$58.70	\$115.98
185-121-13	2052	21	1	\$57.28	0	\$0.00	\$57.28
185-121-14	2053	21	0	\$0.00	0	\$0.00	\$0.00
185-131-01	2054	21	1	\$57.28	1	\$58.70	\$115.98
185-131-02	2055	21	1	\$57.28	1	\$58.70	\$115.98
185-131-03	2056	21	1	\$57.28	1	\$58.70	\$115.98
185-131-04	2057	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	AFFORT	CONVIENT	JI ASSES	SWILLINI &	ALLOWA	DLE INCKI	LASES
185-131-05	2058	21	1	\$57.28	1	\$58.70	\$115.98
185-131-06	2059	21	1	\$57.28	1	\$58.70	\$115.98
185-131-07	2060	21	1	\$57.28	1	\$58.70	\$115.98
185-131-08	2061	21	1	\$57.28	1	\$58.70	\$115.98
185-131-09	2062	21	1	\$57.28	1	\$58.70	\$115.98
185-131-10	2063	21	1	\$57.28	1	\$58.70	\$115.98
185-131-11	2064	21	1	\$57.28	1	\$58.70	\$115.98
185-131-12	2065	21	1	\$57.28	1	\$58.70	\$115.98
185-131-13	2066	21	1	\$57.28	1	\$58.70	\$115.98
185-131-14	2067	21	1	\$57.28	1	\$58.70	\$115.98
185-131-15	2068	21	1	\$57.28	1	\$58.70	\$115.98
185-132-01	2069	21	1	\$57.28	1	\$58.70	\$115.98
185-132-02	2070	21	1	\$57.28	1	\$58.70	\$115.98
185-132-03	2071	21	1	\$57.28	1	\$58.70	\$115.98
185-132-04	2072	21	1	\$57.28	1	\$58.70	\$115.98
185-132-05	2073	21	1	\$57.28	1	\$58.70	\$115.98
185-132-06	2074	21	1	\$57.28	1	\$58.70	\$115.98
185-132-07	2075	21	1	\$57.28	1	\$58.70	\$115.98
185-132-08	2076	21	1	\$57.28	1	\$58.70	\$115.98
185-132-09	2077	21	1	\$57.28	1	\$58.70	\$115.98
185-132-10	2078	21	1	\$57.28	1	\$58.70	\$115.98
185-132-11	2079	21	1	\$57.28	1	\$58.70	\$115.98
185-132-12	2080	21	1	\$57.28	1	\$58.70	\$115.98
185-132-13	2081	21	1	\$57.28	1	\$58.70	\$115.98
185-132-14	2082	21	1	\$57.28	1	\$58.70	\$115.98
185-132-15	2083	21	1	\$57.28	1	\$58.70	\$115.98
185-132-16	2084	21	1	\$57.28	1	\$58.70	\$115.98
185-132-17	2085	21	1	\$57.28	1	\$58.70	\$115.98
185-132-18	2086	21	1	\$57.28	1	\$58.70	\$115.98
185-132-19	2087	21	1	\$57.28	1	\$58.70	\$115.98
185-132-20	2088	21	1	\$57.28	1	\$58.70	\$115.98
185-132-21	2089	21	1	\$57.28	1	\$58.70	\$115.98
185-133-02	2090	21	1	\$57.28	1	\$58.70	\$115.98
185-133-03	2091	21	1	\$57.28	1	\$58.70	\$115.98
185-133-04	2092	21	1	\$57.28	0	\$0.00	\$57.28
185-133-05	2093	21	1	\$57.28	0	\$0.00	\$57.28
185-133-06	2094	21	1	\$57.28	1	\$58.70	\$115.98
185-133-07	2095	21	1	\$57.28	1	\$58.70	\$115.98
185-133-08	2096	21	1	\$57.28	1	\$58.70	\$115.98
185-133-09	2097	21	1	\$57.28	1	\$58.70	\$115.98
185-133-10	2098	21	1	\$57.28	1	\$58.70	\$115.98
185-133-11	2099	21	1	\$57.28	1	\$58.70	\$115.98
185-133-12	2100	21	1	\$57.28	1	\$58.70	\$115.98
185-133-13	2101	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	m i Okti	OTTIVIETT O	1100100	DIVIDITI W 1	LLO WILL	LE II TOKE	A LOLIO
185-133-14	2102	21	1	\$57.28	1	\$58.70	\$115.98
185-141-01	2103	21	1	\$57.28	1	\$58.70	\$115.98
185-141-02	2104	21	1	\$57.28	1	\$58.70	\$115.98
185-142-01	2105	21	1	\$57.28	1	\$58.70	\$115.98
185-142-02	2106	21	1	\$57.28	1	\$58.70	\$115.98
185-142-03	2107	21	1	\$57.28	1	\$58.70	\$115.98
185-142-04	2108	21	1	\$57.28	1	\$58.70	\$115.98
185-142-05	2109	21	1	\$57.28	1	\$58.70	\$115.98
185-142-06	2110	21	1	\$57.28	1	\$58.70	\$115.98
185-142-07	2111	21	1	\$57.28	1	\$58.70	\$115.98
185-142-08	2112	21	1	\$57.28	1	\$58.70	\$115.98
185-142-09	2113	21	1	\$57.28	1	\$58.70	\$115.98
185-142-10	2114	21	1	\$57.28	1	\$58.70	\$115.98
185-143-01	2115	21	1	\$57.28	1	\$58.70	\$115.98
185-143-02	2116	21	1	\$57.28	1	\$58.70	\$115.98
185-143-03	2117	21	1	\$57.28	1	\$58.70	\$115.98
185-143-04	2118	21	1	\$57.28	1	\$58.70	\$115.98
185-143-05	2119	21	1	\$57.28	1	\$58.70	\$115.98
185-143-06	2120	21	1	\$57.28	1	\$58.70	\$115.98
185-143-07	2121	21	1	\$57.28	1	\$58.70	\$115.98
185-143-08	2122	21	1	\$57.28	1	\$58.70	\$115.98
185-143-09	2123	21	1	\$57.28	1	\$58.70	\$115.98
185-143-10	2124	21	1	\$57.28	1	\$58.70	\$115.98
185-143-11	2125	21	1	\$57.28	1	\$58.70	\$115.98
185-143-12	2126	21	1	\$57.28	1	\$58.70	\$115.98
185-143-13	2127	21	1	\$57.28	1	\$58.70	\$115.98
185-143-14	2128	21	1	\$57.28	1	\$58.70	\$115.98
185-143-15	2129	21	1	\$57.28	1	\$58.70	\$115.98
185-143-16	2130	21	1	\$57.28	1	\$58.70	\$115.98
185-143-17	2131	21	1	\$57.28	1	\$58.70	\$115.98
185-143-18	2132	21	1	\$57.28	1	\$58.70	\$115.98
185-143-19	2133	21	1	\$57.28	1	\$58.70	\$115.98
185-143-20	2134	21	1	\$57.28	1	\$58.70	\$115.98
185-143-21	2135	21	1	\$57.28	1	\$58.70	\$115.98
185-143-22	2136	21	1	\$57.28	1	\$58.70	\$115.98
185-143-23	2137	21	1	\$57.28	1	\$58.70	\$115.98
185-143-24	2138	21	1	\$57.28	1	\$58.70	\$115.98
185-143-25	2139	21	1	\$57.28	1	\$58.70	\$115.98
185-144-01	2140	21	1	\$57.28	1	\$58.70	\$115.98
185-144-02	2141	21	1	\$57.28	1	\$58.70	\$115.98
185-144-03	2142	21	1	\$57.28	1	\$58.70	\$115.98
185-144-04	2143	21	1	\$57.28	0	\$0.00	\$57.28
185-144-05	2144	21	1	\$57.28	1	\$58.70	\$115.98
185-144-06	2145	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

WIETITOD OF	mioni	IOI (IVILITY)	or moone	DOIVILLI VI Q	, illico w	TIDEE IT (CI	LETIOL O
185-144-07	2146	21	1	\$57.28	1	\$58.70	\$115.98
185-144-08	2147	21	1	\$57.28	1	\$58.70	\$115.98
185-144-09	2148	21	1	\$57.28	1	\$58.70	\$115.98
185-144-10	2149	21	1	\$57.28	1	\$58.70	\$115.98
185-144-11	2150	21	1	\$57.28	1	\$58.70	\$115.98
185-144-12	2151	21	1	\$57.28	1	\$58.70	\$115.98
185-144-13	2152	21	1	\$57.28	1	\$58.70	\$115.98
185-144-14	2153	21	1	\$57.28	1	\$58.70	\$115.98
185-144-15	2154	21	1	\$57.28	1	\$58.70	\$115.98
185-145-01	2155	21	1	\$57.28	1	\$58.70	\$115.98
185-145-02	2156	21	1	\$57.28	1	\$58.70	\$115.98
185-145-03	2157	21	1	\$57.28	1	\$58.70	\$115.98
185-145-04	2158	21	1	\$57.28	1	\$58.70	\$115.98
185-145-05	2159	21	1	\$57.28	1	\$58.70	\$115.98
185-145-06	2160	21	1	\$57.28	1	\$58.70	\$115.98
185-145-07	2161	21	1	\$57.28	1	\$58.70	\$115.98
185-145-08	2162	21	1	\$57.28	1	\$58.70	\$115.98
185-145-09	2163	21	1	\$57.28	1	\$58.70	\$115.98
185-145-10	2164	21	1	\$57.28	1	\$58.70	\$115.98
185-145-11	2165	21	1	\$57.28	1	\$58.70	\$115.98
185-146-01	2166	21	1	\$57.28	1	\$58.70	\$115.98
185-146-02	2167	21	1	\$57.28	1	\$58.70	\$115.98
185-146-03	2168	21	1	\$57.28	1	\$58.70	\$115.98
185-146-04	2169	21	1	\$57.28	1	\$58.70	\$115.98
185-146-05	2170	21	1	\$57.28	1	\$58.70	\$115.98
185-146-06	2171	21	1	\$57.28	1	\$58.70	\$115.98
185-146-07	2172	21	1	\$57.28	1	\$58.70	\$115.98
185-146-08	2173	21	1	\$57.28	0	\$0.00	\$57.28
185-146-09	2174	21	1	\$57.28	0	\$0.00	\$57.28
185-151-01	2175	21	1	\$57.28	1	\$58.70	\$115.98
185-151-02	2176	21	1	\$57.28	1	\$58.70	\$115.98
185-152-01	2177	21	1	\$57.28	1	\$58.70	\$115.98
185-152-04	2178	21	1	\$57.28	1	\$58.70	\$115.98
185-153-01	2179	21	1	\$57.28	1	\$58.70	\$115.98
185-153-02	2180	21	1	\$57.28	1	\$58.70	\$115.98
185-153-03	2181	21	1	\$57.28	0	\$0.00	\$57.28
185-153-04	2182	21	1	\$57.28	1	\$58.70	\$115.98
185-153-05	2183	21	1	\$57.28	1	\$58.70	\$115.98
185-153-06	2184	21	1	\$57.28	1	\$58.70	\$115.98
185-153-07	2185	21	1	\$57.28	1	\$58.70	\$115.98
185-153-08	2186	21	1	\$57.28	1	\$58.70	\$115.98
185-153-09	2187	21	1	\$57.28	1	\$58.70	\$115.98
185-153-10	2188	21	1	\$57.28	1	\$58.70	\$115.98
185-153-11	2189	21	1	\$57.28	0	\$0.00	\$57.28

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	mioni	IOI WILLIAI C	or moone	ONILI (I &	THELO WIL	DEE II (CKI	2710120
185-153-12	2190	21	1	\$57.28	1	\$58.70	\$115.98
185-153-13	2191	21	1	\$57.28	1	\$58.70	\$115.98
185-153-14	2192	21	1	\$57.28	1	\$58.70	\$115.98
185-153-15	2193	21	1	\$57.28	0	\$0.00	\$57.28
185-153-16	2194	21	1	\$57.28	0	\$0.00	\$57.28
185-153-17	2195	21	1	\$57.28	1	\$58.70	\$115.98
185-153-18	2196	21	1	\$57.28	1	\$58.70	\$115.98
185-153-19	2197	21	1	\$57.28	1	\$58.70	\$115.98
185-153-20	2198	21	1	\$57.28	1	\$58.70	\$115.98
185-153-21	2199	21	1	\$57.28	1	\$58.70	\$115.98
185-154-01	2200	21	1	\$57.28	0	\$0.00	\$57.28
185-154-02	2201	21	1	\$57.28	1	\$58.70	\$115.98
185-154-03	2202	21	1	\$57.28	1	\$58.70	\$115.98
185-154-04	2203	21	1	\$57.28	1	\$58.70	\$115.98
185-154-05	2204	21	1	\$57.28	1	\$58.70	\$115.98
185-154-06	2205	21	1	\$57.28	1	\$58.70	\$115.98
185-154-07	2206	21	1	\$57.28	1	\$58.70	\$115.98
185-154-08	2207	21	1	\$57.28	1	\$58.70	\$115.98
185-154-11	2208	21	1	\$57.28	1	\$58.70	\$115.98
185-154-12	2209	21	1	\$57.28	1	\$58.70	\$115.98
185-154-13	2210	21	1	\$57.28	1	\$58.70	\$115.98
185-154-14	2211	21	1	\$57.28	1	\$58.70	\$115.98
185-154-15	2212	21	1	\$57.28	1	\$58.70	\$115.98
185-154-16	2213	21	1	\$57.28	1	\$58.70	\$115.98
185-154-17	2214	21	1	\$57.28	1	\$58.70	\$115.98
185-154-18	2215	21	1	\$57.28	1	\$58.70	\$115.98
185-154-19	2216	21	1	\$57.28	1	\$58.70	\$115.98
185-154-20	2217	21	1	\$57.28	1	\$58.70	\$115.98
185-154-21	2218	21	1	\$57.28	1	\$58.70	\$115.98
185-154-23	2219	21	1	\$57.28	0	\$0.00	\$57.28
185-155-01	2220	21	1	\$57.28	0	\$0.00	\$57.28
185-155-02	2221	21	1	\$57.28	1	\$58.70	\$115.98
185-155-03	2222	21	1	\$57.28	1	\$58.70	\$115.98
185-156-01	2223	21	1	\$57.28	1	\$58.70	\$115.98
185-156-02	2224	21	1	\$57.28	1	\$58.70	\$115.98
185-156-03	2225	21	1	\$57.28	1	\$58.70	\$115.98
185-156-04	2226	21	1	\$57.28	1	\$58.70	\$115.98
185-156-05	2227	21	1	\$57.28	0	\$0.00	\$57.28
185-156-06	2228	21	1	\$57.28	0	\$0.00	\$57.28
185-157-01	2229	21	1	\$57.28	0	\$0.00	\$57.28
185-157-02	2230	21	1	\$57.28	1	\$58.70	\$115.98
185-157-03	2231	21	1	\$57.28	0	\$0.00	\$57.28
185-157-04	2232	21	1	\$57.28	1	\$58.70	\$115.98
185-157-05	2233	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	AFFORT	IOMMENI	OI ASS	ESSMENT	& ALLOW	ADLE INCI	KLASLS
185-157-06	2234	21	1	\$57.28	1	\$58.70	\$115.98
185-157-07	2235	21	1	\$57.28	1	\$58.70	\$115.98
185-157-08	2236	21	1	\$57.28	1	\$58.70	\$115.98
185-158-01	2237	21	1	\$57.28	1	\$58.70	\$115.98
185-158-02	2238	21	1	\$57.28	0	\$0.00	\$57.28
185-161-01	2239	21	1	\$57.28	0	\$0.00	\$57.28
185-161-02	2240	21	1	\$57.28	1	\$58.70	\$115.98
185-161-03	2241	21	1	\$57.28	1	\$58.70	\$115.98
185-161-04	2242	21	1	\$57.28	1	\$58.70	\$115.98
185-161-05	2243	21	1	\$57.28	1	\$58.70	\$115.98
185-161-06	2244	21	1	\$57.28	1	\$58.70	\$115.98
185-161-07	2245	21	1	\$57.28	1	\$58.70	\$115.98
185-161-08	2246	21	1	\$57.28	1	\$58.70	\$115.98
185-161-09	2247	21	1	\$57.28	1	\$58.70	\$115.98
185-161-10	2248	21	1	\$57.28	1	\$58.70	\$115.98
185-161-11	2249	21	1	\$57.28	1	\$58.70	\$115.98
185-161-12	2250	21	1	\$57.28	1	\$58.70	\$115.98
185-161-13	2251	21	1	\$57.28	1	\$58.70	\$115.98
185-161-14	2252	21	1	\$57.28	1	\$58.70	\$115.98
185-161-15	2253	21	1	\$57.28	1	\$58.70	\$115.98
185-161-16	2254	21	1	\$57.28	0	\$0.00	\$57.28
185-161-17	2255	21	1	\$57.28	0	\$0.00	\$57.28
185-161-18	2256	21	1	\$57.28	0	\$0.00	\$57.28
185-162-01	2257	21	1	\$57.28	1	\$58.70	\$115.98
185-162-02	2258	21	1	\$57.28	1	\$58.70	\$115.98
185-162-03	2259	21	1	\$57.28	1	\$58.70	\$115.98
185-162-04	2260	21	1	\$57.28	0	\$0.00	\$57.28
185-162-05	2261	21	1	\$57.28	1	\$58.70	\$115.98
185-162-06	2262	21	1	\$57.28	1	\$58.70	\$115.98
185-162-07	2263	21	1	\$57.28	1	\$58.70	\$115.98
185-162-08	2264	21	1	\$57.28	1	\$58.70	\$115.98
185-163-01	2265	21	1	\$57.28	1	\$58.70	\$115.98
185-163-02	2266	21	1	\$57.28	1	\$58.70	\$115.98
185-163-03	2267	21	1	\$57.28	1	\$58.70	\$115.98
185-163-04	2268	21	1	\$57.28	1	\$58.70	\$115.98
185-163-05	2269	21	1	\$57.28	0	\$0.00	\$57.28
185-163-06	2270	21	1	\$57.28	1	\$58.70	\$115.98
185-163-07	2271	21	1	\$57.28	1	\$58.70	\$115.98
185-163-08	2272	21	1	\$57.28	0	\$0.00	\$57.28
185-163-09	2273	21	1	\$57.28	1	\$58.70	\$115.98
185-163-10	2274	21	1	\$57.28	1	\$58.70	\$115.98
185-163-11	2275	21	1	\$57.28	1	\$58.70	\$115.98
185-163-12	2276	21	1	\$57.28	1	\$58.70	\$115.98
185-163-13	2277	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	AFFORT	IOMMENT	OI ASS	ESSMIENI	& ALLOW	ADLE INC	KEASES
185-163-16	2278	21	1	\$57.28	0	\$0.00	\$57.28
185-163-17	2279	21	1	\$57.28	1	\$58.70	\$115.98
185-163-18	2280	21	1	\$57.28	1	\$58.70	\$115.98
185-163-19	2281	26	1	\$57.28	1	\$58.70	\$115.98
185-163-20	2282	26	1	\$57.28	1	\$58.70	\$115.98
185-164-01	2283	26	1	\$57.28	1	\$58.70	\$115.98
185-164-02	2284	26	0	\$0.00	0	\$0.00	\$0.00
185-171-01	2285	26	1	\$57.28	1	\$58.70	\$115.98
185-171-02	2286	26	1	\$57.28	1	\$58.70	\$115.98
185-171-03	2287	26	1	\$57.28	1	\$58.70	\$115.98
185-171-04	2288	26	1	\$57.28	1	\$58.70	\$115.98
185-171-05	2289	26	1	\$57.28	1	\$58.70	\$115.98
185-171-06	2290	26	1	\$57.28	1	\$58.70	\$115.98
185-172-01	2291	26	1	\$57.28	1	\$58.70	\$115.98
185-172-02	2292	26	1	\$57.28	1	\$58.70	\$115.98
185-172-03	2293	26	1	\$57.28	1	\$58.70	\$115.98
185-172-04	2294	26	1	\$57.28	1	\$58.70	\$115.98
185-172-05	2295	26	1	\$57.28	1	\$58.70	\$115.98
185-173-01	2296	26	1	\$57.28	1	\$58.70	\$115.98
185-173-02	2297	26	1	\$57.28	1	\$58.70	\$115.98
185-173-03	2298	26	1	\$57.28	1	\$58.70	\$115.98
185-173-04	2299	26	1	\$57.28	1	\$58.70	\$115.98
185-173-05	2300	26	1	\$57.28	1	\$58.70	\$115.98
185-173-06	2301	26	1	\$57.28	1	\$58.70	\$115.98
185-173-07	2302	26	1	\$57.28	1	\$58.70	\$115.98
185-173-08	2303	26	1	\$57.28	1	\$58.70	\$115.98
185-173-09	2304	26	1	\$57.28	1	\$58.70	\$115.98
185-173-10	2305	26	1	\$57.28	1	\$58.70	\$115.98
185-173-14	2306	26	1	\$57.28	1	\$58.70	\$115.98
185-173-18	2307	26	1	\$57.28	0	\$0.00	\$57.28
185-173-19	2308	26	1	\$57.28	0	\$0.00	\$57.28
185-174-01	2309	26	1	\$57.28	1	\$58.70	\$115.98
185-174-02	2310	26	1	\$57.28	1	\$58.70	\$115.98
185-174-03	2311	26	1	\$57.28	1	\$58.70	\$115.98
185-174-04	2312	26	1	\$57.28	1	\$58.70	\$115.98
185-191-01	2313	22	1	\$57.28	0	\$0.00	\$57.28
185-191-02	2314	22	1	\$57.28	1	\$58.70	\$115.98
185-192-01	2315	22	1	\$57.28	1	\$58.70	\$115.98
185-192-02	2316	22	1	\$57.28	1	\$58.70	\$115.98
185-192-03	2317	22	1	\$57.28	1	\$58.70	\$115.98
185-192-04	2318	22	1	\$57.28	0	\$0.00	\$57.28
185-192-05	2319	22	1	\$57.28	0	\$0.00	\$57.28
185-193-01	2320	22	1	\$57.28	1	\$58.70	\$115.98
185-193-02	2321	22	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	AFFORT	IOINMEINI	OI ASS	ESSMIENI	& ALLOW	ADLE INCI	ALASES
185-193-03	2322	22	1	\$57.28	0	\$0.00	\$57.28
185-193-04	2323	22	1	\$57.28	1	\$58.70	\$115.98
185-193-05	2324	22	1	\$57.28	0	\$0.00	\$57.28
185-193-06	2325	22	1	\$57.28	1	\$58.70	\$115.98
185-193-07	2326	22	1	\$57.28	0	\$0.00	\$57.28
185-193-08	2327	22	1	\$57.28	1	\$58.70	\$115.98
185-193-09	2328	22	1	\$57.28	1	\$58.70	\$115.98
185-193-10	2329	22	1	\$57.28	1	\$58.70	\$115.98
185-193-11	2330	22	1	\$57.28	1	\$58.70	\$115.98
185-193-14	2331	22	1	\$57.28	1	\$58.70	\$115.98
185-193-15	2332	22	1	\$57.28	1	\$58.70	\$115.98
185-193-16	2333	22	1	\$57.28	1	\$58.70	\$115.98
185-193-17	2334	22	1	\$57.28	1	\$58.70	\$115.98
185-193-19	2335	22	1	\$57.28	1	\$58.70	\$115.98
185-194-01	2336	22	1	\$57.28	1	\$58.70	\$115.98
185-194-02	2337	22	1	\$57.28	0	\$0.00	\$57.28
185-194-03	2338	22	1	\$57.28	1	\$58.70	\$115.98
185-194-04	2339	22	1	\$57.28	1	\$58.70	\$115.98
185-194-05	2340	22	1	\$57.28	1	\$58.70	\$115.98
185-194-06	2341	22	1	\$57.28	0	\$0.00	\$57.28
185-194-07	2342	22	1	\$57.28	1	\$58.70	\$115.98
185-194-08	2343	22	1	\$57.28	1	\$58.70	\$115.98
185-194-09	2344	22	1	\$57.28	1	\$58.70	\$115.98
185-194-10	2345	22	1	\$57.28	1	\$58.70	\$115.98
185-194-11	2346	22	1	\$57.28	1	\$58.70	\$115.98
185-194-12	2347	22	1	\$57.28	1	\$58.70	\$115.98
185-194-13	2348	22	1	\$57.28	0	\$0.00	\$57.28
185-194-14	2349	22	1	\$57.28	1	\$58.70	\$115.98
185-195-01	2350	22	1	\$57.28	1	\$58.70	\$115.98
185-195-02	2351	22	1	\$57.28	1	\$58.70	\$115.98
185-195-03	2352	22	1	\$57.28	1	\$58.70	\$115.98
185-195-04	2353	22	1	\$57.28	1	\$58.70	\$115.98
185-195-05	2354	22	1	\$57.28	1	\$58.70	\$115.98
185-195-06	2355	22	1	\$57.28	1	\$58.70	\$115.98
185-195-07	2356	22	1	\$57.28	1	\$58.70	\$115.98
185-195-08	2357	22	1	\$57.28	1	\$58.70	\$115.98
185-195-09	2358	22	1	\$57.28	1	\$58.70	\$115.98
185-195-10	2359	22	1	\$57.28	1	\$58.70	\$115.98
185-195-11	2360	22	1	\$57.28	1	\$58.70	\$115.98
185-195-12	2361	22	1	\$57.28	1	\$58.70	\$115.98
185-195-13	2362	22	1	\$57.28	1	\$58.70	\$115.98
185-195-14	2363	22	1	\$57.28	1	\$58.70	\$115.98
185-195-15	2364	22	1	\$57.28	1	\$58.70	\$115.98
185-195-16	2365	22	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	mioni	IOI WILLIAM	or moone	ONILI (I &	TILLO WIL	DEE II (CIG	2710120
185-195-17	2366	22	1	\$57.28	1	\$58.70	\$115.98
185-195-18	2367	22	1	\$57.28	1	\$58.70	\$115.98
185-195-19	2368	22	1	\$57.28	1	\$58.70	\$115.98
185-196-01	2369	22	1	\$57.28	1	\$58.70	\$115.98
185-196-02	2370	22	1	\$57.28	1	\$58.70	\$115.98
185-196-03	2371	22	1	\$57.28	1	\$58.70	\$115.98
185-196-06	2372	22	1	\$57.28	1	\$58.70	\$115.98
185-196-07	2373	22	1	\$57.28	1	\$58.70	\$115.98
185-196-08	2374	22	1	\$57.28	1	\$58.70	\$115.98
185-196-09	2375	22	1	\$57.28	1	\$58.70	\$115.98
185-196-10	2376	22	1	\$57.28	1	\$58.70	\$115.98
185-197-01	2377	22	1	\$57.28	1	\$58.70	\$115.98
185-197-02	2378	22	1	\$57.28	1	\$58.70	\$115.98
185-197-03	2379	22	1	\$57.28	0	\$0.00	\$57.28
185-197-04	2380	22	1	\$57.28	1	\$58.70	\$115.98
185-201-01	2381	22	1	\$57.28	1	\$58.70	\$115.98
185-201-02	2382	22	1	\$57.28	1	\$58.70	\$115.98
185-201-04	2383	22	1	\$57.28	1	\$58.70	\$115.98
185-201-06	2384	22	1	\$57.28	1	\$58.70	\$115.98
185-201-07	2385	22	1	\$57.28	1	\$58.70	\$115.98
185-201-08	2386	22	1	\$57.28	1	\$58.70	\$115.98
185-201-09	2387	22	1	\$57.28	1	\$58.70	\$115.98
185-201-10	2388	22	1	\$57.28	1	\$58.70	\$115.98
185-201-11	2389	22	1	\$57.28	1	\$58.70	\$115.98
185-201-12	2390	22	1	\$57.28	1	\$58.70	\$115.98
185-201-13	2391	22	1	\$57.28	1	\$58.70	\$115.98
185-201-14	2392	22	0	\$0.00	0	\$0.00	\$0.00
185-201-15	2393	22	1	\$57.28	1	\$58.70	\$115.98
185-201-16	2394	22	1	\$57.28	1	\$58.70	\$115.98
185-201-17	2395	22	1	\$57.28	1	\$58.70	\$115.98
185-221-01	2396	22	1	\$57.28	1	\$58.70	\$115.98
185-221-02	2397	22	1	\$57.28	0	\$0.00	\$57.28
185-221-03	2398	22	1	\$57.28	1	\$58.70	\$115.98
185-221-04	2399	22	1	\$57.28	1	\$58.70	\$115.98
185-221-05	2400	22	1	\$57.28	1	\$58.70	\$115.98
185-221-06	2401	22	1	\$57.28	1	\$58.70	\$115.98
185-221-07	2402	22	1	\$57.28	1	\$58.70	\$115.98
185-221-09	2403	22	1	\$57.28	1	\$58.70	\$115.98
185-221-10	2404	22	1	\$57.28	1	\$58.70	\$115.98
185-221-13	2405	22	1	\$57.28	1	\$58.70	\$115.98
185-221-15 185-221-16	2406	22	1	\$57.28	1	\$58.70	\$115.98
185-221-16	2407 2408	22 22	1	\$57.28	0	\$0.00	\$57.28
185-221-17	2409	22	1	\$57.28	0	\$0.00	\$57.28
103-221-10	2403		1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	AFFORT	IOINNILINI	OI ASS	ESSMILI	& ALLOW	ADLE INCI	ALASES
185-221-19	2410	22	1	\$57.28	1	\$58.70	\$115.98
185-221-20	2411	22	1	\$57.28	1	\$58.70	\$115.98
185-221-21	2412	22	1	\$57.28	1	\$58.70	\$115.98
185-221-22	2413	22	1	\$57.28	1	\$58.70	\$115.98
185-221-23	2414	22	1	\$57.28	0	\$0.00	\$57.28
185-221-25	2415	22	1	\$57.28	1	\$58.70	\$115.98
185-221-28	2416	22	1	\$57.28	0	\$0.00	\$57.28
185-221-30	2417	22	1	\$57.28	1	\$58.70	\$115.98
185-221-31	2418	22	1	\$57.28	1	\$58.70	\$115.98
185-222-01	2419	22	1	\$57.28	1	\$58.70	\$115.98
185-222-02	2420	22	1	\$57.28	1	\$58.70	\$115.98
185-222-03	2421	22	1	\$57.28	1	\$58.70	\$115.98
185-222-04	2422	22	1	\$57.28	1	\$58.70	\$115.98
185-222-05	2423	22	1	\$57.28	1	\$58.70	\$115.98
185-222-06	2424	22	1	\$57.28	1	\$58.70	\$115.98
185-222-07	2425	22	1	\$57.28	1	\$58.70	\$115.98
185-222-08	2426	22	1	\$57.28	1	\$58.70	\$115.98
185-222-09	2427	22	0	\$0.00	0	\$0.00	\$0.00
185-251-01	2428	22	1	\$57.28	1	\$58.70	\$115.98
185-251-02	2429	22	1	\$57.28	1	\$58.70	\$115.98
185-251-03	2430	22	1	\$57.28	1	\$58.70	\$115.98
185-251-04	2431	22	1	\$57.28	1	\$58.70	\$115.98
185-251-05	2432	22	1	\$57.28	0	\$0.00	\$57.28
185-251-06	2433	22	1	\$57.28	1	\$58.70	\$115.98
185-252-01	2434	22	1	\$57.28	1	\$58.70	\$115.98
185-252-02	2435	22	1	\$57.28	1	\$58.70	\$115.98
185-253-01	2436	22	1	\$57.28	0	\$0.00	\$57.28
185-253-02	2437	22	1	\$57.28	0	\$0.00	\$57.28
185-253-03	2438	22	1	\$57.28	1	\$58.70	\$115.98
185-253-04	2439	22	1	\$57.28	1	\$58.70	\$115.98
185-253-05	2440	22	1	\$57.28	1	\$58.70	\$115.98
185-253-06	2441	22	1	\$57.28	0	\$0.00	\$57.28
185-253-07	2442	22	1	\$57.28	1	\$58.70	\$115.98
185-254-01	2443	22	1	\$57.28	1	\$58.70	\$115.98
185-254-02	2444	22	1	\$57.28	1	\$58.70	\$115.98
185-254-03	2445	22	1	\$57.28	1	\$58.70	\$115.98
185-254-04	2446	22	1	\$57.28	1	\$58.70	\$115.98
185-254-05	2447	22	1	\$57.28	1	\$58.70	\$115.98
185-255-01	2448	22	1	\$57.28	1	\$58.70	\$115.98
185-255-02	2449	22	1	\$57.28	1	\$58.70	\$115.98
185-255-03	2450	22	1	\$57.28	1	\$58.70	\$115.98
185-255-04	2451	22	1	\$57.28	1	\$58.70	\$115.98
185-255-05	2452	22	1	\$57.28	1	\$58.70	\$115.98
185-255-06	2453	22	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	mioni	OTTILITI	OI MODE	ONIE C	v illeo wii	DEE II (CIG	2110120
185-255-07	2454	22	1	\$57.28	1	\$58.70	\$115.98
185-255-08	2455	22	1	\$57.28	1	\$58.70	\$115.98
185-255-09	2456	22	1	\$57.28	1	\$58.70	\$115.98
185-255-10	2457	22	1	\$57.28	1	\$58.70	\$115.98
185-255-11	2458	22	1	\$57.28	1	\$58.70	\$115.98
185-255-12	2459	22	1	\$57.28	1	\$58.70	\$115.98
185-255-13	2460	22	1	\$57.28	1	\$58.70	\$115.98
185-256-01	2461	22	1	\$57.28	1	\$58.70	\$115.98
185-256-02	2462	22	1	\$57.28	1	\$58.70	\$115.98
185-256-03	2463	22	1	\$57.28	1	\$58.70	\$115.98
185-256-04	2464	22	1	\$57.28	1	\$58.70	\$115.98
185-256-05	2465	22	1	\$57.28	1	\$58.70	\$115.98
185-271-01	2466	22	1	\$57.28	1	\$58.70	\$115.98
185-271-02	2467	22	1	\$57.28	1	\$58.70	\$115.98
185-271-03	2468	22	1	\$57.28	1	\$58.70	\$115.98
185-271-04	2469	22	1	\$57.28	0	\$0.00	\$57.28
185-271-05	2470	22	1	\$57.28	1	\$58.70	\$115.98
185-271-06	2471	22	1	\$57.28	0	\$0.00	\$57.28
185-271-07	2472	22	1	\$57.28	1	\$58.70	\$115.98
185-271-08	2473	22	1	\$57.28	1	\$58.70	\$115.98
185-271-09	2474	22	1	\$57.28	0	\$0.00	\$57.28
185-271-10	2475	22	1	\$57.28	1	\$58.70	\$115.98
185-271-11	2476	22	1	\$57.28	0	\$0.00	\$57.28
185-271-12	2477	22	1	\$57.28	1	\$58.70	\$115.98
185-271-13	2478	22	1	\$57.28	0	\$0.00	\$57.28
185-271-14	2479	22	1	\$57.28	1	\$58.70	\$115.98
185-271-15	2480	22	1	\$57.28	1	\$58.70	\$115.98
185-271-16	2481	22	0	\$0.00	0	\$0.00	\$0.00
185-272-01	2482	22	1	\$57.28	1	\$58.70	\$115.98
185-272-02	2483	22	1	\$57.28	1	\$58.70	\$115.98
185-272-03	2484	22	1	\$57.28	1	\$58.70	\$115.98
185-272-04	2485	22	1	\$57.28	1	\$58.70	\$115.98
185-272-05	2486	22	1	\$57.28	1	\$58.70	\$115.98
185-272-06	2487	22	1	\$57.28	1	\$58.70	\$115.98
185-272-07	2488	22	1	\$57.28	1	\$58.70	\$115.98
185-273-01	2489	22	1	\$57.28	1	\$58.70	\$115.98
185-273-02	2490	22	1	\$57.28	1	\$58.70	\$115.98
186-041-02	2491	10	1.455	\$83.34	1.45	\$85.12	\$168.46
186-041-03	2492	10	1.905	\$109.12	1.91	\$112.12	\$221.24
186-042-02	2493	10	1	\$57.28	1	\$58.70	\$115.98
186-042-03	2494	10	1	\$57.28	1	\$58.70	\$115.98
186-051-05	2495	10	1	\$57.28	1	\$58.70	\$115.98
186-051-06	2496	10	1	\$57.28	1	\$58.70	\$115.98
186-051-07	2497	10	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

186-051-08	2498	10	1	\$57.28	1	\$58.70	\$115.98
186-051-09	2499	10	1	\$57.28	0	\$0.00	\$57.28
186-051-10	2500	10	0	\$0.00	0	\$0.00	\$0.00
186-051-11	2501	10	1	\$57.28	1	\$58.70	\$115.98
186-051-12	2502	10	1	\$57.28	1	\$58.70	\$115.98
186-051-13	2503	10	1	\$57.28	1	\$58.70	\$115.98
186-071-03	2504	13	1	\$57.28	1	\$58.70	\$115.98
186-071-04	2505	10	1.455	\$83.34	1.46	\$85.70	\$169.04
186-071-05	2506	10	1	\$57.28	1	\$58.70	\$115.98
186-071-09	2507	10	1	\$57.28	1	\$58.70	\$115.98
186-072-01	2508	10	1	\$57.28	0	\$0.00	\$57.28
186-072-09	2509	10	0	\$0.00	0	\$0.00	\$0.00
186-072-10	2510	10	1	\$57.28	1	\$58.70	\$115.98
186-072-16	2511	10	1	\$57.28	1	\$58.70	\$115.98
186-072-17	2512	10	1	\$57.28	1	\$58.70	\$115.98
186-081-05	2513	10	1	\$57.28	0	\$0.00	\$57.28
186-081-07	2514	10	1	\$57.28	1	\$58.70	\$115.98
186-081-08	2515	10	1	\$57.28	1	\$58.70	\$115.98
186-081-09	2516	10	1	\$57.28	0	\$0.00	\$57.28
186-081-10	2517	10	1	\$57.28	1	\$58.70	\$115.98
186-081-15	2518	10	1	\$57.28	1	\$58.70	\$115.98
186-081-16	2519	10	1	\$57.28	1	\$58.70	\$115.98
186-081-17	2520	10	1	\$57.28	1	\$58.70	\$115.98
186-081-18	2521	10	1	\$57.28	1	\$58.70	\$115.98
186-081-19	2522	10	1	\$57.28	1	\$58.70	\$115.98
186-081-20	2523	10	1	\$57.28	1	\$58.70	\$115.98
186-081-21	2524	10	1	\$57.28	0	\$0.00	\$57.28
186-082-01	2525	10	1	\$57.28	1	\$58.70	\$115.98
186-082-02	2526	10	1	\$57.28	0	\$0.00	\$57.28
186-091-01	2527	13	1	\$57.28	0	\$0.00	\$57.28
186-091-02	2528	13	1	\$57.28	1	\$58.70	\$115.98
186-091-08	2529	13	1	\$57.28	0	\$0.00	\$57.28
186-091-10	2530	13	1	\$57.28	1	\$58.70	\$115.98
186-092-01	2531	10	1.5	\$85.94	1.5	\$88.06	\$174.00
186-092-02	2532	10	1	\$57.28	1	\$58.70	\$115.98
186-092-04	2533	10	1	\$57.28	1	\$58.70	\$115.98
186-092-05	2534	10	1	\$57.28	1	\$58.70	\$115.98
186-092-06	2535	10	1	\$57.28	1	\$58.70	\$115.98
186-092-08	2536	10	1	\$57.28	1	\$58.70	\$115.98
186-092-09	2537	10	1	\$57.28	0	\$0.00	\$57.28
186-092-10	2538	10	1	\$57.28	0	\$0.00	\$57.28
186-092-11	2539	10	1	\$57.28	1	\$58.70	\$115.98
186-092-12	2540	10	1	\$57.28	1	\$58.70	\$115.98
186-092-14	2541	10	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHODO	1 111 1 0	KIIOI WIL	111 01 1100	LOUNIEIVI	& ille	WINDEL II (C)	KL/KOLO
186-101-02	2542	10	1	\$57.28	1	\$58.70	\$115.98
186-101-03	2543	10	1	\$57.28	1	\$58.70	\$115.98
186-101-04	2544	10	1	\$57.28	1	\$58.70	\$115.98
186-101-05	2545	10	1	\$57.28	1	\$58.70	\$115.98
186-101-06	2546	15	1	\$57.28	1	\$58.70	\$115.98
186-101-08	2547	15	1	\$57.28	1	\$58.70	\$115.98
186-101-09	2548	15	0	\$0.00	0	\$0.00	\$0.00
186-101-10	2549	15	1	\$57.28	1	\$58.70	\$115.98
186-101-13	2550	10	1	\$57.28	1	\$58.70	\$115.98
186-101-14	2551	10	1	\$57.28	1	\$58.70	\$115.98
186-101-15	2552	10	1	\$57.28	1	\$58.70	\$115.98
186-101-16	2553	10	1	\$57.28	1	\$58.70	\$115.98
186-101-17	2554	10	0	\$0.00	0	\$0.00	\$0.00
186-111-01	2555	13	1	\$57.28	1	\$58.70	\$115.98
186-111-02	2556	13	1	\$57.28	0	\$0.00	\$57.28
186-112-01	2557	13	1.5	\$85.94	1.5	\$88.06	\$174.00
186-112-02	2558	13	1	\$57.28	1	\$58.70	\$115.98
186-112-23	2559M	8	1	\$57.28	1	\$58.70	\$115.98
186-112-07	2560	15	1	\$57.28	1	\$58.70	\$115.98
186-112-08	2561	15	1	\$57.28	1	\$58.70	\$115.98
186-112-14	2562	14	1	\$57.28	1	\$58.70	\$115.98
186-112-15	2563	15	1	\$57.28	1	\$58.70	\$115.98
186-112-16	2564	14	1	\$57.28	1	\$58.70	\$115.98
186-112-18	2565	15	1	\$57.28	1	\$58.70	\$115.98
186-112-21	2568	15	5.4	\$309.32	0	\$0.00	\$309.32
186-112-22	2569	15	1	\$57.28	1	\$58.70	\$115.98
186-121-14	2570	15	1	\$57.28	0	\$0.00	\$57.28
186-121-17	2571	15	1	\$57.28	1	\$58.70	\$115.98
186-121-18	2572	15	1	\$57.28	1	\$58.70	\$115.98
186-121-21	2573	15	1	\$57.28	0	\$0.00	\$57.28
186-121-24	2574	14	1	\$57.28	1	\$58.70	\$115.98
186-121-25	2575	14	1	\$57.28	1	\$58.70	\$115.98
186-121-28	2576	14	1	\$57.28	1	\$58.70	\$115.98
186-121-29	2577	14	1	\$57.28	1	\$58.70	\$115.98
186-121-30	2578	14	0	\$0.00	0	\$0.00	\$0.00
186-121-31	2579	14	1	\$57.28	1	\$58.70	\$115.98
186-121-37	2580M	14	1	\$57.28	1	\$58.70	\$115.98
186-121-36	2582	14	1	\$57.28	1	\$58.70	\$115.98
186-122-07	2583	14	0	\$0.00	0	\$0.00	\$0.00
186-122-08	2584	14	1	\$57.28	1	\$58.70	\$115.98
186-131-03	2585	8	1	\$57.28	1	\$58.70	\$115.98
186-131-04	2586	8	1	\$57.28	1	\$58.70	\$115.98
186-132-04	2587	14	0	\$0.00	0	\$0.00	\$0.00
186-132-14	2588	14	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mion	11011111	2111 01 1100	LOUIVILIVI	& ALLO	WINDEL II (C	KLHOLO
186-132-15	2589	14	1	\$57.28	0	\$0.00	\$57.28
186-132-18	2590	14	0	\$0.00	0	\$0.00	\$0.00
186-132-22	2591	14	1	\$57.28	0	\$0.00	\$57.28
186-132-23	2592	14	1	\$57.28	1	\$58.70	\$115.98
186-132-24	2593	14	1	\$57.28	0	\$0.00	\$57.28
186-132-25	2594	14	1	\$57.28	1	\$58.70	\$115.98
186-132-26	2595	14	4.78	\$273.80	4.79	\$281.18	\$554.98
186-132-27	2596	14	1	\$57.28	1	\$58.70	\$115.98
186-132-40	2597	14	1	\$57.28	1	\$58.70	\$115.98
186-132-41	2598	14	1	\$57.28	1	\$58.70	\$115.98
186-132-42	2599	14	1	\$57.28	0	\$0.00	\$57.28
186-141-01	2600	27	0	\$0.00	0	\$0.00	\$0.00
186-141-02	2601	27	1	\$57.28	1	\$58.70	\$115.98
186-141-03	2602	27	1	\$57.28	1	\$58.70	\$115.98
186-141-04	2603	27	1	\$57.28	0	\$0.00	\$57.28
186-141-05	2604	27	1	\$57.28	1	\$58.70	\$115.98
186-141-06	2605	27	1	\$57.28	1	\$58.70	\$115.98
186-141-07	2606	27	1	\$57.28	1	\$58.70	\$115.98
186-141-09	2607	27	1	\$57.28	1	\$58.70	\$115.98
186-141-10	2608	27	1	\$57.28	0	\$0.00	\$57.28
186-141-11	2609	27	1	\$57.28	1	\$58.70	\$115.98
186-141-15	2610	27	1	\$57.28	0	\$0.00	\$57.28
186-141-16	2611	27	1	\$57.28	1	\$58.70	\$115.98
186-141-17	2612	27	1	\$57.28	1	\$58.70	\$115.98
186-141-20	2613	27	0	\$0.00	0	\$0.00	\$0.00
186-141-22	2614	27	1	\$57.28	1	\$58.70	\$115.98
186-141-23	2615	27	1	\$57.28	1	\$58.70	\$115.98
186-141-24	2616	27	1	\$57.28	1	\$58.70	\$115.98
186-141-26	2617	27	1	\$57.28	1	\$58.70	\$115.98
186-141-30	2618	27	0	\$0.00	0	\$0.00	\$0.00
186-141-31	2619	27	0	\$0.00	0	\$0.00	\$0.00
186-141-32	2620	27	0	\$0.00	0	\$0.00	\$0.00
186-141-33	2621	27	1	\$57.28	1	\$58.70	\$115.98
186-141-34	2622	27	1	\$57.28	1	\$58.70	\$115.98
186-142-01	2623	27	1	\$57.28	1	\$58.70	\$115.98
186-142-02	2624	27	1	\$57.28	1	\$58.70	\$115.98
186-142-37	2625M	27	1	\$57.28	1	\$58.70	\$115.98
186-142-05	2626	27	1	\$57.28	1	\$58.70	\$115.98
186-142-06	2627	27	1	\$57.28	1	\$58.70	\$115.98
186-142-07	2628	27	1	\$57.28	1	\$58.70	\$115.98
186-142-14	2630	27	1	\$57.28	0	\$0.00	\$57.28
186-142-15	2631	27	0	\$0.00	0	\$0.00	\$0.00
186-142-16	2632	27	1	\$57.28	1	\$58.70	\$115.98
186-142-17	2633	27	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mion	I I O I VIVIL	11 01 11001	Ecolvi Ei v i	W ILLEO	WINDLE II (C)	KE/KOEO
186-142-18	2634	27	1	\$57.28	1	\$58.70	\$115.98
186-142-19	2635	27	1	\$57.28	1	\$58.70	\$115.98
186-142-20	2636	27	1	\$57.28	1	\$58.70	\$115.98
186-142-25	2637	27	1	\$57.28	0	\$0.00	\$57.28
186-142-26	2638	27	1	\$57.28	0	\$0.00	\$57.28
186-142-27	2639	27	1	\$57.28	1	\$58.70	\$115.98
186-142-30	2640	27	0	\$0.00	0	\$0.00	\$0.00
186-142-32	2642	27	1	\$57.28	1	\$58.70	\$115.98
186-142-33	2643	27	0	\$0.00	0	\$0.00	\$0.00
186-142-34	2644	27	1	\$57.28	1	\$58.70	\$115.98
186-142-35	2645	27	1	\$57.28	1	\$58.70	\$115.98
186-142-36	2646	27	1	\$57.28	1	\$58.70	\$115.98
186-152-02	2647	14	1	\$57.28	1	\$58.70	\$115.98
186-152-03	2648	14	1	\$57.28	1	\$58.70	\$115.98
186-152-10	2649	14	1	\$57.28	1	\$58.70	\$115.98
186-152-11	2650	14	1	\$57.28	1	\$58.70	\$115.98
186-153-01	2651	27	1	\$57.28	1	\$58.70	\$115.98
186-153-02	2652	27	1	\$57.28	1	\$58.70	\$115.98
186-153-03	2653	27	1	\$57.28	0	\$0.00	\$57.28
186-153-04	2654	27	1	\$57.28	1	\$58.70	\$115.98
186-153-05	2655	14	1	\$57.28	1	\$58.70	\$115.98
186-153-06	2656	14	1	\$57.28	1	\$58.70	\$115.98
186-153-71	2657M	14	1	\$57.28	1	\$58.70	\$115.98
186-153-21	2658	14	1.5	\$85.92	1.5	\$88.06	\$173.98
186-153-22	2659	14	1	\$57.28	1	\$58.70	\$115.98
186-153-23	2660	14	1	\$57.28	1	\$58.70	\$115.98
186-153-24	2661	14	0	\$0.00	0	\$0.00	\$0.00
186-153-26	2662	14	1	\$57.28	1	\$58.70	\$115.98
186-153-35	2663	14	1	\$57.28	1	\$58.70	\$115.98
186-153-36	2664	14	1	\$57.28	1	\$58.70	\$115.98
186-153-37	2665	14	1	\$57.28	1	\$58.70	\$115.98
186-153-38	2666	14	0	\$0.00	0	\$0.00	\$0.00
186-153-44	2667	14	1	\$57.28	0	\$0.00	\$57.28
186-153-45	2668	14	1	\$57.28	1	\$58.70	\$115.98
186-153-48	2669	14	1	\$57.28	1	\$58.70	\$115.98
186-153-49	2670	14	0	\$0.00	0	\$0.00	\$0.00
186-153-51	2671	14	1	\$57.28	1	\$58.70	\$115.98
186-153-52	2672	14	1	\$57.28	1	\$58.70	\$115.98
186-153-53	2673	14	1	\$57.28	1	\$58.70	\$115.98
186-153-55	2674	14	1	\$57.28	1	\$58.70	\$115.98
186-153-56	2675	14	1	\$57.28	1	\$58.70	\$115.98
186-153-57	2676	14	1	\$57.28	1	\$58.70	\$115.98
186-153-58	2677	14	1	\$57.28	1	\$58.70	\$115.98
186-153-59	2678	14	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	mioni	OTUMETUT	JI MOOL	CONTENT	w melo w	TIDLE IT (CI	LETIOL O
186-153-60	2679	14	1	\$57.28	1	\$58.70	\$115.98
186-153-61	2680	14	1	\$57.28	1	\$58.70	\$115.98
186-153-62	2681	14	1	\$57.28	1	\$58.70	\$115.98
186-153-69	2683	14	1	\$57.28	1	\$58.70	\$115.98
186-153-70	2684	14	1	\$57.28	1	\$58.70	\$115.98
186-470-65	2685	26	0	\$0.00	0	\$0.00	\$0.00
186-470-66	2686	26	0	\$0.00	0	\$0.00	\$0.00
186-470-81	2687	19	0	\$0.00	0	\$0.00	\$0.00
186-470-85	2688	22	1	\$57.28	1	\$58.70	\$115.98
186-470-87	2689	22	1	\$57.28	1	\$58.70	\$115.98
186-470-90	2690	19	0	\$0.00	0	\$0.00	\$0.00
186-470-91	2691	25	0	\$0.00	0	\$0.00	\$0.00
186-470-93	2692	19	0	\$0.00	0	\$0.00	\$0.00
186-470-99	2693	17	1	\$57.28	1	\$58.70	\$115.98
186-491-01	2694	22	1	\$57.28	1	\$58.70	\$115.98
186-491-02	2695	22	1	\$57.28	1	\$58.70	\$115.98
186-491-03	2696	22	1	\$57.28	1	\$58.70	\$115.98
186-491-04	2697	22	1	\$57.28	1	\$58.70	\$115.98
186-491-05	2698	22	1	\$57.28	1	\$58.70	\$115.98
186-491-06	2699	22	1	\$57.28	1	\$58.70	\$115.98
186-491-07	2700	22	1	\$57.28	1	\$58.70	\$115.98
186-492-01	2701	26	1	\$57.28	1	\$58.70	\$115.98
186-492-02	2702	26	1	\$57.28	1	\$58.70	\$115.98
186-492-03	2703	22	1	\$57.28	1	\$58.70	\$115.98
186-492-04	2704	22	1	\$57.28	1	\$58.70	\$115.98
186-492-05	2705	22	1	\$57.28	1	\$58.70	\$115.98
186-492-06	2706	22	1	\$57.28	1	\$58.70	\$115.98
186-492-07	2707	22	1	\$57.28	1	\$58.70	\$115.98
186-492-08	2708	22	1	\$57.28	1	\$58.70	\$115.98
186-492-09	2709	22	1	\$57.28	1	\$58.70	\$115.98
186-492-10	2710	22	1	\$57.28	1	\$58.70	\$115.98
186-492-11	2711	22	1	\$57.28	1	\$58.70	\$115.98
186-492-12	2712	26	1	\$57.28	1	\$58.70	\$115.98
186-492-13	2713	26	1	\$57.28	1	\$58.70	\$115.98
186-492-14	2714	26	1	\$57.28	1	\$58.70	\$115.98
186-493-01	2715	26	1	\$57.28	1	\$58.70	\$115.98
186-493-02	2716	26	1	\$57.28	1	\$58.70	\$115.98
186-493-03	2717	26	1	\$57.28	1	\$58.70	\$115.98
186-493-05	2718	26	1	\$57.28	1	\$58.70	\$115.98
186-493-06	2719	26	1	\$57.28	1	\$58.70	\$115.98
186-493-07	2720	26	1	\$57.28	1	\$58.70	\$115.98
186-493-08	2721	22	1	\$57.28	1	\$58.70	\$115.98
186-493-09	2722	22	1	\$57.28	1	\$58.70	\$115.98
186-493-10	2723	22	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	MIONI	OTTIMETT	i noolo	ONILI (I & I	ELO WILL	DEE II TORE	2710120
186-493-11	2724	22	1	\$57.28	1	\$58.70	\$115.98
186-493-12	2725	22	1	\$57.28	1	\$58.70	\$115.98
186-493-13	2726	22	1	\$57.28	1	\$58.70	\$115.98
186-493-14	2727	22	1	\$57.28	1	\$58.70	\$115.98
186-493-15	2728	22	1	\$57.28	1	\$58.70	\$115.98
186-493-16	2729	22	1	\$57.28	1	\$58.70	\$115.98
186-493-17	2730	22	1	\$57.28	1	\$58.70	\$115.98
186-493-18	2731	22	1	\$57.28	1	\$58.70	\$115.98
186-493-19	2732	22	1	\$57.28	0	\$0.00	\$57.28
186-493-21	2733	26	1	\$57.28	1	\$58.70	\$115.98
186-493-22	2734	26	1	\$57.28	1	\$58.70	\$115.98
186-493-23	2735	26	1	\$57.28	1	\$58.70	\$115.98
186-493-24	2736	26	1	\$57.28	1	\$58.70	\$115.98
186-493-25	2737	26	1	\$57.28	1	\$58.70	\$115.98
186-493-26	2738	26	1	\$57.28	1	\$58.70	\$115.98
186-493-27	2739	26	1	\$57.28	1	\$58.70	\$115.98
186-493-28	2740	26	1	\$57.28	1	\$58.70	\$115.98
186-493-29	2741	26	0	\$0.00	0	\$0.00	\$0.00
186-493-30	2742	26	1	\$57.28	1	\$58.70	\$115.98
186-494-01	2743	26	1	\$57.28	1	\$58.70	\$115.98
186-494-02	2744	26	1	\$57.28	1	\$58.70	\$115.98
186-494-03	2745	26	1	\$57.28	1	\$58.70	\$115.98
186-494-04	2746	26	1	\$57.28	1	\$58.70	\$115.98
186-494-05	2747	26	1	\$57.28	1	\$58.70	\$115.98
186-495-01	2748	26	1	\$57.28	1	\$58.70	\$115.98
186-495-02	2749	26	1	\$57.28	1	\$58.70	\$115.98
186-495-03	2750	22	1	\$57.28	1	\$58.70	\$115.98
186-495-04	2751	22	1	\$57.28	1	\$58.70	\$115.98
186-495-05	2752	22	1	\$57.28	0	\$0.00	\$57.28
186-501-01	2753	22	1	\$57.28	1	\$58.70	\$115.98
186-501-02	2754	22	1	\$57.28	1	\$58.70	\$115.98
186-502-01	2755	22	1	\$57.28	1	\$58.70	\$115.98
186-502-02	2756	22	1	\$57.28	1	\$58.70	\$115.98
186-502-03	2757	22	1	\$57.28	0	\$0.00	\$57.28
186-502-06	2758	22	1	\$57.28	1	\$58.70	\$115.98
186-502-08	2759	22	1	\$57.28	1	\$58.70	\$115.98
186-502-09	2760	22	1	\$57.28	1	\$58.70	\$115.98
186-502-10	2761	22	1	\$57.28	0	\$0.00	\$57.28
186-502-11	2762	22	1	\$57.28	1	\$58.70	\$115.98
186-502-12	2763	22	1	\$57.28	1	\$58.70	\$115.98
186-502-13	2764	22	1	\$57.28	1	\$58.70	\$115.98
186-502-14	2765	22	1	\$57.28	1	\$58.70	\$115.98
186-502-15	2766	22	1	\$57.28	1	\$58.70	\$115.98
186-502-16	2767	22	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	mioni	OTUILIT	01 7100	Econie 1	œ ille v	VIIDEE II (CI	KE/KOEO
186-502-17	2768	22	1	\$57.28	1	\$58.70	\$115.98
186-502-18	2769	22	1	\$57.28	0	\$0.00	\$57.28
186-502-19	2770	22	1	\$57.28	1	\$58.70	\$115.98
186-502-20	2771	22	1	\$57.28	1	\$58.70	\$115.98
186-502-22	2772	22	1	\$57.28	1	\$58.70	\$115.98
186-502-23	2773	22	1	\$57.28	1	\$58.70	\$115.98
186-502-25	2774	22	1	\$57.28	1	\$58.70	\$115.98
186-503-01	2775	22	1	\$57.28	1	\$58.70	\$115.98
186-503-02	2776	22	1	\$57.28	1	\$58.70	\$115.98
186-503-03	2777	22	1	\$57.28	1	\$58.70	\$115.98
186-503-04	2778	22	1	\$57.28	1	\$58.70	\$115.98
186-503-05	2779	22	1	\$57.28	1	\$58.70	\$115.98
186-503-06	2780	22	1	\$57.28	1	\$58.70	\$115.98
186-503-07	2781	22	1	\$57.28	1	\$58.70	\$115.98
186-504-02	2782	22	1	\$57.28	1	\$58.70	\$115.98
186-504-03	2783	22	1	\$57.28	1	\$58.70	\$115.98
186-504-04	2784	22	1	\$57.28	1	\$58.70	\$115.98
186-504-05	2785	22	1	\$57.28	1	\$58.70	\$115.98
186-504-06	2786	22	1	\$57.28	1	\$58.70	\$115.98
186-504-08	2787	22	1	\$57.28	1	\$58.70	\$115.98
186-510-01	2788	22	1	\$57.28	0	\$0.00	\$57.28
186-510-02	2789	22	1	\$57.28	0	\$0.00	\$57.28
186-510-03	2790	22	1	\$57.28	1	\$58.70	\$115.98
186-510-04	2791	22	1	\$57.28	1	\$58.70	\$115.98
186-510-05	2792	22	1	\$57.28	1	\$58.70	\$115.98
186-520-01	2793	9	1	\$57.28	1	\$58.70	\$115.98
186-520-02	2794	9	1	\$57.28	1	\$58.70	\$115.98
186-520-03	2795	10	1	\$57.28	1	\$58.70	\$115.98
186-520-06	2796	10	8	\$458.26	0	\$0.00	\$458.26
186-520-09	2797	10	1.5	\$85.92	0	\$0.00	\$85.92
186-520-10	2798	10	0	\$0.00	0	\$0.00	\$0.00
186-520-11	2799	10	8	\$458.26	0	\$0.00	\$458.26
186-520-12	2800	10	1	\$57.28	1	\$58.70	\$115.98
186-520-13	2801	10	1	\$57.28	1	\$58.70	\$115.98
186-520-14	2802	10	1	\$57.28	0	\$0.00	\$57.28
186-520-15	2803	10	0	\$0.00	0	\$0.00	\$0.00
186-520-16	2804	10	0	\$0.00	0	\$0.00	\$0.00
186-520-19	2805	10	0	\$0.00	0	\$0.00	\$0.00
186-520-20	2806	10	0	\$0.00	0	\$0.00	\$0.00
186-530-01	2807	22	1	\$57.28	1	\$58.70	\$115.98
186-530-02	2808	22	1	\$57.28	1	\$58.70	\$115.98
186-530-03	2809	22	1	\$57.28	1	\$58.70	\$115.98
186-530-06	2810	22	1	\$57.28	1	\$58.70	\$115.98
186-530-07	2811	22	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	MIONI	OMMENTO	1 MOOLO	ONIETTI & I	ILLO WILL	LL II TORL	niolo
186-530-08	2812	22	1	\$57.28	1	\$58.70	\$115.98
186-530-09	2813	22	1	\$57.28	1	\$58.70	\$115.98
186-530-10	2814	22	1	\$57.28	1	\$58.70	\$115.98
186-530-11	2815	22	1	\$57.28	1	\$58.70	\$115.98
186-530-12	2816	22	1	\$57.28	1	\$58.70	\$115.98
186-530-13	2817	22	1	\$57.28	1	\$58.70	\$115.98
186-530-14	2818	22	1	\$57.28	1	\$58.70	\$115.98
186-530-15	2819	22	1	\$57.28	1	\$58.70	\$115.98
186-530-16	2820	22	1	\$57.28	1	\$58.70	\$115.98
186-530-17	2821	22	1	\$57.28	1	\$58.70	\$115.98
186-530-18	2822	22	1	\$57.28	1	\$58.70	\$115.98
186-530-19	2823	22	1	\$57.28	1	\$58.70	\$115.98
186-530-20	2824	22	1	\$57.28	1	\$58.70	\$115.98
186-530-21	2825	22	1	\$57.28	1	\$58.70	\$115.98
186-530-22	2826	22	1	\$57.28	1	\$58.70	\$115.98
186-530-23	2827	22	1	\$57.28	1	\$58.70	\$115.98
186-530-24	2828	22	1	\$57.28	1	\$58.70	\$115.98
186-530-25	2829	22	1	\$57.28	0	\$0.00	\$57.28
186-530-26	2830	22	1	\$57.28	1	\$58.70	\$115.98
186-530-27	2831	22	1	\$57.28	1	\$58.70	\$115.98
186-530-28	2832	22	1	\$57.28	1	\$58.70	\$115.98
186-530-29	2833	22	1	\$57.28	1	\$58.70	\$115.98
186-530-30	2834	22	1	\$57.28	1	\$58.70	\$115.98
186-530-31	2835	22	1	\$57.28	1	\$58.70	\$115.98
186-530-32	2836	22	1	\$57.28	1	\$58.70	\$115.98
186-530-33	2837	22	1	\$57.28	1	\$58.70	\$115.98
186-530-34	2838	22	1	\$57.28	1	\$58.70	\$115.98
186-530-35	2839	22	1	\$57.28	1	\$58.70	\$115.98
186-530-36	2840	22	1	\$57.28	1	\$58.70	\$115.98
186-530-37	2841	22	1	\$57.28	1	\$58.70	\$115.98
186-530-38	2842	22	1	\$57.28	1	\$58.70	\$115.98
186-530-39	2843	22	1	\$57.28	1	\$58.70	\$115.98
186-530-40	2844	21	1	\$57.28	1	\$58.70	\$115.98
186-530-41	2845	21	1	\$57.28	1	\$58.70	\$115.98
186-530-42	2846	22	1	\$57.28	1	\$58.70	\$115.98
186-530-43	2847	22	1	\$57.28	1	\$58.70	\$115.98
186-530-44	2848	22	1	\$57.28	1	\$58.70	\$115.98
186-530-45	2849	22	1	\$57.28	1	\$58.70	\$115.98
186-530-46	2850	21	1	\$57.28	1	\$58.70	\$115.98
186-530-47	2851	21	1	\$57.28	0	\$0.00	\$57.28
186-530-48	2852	21	1	\$57.28	1	\$58.70	\$115.98
186-530-49	2853	21	1	\$57.28	1	\$58.70	\$115.98
186-530-50	2854	21	1	\$57.28	0	\$0.00	\$57.28
186-530-51	2855	21	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	mioni	OT WILLIAM O	I HOOLO	OMENT &	THELO WILL	DEE II TOM	2710120
186-530-52	2856	22	1	\$57.28	1	\$58.70	\$115.98
186-530-53	2857	22	1	\$57.28	1	\$58.70	\$115.98
186-530-54	2858	22	1	\$57.28	1	\$58.70	\$115.98
186-530-55	2859	22	1	\$57.28	1	\$58.70	\$115.98
186-530-56	2860	22	1	\$57.28	1	\$58.70	\$115.98
186-530-57	2861	22	1	\$57.28	1	\$58.70	\$115.98
186-530-58	2862	22	1	\$57.28	1	\$58.70	\$115.98
186-530-59	2863	22	1	\$57.28	1	\$58.70	\$115.98
186-530-60	2864	22	1	\$57.28	1	\$58.70	\$115.98
186-530-61	2865	22	1	\$57.28	1	\$58.70	\$115.98
186-530-64	2866	17	0	\$0.00	0	\$0.00	\$0.00
186-530-66	2867	22	1	\$57.28	1	\$58.70	\$115.98
186-530-67	2868	22	1	\$57.28	1	\$58.70	\$115.98
186-530-68	2869	19	0	\$0.00	0	\$0.00	\$0.00
186-540-01	2870	25	1	\$57.28	1	\$58.70	\$115.98
186-540-02	2871	25	1	\$57.28	1	\$58.70	\$115.98
186-540-03	2872	25	1	\$57.28	1	\$58.70	\$115.98
186-540-04	2873	25	1	\$57.28	1	\$58.70	\$115.98
186-540-05	2874	25	1	\$57.28	1	\$58.70	\$115.98
186-540-06	2875	25	1	\$57.28	1	\$58.70	\$115.98
186-540-07	2876	25	1	\$57.28	1	\$58.70	\$115.98
186-540-08	2877	25	1	\$57.28	1	\$58.70	\$115.98
186-540-09	2878	25	1	\$57.28	1	\$58.70	\$115.98
186-540-10	2879	25	1	\$57.28	1	\$58.70	\$115.98
186-540-11	2880	25	1	\$57.28	0	\$0.00	\$57.28
186-540-12	2881	25	1	\$57.28	1	\$58.70	\$115.98
186-540-13	2882	25	1	\$57.28	1	\$58.70	\$115.98
186-540-14	2883	25	1	\$57.28	1	\$58.70	\$115.98
186-540-15	2884	25	1	\$57.28	1	\$58.70	\$115.98
186-540-16	2885	25	1	\$57.28	1	\$58.70	\$115.98
186-540-17	2886	25	1	\$57.28	1	\$58.70	\$115.98
186-540-18	2887	25	1	\$57.28	1	\$58.70	\$115.98
186-540-19	2888	25	1	\$57.28	1	\$58.70	\$115.98
186-540-20	2889	25	1	\$57.28	1	\$58.70	\$115.98
186-540-21	2890	25	1	\$57.28	1	\$58.70	\$115.98
186-540-22	2891	25	1	\$57.28	1	\$58.70	\$115.98
186-540-23	2892	25	1	\$57.28	1	\$58.70	\$115.98
186-540-24	2893	25	1	\$57.28	0	\$0.00	\$57.28
186-540-25	2894	25	1	\$57.28	0	\$0.00	\$57.28
186-540-26	2895	25	1	\$57.28	1	\$58.70	\$115.98
186-540-27	2896	25	1	\$57.28	1	\$58.70	\$115.98
186-540-28	2897	25	1	\$57.28	1	\$58.70	\$115.98
186-540-29	2898	25	1	\$57.28	1	\$58.70	\$115.98
186-540-30	2899	25	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF	AFFORT	ONWILLINI	Or Ass	ESSMIENI	& ALLOW	ADLE INCI	XEASES
186-540-31	2900	25	1	\$57.28	0	\$0.00	\$57.28
186-540-32	2901	25	1	\$57.28	1	\$58.70	\$115.98
186-540-33	2902	25	1	\$57.28	1	\$58.70	\$115.98
186-540-34	2903	25	1	\$57.28	1	\$58.70	\$115.98
186-540-35	2904	25	1	\$57.28	0	\$0.00	\$57.28
186-540-36	2905	25	1	\$57.28	1	\$58.70	\$115.98
186-540-37	2906	25	1	\$57.28	1	\$58.70	\$115.98
186-540-38	2907	25	1	\$57.28	1	\$58.70	\$115.98
186-540-39	2908	25	1	\$57.28	1	\$58.70	\$115.98
186-540-40	2909	25	1	\$57.28	1	\$58.70	\$115.98
186-540-41	2910	25	1	\$57.28	1	\$58.70	\$115.98
186-540-42	2911	25	1	\$57.28	1	\$58.70	\$115.98
186-540-43	2912	25	1	\$57.28	1	\$58.70	\$115.98
186-540-44	2913	25	1	\$57.28	1	\$58.70	\$115.98
186-540-45	2914	25	1	\$57.28	1	\$58.70	\$115.98
186-540-46	2915	25	1	\$57.28	1	\$58.70	\$115.98
186-540-47	2916	25	1	\$57.28	1	\$58.70	\$115.98
186-540-48	2917	25	1	\$57.28	1	\$58.70	\$115.98
186-540-49	2918	25	1	\$57.28	1	\$58.70	\$115.98
186-540-50	2919	25	1	\$57.28	1	\$58.70	\$115.98
186-540-51	2920	25	0	\$0.00	0	\$0.00	\$0.00
186-540-52	2921	25	0	\$0.00	0	\$0.00	\$0.00
186-551-01	2922	25	1	\$57.28	1	\$58.70	\$115.98
186-551-02	2923	25	1	\$57.28	1	\$58.70	\$115.98
186-551-03	2924	25	1	\$57.28	1	\$58.70	\$115.98
186-551-04	2925	25	1	\$57.28	1	\$58.70	\$115.98
186-551-05	2926	25	1	\$57.28	0	\$0.00	\$57.28
186-551-08	2927	25	1	\$57.28	1	\$58.70	\$115.98
186-551-09	2928	25	1	\$57.28	1	\$58.70	\$115.98
186-551-10	2929	25	1	\$57.28	1	\$58.70	\$115.98
186-551-12	2930	25	1	\$57.28	1	\$58.70	\$115.98
186-551-14	2931	25	1	\$57.28	1	\$58.70	\$115.98
186-551-15	2932	25	1	\$57.28	1	\$58.70	\$115.98
186-551-16	2933	25	1	\$57.28	0	\$0.00	\$57.28
186-551-20	2934	19	1	\$57.28	1	\$58.70	\$115.98
186-551-21	2935	19	1	\$57.28	0	\$0.00	\$57.28
186-551-22	2936	19	1	\$57.28	1	\$58.70	\$115.98
186-551-23	2937	19	1	\$57.28	1	\$58.70	\$115.98
186-551-24	2938	25	1	\$57.28	1	\$58.70	\$115.98
186-551-25	2939	25	1	\$57.28	1	\$58.70	\$115.98
186-551-26	2940	25	1	\$57.28	0	\$0.00	\$57.28
186-551-27	2941	25	1	\$57.28	1	\$58.70	\$115.98
186-551-28	2942	25	1	\$57.28	1	\$58.70	\$115.98
186-551-29	2943	25	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

MEIIIOD OI	mioni	IOI WILLIAI C	or moone	ONILI (I &	THELO WILL	DEE II (CIVI	2110120
186-551-30	2944	25	1	\$57.28	1	\$58.70	\$115.98
186-551-31	2945	25	1	\$57.28	1	\$58.70	\$115.98
186-551-32	2946	25	1	\$57.28	0	\$0.00	\$57.28
186-551-33	2947	25	1	\$57.28	1	\$58.70	\$115.98
186-551-34	2948	25	1	\$57.28	0	\$0.00	\$57.28
186-551-35	2949	25	1	\$57.28	1	\$58.70	\$115.98
186-551-36	2950	25	1	\$57.28	0	\$0.00	\$57.28
186-551-37	2951	25	0	\$0.00	0	\$0.00	\$0.00
186-551-38	2952	19	1	\$57.28	0	\$0.00	\$57.28
186-551-42	2953	19	1	\$57.28	1	\$58.70	\$115.98
186-551-43	2954	19	1	\$57.28	1	\$58.70	\$115.98
186-551-45	2955	25	1	\$57.28	1	\$58.70	\$115.98
186-551-47	2956	25	1	\$57.28	1	\$58.70	\$115.98
186-551-48	2957	25	1	\$57.28	1	\$58.70	\$115.98
186-551-49	2958	25	1	\$57.28	1	\$58.70	\$115.98
186-552-01	2959	25	0	\$0.00	0	\$0.00	\$0.00
186-552-02	2960	25	1	\$57.28	1	\$58.70	\$115.98
186-552-03	2961	25	0	\$0.00	0	\$0.00	\$0.00
186-552-05	2962	25	1	\$57.28	1	\$58.70	\$115.98
186-552-06	2963	25	1	\$57.28	1	\$58.70	\$115.98
186-552-07	2964	25	1	\$57.28	1	\$58.70	\$115.98
186-552-08	2965	25	1	\$57.28	1	\$58.70	\$115.98
186-560-01	2966	20	1	\$57.28	1	\$58.70	\$115.98
186-560-02	2967	20	1	\$57.28	1	\$58.70	\$115.98
186-560-03	2968	20	1	\$57.28	1	\$58.70	\$115.98
186-560-04	2969	20	1	\$57.28	1	\$58.70	\$115.98
186-560-05	2970	20	1	\$57.28	0	\$0.00	\$57.28
186-560-06	2971	20	1	\$57.28	1	\$58.70	\$115.98
186-560-07	2972	20	1	\$57.28	1	\$58.70	\$115.98
186-560-08	2973	20	1	\$57.28	0	\$0.00	\$57.28
186-560-09	2974	20	1	\$57.28	1	\$58.70	\$115.98
186-560-10	2975	20	1	\$57.28	1	\$58.70	\$115.98
186-560-11	2976	20	1	\$57.28	1	\$58.70	\$115.98
186-560-12	2977	20	1	\$57.28	1	\$58.70	\$115.98
186-560-13	2978	20	1	\$57.28	1	\$58.70	\$115.98
186-560-14	2979	20	1	\$57.28	1	\$58.70	\$115.98
186-560-15	2980	20	1	\$57.28	1	\$58.70	\$115.98
186-560-16	2981	20	1	\$57.28	1	\$58.70	\$115.98
186-560-17	2982	20	1	\$57.28	1	\$58.70	\$115.98
186-560-18	2983	20	1	\$57.28	1	\$58.70	\$115.98
186-560-19	2984	20	1	\$57.28	1	\$58.70	\$115.98
186-560-20	2985	20	1	\$57.28	1	\$58.70	\$115.98
186-560-21	2986	20	1	\$57.28	1	\$58.70	\$115.98
186-560-22	2987	20	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHODO	1 111 1 01	WIIOI WIL	2111 01 7100	LOUNILITI	& ILLO	WINDLE III	ILL HOLO
186-560-23	2988	20	1	\$57.28	1	\$58.70	\$115.98
186-560-24	2989	20	1	\$57.28	1	\$58.70	\$115.98
186-560-25	2990	20	1	\$57.28	1	\$58.70	\$115.98
186-560-26	2991	20	1	\$57.28	1	\$58.70	\$115.98
186-560-27	2992	20	1	\$57.28	1	\$58.70	\$115.98
186-560-28	2993	19	0	\$0.00	0	\$0.00	\$0.00
186-571-01	2994	25	1	\$57.28	1	\$58.70	\$115.98
186-571-02	2995	25	1	\$57.28	1	\$58.70	\$115.98
186-571-03	2996	25	1	\$57.28	1	\$58.70	\$115.98
186-571-04	2997	25	1	\$57.28	0	\$0.00	\$57.28
186-571-09	2998	25	1	\$57.28	1	\$58.70	\$115.98
186-571-10	2999	25	1	\$57.28	1	\$58.70	\$115.98
186-571-11	3000	25	1	\$57.28	1	\$58.70	\$115.98
186-571-12	3001	25	1	\$57.28	1	\$58.70	\$115.98
186-571-22	3002	25	0	\$0.00	0	\$0.00	\$0.00
186-571-23	3003	25	1	\$57.28	1	\$58.70	\$115.98
186-571-24	3004	25	1	\$57.28	1	\$58.70	\$115.98
186-571-25	3005	25	1	\$57.28	1	\$58.70	\$115.98
186-571-26	3006	25	1	\$57.28	1	\$58.70	\$115.98
016-070-09	545-09	28	42	\$2,405.78	42	\$2,465.40	\$4,871.18
016-070-10	545-10	28	0	\$0.00	0	\$0.00	\$0.00
016-070-12	545-12	28	0	\$0.00	0	\$0.00	\$0.00
016-070-13	545-13	28	0	\$0.00	0	\$0.00	\$0.00
016-070-14	545-14	28	2.12	\$121.42	2.12	\$124.44	\$245.86
016-070-16	545-16	28	2.16	\$123.72	2.16	\$126.80	\$250.52
016-070-15	545-15	28	1	\$57.28	1	\$58.70	\$115.98
016-070-17	545-17	28	1	\$57.28	1	\$58.70	\$115.98
016-070-18	545-18	28	0	\$0.00	0	\$0.00	\$0.00
016-070-19	545-19	28	0	\$0.00	0	\$0.00	\$0.00
016-070-20	545-20	28	0	\$0.00	0	\$0.00	\$0.00
016-070-21	545-21	28	0	\$0.00	0	\$0.00	\$0.00
016-070-22	545-22	28	0	\$0.00	0	\$0.00	\$0.00
016-341-01	549-01	28	1	\$57.28	1	\$58.70	\$115.98
016-341-02	549-02	28	1	\$57.28	1	\$58.70	\$115.98
016-341-03	549-03	28	1	\$57.28	1	\$58.70	\$115.98
016-341-04	549-04	28	1	\$57.28	1	\$58.70	\$115.98
016-341-05	549-05	28	1	\$57.28	1	\$58.70	\$115.98
016-341-06	549-06	28	1	\$57.28	1	\$58.70	\$115.98
016-341-07	549-07	28	1	\$57.28	1	\$58.70	\$115.98
016-341-08	549-08	28	1	\$57.28	1	\$58.70	\$115.98
016-341-09	549-09	28	1	\$57.28	1	\$58.70	\$115.98
016-341-10	549-10	28	1	\$57.28	1	\$58.70	\$115.98
016-341-11	549-11	28	1	\$57.28	1	\$58.70	\$115.98
016-341-12	549-12	28	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

016-341-13	549-13	28	1	\$57.28	1	\$58.70	\$115.98
016-341-14	549-14	28	1	\$57.28	1	\$58.70	\$115.98
016-341-15	549-15	28	1	\$57.28	1	\$58.70	\$115.98
016-341-16	549-16	28	1	\$57.28	1	\$58.70	\$115.98
016-341-17	549-17	28	1	\$57.28	1	\$58.70	\$115.98
016-341-18	549-18	28	1	\$57.28	1	\$58.70	\$115.98
016-341-19	549-19	28	1	\$57.28	1	\$58.70	\$115.98
016-341-20	549-20	28	1	\$57.28	1	\$58.70	\$115.98
016-341-21	549-21	28	1	\$57.28	1	\$58.70	\$115.98
016-341-22	549-22	28	1	\$57.28	1	\$58.70	\$115.98
016-341-23	549-23	28	1	\$57.28	1	\$58.70	\$115.98
016-341-24	549-24	28	1	\$57.28	1	\$58.70	\$115.98
016-341-25	549-25	28	1	\$57.28	1	\$58.70	\$115.98
016-341-26	549-26	28	1	\$57.28	1	\$58.70	\$115.98
016-341-27	549-27	28	1	\$57.28	1	\$58.70	\$115.98
016-341-28	549-28	28	1	\$57.28	1	\$58.70	\$115.98
016-341-29	549-29	28	1	\$57.28	1	\$58.70	\$115.98
016-341-30	549-30	28	1	\$57.28	1	\$58.70	\$115.98
016-341-31	549-31	28	1	\$57.28	1	\$58.70	\$115.98
016-341-32	549-32	28	1	\$57.28	1	\$58.70	\$115.98
016-341-33	549-33	28	1	\$57.28	1	\$58.70	\$115.98
016-341-34	549-34	28	1	\$57.28	1	\$58.70	\$115.98
016-341-35	549-35	28	1	\$57.28	1	\$58.70	\$115.98
016-341-36	549-36	28	1	\$57.28	1	\$58.70	\$115.98
016-341-37	549-37	28	1	\$57.28	1	\$58.70	\$115.98
016-341-38	549-38	28	1	\$57.28	1	\$58.70	\$115.98
016-341-39	549-39	28	1	\$57.28	1	\$58.70	\$115.98
016-341-40	549-40	28	1	\$57.28	1	\$58.70	\$115.98
016-341-41	549-41	28	1	\$57.28	1	\$58.70	\$115.98
016-341-42	549-42	28	1	\$57.28	1	\$58.70	\$115.98
016-341-43	549-43	28	1	\$57.28	1	\$58.70	\$115.98
016-341-44	549-44	28	1	\$57.28	1	\$58.70	\$115.98
016-341-45	549-45	28	1	\$57.28	1	\$58.70	\$115.98
016-341-46	549-46	28	1	\$57.28	1	\$58.70	\$115.98
016-341-47	549-47	28	1	\$57.28	1	\$58.70	\$115.98
016-341-48	549-48	28	1	\$57.28	1	\$58.70	\$115.98
016-341-49	549-49	28	1	\$57.28	1	\$58.70	\$115.98
016-341-50	549-50	28	1	\$57.28	1	\$58.70	\$115.98
016-341-51	549-51	28	1	\$57.28	1	\$58.70	\$115.98
016-341-52	549-52	28	1	\$57.28	1	\$58.70	\$115.98
016-341-53	549-53	28	1	\$57.28	1	\$58.70	\$115.98
016-341-54	549-54	28	1	\$57.28	1	\$58.70	\$115.98
016-341-55	549-55	28	1	\$57.28	1	\$58.70	\$115.98
016-341-56	549-56	28	1	\$57.28	1	\$58.70	\$115.98

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

016-341-59 016-341-60	549-59 549-60	28 28	1 1	\$57.28 \$57.28	1 1	\$58.70 \$58.70	\$115.98 \$115.98
016-341-60	549-60	28	1	\$57.28	1	\$58.70	\$115.98
016-341-62	549-62	28	1	\$57.28	1	\$58.70	\$115.98
016-341-63	549-63	28	1	\$57.28	1	\$58.70	\$115.98
016-341-64	549-64	28	1	\$57.28 \$57.28	1	\$58.70 \$58.70	\$115.98 \$115.98
016-341-65	549-65	28	1	\$57.28	1	\$58.70	\$115.98
016-341-66	549-66	28	1	\$57.28	1	\$58.70	\$115.98
016-341-67	549-67	28	1	\$57.28	1	\$58.70	\$115.98
016-341-68	549-68	28	1	\$57.28	1	\$58.70	\$115.98
016-341-69	549-69	28	1	\$57.28	1	\$58.70	\$115.98
016-341-70	549-70	28	1	\$57.28	1	\$58.70	\$115.98
016-341-71	549-71	28	1	\$57.28	1	\$58.70	\$115.98
016-341-72	549-72	28	1	\$57.28	1	\$58.70	\$115.98
016-341-73	549-73	28	1	\$57.28	1	\$58.70	\$115.98
016-341-74	549-74	28	1	\$57.28	1	\$58.70	\$115.98
016-341-75	549-75	28	1	\$57.28	1	\$58.70	\$115.98
016-341-76	549-76	28	1	\$57.28	1	\$58.70	\$115.98
016-341-77	549-77	28	0	\$0.00	0	\$0.00	\$0.00
016-341-78	549-78	28	0	\$0.00	0	\$0.00	\$0.00
016-341-79	549-79	28	0	\$0.00	0	\$0.00	\$0.00
016-341-80	549-80	28	0	\$0.00	0	\$0.00	\$0.00
016-341-81	549-81	28	0	\$0.00	0	\$0.00	\$0.00
016-341-82	549-82	28	0	\$0.00	0	\$0.00	\$0.00
016-341-83	549-83	28	0	\$0.00	0	\$0.00	\$0.00
016-341-84	549-84	28	0	\$0.00	0	\$0.00	\$0.00
016-341-85	549-85	28	0	\$0.00	0	\$0.00	\$0.00
016-341-86	549-86	28	0	\$0.00	0	\$0.00	\$0.00
016-341-87	549-87	28	0	\$0.00	0	\$0.00	\$0.00
016-341-88	549-88	28	0	\$0.00	0	\$0.00	\$0.00
016-341-89	549-89	28	0	\$0.00	0	\$0.00	\$0.00
016-341-90	549-90	28	0	\$0.00	0	\$0.00	\$0.00
016-341-91	549-91	28 28	0	\$0.00	0	\$0.00	\$0.00
016-341-92			0	\$0.00	0		

METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements including, the acquisition, construction, installation, maintenance and servicing of landscaping within public right-of-ways such as medians. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value: "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices and has been established pursuant to the provisions of the 1972 Act and California Constitution. The formulas used for calculating assessments reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion costs based on a determination of the proportional special benefits to each parcel.

PROPOSITION 218 BENEFIT ANALYSIS

The estimated annual cost of the improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties are assessed, have been identified as local amenities that provide a direct reflection and extension of the properties within the District and are considered by many property owners to be an essential component to the overall development and use of properties within the District.

This District was formed to provide and establish a local landscaping enhancement that affects the presentation of the surrounding properties and therefore directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape improvements within the existing Point San Pedro Road Medians as well as provide for the annual maintenance of those improvements, and the assessment revenues generated through the District will be used solely for such purposes.

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIIID addresses several key criteria for the levy of assessments, notably:

Article XIIID Section 2d defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIIID Section 2i defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit".

Article XIIID Section 4a defines proportional special benefit assessments as follows:

METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the median improvements to be funded by the assessments, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either "general benefit" (not assessed) or "special benefit".

General Benefits

Assessments are established on the basis of calculated proportional special benefit to properties within a district. Because general benefits are not assessable, the general benefit costs are excluded from the assessment calculation. With respect to this District, although the various median improvements installed and maintained are located within the street right-of-way that serve as the primary access and entryway to the properties within the District and these improvements are entirely within the proposed boundaries of the District (extending the length of the District), it is also recognized that these medians are certainly visible to the general public and may even be in proximity to and occasionally accessed by properties outside the District boundaries that are not assessed. The fact that these streets are accessible to the general public and maybe in proximity to some properties outside the District boundaries (those properties being the China Camp State Park or other public open space and some residential developments located northwest of the District that could, but would not typically be accessed via Point San Pedro Road) would suggest that at least a portion of the overall cost of these medians is of "General Benefit", but not necessarily the proposed landscape improvements.

While Point San Pedro Road and Third Street are certainly accessible and may be used by the general public, various traffic circulation studies/evaluations conducted in conjunction with the developments in the area, collectively suggest that approximately ninety percent (90%) of the daily traffic circulation on these streets comes from the properties within the District, meaning that only about ten percent 10% would be considered traffic associated with the general public or properties outside the District. Per an August 2009 Average Daily Trip ("ADT") study along Point San Pedro Road, while the average daily trips on Point San Pedro Road varies at different locations between Union Street and Biscayne Drive, the ADT on Point San Pedro Road collectively totaled approximately 44,000 trips. Based on the District's residential density at the time of formation (single and multi-family residential) of approximately 2,743 units, and utilizing trip generation data as outlined by the Institute of Transportation Engineers Informational Report, Seventh Edition, the expected ADT for these residential properties is estimated to be 26,094 (approximately 60%) of the total ADT along Point San

METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

Pedro Road. An additional 13,340 (approximately 30%) of the total ADT is estimated for the various non-residential properties within the District (commercial, church, non-exempt public owned property), which represent approximately 21% of the District's total acreage. The remaining estimated ADT along Point San Pedro Road (approximately 10%) is reasonably attributed to be generated from external sources. In addition to these studies and analysis, although Point San Pedro Road and Third Street may be considered primary circulation streets for the area, these streets and the associated medians are more isolated than most traditional arterial or collector streets found in the City and County. The north-easterly boundaries of the District abuts the China Camp State Park; the easterly and south-easterly boundaries are adjacent to the San Pablo Bay; and the south-westerly boundary is adjacent to the San Rafael Canal; all of which limits direct access to Point San Rafael Road. Although the western and north-western boundaries of the District are comprised of other developed properties (residential and non-residential), neither Point San Pedro Road or that portion of Third Street within the boundaries of the District would typically be used by these properties as their primary access and certainly not as a direct connection to Highway 101 or the rest of the City.

In review of these facts, it was determined that while the landscape improvements may be visually appealing to the occasional motorist and visitor to the area or the State Park, such benefits are not quantifiable and are considered neither special or general benefit. However, it has also recognized that median islands are constructed for traffic mitigation reasons and as such, there is a measurable general benefit to the public at large and to properties outside the District afforded by the physical existence of these medians, but that benefit is not related to nor extends to the enhancement of those medians by the landscaping within those medians. Therefore, it has been determined that the general benefit to the public at large and properties outside the District is limited to those costs related to and associated with the repair, replacement, rehabilitation and maintenance of the physical median structure and traffic control devices (i.e. curbs, gutters, retaining walls, signage, striping and pavement), but not the actual landscape improvements. Furthermore, it has been determined that only about ten percent 10% of these costs are consider a general benefit to the public at large and properties outside the District.

In addition to the general benefit to properties outside the District and to the public at large noted above, it is reasonable to conclude that the physical medians also provide a general benefit to properties in the District. However, it must also be recognized that these medians were originally constructed and facilitated by the development and planned development of the properties within the District and would otherwise not have been necessary or required for traffic mitigation, and as such these physical medians certainly provide more than just a general benefit to those properties which routinely access Point San Pedro Road and Third Street and these medians, landscaped or not, clearly provide a direct and special benefit to those properties.

Based on the preceding discussion, it has been determined that the general benefit from the medians is limited to those costs related to and associated with the repair, replacement, rehabilitation and maintenance of the physical median structure and traffic control devices within or associated with the medians and not the proposed landscape improvements and amenities themselves. However, it is also recognized that not all costs associated with the renovation and maintenance of these physical medians are considered a general benefit, and although the City and County intend to fund the initial cost of the repair, replacement and rehabilitation of the median islands (curbs, gutters, retaining walls, signage, striping and pavement) in connection with the construction and installation of the landscape improvements, the need for such repairs, replacements, or rehabilitation and the ongoing maintenance of those median islands shall be addressed as part of the ongoing maintenance budgets, which will be addressed as a combination of City, County and assessment funding.

Special Benefits

The proposed Point San Pedro Road Median landscaping will expand and extend the aesthetic presentation of each property within the District by providing enhanced level of landscaping that is directly associated with each property and development along Point San Pedro Road/Third Street. The proposed landscape improvements will provide a physical extension of each private property's front yard or business frontage and creates an aesthetic continuity and cohesion between the various residential and non-residential properties within the District that could not be accomplished individually. These landscape improvements will create both a visual and physical local beautification and unification of the properties that will directly and proportionately benefit the properties to be assessed. The location and extent of the improvements in relationship to each of the properties in the proposed District clearly makes these improvements a direct and special benefit to these parcels. It has therefore been determined that the proposed improvements and the related cost and expenses to construct and maintain these landscape improvements (excluding those general benefit costs noted above) are entirely special benefits to the properties within the boundaries of the proposed District and the net annual cost to fund such improvements shall be proportionately shared by those properties receiving such special benefits.

METHOD OF ASSESSMENT

The method of apportionment (method of assessment) developed for this District is based on the premise that each of the property to be assessed receives a direct and special benefit from the improvements to be financed by the District assessments.

The total assessment amount for each parcel in the District shall consist of two parts: Each parcel's proportional share of the annual bond debt service that will be established each fiscal year, based on the amount of 1915 Act Bonds issued for the District ("Debt Service - Assessment"); and the parcel's proportional share of additional funding for operation & maintenance and other incidental expenses which have not been financed through the bond issuance ("Non-Bonded-Assessments") that will be collected in annual installments pursuant to the 1972 Act. The combined Debt Service Assessment and Non-Bonded Assessment for each parcel represent the parcel's Maximum Annual Assessment and obligation for the District. Once Bonds are issued, the Debt Service Obligation for a parcel will not change even if the land use of the property changes, and their portion of the annual debt service will be calculated based on the established debt service schedule for the bonds (fixed lien amount). The amount that may be collected for the non-bonded projects and incidental expenses shall not exceed the revenues that maybe levied at the approved Maximum Assessment Rate established in this Report (including the allowable annual inflationary adjustment), less the debt service payment. This calculation will establish the Non-Bonded Assessment Rate for that fiscal year.

The proportionate share and benefit for Non-Bonded Projects are calculated annually for each parcel based on current parcel development. The bonded debt service obligation for each parcel is based on the unpaid lien established at the time the bonds are issued. Parcels that have prepaid or paid off their full assessment lien (bonded obligation) are no longer levied for the Debt Service Assessment, but will continue to pay their proportionate share of the Non-Bonded Assessment at the assessment rate established each fiscal year and the method of apportionment described herein.

Equivalent Benefit Units

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of parcels within the District based on the parcel's actual land use or proposed development. All costs associated with the improvements are distributed among the parcels based upon a calculation of the proportional special benefit received by each parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the use and relative characteristics of each property as compared to other parcels that benefit from those specific improvements.

The Equivalent Benefit Unit ("EBU") method of assessment apportionment establishes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of the basic unit.

For the purposes of this Engineer's Report and proportional annual assessment obligation, an EBU is the quantum of benefit derived from the funded improvements, programs and services by a single-family residential parcel (residential unit). Thus, the "benchmark" property (the single-family residential parcel/unit) derives one (1.0) EBU of benefit. All other land uses are proportionately weighted (assigned an EBU) based on an assessment formula that equates the property's specific development to that of the benchmark property (single-family residential unit). This proportional weighting may be based on several factors that may include, but are not limited to: the various land uses associated with properties in the District; the estimated daily trips generated associated with these land uses; and the relative size (units or acreage) of each parcel. The following provides a discussion and summary of the EBU calculation and determination of proportional special benefit applicable to the various properties and land uses in the District.

Equivalent Benefit Unit Summary						
Total O&M Equivalent Benefit Units	Total O&M Equivalent Benefit Units					
Paid Public Property EBU for O&M	44.44					
Total EBU Assessed on Tax Rolls for O&M	3,100.48					
Total Equivalent Benefit Units ("EBU") for O&M	3,144.92					
Total Debt Service Equivalent Benefit Units						
Prepaid Public Property EBU for Debt Service	44.44					
Prepaid Cash Collection EBU for Debt Service	354.40					
Total EBU Applied to Tax Roll for Debt Service	2,746.10					
Total Equivalent Benefit Units ("EBU") for Debt Service	3,144.94					

Trip Generation Factors

Utilizing trip generation data outlined by the Institute of Transportation Engineers Informational Report ("ITEIR"), Seventh Edition; an initial (baseline) benefit comparison (trip generation ratio) can be established between the various types of land use classifications that are associated with the parcels in this District. While this data provides an overall comparison of typical traffic flow generated by different types of land uses and is certainly a reflection of the direct exposure the property owners, residents, tenants, and patrons of those properties would typically have to the median landscaping, as

noted above, trip generation is only one indicator considered in developing each property's proportional benefits. The following table summarizes the average daily weekday trip generation data outlined in the ITEIR and provides a trip ratio using the average trips generated by single-family residential as the base unit:

	Average Daily		
Land Use	Trips	Trip Ratio	
Single Family Residential	9.57	1.0	
Multi-Family Residential	6.72	0.7	
Non-Residential (General Commercial Use)	44.32	4.6	

Development Density Factors

Single-family residential properties comprise almost ninety percent (90%) of the parcels within the District (2,727 parcels), with a median development density of approximately three and half (3.5) units per acre, representing approximately forty-nine percent (49%) of the total acreage of the parcels to be assessed. While the specific acreage of an individual residential parcel is not a relevant factor for establishing proportional benefit within this land use (the proportional special benefit to each single-family residential property is considered the same regardless of the size of the parcel), the average number of single-family residential units developed per acre, provides another proportional comparison (nexus) to other land uses including multi-family residential properties, developed non-residential properties and vacant-undeveloped properties. If such properties were developed as single-family residential developments rather than as multi-family residential or non-residential, their proportional benefit would have been between three and four units per acre.

Equivalent Benefit Units by Land Use

Utilizing a combination of trip ratio data, development densities and other property specific factors such as acreage; number of residential units; and development status (developed versus vacant) a fair and reasonable representation of each parcel's proportional special benefit and Equivalent Benefit Unit (EBU) can be established and ultimately each parcel's proportional share of the net cost to provide the improvements (assessment amount).

The following outlines the EBU calculations to be applied to each of the various land use classifications identified for this District:

Single-Family Residential Property

A single-family residential property is defined as any lot or property identified by the Marin County Assessor's Office with a residential land use or known by the City to have a residential land use that has been developed or may be developed as a single-family dwelling unit. This land use includes all developed single-family residential detached homes, mobile homes, condominiums/townhouses, residential estates, single-family residential attached homes on separate parcels and subdivided single-family residential lots within an approved residential subdivision whether that parcel is developed or vacant. For purposes of establishing equivalent benefit units for all other land uses in this District, the single-family residential land use is designated as the basic unit of assessment and shall be assigned 1.000 EBU per parcel (unit).

Single-family residential properties that are comprised of two or more individual parcels, but are in actuality a single lot (cannot be developed independently) are identified as either Bifurcated lots and/or Contiguous lots and shall collectively be treated and assessed as one single-family residential property.

METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

- A Bifurcated lot is defined as one residential lot split into two or more separate parcels by a tax rate area code. For purposes of calculating the assessment obligation, Bifurcated parcels are treated as one residential property, and the entire assessment obligation is apportioned to only one of the parcels (the un-assessed parcel would be identified as exempt).
- A Contiguous lot is defined as two or more adjacent residential parcels with the same owner that together may only be developed as one residential lot due to certain development restrictions such as zoning or topography. For purposes of calculating the assessment obligation, parcels identified as Contiguous properties are treated as one residential property, and the entire assessment obligation is apportioned to only one of the parcels (the un-assessed parcel or parcels would be identified as exempt).

Multi-Family Residential Property

A multi-family residential property is defined as a fully subdivided residential parcel that has more than one residential unit developed on the parcel. (This land use includes apartments, duplexes, triplexes, etc., but does not include condominiums and town-homes which are typically assigned individual Assessor's Parcel Numbers and designated as single-family residential property). This multi-family residential property land use designation may also include properties identified by the County Assessor's Office as mixed use property for which there is more than one residential unit (known number of residential units) associated with the property and for which the parcel's primary use is residential, but may also include a non-residential component or unit.

Although multi-family residential properties receive similar special benefits to that of single-family residential property and an appropriate and comparative calculation of proportional special benefits is reasonably reflected by the parcel's total number of residential units, it would not be reasonable to conclude that on a per unit basis, the benefits are equal. Studies have consistently shown that multi-family units impact public infrastructure at reduced levels compared to a single-family residence, which is reflective of their reduced structure size, development density and trip generation. Furthermore, as the density (number of units per parcel) increase, the average number of vehicular trips generated, tend to decline because the population density per unit tend to decrease (largely because of reduced unit sizes). Based collectively on these considerations, it has been determined that an appropriate weighting of the proportional special benefit per unit for multi-family residential properties as compared to a single-family residential is best represented by the following sliding scale: 0.750 EBU per unit for the first 5 units; plus 0.625 EBU per unit for units 6 through 25; plus 0.500 EBU per unit for units 26 through 50; plus 0.375 EBU per unit for units 51 through 100; plus 0.250 EBU per unit for units 101 and greater.

Developed Non-Residential Property (Commercial/Industrial):

This land use is defined as a developed property with structures or facilities that are used or may be used for commercial or industrial purposes, whether those structures or facilities are occupied or not. This land use designation includes all developed commercial/industrial properties (such as commercial retail; food services; banks; shopping centers; recreational facilities; office buildings; professional buildings; service centers; warehousing and manufacturing); and properties with specific commercial or recreational use, including but not limited to golf courses, marinas and quarries. Based on the trip generation information, these non-residential properties generate approximately 4.6 times more traffic activity than a single-family residential property; and using the median density of single-family residential properties of 3.5 units per acre as an indicator of the potential residential development per acre, non-residential properties would reasonably be assigned 4.00 EBU per Acre.

Although an apportionment of 4.00 EBU per acre is an appropriate representation of the proportional; special benefit for most non-residential properties, because commercial/industrial

METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

parcels typically represent a separate and independent commercial enterprise or business, it has been determined that the proportional special benefit for any individual non-residential parcel is at least equal to that of a single-family residential property. Therefore, a non-residential parcel that is less than one-quarter of an acre in size shall be assigned 1.00 EBU (minimum EBU). Likewise, it is reasonable to conclude that the special benefit to a non-residential parcel does not proportionately increase as the acreage of that parcel increases. Therefore, non-residential Property is assigned EBU on a decreasing scale, with 4.00 EBU for the first four (4) acres; 3.00 EBU per Acre for the next four (4) acres (acreage between 4 and 8 acres); 2.00 EBU per Acre for the following four (4) acres (acreage between 8 and 12 acres), 1.00 EBU per Acre for the next four (4) acres (acreage between 12 and 16 acres), and 0.00 for acreage above sixteen (16) acres. The tiered EBU assignment reflects the expected decreased benefit derived by the property from the improvements in relation to the property's increase in size, as well as account for decreased development density (such as parking areas, private landscaped areas, outdoor storage, areas with development restrictions etc.) over larger properties. Therefore, a maximum number of assessable acres (benefiting acres) for any given land use has been limited to sixteen (16) acres. Thus, for any one non-residential Property the maximum EBU assigned would be 40.0 EBU

Lastly, for commercial properties consisting of large private recreational areas, such as golf properties, the acreage of outdoor recreation space (such as the golf course itself) will be excluded from the calculation of assessable acreage and the acreage will be limited to the clubhouse area. For mixed-used property (consisting of both residential and non-residential components), the non-residential EBU assignment discussed in the preceding paragraph will be applied for parcels with less than three (3) residential units, as these properties are assumed to function primarily as non-residential property, and the multi-family property EBU assignment (discussed in multi-family residential property section), will be applied for mixed-use properties with three (3) or more residential units as these property are reasonably assumed to be primarily used for residential purposes.

Private Institutional Property

Private institutional properties include those properties identified by the Marin County Assessor's Office or known by the City to be developed properties used for private institutional purposes, such as churches, hospitals, etc. Similar to non-residential properties, the special benefits these properties receive from the improvements are equated to the residential based upon parcel size (net-acreage), however, it is reasonable to conclude that private institutional properties receive less proportional special benefit from the improvements than typical non-residential properties. This conclusion is based on the fewer weekly trip generations and general lower average density of development per acre. Similar to non-residential properties, the maximum number of assessable acres (benefiting acres) for any given parcel has been limited to sixteen (16) acres. Private Institutional Property will be assigned 2.00 EBU for the first four (4) acres with a minimum of 1.00 EBU assignment; 1.50 EBU per Acre for the next four (4) acres (acreage between 4 and 8 acres); 1.00 EBU per Acre for the following four (4) acres (acreage between 8 and 12 acres), 0.50 EBU per Acre for the next four (4) acres (acreage between 12 and 16 acres), and 0.00 for acreage above sixteen (16) acres. Thus, for private institutional properties the maximum EBU assigned to any one parcel is 20.0 EBU.

Developed Public Properties (Public Institutions)

Non-Exempt Public properties are defined as any property identified by the Marin County Assessor's Office which is owned by a public entity and which is not designated as an open space, common area, utility, and/or right-of-way property. Non-exempt public properties include, but are not limited to, schools, fire stations, etc.

METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

While these developed public properties still generate traffic along the improvement roads, they can reasonably be expected to benefit to a lesser extent than other developed properties. Public schools in particular consist of large open space/recreational area, with only a portion of the property actually consisting of structures. To account for the reduced development density and/or reduced direct trip generation associated with these properties as well as the use of such properties by the general public, the proportional special benefit assigned to this property type is 1.00 EBU per Acre (with a maximum of 16.0 acres assessed).

Most parcels identified as non-exempt public properties are also identified by the County Assessor's Office as non-taxable and the proposed assessments for such properties cannot generally be collected on the tax rolls. Therefore, the proportional capital projects assessment obligation calculate for each of these properties will be prepaid by contributions from the City and County in proportion to the cost sharing agreement identified in the MOU. In addition, the City and County have agreed to contribute funds for some of the costs associated with the annual operation and maintenance the improvements of which a portion is for the calculated annual assessments for these non-exempt public properties.

Vacant-Undeveloped Property

Vacant-undeveloped properties are defined as any property identified by the Marin County Assessor's Office as vacant property with no structural improvements associated with a parcel or known by the City to be vacant, which may be developed for either residential or non-residential use. All vacant-undeveloped land uses are equated to the residential property based upon parcel size (net-acreage). Since the properties are not developed, their special benefit from the improvements is clearly less than that of developed properties and it has been determined that the proportional special benefit to such properties compared to other property uses is reflected by an assignment of 0.5 EBU per acre or fraction thereof, with a minimum of 1.0 EBU per parcel and a maximum of 8.0 EBU per parcel (utilizing the same 16.0 acreage maximum applied to other land uses).

A parcel that is solely considered a parking lot (no commercial structure) that may be used by the general public at no charge is not considered a developed non-residential property, but shall be classified as vacant property.

Exempt Property

Pursuant to the California Constitution Article XIIID non-taxable properties (government owned) are not exempt from the assessments unless they derive no special benefit. This land use identifies parcels that for various reasons, it has been determined that the parcel does not and will not receive special benefits from District improvements. This land use classification may include but is not limited to:

- Lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County);
- Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, or other publicly-owned or utility-owned land that serves the community or general public and are not considered or classified as developed public properties;
- Parcels of land that are privately owned, but cannot be developed independently from an adjacent property or is part of a shared interest with other properties, such as common areas, sliver parcels, bifurcated lots or properties with very restrictive development potential or use.

Therefore these parcels shall be exempt from assessment and are assigned 0.00 EBU. However, these properties shall be reviewed annually by the assessment engineer to confirm the parcel's use and/or development status has not changed.

A summary list of the various land use classifications discussed in the preceding paragraphs and their corresponding EBU calculations are shown in the following table.

Land Use	Equivalent Benefit Unit Formula				
Single Family Residential	1.000 EBU per Dwelling Unit or Parcel				
Multi-Family Residential	0.750 EBU per Unit for first 5 units (units 1 through 5) 0.625 EBU per Unit for next 20 units (units 6 through 25) 0.500 EBU per Unit for next 25 units (units 26 through 50) 0.375 EBU per Unit for next 50 units (units 51 through 100) 0.250 EBU per Unit for remaing units (units 101 and greater)				
Private Institutional	2.000 EBU per Acre for first 4 acres (minimum 1.0 EBU per parcel) 1.500 EBU per Acre for next 4 acres (between 4 and 8 acres) 1.000 EBU per Acre for next 4 acres (between 8 and 12 acres) 0.500 EBU per Acre for next 4 acres (between 12 and 16 acres) 0.000 EBU for remaining Acres (acreage greater than 16 acres)				
Developed Non-Residential					
Vacant/Undeveloped	0.500 EBU per Acre (minimum 1.0 EBU per parcel (maximum 16.0 assessed acres)				
Public Agency Property	1.000 EBU per Acre (maximum 16.0 assessed acres)				

A summary table of the total proportional EBU and assessment revenue for the various land use classifications represented above, is included in Part V (Assessment Roll).

Assessment Calculations

Applying the method of apportionment outlined in Part D of this Report and the budget estimates above results in the following calculation of assessments:

Debt Service Assessment (Not Prepaid):

$$2,728.81 \times 58.70/EBU's = $160,181.15$$

Non-Bonded Assessment:

$$3,127.64 \times 57.28/EBU = $179,151.22$$

Therefore, a single benefit unit or the Annual Assessment Rate (Applicable to a typical Single-family Dwelling Unit) would be:

To account for normal inflationary increases in the cost of goods and services related to the operation of the improvements and District, the combined annual assessment rate (debt service rate plus non-bonded rate) includes an annual adjustment that is equal to the percentage increase the Consumer Price Index (San Francisco/Oakland Urban Area) or three percent (3%), whichever is greater. The index for February, 2024 is two point seven percent (2.7%). Therefore

PART D METHOD OF APPORTIONMENT OF ASSESSMENT & ALLOWABLE INCREASES

3% will be used to adjust the rates of assessment for the fiscal year 2024-2025. This results in a maximum rate of \$115.98 for Fiscal Year 2024/2025. The City Council proposes to levy and adopt an assessment rate of \$115.98 for Fiscal Year 2024/2025.

Since the formation of the District two events have occurred which could trigger the Assessment Diagram to be altered. The first is actually a series of events where individual property owners have requested merging of two individual assessor's parcels. The second is the re-subdivision of the Village at Loch Lomond (Assessment Nos. 545, 546, 547, 548, 549, and 2629). While these events have been recognized in prior annual reports, the Assessment Diagrams have not been updated. This report includes Appendix C-1 and C-2, which provide information on the parcels that have been merged and the re-subdivision of the Village at Loch Lomond.

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1	008-010-04					
2	008-010-05					
5	008-010-14					
6	008-010-16					
7	008-010-19					
8	008-010-20					
9	008-010-21					
10	008-010-22					
11	008-010-26					
12	008-010-27					
13	008-010-28					
14	008-010-31					
15	008-010-34					
13	000 010 54					
16	008-010-35					
17	008-010-36					
21	008-010-43					
22	008-010-45					
23	008-010-46					
24	008-010-47					
25	008-010-48					
26	008-010-49					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
27	008-010-50					
28	008-010-51					
29	008-010-52					
30	008-010-53					
31	008-010-55					
32	008-010-56					
18M	008-010-57					
3M	008-010-58					
33	008-140-01					
34	008-140-02					
35	008-140-03					
36	008-140-04					
37	008-140-05					
38	008-140-06					
39	009-031-09					
40	009-031-11					
41	009-031-12					
42	009-031-13					
43	009-031-14					
44	009-041-03					
45	009-041-04					
46	009-041-06					
47	009-041-07					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
48	009-041-08					
49	009-042-01					
50	009-042-02					
51	009-042-03					
52	009-042-07					
53	009-042-08					
54	009-042-09					
55	009-042-10					
56	000 042 11					
	009-042-11					
57	009-042-12					
58	009-042-13					
59	009-042-14					
60	009-042-15					
61	009-042-16					
62	009-042-17					
63	009-042-18					
65M	009-042-21					
66	009-051-01					
67	009-051-02					
68	009-051-03					
69	009-051-04					
70	009-051-05					
71	009-051-06					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
72	009-051-07					
73	009-051-08					
74	009-052-01					
 75	009-052-02					
76	009-052-03					
77	009-052-04					
78	009-052-05					
79	009-052-06					
80	009-052-07					
81	009-052-08					
82	009-052-09					
83	009-052-10					
84	009-052-11					
85	009-052-12					
86	009-052-13					
87	009-052-14					
88	009-052-15					
89	009-052-16					
90	009-061-01					
91	009-061-02					
92	009-061-03					
93	009-061-04					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
94	009-061-05					
95	009-061-06					
96	009-061-07					
97	009-061-08					
98	009-061-09					
99	009-061-10					
100	009-061-11					
101	009-061-12					
102	009-061-13					
103	009-061-14					
104	009-061-15					
105	009-061-16					
106	009-061-17					
107	009-061-18					
108	009-061-19					
109	009-061-20					
110	009-061-21					
111	009-061-22					
112	009-061-23					
113	009-061-24					
114	009-061-25					
115	009-061-26					
116	009-061-27					
117	009-061-28					
118	009-061-29					
119	009-061-30					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
120	009-061-31					
121	009-061-32					
122	009-061-33					
123	009-061-34					
124	009-181-01					
125	009-181-02					
126	009-181-03					
127	009-181-04					
128	009-181-05					
129	009-181-06					
130	009-181-07					
131	009-181-08					
132	009-181-09					
133	009-181-10					
424	000 404 44					
134	009-181-11					
135	009-181-12					
136	009-181-13					
137	009-181-14					
138	009-181-15					
139	009-181-16					
140	009-181-17					
141	009-181-18					
142	009-181-19					
#N/A	014-042-01					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
451/5	014 042 02					
#N/A	014-042-02					
143	014-042-05					
144	014-042-06					
#N/A	014-042-11					
145	014-042-17					
146	014-042-18					
147	014-042-19					
1.10	044 042 20					
148	014-042-20					
149	014-042-22					
150	014-042-26					
151	014-042-27					
#N/A	014-042-28					
#N/A	014-042-30					
#N/A	014-072-01					
152	014-072-04					
153	014-072-20					
154	014-072-21					
#N/A	014-072-22					
#N/A	014-072-29					
155	014-072-33					
156	014-072-34					
157	014-073-05					
158	014-073-06					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
159	014-073-07					
160	014-073-08					
161	014-073-09					
162	014-073-10					
163	014-101-09					
164	014-101-11					
165	014-111-01					
166	014-111-02					
167	014-111-03					
168	014-111-14					
169	014-111-15					
170	014-111-17					
171	014-111-21					
172	014-111-34					
474	044 454 44					
174	014-151-11					
175	014-151-12					
176	014-151-17					
177	014-161-02					
178	014-161-07					
181	014-161-19					
182	014-161-20					
183	014-161-21					
184	014-161-28					
185	014-161-30					
186	014-161-32					
187	014-161-33					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
179M	014-161-34					
188	014-171-01					
189	014-171-02					
190	014-171-03					
191	014-171-04					
192	014-171-19					
195	014-171-27					
196	014-171-28					
197	014-171-29					
198	014-171-30					
199	014-171-32					
200	014-171-33					
201	014-171-36					
193M	014-171-37					
202	014-172-04					
203	014-172-05					
204	014-172-06					
205	014-172-07					
206	014-172-08					
207	014-172-09					
208	014-172-10					
209	014-172-11					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
210	014-172-12					
211	014-172-13					
214	014-172-16					
215	014-172-17					
216	014-172-18					
212M	014-172-19					
217	014-173-01					
218	014-173-02					
219	014-173-03					
220	014-173-04					
221	014-173-05					
222	014-173-15					
223	014-173-16					
224	014-173-17					
225	014-173-18					
#N/A	015-231-08					
226	015-231-12					
227	015-231-13					
#N/A	015-231-16					
228	015-231-18					
229	015-231-19					
#N/A	015-231-20					
#N/A	015-231-21					

PART E
LIST OF PROPERTY OWNERS

#N/A		Mail to	Mailing Address	City	State	Zip
	015-231-22					
230	015-241-01					
231	015-241-02					
231	013 211 02					
232	015-241-03					
233	015-241-04					
234	015-241-05					
236	015-241-07					
237	015-241-12					
238	015-241-14					
241	015-241-17					
242	015-241-18					
235M	015-241-21					
239M	015-241-22					
243	016-011-01					
244	016-011-05					
245	016-011-08					
246	016-011-10					
247	016-011-11					
248	016-011-12					
249	016-011-13					
250	016-011-14					
251	016-011-15					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
252	016-011-18					
253	016-011-19					
254	016-011-20					
255	016-011-21					
256	016-011-23					
257	016-011-24					
258	016-011-28					
259	016-011-29					
260	016-011-30					
261	016-012-03					
262	016-012-05					
263	016-012-12					
264	016-012-13					
265	016-012-14					
266	016-012-16					
267	016-012-17					
268	016-012-18					
200	010 012 10					
269	016-012-19					
270	016-012-23					
271	016-012-26					
272	016-012-27					
273	016-012-32					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
274	016-012-33					
274	016-012-33					
276	016-012-37					
270	010 012 37					
277	016-012-38					
278	016-012-46					
279	016-012-54					
280	016-012-55					
281	016-012-59					
282	016-012-64					
283	016-012-65					
284	016-012-67					
285	016-012-68					
286	016-021-01					
287	016-021-02					
289	016-021-10					
290	016-021-11					
292	016-021-15					
292	016-021-15					
293 294	016-021-16					
254	010-021-20					
295	016-021-22					

296	ailing Address City State Zip	Mail to	Assessor's Parcel Number	Special Assessment Number
299 016-021-36 300 016-021-37 302 016-021-46 303 016-021-49 304 016-021-50 305 016-021-51 306 016-021-52 307 016-021-53 308 016-021-54 309 016-021-55 310 016-021-61 312 016-021-64 313 016-021-64 313 016-021-64 314 016-021-73 315 016-021-75 301M 016-021-77 291 016-021-79			016-021-25	296
300 016-021-37 302 016-021-46 303 016-021-49 304 016-021-50 305 016-021-51 306 016-021-52 307 016-021-53 308 016-021-54 309 016-021-55 310 016-021-61 312 016-021-64 313 016-021-63 314 016-021-73 315 016-021-77 291 016-021-79			016-021-35	298
302 016-021-46 303 016-021-49 304 016-021-50 305 016-021-51 306 016-021-52 307 016-021-53 308 016-021-54 309 016-021-55 310 016-021-61 312 016-021-64 313 016-021-64 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77			016-021-36	299
302 016-021-46 303 016-021-49 304 016-021-50 305 016-021-51 306 016-021-52 307 016-021-53 308 016-021-54 309 016-021-55 310 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77			016-021-37	300
304 016-021-50 305 016-021-51 306 016-021-52 307 016-021-53 308 016-021-54 309 016-021-55 310 016-021-58 311 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-73 316 016-021-75 301M 016-021-77				
305 016-021-51 306 016-021-52 307 016-021-53 308 016-021-54 309 016-021-55 310 016-021-58 311 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77			016-021-49	303
306 016-021-52 307 016-021-53 308 016-021-54 309 016-021-55 310 016-021-58 311 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77			016-021-50	304
307 016-021-53 308 016-021-54 309 016-021-55 310 016-021-58 311 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77			016-021-51	305
308			016-021-52	306
309 016-021-55 310 016-021-58 311 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77			016-021-53	307
309 016-021-55 310 016-021-58 311 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77				
310 016-021-58 311 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77				
311 016-021-61 312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77				
312 016-021-64 313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77				
313 016-021-65 314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77				
314 016-021-73 315 016-021-74 316 016-021-75 301M 016-021-77			016-021-64	312
315 016-021-74 316 016-021-75 301M 016-021-77 291 016-021-79			016-021-65	313
316 016-021-75 301M 016-021-77 291 016-021-79			016-021-73	314
301M 016-021-77 291 016-021-79			016-021-74	315
291 016-021-79				316
			016-021-77	301M
			016-021-79	291
288M 016-021-80			016-021-80	288M
317 016-031-01				
318 016-031-02				

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
319	016-031-03					
320	016-031-04					
321	016-031-05					
322	016-031-06					
323	016-031-07					
324	016-031-08					
325	016-031-09					
326	016-031-10					
327	016-031-11					
328	016-031-12					
329	016-031-13					
330	016-031-14					
331	016-031-15					
332	016-031-16					
333	016-031-17					
334	016-031-18					
335	016-031-19					
336	016-031-20					
337	016-031-21					
338	016-031-22					
339	016-031-23					
340	016-031-25					
341	016-031-26					
342	016-031-27					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
343	016-031-28					
344	016-031-29					
345	016-031-30					
346	016-031-31					
347	016-031-32					
348	016-031-33					
349	016-031-34					
350	016-031-35					
353	016-031-38					
354	016-031-39					
355	016-031-40					
351M	016-031-41					
356	016-032-02					
357	016-032-03					
358	016-032-05					
359	016-032-06					
360	016-032-09					
361	016-032-10					
362	016-032-11					
363	016-033-01					
364	016-033-02					
365	016-033-03					
366	016-033-04					
367	016-033-05					
368	016-033-06					
369	016-033-07					

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Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
370	016-033-15					
371	016-033-16					
070	046 000 47					
372	016-033-17					
373	016-033-18					
374	016-033-19					
375	016-033-20					
376	016-041-01					
377	016-041-02					
378	016-041-03					
379	016-041-04					
380	016-041-05					
381	016-041-06					
382M	016-041-07					
384	016-041-10					
385	016-041-11					
386	016-041-12					
387	016-041-13					
388	016-041-16					
389	016-041-17					
390	016-041-20					
391	016-041-21					
392	016-041-22					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip	
393	016-041-23						
	010 0 11 10						
394	016-041-24						
395	016-041-25						
396	016-041-26						
397	016-041-27						
398	016-041-28						
399	016-041-29						
400	016-041-31						
401	016-041-33						
402	016-041-34						
403	016-041-46						
404	016-041-51						
405	016-041-52						
406	016-041-61						
407	016-041-62						
408	016-041-63						
409	016-041-64						
410	016-041-65						
411	016-041-67						
412	016-041-68						
413	016-041-69						

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
414	016-041-70					
415	016-041-72					
416	016-041-73					
417	016-041-74					
418	016-041-75					
420	016-041-77					
422	016-041-79					
423	016-041-80					
424	016-041-81					
425	016-041-82					
426	016-041-83					
427	016-041-84					
428	016-041-85					
429	016-041-86					
431	016-041-88					
432	016-041-89					
435	016-041-93					
436	016-041-94					
421M	016-041-95					
383M	016-041-96					
433M	016-041-97					
437	016-051-05					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
438	016-051-06					
439	016-052-02					
440	016-052-03					
441	016-052-04					
442	016-052-05					
443	016-052-06					
113	010 032 00					
444	016-052-07					
445	016-052-08					
446	016-052-09					
447	016-052-13					
448	016-052-15					
449	016-052-18					
450	016-052-20					
451	016-052-21					
452	016-052-22					
453	016-052-23					
454	016-052-24					
455	016-052-25					
456	016-052-26					
457	016-052-27					
458	016-052-28					
459	016-052-29					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
460	016 053 01					
460	016-053-01					
461	016-053-02					
462	016-053-03					
463	016-053-06					
464	016-053-07					
465	016-053-08					
466	016-053-09					
467	016-053-10					
468	016-053-12					
469	016-054-02					
470	016-054-08					
471	016-054-10					
472	016-054-12					
473	016-054-13					
474	016-054-14					
475	016-054-15					
476	016-054-16					
477	016-054-17					
478	016-054-18					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
479	016-054-19					
480	016-054-24					
481	016-054-25					
482	016-061-01					
483	016-062-01					
484	016-062-02					
485	016-062-03					
486	016-064-01					
487	016-064-02					
488	016-064-03					
489	016-064-04					
490	016-064-08					
491	016-064-09					
492	016-064-10					
493	016-064-13					
494	016-064-14					
495	016-064-15					
496	016-064-16					
497	016-064-17					
498	016-064-18					
499	016-064-19					
500	016-064-20					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
501	016-064-21					
502	016-064-22					
503	016-064-23					
504	016-064-24					
505	016-064-25					
506	016-064-26					
507	016-064-27					
508	016-064-28					
509	016-064-29					
510	016-064-30					
F44	016 064 34					
511	016-064-31					
512	016-064-32					
513	016-064-33					
514	016-064-34					
515	016-064-35					
516	016-064-36					
517	016-064-37					
518	016-064-38					
519	016-064-39					
520	016-064-40					
521	016-064-41					
522	016-064-42					
523	016-064-43					
524	016-064-44					
525	016-064-45					
526	016-064-46					

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PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
527	016-064-47					
528	016-064-48					
529	016-064-49					
530	016-064-50					
531	016-064-51					
532	016-064-52					
533	016-064-53					
534	016-064-54					
535	016-064-55					
536	016-064-56					
537	016-064-57					
538	016-064-58					
539	016-064-59					
540	016-064-60					
541	016-064-61					
542	016-064-68					
543	016-064-69					
544	016-064-70					
545-09	016-070-09					
545-10	016-070-10					
545-12	016-070-12					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
545-13	016-070-13					
545-14	016-070-14					
545-15	016-070-15					
545-16	016-070-16					
545-17	016-070-17					
545-18	016-070-18					
545-19	016-070-19					
545-20	016-070-20					
545-21	016-070-21					
545-22	016-070-22					
550	016-091-12					
551	016-091-13					
552	016-091-14					
553	016-091-15					
554	016-091-16					
555	016-091-17					
556	016-091-18					
557	016-091-23					
558	016-091-25					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
559	016-091-26					
560	016-091-27					
561	016-091-34					
562	016-091-35					
563	016-091-36					
564	016-091-37					
565	016-091-38					
566	016-091-39					
567	016-091-40					
568	016-091-41					
570	016-091-47					
571	016-091-48					
572	016-091-50					
573	016-091-51					
574	016-091-52					
575	016-091-54					
576	016-091-55					
577	016-091-58					
578	016-091-60					
580	016-091-62					
569M	016-091-63					
581	016-092-01					
582	016-092-02					
583	016-093-01					
584	016-093-02					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
585	016-093-04					
586	016-093-05					
587	016-094-01					
588	016-094-02					
589	016-094-04					
590	016-094-05					
591	016-101-12					
592	016-101-13					
593	016-101-15					
594	016-101-16					
595	016-101-23					
596	016-101-28					
597	016-101-30					
598	016-101-32					
599	016-101-33					
600	016-101-34					
601	016-101-35					
602	016-101-36					
603	016-102-02					
604	016-102-03					
605	016-102-04					
606	016-102-05					
607	016-102-06					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
608	016-102-07					
609	016-102-09					
610	016-102-10					
611	016-102-12					
612	016-102-13					
613	016-102-16					
614	016-102-17					
615	016-102-18					
618	016-111-04					
619	016-111-07					
620	016-111-08					
621	016-111-09					
622	016-111-10					
623	016-111-11					
624	016-111-14					
625	016-111-15					
626	016-111-16					
627	016-111-18					
628	016-111-19					
629	016-111-24					
631	016-111-26					
633	016-111-28					
616M	016-111-29					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
630M	016-111-30					
634	016-112-01					
635	016-112-02					
636	016-112-03					
637	016-112-04					
638	016-112-05					
639	016-112-06					
640	016-112-07					
641	016-112-09					
642	016-112-11					
644M	016-112-18					
645	016-113-01					
646	016-113-02					
647	016-113-03					
648	016-113-04					
649	016-113-05					
650	016-113-06					
651	016-113-07					
652	016-113-11					
653	016-113-12					
654	016-113-13					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
655	016-113-14					
656	016-113-15					
657	016-113-20					
658	016-114-01					
659	016-121-04					
660	016-121-06					
661	016-121-07					
662	016-121-08					
663	016-121-10					
664	016-121-11					
665	016-121-12					
666	016-121-17					
667	016-121-18					
668	016-122-01					
669	016-122-02					
670	016-122-03					
671	016-122-04					
672	016-122-05					
673	016-122-06					
674	016-122-07					
675	016-122-08					
676	016-122-09					
677	016-122-11					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
670	046 404 00					
678	016-131-02					
679	016-131-03					
680	016-131-04					
681	016-131-09					
682	016-131-10					
683	016-131-11					
604	016 121 12					
684	016-131-13					
685	016-131-14					
686	016-132-01					
687	016-132-02					
688	016-132-03					
689	016-132-04					
690	016-132-09					
691	016-132-10					
692	016-132-11					
693	016-132-13					
694	016-132-14					
695	016-132-15					
696	016-133-01					
697	016-133-02					
698	016-133-03					
699	016-133-04					

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LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
700	016-133-05					
704	046 422 06					
701	016-133-06					
702	016-133-07					
703	016-133-08					
704	016-134-02					
705	016-134-03					
706	016-134-04					
707	016-134-05					
708	016-134-06					
709	016-134-07					
710	016-134-09					
711	016-134-12					
712	016-141-01					
713	016-141-02					
714	016-141-03					
715	016-141-04					
716	016-141-05					
717	016-141-09					
718	016-141-10					
719	016-141-11					
720	016-141-12					
721	016-141-13					
722	016-141-14					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
723	016-141-15					
724	016-141-18					
725	016-141-21					
726	016-141-22					
727	016-141-24					
728	016-142-03					
729	016-142-04					
730	016-142-05					
731	016-142-11					
732	016-142-12					
733	016-142-13					
734	016-142-15					
735	016-142-16					
736	016-142-17					
737	016-142-18					
738	016-142-19					
739	016-142-20					
741	016-142-23					
740M	016-142-25					
743	016-151-01					
744	016-151-03					
745	016-151-04					

PART E LIST OF PROPERTY OWNERS

Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
746	016-151-05					
747	016-151-06					
748	016-151-07					
749	016-151-08					
750	016-152-01					
751	016-152-02					
752	016-152-03					
753	016-152-04					
754	016-152-05					
755	016-152-06					
756	016-152-07					
757	016-152-08					
758	016-152-09					
759	016-152-10					
760	016-152-13					
761	016-152-14					
762	016-152-15					
763	016-152-16					
764	016-152-17					
765	016-152-18					
766	016-152-19					
767	016-152-20					
768	016-152-21					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
760	046 450 00					
769	016-152-22					
770	016-152-23					
771	016-153-01					
772	016-153-02					
773	016-153-03					
774	016-153-04					
775	016-153-05					
776	016-153-06					
777	016-153-07					
778	016-153-08					
779	016-153-09					
780	016-153-10					
781	016-153-11					
782	016-154-04					
783	016-154-05					
784	016-154-06					
785	016-154-07					
786	016-154-08					
787	016-161-01					
789	016-161-07					
790	016-161-15					
791	016-161-16					

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LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
792	016-161-17					
700	046 464 40					
793	016-161-18					
794	016-161-19					
795	016-161-20					
796	016-161-21					
797	016-161-22					
798	016-161-27					
799	016-161-28					
800	016-161-29					
801	016-161-34					
802	016-161-36					
803	016-161-39					
805	016-161-42					
806	016-161-46					
807	016-161-48					
808	016-161-49					
809	016-161-50					
810	016-161-51					
811	016-161-52					
812	016-161-53					
813	016-161-54					
788M	016-161-55					
814	016-162-01					
815	016-162-02					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
816	016-163-01					
817	016-163-02					
818	016-163-03					
819	016-163-04					
820	016-163-05					
821	016-163-06					
822	016-163-07					
823	016-163-08					
824	016-163-09					
825	016-163-10					
826	016-163-11					
827	016-163-12					
828	016-163-13					
829	016-172-01					
830	016-172-02					
831	016-173-01					
832	016-173-02					
833	016-173-03					
834	016-173-04					
835	016-173-05					
836	016-173-06					
837	016-173-07					
838	016-173-08					
839	016-173-09					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
840	016-173-10					
841	016-173-11					
842	016-173-12					
843	016-173-13					
844	016-173-14					
845	016-173-15					
846	016-174-01					
847	016-174-02					
848	016-174-03					
849	016-174-04					
850	016-174-05					
851	016-174-06					
852	016-174-07					
853	016-174-08					
854	016-174-09					
855	016-174-10					
856	016-174-11					
857	016-174-12					
858	016-174-13					
859	016-174-14					
860	016-174-15					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
861	016-174-16					
862	016-174-17					
863	016-174-18					
864	016-174-19					
865	016-174-20					
866	016-175-01					
867	016-175-02					
868	016-175-03					
869	016-181-01					
870	016-181-02					
871	016-181-06					
872	016-181-10					
873	016-181-12					
874	016-181-15					
875	016-181-16					
876	016-181-17					
877	016-181-18					
878	016-181-19					
879	016-181-20					
880	016-181-21					
881	016-181-22					
882	016-181-23					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
883	016-181-25					
884	016-182-01					
885	016-182-02					
886	016-182-03					
887	016-182-04					
888	016-182-05					
889	016-182-06					
890	016-182-07					
891	016-182-08					
892	016-182-10					
893	016-183-01					
894	016-183-02					
895	016-191-09					
896	016-191-10					
897	016-191-13					
898	016-191-14					
899	016-191-15					
900	016-191-16					
901	016-191-17					
902	016-191-18					
903	016-191-19					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
904	016-191-20					
905	016-191-21					
906	016-191-22					
907	016-191-24					
908	016-201-01					
909	016-201-02					
910	016-201-03					
911	016-201-13					
913	016-201-15					
914	016-201-16					
916	016-201-20					
0.17	246 224 24					
917	016-201-21					
912M	016-201-22					
918	016-202-01					
919	016-202-02					
920	016-202-03					
921	016-203-01					
922	016-203-08					
923	016-203-09					
924	016-203-10					
925	016-203-11					
926	016-203-12					
927	016-203-13					
928	016-203-14					
929	016-203-15					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
930	016-203-16					
931	016-203-18					
932	016-213-03					
933	016-213-05					
934	016-213-06					
935	016-213-07					
938	016-213-07					
939	016-213-12					
939	010-213-13					
940	016-213-14					
941	016-213-15					
942	016-231-05					
943	016-241-06					
945	016-241-09					
949	016-241-21					
944M	016-241-22					
947M	016-241-23					
950	016-242-08					
951	016-242-09					
952	016-242-12					
953	016-242-13					
954	016-242-23					
956	016-242-25					
958	016-242-27					

Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
959	016-242-28					
960	016-242-30					
961	016-242-31					
955M	016-242-32					
962	016-261-02					
963	016-261-03					
964	016-261-05					
965	016-261-06					
966	016-261-09					
967	016-261-10					
968	016-261-11					
969	016-271-10					
970	016-271-11					
971	016-271-16					
972	016-281-01					
973	016-281-02					
974	016-281-03					
975	016-281-04					
976	016-281-05					
977	016-281-06					
978	016-281-07					
979	016-281-08					

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LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
980	016-281-09					
981	016-281-10					
982	016-281-11					
983	016-281-12					
984	016-281-13					
985	016-281-14					
986	016-281-15					
987	016-281-16					
988	016-281-17					
989	016-281-18					
990	016-281-19					
991	016-281-20					
992	016-281-21					
993	016-281-22					
994	016-281-23					
995	016-281-24					
996	016-281-25					
997	016-281-26					
998	016-281-27					
999	016-281-28					
1000	016-281-29					
1001	016-281-30					
1002	016-281-31					
1003	016-281-32					
1004	016-282-01					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1005	016-282-02					
1006	016-282-03					
1007	016-282-04					
1008	016-282-05					
1009	016-282-06					
1010	016-282-07					
1011	016-282-08					
1012	016-283-01					
1013	016-283-02					
1014	016-283-03					
1015	016-283-04					
1016	016-283-05					
1017	016-283-06					
1018	016-283-07					
1019	016-283-08					
1020	016-283-09					
1021	016-283-10					
1022	016-283-11					
1023	016-291-06					
1024	016-291-07					
1025	016-291-08					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1026	016-291-09					
1027	016-291-10					
1028	016-291-11					
1029	016-291-12					
1030	016-291-13					
1031	016-291-14					
1032	016-291-16					
1033	016-291-17					
1034 1035	016-291-18 016-291-19					
1036	016-291-20					
1037	016-291-21					
1038	016-291-22					
1039	016-291-23					
1040	016-291-24					
1041	016-291-25					
1042	016-291-29					
1043	016-291-40					
1044	016-291-41					
1045	016-291-43					
1046	016-291-46					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1047	016-291-52					
1048	016-291-54					
1049	016-301-01					
1050	016-301-02					
1051	016-301-03					
1052	016-301-04					
1053	016-301-05					
1054	016-301-06					
1055	016-301-07					
1056	016-301-08					
1057	016-301-09					
1058	016-301-10					
1059	016-301-11					
1060	016-301-12					
1061	016-301-13					
1062	016-301-14					
1063	016-301-15					
1064	016-301-16					
1065	016-301-17					
1066	016-301-18					
1067	016-301-19					
1068	016-301-20					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1069	016-301-22					
1070	016-301-23					
1071	016-302-01					
1072	016-302-02					
1073	016-302-03					
1074	016-302-04					
1075	046 202 05					
1075	016-302-05					
1076	016-302-06					
1077	016-302-07					
1078	016-302-08					
1079	016-302-09					
1080	016-302-10					
1081	016-302-11					
1084	016-302-14					
1085	016-302-15					
1086	016-302-20					
1087	016-302-21					
1090	016-302-24					
1091	016-302-25					
1092	016-302-26					
1093	016-302-27					
1094	016-302-28					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1095	016-302-29					
1095	016-302-29					
1090	010-302-30					
1082M	016-302-31					
1088M	016-302-32					
1097	016-310-01					
1098	016-310-02					
1099	016-310-03					
2000	010 010 00					
1100	016-310-04					
1101	016-310-05					
1102	016-310-06					
1103	016-310-07					
1104	016-310-08					
1105	016-310-09					
1106	016-310-10					
1107	016-310-11					
1108	016-310-12					
1100	010-310-12					
1109	016-310-13					
1110	016-310-14					
1111	016-310-15					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State Zip
1112	016-310-18				
1113	016-310-19				
1114	016-310-20				
1115	016-310-24				
1116	016-310-25				
1117	016-310-26				
1118	016-310-27				
1119	016-310-28				
1120	016-310-29				
1121	016-310-30				
1122	016-310-31				
1123	016-310-32				
1124	016-310-33				
1125	016-310-34				
1126	016-321-01				
1127	016-321-02				
1128	016-321-03				
1129	016-321-04				

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1130	016-321-05					
1131	016-321-06					
1132	016-321-07					
1133	016-321-08					
1134	016-321-09					
1135	016-321-10					
#N/A	016-321-11					
1136	016-322-01					
1137	016-322-02					
1138	016-322-03					
1139	016-322-04					
1140	016-322-05					
1141	016-322-06					
1142	016-322-07					
1143	016-330-01					
1144	016-330-02					
1145	016-330-03					
1146	016-330-04					
1147	016-330-05					
1148	016-330-06					
1149	016-330-07					
1150	016-330-08					
1151	016-330-10					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1152	016-330-11					
1153	016-330-12					
1154	016-330-13					
1155	016-330-14					
549-01	016-341-01					
549-02	016-341-02					
549-03	016-341-03					
549-04	016-341-04					
549-05	016-341-05					
549-06	016-341-06					
549-07	016-341-07					
549-08	016-341-08					
549-09	016-341-09					
549-10	016-341-10					
549-11	016-341-11					
549-12	016-341-12					
549-13	016-341-13					
549-14	016-341-14					
549-15	016-341-15					
549-16	016-341-16					
549-17	016-341-17					
549-18	016-341-18					
549-19	016-341-19					
549-20	016-341-20					
549-21	016-341-21					
549-22	016-341-22					
549-23	016-341-23					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	Citv	State	Zip
549-24	016-341-24					
549-25	016-341-25					
549-26	016-341-26					
349-20	010-341-20					
549-27	016-341-27					
549-28	016-341-28					
549-29	016-341-29					
549-30	016-341-30					
549-31	016-341-31					
549-32	016-341-32					
549-33	016-341-33					
549-34	016-341-34					
549-35	016-341-35					
549-36	016-341-36					
549-37	016-341-37					
549-38	016-341-38					
549-39	016-341-39					
549-40	016-341-40					
549-41	016-341-41					
549-42	016-341-42					
549-42 549-43						
549-43	016-341-43					
549-44	016-341-44					
549-45	016-341-45					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
549-46	016-341-46					
349-40	010-341-40					
549-47	016-341-47					
549-48	016-341-48					
549-49	016-341-49					
549-50	016-341-50					
549-51	016-341-51					
549-52	016-341-52					
549-53	016-341-53					
549-54	016-341-54					
549-55	016-341-55					
549-56	016-341-56					
549-57	016-341-57					
549-58	016-341-58					
549-59	016-341-59					
549-60	016-341-60					
549-61	016-341-61					
549-62	016-341-62					
549-63	016-341-63					
549-64	016-341-64					
549-65	016-341-65					
549-66	016-341-66					
549-67	016-341-67					
549-68	016-341-68					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State Zi	í n		
549-69	016-341-69							
549-70	016-341-70							
549-71	016-341-71							
549-72	016-341-72							
549-73	016-341-73							
549-74	016-341-74							
549-75	016-341-75							
549-76	016-341-76							
549-77	016-341-77							
549-78	016-341-78							
549-79	016-341-79							
549-80	016-341-80							
549-81	016-341-81							
549-82	016-341-82							
549-83	016-341-83							
549-84	016-341-84							
549-85	016-341-85							
549-86	016-341-86							
549-87	016-341-87							
549-88	016-341-88							

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
549-89	016-341-89					
549-90	016-341-90					
549-91	016-341-91					
549-92	016-341-92					
1156	017-181-01					
1156	017-181-01					
1158	017-181-09					
1159	017-181-10					
1160	017-181-11					
1161	017-181-12					
1162	017-181-16					
1163	017-181-34					
1164	017-181-35					
1168	017-181-40					
1169	017-181-41					
1170	017-181-42					
1172	017-181-44					
1166M	017-181-45					
1165M	017-181-46					
1173	184-010-09					
1174	184-010-15					
1175	184-010-16					
1176	184-010-49					
11,0	10 1 010 13					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1177	184-010-50					
1178	184-010-51					
1179	184-010-52					
1180	184-010-53					
1181	184-020-03					
1182	184-020-04					
1183	184-020-05					
1184	184-020-06					
1185	184-020-07					
1186	184-030-01					
1187	184-030-04					
1188	184-030-05					
1189	184-030-16					
1190	184-030-17					
1191	184-041-01					
1192	184-041-02					
1193	184-041-03					
1194	184-041-04					
1195	184-041-05					
1196	184-041-06					
1197	184-041-07					
1198	184-041-08					
1199	184-041-09					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1200	184-041-12					
1200	184-041-12 184-041-13					
1201						
1202	184-041-14					
1203	184-041-15					
1204	184-041-16					
1205	184-041-17					
1206	184-041-18					
1207	184-041-20					
1208	184-041-21					
1209	184-042-01					
1210	184-042-02					
1211	184-042-03					
1212	184-042-04					
1213	184-042-05					
1214	184-043-01					
1215	184-043-02					
1216	184-043-03					
1217	184-043-04					
1218	184-043-05					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1220	184-043-07					
1221	184-043-07					
1221	184-043-08					
1222	184-043-09					
1223	184-043-10					
1224	184-043-11					
1225	184-043-12					
1226	184-043-13					
1228	184-043-16					
1229	184-043-17					
1219M	184-043-18					
1230	184-051-01					
1231	184-051-02					
4000	104 054 00					
1232	184-051-03					
1233	184-051-04					
1234	184-051-05					
1235	184-051-06					
1236	184-051-07					
1237	184-052-01					
1238	184-052-02					
1239	184-052-03					
1240	184-052-04					
1240	104-032-04					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1241	184-052-05					
1242	184-052-06					
1243	184-052-07					
1244	184-121-01					
1245	184-121-02					
1246	184-121-03					
1247	184-121-04					
1248	184-121-05					
1249	184-121-06					
1250	184-121-07					
1251	184-131-01					
1252	184-131-02					
1253	184-131-03					
1254	184-131-04					
1255	184-131-05					
1256	184-131-06					
1257	184-131-07					
1258	184-131-08					
1259	184-131-09					
1260	184-132-01					
1261	184-132-02					
1262	184-132-05					
1263	184-132-06					
1264	184-132-09					
1265	184-132-10					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1266	184-132-11					
1267	184-132-12					
1268	184-132-13					
1269	184-132-14					
1270	184-132-15					
1271	184-132-16					
4272	101 122 17					
1272	184-132-17					
1273	184-132-18					
1274	184-132-19					
1275	184-132-20					
1276	184-132-21					
1277	184-132-22					
1278	184-132-23					
1279	184-132-24					
1280	184-132-25					
1281	184-132-26					
1282	184-132-27					
1283	184-132-28					
1284	184-133-01					
1285	184-133-02					
1286	184-133-03					
1287	184-133-04					
1288	184-133-05					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1289	184-133-06					
1290	184-141-01					
1291	184-141-02					
1292	184-141-03					
1293	184-141-04					
1294	184-141-05					
1295	184-141-06					
1296	184-141-07					
1297	184-141-08					
1298	184-141-09					
1299	184-142-01					
1300	184-142-02					
1301	184-142-03					
1302	184-142-04					
1303	184-142-05					
1304	184-142-06					
1305	184-142-07					
1306	184-142-08					
1307	184-142-09					
1308	184-142-10					
1309	184-142-11					
1310	184-142-12					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1311	184-142-13					
1312	184-142-14					
1313	184-142-15					
1314	184-142-16					
1315	184-142-17					
1316	184-142-18					
1317	184-142-19					
1318	184-142-20					
1319	184-142-21					
1320	184-142-22					
1321	184-142-23					
1322	184-142-24					
1323	184-142-25					
1324	184-142-26					
1325	184-142-27					
1326	184-142-28					
1327	184-142-29					
1328	184-142-30					
1329	184-142-31					
1330	184-142-32					
1331	184-142-33					
1332	184-143-01					
1333	184-143-02					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1334	184-143-03					
1335	184-143-04					
1336M	184-143-07					
1338	184-144-01					
1339	184-144-03					
1340	184-144-04					
1342	184-144-06					
1343	184-144-07					
1345	184-144-10					
1346	184-144-11					
1341M	184-144-12					
1347	184-151-01					
1348	184-151-02					
1349	184-151-03					
1350	184-151-04					
1351	184-151-05					
1352	184-151-06					
1353	184-151-07					
1354	184-151-08					
1355	184-151-09					
1356	184-151-10					
1357	184-151-11					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1358	184-151-12					
1359	184-151-13					
1360	184-151-14					
1361	184-151-15					
1362	184-151-16					
1363	184-151-17					
1364	184-151-18					
1365	184-151-19					
1366	184-151-22					
1367	184-151-23					
1368	184-151-24					
1369	184-151-26					
1070	104 154 05					
1370	184-151-27					
1371	184-152-01					
1372	184-152-02					
1373	184-152-03					
1374	184-152-04					
1375	184-152-05					
1376	184-152-06					
1377	184-152-07					
1378	184-152-08					
1379	184-152-09					
1380	184-152-10					
						
1381	184-152-11					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1382	184-152-13					
1383	184-152-15					
1384	184-152-16					
1387	184-152-21					
1388	184-152-22					
1389	184-152-23					
1390	184-152-24					
1393	184-152-29					
1394	184-152-31					
1395	184-152-33					
1396	184-152-34					
1397	184-152-35					
1398	184-152-36					
1386M	184-152-37					
1385M	184-152-38					
1399	184-161-01					
1400	184-161-02					
1401	184-161-03					
1402	184-161-04					
1403	184-161-05					
1404	184-161-06					
1405	184-161-07					

PART E LIST OF PROPERTY OWNERS

		Mail to	Mailing Address	City	State	Zip
1406	184-161-08					
1407	184-161-09					
1408	184-161-10					
1409	184-161-11					
1410	184-161-12					
1411	184-162-01					
1412	184-162-02					
1413	184-162-03					
1414	184-162-04					
1415	184-162-05					
1416	184-162-06					
1417	184-162-07					
1418	184-162-08					
1419	184-162-09					
1420	184-162-10					
1421	184-162-11					
1422	184-162-12					
1423	184-162-13					
1424	184-162-14					
1425	184-162-15					
1426	194 162 16					
1426	184-162-16					
1427	184-162-17					

PART E
LIST OF PROPERTY OWNERS

1428	Zip	State	City	Mailing Address	Mail to	Assessor's Parcel Number	Special Assessment Number
1429 184-162-19 1430 184-162-20 1431 184-162-21 1432 184-163-01 1433 184-163-02 1434 184-163-03 1435 184-163-04 1436 184-163-05 1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-14 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10							
1430 184-162-20 1431 184-162-21 1432 184-163-01 1433 184-163-02 1434 184-163-03 1435 184-163-04 1436 184-163-05 1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10							
1431 184-162-21 1432 184-163-01 1433 184-163-02 1434 184-163-03 1435 184-163-04 1436 184-163-05 1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-04						184-162-19	1429
1432 184-163-01 1433 184-163-02 1434 184-163-03 1435 184-163-04 1436 184-163-05 1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-00						184-162-20	1430
1433 184-163-02 1434 184-163-03 1435 184-163-04 1436 184-163-05 1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-162-21	1431
1434 184-163-03 1435 184-163-04 1436 184-163-05 1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-01	1432
1435 184-163-04 1436 184-163-05 1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-02	1433
1436 184-163-05 1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-03	1434
1437 184-163-06 1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-04	1435
1438 184-163-07 1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-05	1436
1439 184-163-08 1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-06	1437
1440 184-163-09 1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-07	1438
1441 184-163-10 1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-08	1439
1442 184-163-11 1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-09	1440
1443 184-163-12 1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-10	1441
1444 184-163-13 1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-11	1442
1445 184-163-14 1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-12	1443
1446 184-164-02 1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-13	1444
1447 184-164-03 1448 184-164-04 1449 184-164-10						184-163-14	1445
1448 184-164-04 1449 184-164-10						184-164-02	1446
1449 184-164-10						184-164-03	1447
						184-164-04	1448
1450 184-164-11						184-164-10	1449
						184-164-11	1450
1451 184-171-01							

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1452	184-171-02					
1453	184-171-03					
1454	184-171-04					
1455	184-171-05					
1456	184-171-06					
1457	184-171-07					
1458	184-171-08					
1459	184-171-09					
1460	184-171-10					
1461	184-171-10					
1462	184-171-11					
1463	184-171-13					
1403	184-171-13					
1464	184-171-14					
1465	184-171-15					
1466	184-171-16					
1467	184-171-17					
1468	184-171-18					
1469	184-172-01					
1470	184-172-02					
1471	184-172-03					
1472	184-172-04					
1473	184-172-05					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1474	184-172-06					
1475	184-172-07					
1476	184-172-08					
1477	184-172-09					
1478	184-172-10					
1479	184-172-11					
1480	184-172-12					
1481	184-172-13					
1482	184-172-14					
1483	184-172-15					
1484	184-172-16					
1485	184-172-17					
1486	184-172-18					
1487	184-172-19					
1488	184-172-22					
1489	184-172-23					
1490	184-172-24					
1491	184-172-25					
1492	184-172-26					
1493	184-172-27					
1494	184-172-28					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1495	184-172-29					
1496	184-172-30					
1497	184-172-31					
1498	184-172-32					
1499	184-172-33					
1500	184-172-34					
1501	184-172-35					
1502	184-180-01					
1503	184-180-02					
1504	184-180-03					
1505	184-180-04					
1506	184-180-05					
1507	184-180-06					
1507	184-180-07					
1508	184-180-07					
1509	184-180-08					
1510	184-180-09					
1511	184-180-10					
1512	184-180-11					
1513	184-180-12					
1514	184-180-13					
1515	184-180-14					
1516	184-190-01					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
4547	104 100 03					
1517	184-190-02					
1518	184-190-03					
1519	184-190-04					
1520	184-190-05					
1521	184-190-06					
1522	184-190-07					
1523	184-190-08					
1524	184-190-09					
1525	184-190-10					
1526	184-190-11					
1527	184-190-12					
1528	184-190-13					
1529	184-190-14					
1530	184-190-15					
1531	184-190-16					
1532	184-200-01					
1533	184-200-02					
1534	184-200-03					
1535	184-200-04					
1536	184-200-05					
1537	184-200-06					
1538	184-200-07					
1539	184-200-08					
1540	184-200-09					
1541	184-200-10					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1542	184-200-11					
1543	184-200-12					
1544	184-200-13					
1545	184-200-14					
1546	184-200-15					
1547	184-200-16					
1547						
1548	184-200-17					
1549	184-200-18					
1550	184-200-19					
1551	184-200-20					
1552	184-200-21					
1553	184-200-22					
1554	184-200-23					
1555	184-200-24					
1556	184-200-25					
1557	184-200-26					
1558	184-200-27					
4550	404 000 00					
1559	184-200-28					
1560	184-200-29					
1561	184-200-30					
1562	184-200-31					
1563	184-210-01					
1564	184-220-01					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	Citv	State	Zip
1565	184-220-02					
1566	184-220-03					
1567	184-220-04					
1568	184-220-05					
1569	184-220-06					
1570	184-220-07					
1571	184-220-08					
1572	184-220-09					
1573	184-220-10					
1574	184-220-11					
1575	184-220-12					
1576	184-220-13					
1577	184-220-14					
1578	184-220-15					
1579	184-220-16					
1580	184-220-17					
1581	184-220-18					
1582	184-220-19					
1583	184-220-20					
1584	184-220-21					
1585	184-220-22					
1586	184-220-23					
1587	184-220-24					
1588	184-220-25					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
4500	101 000 05					
1589	184-220-26					
1590	184-220-27					
1591	184-220-28					
1592	184-220-29					
1593	184-220-30					
1594	184-220-31					
1595	184-220-32					
1596	184-220-33					
1597	184-220-34					
1598	184-220-35					
1599	184-220-36					
1600	184-220-37					
1601	184-220-38					
1602	184-220-39					
1603	184-220-40					
1604	184-220-41					
1605	184-220-42					
1606	184-220-43					
1607	184-220-44					
1608	184-220-45					
2000	20 . 220 .0					
1609	184-220-46					
1610	184-220-47					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1611	184-220-48					
1612	184-220-49					
1613	184-220-50					
1614	184-220-51					
1615	184-220-52					
1616	184-230-01					
1617	184-230-02					
1618	184-230-03					
1619	184-230-04					
1620	184-230-05					
1621	184-230-06					
1622	184-230-07					
1623	184-230-08					
1624	184-230-09					
1625	184-230-10					
1626	184-230-11					
1627	184-230-12					
1628	184-230-13					
1629	184-230-14					
1630	184-230-15					
1631	184-230-16					
1632	184-230-17					
1633	184-230-18					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1634	184-240-02					
1635	184-240-03					
1636	184-240-04					
1637	184-240-05					
1638	184-240-06					
1639	184-240-07					
1640	184-240-08					
1641	184-240-09					
1642	184-240-10					
1643	184-240-11					
1644	184-240-12					
1645	184-240-14					
1646	184-240-15					
1647	184-250-01					
1648	184-250-02					
1649	184-250-03					
1650	184-250-04					
1651	184-250-05					
1652	184-250-06					
1653	184-250-07					
1654	184-250-08					
1655	184-250-09					
1656	184-250-10					
1657	184-250-11					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1658	184-250-12					
1659	184-250-13					
1660	184-250-14					
1661	184-250-15					
1662	184-250-16					
1663	184-250-17					
	101.050.10					
1664	184-250-18					
1665	184-250-19					
1666	184-250-20					
1667	184-250-21					
1668	184-250-22					
1669	184-250-23					
1670	184-250-24					
1671	184-250-25					
1672	184-250-26					
1673	184-250-27					
1674	184-250-28					
1675	184-250-29					
1676	184-250-30					
1677	184-250-31					
1678	184-250-32					
1679	184-250-33					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1680	184-250-34					
1681	184-250-35					
1682	184-250-36					
1683	184-250-37					
1684	184-250-38					
1685	184-250-39					
1686	184-250-40					
1687	184-250-41					
1688	184-250-42					
1689	184-250-43					
1690	184-250-44					
1691	184-250-45					
1692	184-250-46					
1693	184-250-47					
1694	184-250-48					
1695	184-250-49					
1696	184-250-50					
1697	184-250-51					
1698	184-250-52					
1699	184-250-53					
1700	184-250-54					
1701	184-250-55					
1702	184-250-56					
1703	184-250-57					

Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1704	184-250-58					
1705	184-250-59					
1706	184-250-60					
1707	184-250-62					
1708	184-250-64					
1709	184-260-01					
1710	184-260-02					
1711	184-260-04					
1712	184-260-05					
1713	184-260-06					
1714	184-260-07					
1715	184-260-08					
1716	184-260-09					
1717	184-260-10					
1718	184-260-11					
1719	184-260-12					
1720	184-260-13					
1721	184-260-14					
1722	184-260-15					
1723	184-260-16					
1724	184-260-17					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1725	184-260-19					
1726	184-260-20					
1727	184-260-21					
1728	184-260-22					
1729	185-010-01					
1730	185-010-04					
1731	185-010-10					
1732	185-010-11					
1733	185-010-12					
1734	185-010-13					
1735	185-010-14					
1736	185-010-15					
1737	185-010-16					
1738	185-010-17					
1739	185-010-18					
1740	185-010-19					
1741	185-010-20					
1742	185-020-02					
1743	185-020-03					
1744	185-020-04					
1745	185-030-02					
1746	185-030-04					
1747	185-030-05					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1748	185-030-06					
1749	185-030-07					
1750	185-030-08					
1751	185-030-09					
1752	185-041-01					
1753	185-041-02					
1754	185-041-03					
1755	185-041-04					
1756	185-041-05					
1757	185-041-06					
1758	185-041-07					
1759	185-041-08					
1760	185-041-09					
1761	185-041-10					
1762	185-041-11					
1763	185-041-12					
1764	185-041-13					
1765	185-041-14					
1766	185-041-15					
1767	185-041-16					
1768	185-041-17					
1769	185-041-18					
1770	185-041-19					
1771	185-041-20					
1772	185-041-21					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1773	185-041-22					
1774	185-041-23					
1775	185-041-24					
1776	185-041-25					
1777	185-041-26					
1778	185-041-27					
1779	185-041-28					
1780	185-041-29					
1781	185-041-32					
1782	185-041-33					
1783	185-041-34					
1784	185-041-35					
1785	185-042-01					
1786	185-042-02					
1787	185-042-03					
1788	185-042-04					
1789	185-042-05					
1790	185-042-06					
1791	185-042-07					
1792	185-042-08					
1793	185-042-09					
1794	185-042-10					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1795	185-051-01					
1796	185-051-02					
1797	185-051-03					
1798	185-051-04					
1799	185-051-05					
1800	185-051-06					
1801	185-051-07					
1802	185-051-08					
1803	185-051-09					
1804	185-051-10					
1805	185-051-11					
1806	185-051-12					
1807	185-052-02					
1808	185-052-03					
1809	185-052-04					
1810	185-052-05					
1811	185-052-06					
1812	185-052-07					
1813	185-052-08					
1814	185-052-09					
1815	185-052-10					
1816	185-052-11					
1817	185-052-12					
1818	185-052-13					
1819	185-052-14					
1820	185-052-15					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1821	185-052-16					
1822	185-052-17					
1823	185-052-18					
1824	185-053-01					
1825	185-053-02					
1826	185-053-03					
1827	185-053-04					
1828	185-053-05					
1829	185-053-06					
1830	185-053-07					
1831	185-053-08					
1832	185-053-09					
1833	185-061-03					
1834	185-061-04					
1835	185-061-05					
1836	185-061-06					
1837	185-061-07					
1838	185-061-08					
1839	185-061-09					
1840	185-061-10					
1841	185-061-11					
1842	185-061-12					
1843	185-061-13					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1844	185-061-14					
1845	185-061-15					
1846	185-061-16					
1847	185-061-17					
1848	185-061-18					
1849	185-061-19					
1850	185-061-20					
1851	185-061-22					
1852	185-061-23					
1853	185-062-01					
1854	185-062-02					
1855	185-062-03					
1856	185-062-04					
1857	185-062-05					
1858	185-062-06					
1859	185-062-07					
1860	185-063-01					
1861	185-071-01					
1862	185-071-02					
1863	185-071-03					
1864	185-071-04					
1865	185-071-05					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1866	185-071-06					
1867	185-071-07					
1868	185-071-08					
1869	185-071-09					
1870	185-071-10					
1871	185-071-11					
10/1	103-071-11					
1872	185-072-01					
1873	185-072-02					
1874	185-072-03					
1875	185-072-04					
1876	185-072-05					
1877	185-072-06					
1878	185-072-07					
1879	185-072-08					
1000	105 073 00					
1880	185-072-09					
1881	185-072-10					
1882	185-072-11					
1883	185-072-12					
1884	185-072-13					
1885	185-072-14					
1886	185-072-15					
1887	185-072-16					
1888	185-072-17					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1889	185-072-18					
1890	185-073-01					
1891	185-073-02					
1892	185-073-03					
1893	185-073-04					
1894	185-073-05					
1895	185-073-06					
1896	185-073-07					
1897	185-081-01					
1898	185-081-02					
1899	185-081-03					
1900	185-081-04					
1901	185-081-05					
1902	185-082-03					
1903	185-082-04					
1904	185-082-05					
1905	185-082-06					
1906	185-082-07					
1907	185-083-01					
1908	185-083-02					
1909	185-083-03					
1910	185-084-01					
1911	185-084-02					
1912	185-085-01					
1913	185-085-02					
1914	185-085-03					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1915	185-085-04					
1916	185-085-05					
1917	185-086-01					
1918	185-086-02					
1919	185-086-03					
1920	185-087-01					
1921	185-087-02					
1922	185-087-03					
1923	185-087-04					
1924	185-087-05					
1925	185-087-06					
1926	185-091-01					
1927	185-092-01					
1928	185-092-02					
1929	185-092-03					
1930	185-093-01					
1931	185-093-02					
1932	185-093-03					
1933	185-093-04					
1934	185-093-05					
1935	185-093-06					
1936	185-093-07					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1937	185-093-08					
1938	185-093-09					
1939	185-093-10					
1940	185-093-11					
1941	185-094-01					
1942	185-094-02					
1943	185-094-03					
1944	185-094-04					
1945	185-094-05					
1946	185-094-06					
1947	185-094-07					
1948	185-094-08					
1949	185-094-09					
1950	185-094-10					
1951	185-094-11					
1952	185-095-01					
1953	185-095-02					
1954	185-095-03					
1955	185-101-01					
1956	185-101-02					
1957	185-101-03					
1958	185-101-04					
1959	185-101-05					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1960	185-101-06					
1961	185-101-07					
1962	185-101-08					
1963	185-101-09					
1964	185-101-10					
1965	185-101-11					
1966	185-101-12					
1967	185-101-13					
1968	185-101-14					
1969	185-101-15					
1970	185-101-16					
1971	185-101-17					
1972	185-101-18					
1973	185-101-19					
1974	185-101-20					
1975	185-101-21					
1976	185-101-22					
1977	185-101-23					
1978	185-101-24					
1979	185-102-01					
1980	185-102-02					
1981	185-102-03					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
1982	185-102-04					
1983	185-102-05					
1984	185-102-06					
1985	185-102-07					
1986	185-102-08					
1987	185-102-09					
1988	185-102-10					
1989	185-102-11					
1990	185-111-01					
1991	185-111-02					
1992	185-111-03					
1993	185-111-04					
1994	185-111-05					
1995	185-111-06					
1996	185-111-07					
2550	100 111 07					
1997	185-111-08					
1998	185-111-09					
1999	185-111-12					
2000	185-111-13					
2000	185-111-13					
2001	185-111-14					
2002	185-111-15					
2003	102-111-10					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2004	185-111-17					
2005	185-111-18					
2006	185-111-19					
2007	185-111-20					
2008	185-111-21					
2009	185-111-22					
2010	185-111-23					
2011	185-111-24					
2012	185-111-25					
2013	185-111-26					
2014	185-111-27					
2015	185-111-28					
2016	185-111-29					
2017	185-111-30					
2018	185-111-31					
2019	185-111-32					
2020	185-111-33					
2021	185-111-36					
2022	185-111-37					
2023	185-111-38					
2024	185-111-39					
2025	185-111-40					
2026	185-111-41					

PART E LIST OF PROPERTY OWNERS

2027 2028 2029	185-111-42 185-111-43 185-111-44			
2029	185-111-44			
2020	105 111 15			
2030	185-111-45			
2031	185-112-01			
2032	185-112-02			
2033	185-112-03			
2033	103 112 03			
2034	185-112-04			
2035	185-112-05			
2036	185-112-06			
2037	185-112-07			
2038	185-112-08			
2039	185-112-09			
2040	185-121-01			
2041	185-121-02			
2042	185-121-03			
2043	185-121-04			
2013	103 121 01			
2044	185-121-05			
2045	185-121-06			
2046	185-121-07			
2047	185-121-08			
2048	185-121-09			

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2049	185-121-10					
2050	185-121-11					
2051	185-121-12					
2052	185-121-13					
2053	185-121-14					
2054	185-131-01					
2055	185-131-02					
2056	105 121 02					
2056	185-131-03					
2057	185-131-04					
2058	185-131-05					
2059	185-131-06					
2060	185-131-07					
2061	185-131-08					
2062	185-131-09					
2063	185-131-10					
2064	185-131-11					
2065	185-131-12					
2066	185-131-13					
2067	185-131-14					
2068	185-131-15					
2069	185-132-01					
2070	185-132-02					
2071	185-132-03					
2072	185-132-04					
2073	185-132-05					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2074	185-132-06					
2075	185-132-07					
2076	185-132-08					
2077	185-132-09					
2078	185-132-10					
2079	185-132-11					
2080	185-132-12					
2081	185-132-13					
2082	185-132-14					
2083	185-132-15					
2084	185-132-16					
2085	185-132-17					
2086	185-132-18					
2087	185-132-19					
2088	185-132-20					
2089	185-132-21					
2090	185-133-02					
2091	185-133-03					
2092	185-133-04					
2093	185-133-05					
2094	185-133-06					
2095	185-133-07					
2096	185-133-08					
2097	185-133-09					
2098	185-133-10					
2099	185-133-11					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2100	185-133-12					
2101	185-133-13					
2102	185-133-14					
2402	105 111 01					
2103	185-141-01					
2104	185-141-02					
2105	185-142-01					
2103	103 142 01					
2106	185-142-02					
2107	185-142-03					
2108	185-142-04					
2109	185-142-05					
2110	185-142-06					
2111	185-142-07					
2112	185-142-08					
2113	185-142-09					
2114	185-142-10					
2115	185-143-01					
2116	185-143-02					
2117	185-143-03					
2118	185-143-04					
2119	185-143-05					
2120	185-143-06					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2121	185-143-07					
2122	185-143-08					
2123	185-143-09					
2124	185-143-10					
2125	185-143-11					
2126	185-143-12					
2127	185-143-13					
2128	185-143-14					
2129	185-143-15					
2130	185-143-16					
2131	185-143-17					
2132	185-143-18					
2133	185-143-19					
2134	185-143-20					
2135	185-143-21					
2136	185-143-22					
2137	185-143-23					
2138	185-143-24					
2139	185-143-25					
2140	185-144-01					
2141	185-144-02					
2142	185-144-03					
2143	185-144-04					
2144	185-144-05					
2145	185-144-06					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2146	185-144-07					
2147	185-144-08					
2148	185-144-09					
2149	185-144-10					
2150	185-144-11					
2151	185-144-12					
2152	185-144-13					
2153	185-144-14					
2154	185-144-15					
2155	185-145-01					
2156	185-145-02					
2157	185-145-03					
2158	185-145-04					
2159	185-145-05					
2160	185-145-06					
2161	185-145-07					
2162	185-145-08					
2163	185-145-09					
2164	185-145-10					
2165	185-145-11					
2166	185-146-01					
2167	185-146-02					
2168	185-146-03					
2169	185-146-04					
2170	185-146-05					

PART E LIST OF PROPERTY OWNERS

2171 185-146-06 2172 185-146-07 2173 185-146-08 2174 185-146-09 2175 185-151-01 2176 185-151-02 2177 185-152-01 2178 185-152-04 2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-05 2184 185-153-06 2185 185-153-07	City	State	Zip
2173 185-146-08 2174 185-146-09 2175 185-151-01 2176 185-151-02 2177 185-152-01 2178 185-152-04 2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2173 185-146-08 2174 185-146-09 2175 185-151-01 2176 185-151-02 2177 185-152-01 2178 185-152-04 2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2174 185-146-09 2175 185-151-01 2176 185-151-02 2177 185-152-01 2178 185-152-04 2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2175 185-151-01 2176 185-151-02 2177 185-152-01 2178 185-152-04 2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2176 185-151-02 2177 185-152-01 2178 185-152-04 2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2177 185-152-01 2178 185-152-04 2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2178 185-152-04 2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2179 185-153-01 2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2180 185-153-02 2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2181 185-153-03 2182 185-153-04 2183 185-153-05 2184 185-153-06			
2182 185-153-04 2183 185-153-05 2184 185-153-06			
2182 185-153-04 2183 185-153-05 2184 185-153-06			
2183 185-153-05 2184 185-153-06			
2184 185-153-06			
2105 195 152 07			
2186 185-153-08			
2187 185-153-09			
2188 185-153-10			
2189 185-153-11			
2190 185-153-12			
2191 185-153-13			
2192 185-153-14			
2193 185-153-15			
2194 185-153-16			
2195 185-153-17			

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2196	185-153-18					
2197	185-153-19					
2198	185-153-20					
2199	185-153-21					
2200	185-154-01					
2201	185-154-02					
2202	185-154-03					
2203	185-154-04					
2204	185-154-05					
2201	103 13 1 03					
2205	185-154-06					
2206	185-154-07					
2207	185-154-08					
2208	185-154-11					
2209	185-154-12					
2210	185-154-13					
2211	185-154-14					
2212	185-154-15					
2213	185-154-16					
2214	185-154-17					
2215	185-154-18					
2216	185-154-19					
2217	185-154-20					
2218	185-154-21					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2219	185-154-23					
2220	185-155-01					
2221	185-155-02					
2222	185-155-03					
2223	185-156-01					
2224	185-156-02					
2225	185-156-03					
2226	185-156-04					
2227	185-156-05					
2228	185-156-06					
2220	105 157 01					
2229	185-157-01					
2230	185-157-02					
2231	185-157-03					
2232	185-157-04					
2233	185-157-05					
2234	185-157-06					
2254	105 157 00					
2235	185-157-07					
2236	185-157-08					
2237	185-158-01					
2238	185-158-02					
2239	185-161-01					
2240	185-161-02					
2241	185-161-03					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2242	185-161-04					
2243	185-161-05					
2244	185-161-06					
2245	185-161-07					
2246	185-161-08					
2247	185-161-09					
2248	185-161-10					
2249	185-161-11					
2250	185-161-12					
2251	185-161-13					
2252	185-161-14					
2253	185-161-15					
2254	185-161-16					
2255	185-161-17					
2256	185-161-18					
2257	185-162-01					
2258	185-162-02					
2259	185-162-03					
2260	185-162-04					
2261	185-162-05					
2262	185-162-06					
2263	185-162-07					
2264	185-162-08					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2265	185-163-01					
2266	185-163-02					
2267	185-163-03					
2268	185-163-04					
2269	185-163-05					
2270	185-163-06					
2271	185-163-07					
2272	185-163-08					
2273	185-163-09					
22,3	103 103 03					
2274	185-163-10					
2275	185-163-11					
2276	185-163-12					
2277	185-163-13					
2278	185-163-16					
2279	185-163-17					
2280	185-163-18					
2281	185-163-19					
2282	185-163-20					
2283	185-164-01					
2284	185-164-02					
2285	185-171-01					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2286	185-171-02					
2287	185-171-03					
2288	185-171-04					
2289	185-171-05					
2290	185-171-06					
2291	185-172-01					
2292	185-172-02					
2293	185-172-03					
2294	185-172-04					
2295	185-172-05					
2296	185-173-01					
2297	185-173-02					
2298	185-173-03					
2299	185-173-04					
2300	185-173-05					
2301	185-173-06					
2302	185-173-07					
2303	185-173-08					
2304	185-173-09					
2305	185-173-10					
2306	185-173-14					
2307	185-173-18					
2308	185-173-19					
2309	185-174-01					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2310	185-174-02					
2311	185-174-03					
2312	185-174-04					
2313	185-191-01					
2314	185-191-02					
2315	185-192-01					
2316	185-192-02					
2317	185-192-03					
2318	185-192-04					
2319	185-192-05					
2320	185-193-01					
2321	185-193-02					
2322	185-193-03					
2323	185-193-04					
2324	185-193-05					
2325	185-193-06					
2326	185-193-07					
2327	185-193-08					
2328	185-193-09					
2329	185-193-10					
2330	185-193-11					
2331	185-193-14					
2222	105 103 15					
2332	185-193-15					
2333	185-193-16					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
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2334	185-193-17					
2335	185-193-19					
2336	185-194-01					
2337	185-194-02					
2338	185-194-03					
2339	185-194-04					
2340	185-194-05					
2341	185-194-06					
2342	185-194-07					
2343	185-194-08					
2344	185-194-09					
2345	185-194-10					
2346	185-194-11					
2347	185-194-12					
2348	185-194-13					
2349	185-194-14					
2350	185-195-01					
2351	185-195-02					
2352	185-195-03					
2353	185-195-04					
2354	185-195-05					
2355	185-195-06					
2555	103 133 00					

PART E
LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2356	185-195-07					
2357	185-195-08					
2358	185-195-09					
2359	185-195-10					
2360	185-195-11					
2361	185-195-12					
2362	185-195-13					
2363	185-195-14					
2364	185-195-15					
2365	185-195-16					
2366	185-195-17					
2367	185-195-18					
2368	185-195-19					
2369	185-196-01					
2370	185-196-02					
2371	185-196-03					
2372	185-196-06					
2373	185-196-07					
2374	185-196-08					
2375	185-196-09					
2376	185-196-10					
2377	185-197-01					
2378	185-197-02					
2379	185-197-03					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2380	185-197-04					
2381	185-201-01					
2382	185-201-02					
2383	185-201-04					
2384	185-201-06					
2385	185-201-07					
2386	185-201-08					
2387	185-201-09					
2388	185-201-10					
2389	185-201-11					
2390	185-201-12					
2391	185-201-13					
2392	185-201-14					
2393	185-201-15					
2394	185-201-16					
2395	185-201-17					
2396	185-221-01					
2397	185-221-02					
2398	185-221-03					
2399	185-221-04					
2400	185-221-05					
2401	185-221-06					

2402 185-221-07 2403 185-221-09 2404 185-221-10 2405 185-221-13 2406 185-221-15 2407 185-221-16 2408 185-221-17 2409 185-221-18 2410 185-221-19 2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-22 2414 185-221-23 2415 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02 2421 185-222-02 2421 185-222-03	al nent er	sessor's Parcel Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2404 185-221-10 2405 185-221-13 2406 185-221-15 2407 185-221-16 2408 185-221-17 2409 185-221-18 2410 185-221-19 2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-25 2416 185-221-28 2417 185-221-30 2418 185-221-30 2418 185-221-01 2420 185-22-02	2	185-221-07	185-221-07					
2405 185-221-13 2406 185-221-15 2407 185-221-16 2408 185-221-17 2409 185-221-18 2410 185-221-19 2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-23 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-22-01 2420 185-22-02	3 :	185-221-09	185-221-09					
2406 185-221-15 2407 185-221-16 2408 185-221-17 2409 185-221-18 2410 185-221-19 2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-23 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02	1 :	185-221-10	185-221-10					
2407 185-221-16 2408 185-221-17 2409 185-221-18 2410 185-221-19 2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-23 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-22-01 2420 185-22-02	5 :	185-221-13	185-221-13					
2408 185-221-17 2409 185-221-18 2410 185-221-19 2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-25 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02	5 :	185-221-15	185-221-15					
2409 185-221-18 2410 185-221-19 2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-23 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02	7 :	185-221-16	185-221-16					
2410 185-221-19 2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-25 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-22-01 2420 185-22-02	3 :	185-221-17	185-221-17					
2411 185-221-20 2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-25 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02) :	185-221-18	185-221-18					
2412 185-221-21 2413 185-221-22 2414 185-221-23 2415 185-221-25 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02								
2413 185-221-22 2414 185-221-23 2415 185-221-25 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02	L :	185-221-20	185-221-20					
2414 185-221-23 2415 185-221-25 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02	2 :	185-221-21	185-221-21					
2415 185-221-25 2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02	3	185-221-22	185-221-22					
2416 185-221-28 2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02	1 :	185-221-23	185-221-23					
2417 185-221-30 2418 185-221-31 2419 185-222-01 2420 185-222-02	5 :	185-221-25	185-221-25					
2418 185-221-31 2419 185-222-01 2420 185-222-02	5	185-221-28	185-221-28					
2419 185-222-01 2420 185-222-02	7	185-221-30	185-221-30					
2420 185-222-02	3	185-221-31	185-221-31					
)	185-222-01	185-222-01					
2421 185-222-03) :	185-222-02	185-222-02					
E 121 103 222 00	L :	185-222-03	185-222-03					
2422 185-222-04	2	185-222-04	185-222-04					
2423 185-222-05	3	185-222-05	185-222-05					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2424	185-222-06					
2424	185-222-06					
2425	185-222-07					
2427	185-222-09					
2428	185-251-01					
2429	185-251-02					
2430	185-251-03					
2431	185-251-04					
2432	185-251-05					
2433	185-251-06					
2434	185-252-01					
2435	185-252-02					
2436	185-253-01					
2437	185-253-02					
2438	185-253-03					
2439	185-253-04					
2440	185-253-05					
2441	185-253-06					
2442	185-253-07					
2443	185-254-01					
2444	185-254-02					
2445	185-254-03					
2446	185-254-04					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2447	185-254-05					
2449	105 255 01					
2448 2449	185-255-01 185-255-02					
2449	185-255-03					
2451	185-255-04					
2451	165-255-04					
2452	185-255-05					
2453	185-255-06					
2454	185-255-07					
2455	185-255-08					
2456	185-255-09					
2457	185-255-10					
2458	185-255-11					
2459	185-255-12					
2460	185-255-13					
2461	185-256-01					
2462	185-256-02					
2463	185-256-03					
2464	105 256 01					
2464	185-256-04					
2465	185-256-05					
2466	185-271-01					
2467	185-271-02					
2468	185-271-03					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2469	185-271-04					
2470	185-271-05					
2471	185-271-06					
2472	185-271-07					
2473	185-271-08					
2474	185-271-09					
2475	185-271-10					
2476	185-271-11					
2477	185-271-12					
2478	185-271-13					
2479	185-271-14					
2480	185-271-15					
2481	185-271-16					
2482	185-272-01					
2483	185-272-02					
2484	185-272-03					
2485	185-272-04					
2486	185-272-05					
2487	185-272-06					
2488	185-272-07					
2489	185-273-01					
2490	185-273-02					
2491	186-041-02					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2492	186-041-03					
2492	186-041-03					
2493	180-042-02					
2494	186-042-03					
2495	186-051-05					
2496	186-051-06					
2497	186-051-07					
2498	186-051-08					
2.400	106 051 00					
2499	186-051-09					
2500 2501	186-051-10					
2501	186-051-11 186-051-12					
2502	186-051-12					
2303	180-031-13					
2504	186-071-03					
2505	186-071-04					
3506	100 071 05					
2506 2507	186-071-05					
2507	186-071-09					
2508	186-072-01					
2509	186-072-09					
2540	106 072 16					
2510	186-072-10					
2511	186-072-16					
2512	186-072-17					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2513	186-081-05					
2514	186-081-07					
2515	186-081-08					
2516	186-081-09					
2517	186-081-10					
2518	186-081-15					
2519	186-081-16					
2520	186-081-17					
2521	186-081-18					
2522	186-081-19					
2523	186-081-20					
2524	186-081-21					
2525	186-082-01					
2526	186-082-02					
2527	186-091-01					
2528	186-091-02					
2529	186-091-08					
2530	186-091-10					
2531	186-092-01					
2532	186-092-02					

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LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2533	186-092-04					
2534	186-092-05					
2535	186-092-06					
2536	186-092-08					
2537	186-092-09					
2538	186-092-10					
2539	186-092-11					
2540	186-092-12					
2541	186-092-14					
2542	186-101-02					
2543	186-101-03					
2544	186-101-04					
2545	186-101-05					
2546	186-101-06					
2547	186-101-08					
2548	186-101-09					
2549	186-101-10					
2550	186-101-13					
2551	186-101-14					
2552	186-101-15					
2553	186-101-16					
2554	186-101-17					
2555	186-111-01					
2556	186-111-02					
2557	186-112-01					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2558	186-112-02					
2560	186-112-07					
2561	186-112-08					
2562	186-112-14					
2563	186-112-15					
2564	186-112-16					
2565	186-112-18					
2568	186-112-21					
2569	186-112-22					
2559M	186-112-23					
2570	186-121-14					
2571	186-121-17					
2572	186-121-18					
2573	186-121-21					
2574	186-121-24					
2575	186-121-25					
2576	186-121-28					
2577	186-121-29					
2578	186-121-30					
2579	186-121-31					
2582	186-121-36					
2580M	186-121-37					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2583	186-122-07					
2584	186-122-08					
2585	186-131-03					
2586	186-131-04					
2587	186-132-04					
2588	186-132-14					
2589	186-132-15					
2590	186-132-18					
2591	186-132-22					
2592	186-132-23					
2593	186-132-24					
2594	186-132-25					
2595	186-132-26					
2596	186-132-27					
2597	186-132-40					
2598	186-132-41					
2599	186-132-42					
2600	186-141-01					
2601	186-141-02					
2602	186-141-03					
2603	186-141-04					
2604	186-141-05					
2605	186-141-06					
2606	186-141-07					
2607	186-141-09					
2608	186-141-10					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2609	186-141-11					
2610	186-141-15					
2611	186-141-16					
2612	186-141-17					
2613	186-141-20					
2614	186-141-22					
2615	186-141-23					
2616	186-141-24					
2617	186-141-26					
2618	186-141-30					
2619	186-141-31					
2620	186-141-32					
2621	186-141-33					
2622	186-141-34					
2623	186-142-01					
2624	186-142-02					
2626	186-142-05					
2627	186-142-06					
2628	186-142-07					
2630	186-142-14					
2631	186-142-15					
2632	186-142-16					
2633	186-142-17					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2634	186-142-18					
2635	186-142-19					
2636	186-142-20					
2637	186-142-25					
2638	186-142-26					
2639	186-142-27					
2640	186-142-30					
2642	186-142-32					
2643	186-142-33					
2644	186-142-34					
2645	186-142-35					
2646	186-142-36					
2040	180-142-30					
2625M	186-142-37					
2647	186-152-02					
2648	186-152-03					
2649	186-152-10					
2650	186-152-11					
2651	186-153-01					
2652	106 153 03					
2652	186-153-02					
2653	186-153-03					
2654	186-153-04					
2655	186-153-05					
2656	186-153-06					
2658	186-153-21					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2659	186-153-22					
2660	186-153-23					
2661	186-153-24					
2662	186-153-26					
2663	186-153-35					
2664	186-153-36					
2665	186-153-37					
2666	186-153-38					
2667	186-153-44					
3668	186-153-45					
2668 2669						
2670	186-153-48 186-153-49					
2671	186-153-49					
2672	186-153-51					
2673	186-153-53					
2674	186-153-55					
2074	180 133 33					
2675	186-153-56					
2676	186-153-57					
2677	106 152 50					
2677	186-153-58					
2678	186-153-59					
2679	186-153-60					
2680	186-153-61					
2681	186-153-62					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2683	186-153-69					
2684	186-153-70					
2657M	186-153-71					
2685	186-470-65					
2686	186-470-66					
#N/A	186-470-74					
#N/A	186-470-75					
#N/A	186-470-77					
#N/A	186-470-78					
2687	186-470-81					
2688	186-470-85					
2689	186-470-87					
2690	186-470-90					
2691	186-470-91					
2692	186-470-93					
#N/A	186-470-98					
2693	186-470-99					
2694	186-491-01					
2695	186-491-02					
2696	186-491-03					
2697	186-491-04					
2698	186-491-05					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2.00	105 101 05					
2699	186-491-06					
2700	186-491-07					
2701	186-492-01					
2702	186-492-02					
2703	186-492-03					
2704	186-492-04					
2705	186-492-05					
2706	186-492-06					
2707	186-492-07					
2708	186-492-08					
2709	186-492-09					
2710	186-492-10					
2711	186-492-11					
2712	186-492-12					
2713	186-492-13					
2714	186-492-14					
2715	186-493-01					
2716	186-493-02					
2717	186-493-03					
2718	186-493-05					
2719	186-493-06					
2720	186-493-07					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2721	186-493-08					
2722	186-493-09					
2722	106 102 10					
2723	186-493-10					
2724	186-493-11					
2725	186-493-12					
2726	186-493-13					
2727	186-493-14					
2728	186-493-15					
2729	186-493-16					
2730	186-493-17					
2731	186-493-18					
2732	186-493-19					
2733	186-493-21					
2734	186-493-22					
2735	186-493-23					
2736	186-493-24					
2737	186-493-25					
2738	186-493-26					
2739	186-493-27					
2740	186-493-28					
2741	186-493-29					
2742	186-493-30					
2743	186-494-01					
2744	186-494-02					
2745	186-494-03					
2746	186-494-04					
2746	186-494-04					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2747	186-494-05					
2748	186-495-01					
2749	186-495-02					
2750	186-495-03					
2751	186-495-04					
2752	186-495-05					
2753	186-501-01					
2754	186-501-02					
2755	186-502-01					
2756	186-502-02					
2757	186-502-03					
2758 2759 2760 2761 2762 2763 2764 2765 2766	186-502-06 186-502-08 186-502-09 186-502-10 186-502-11 186-502-12 186-502-13 186-502-14 186-502-15					
2767	186-502-16					
2768	186-502-17					
2769	186-502-18					
2770	186-502-19					
2771	186-502-20					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2772	186-502-22					
2773	186-502-23					
2774	186-502-25					
2775	186-503-01					
2776	186-503-02					
2777	186-503-03					
2778	186-503-04					
2779	186-503-05					
2780	186-503-06					
2781	186-503-07					
2782	186-504-02					
2783	186-504-03					
2784	186-504-04					
2785	186-504-05					
2786	186-504-06					
2787	186-504-08					
2788	186-510-01					
2789	186-510-02					
2790	186-510-03					
2791	186-510-04					
2792	186-510-05					
2793	186-520-01					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2704	406 520 02					
2794	186-520-02					
2795	186-520-03					
2796	186-520-06					
2797	186-520-09					
2798	186-520-10					
2799	186-520-11					
2800	186-520-12					
2801	186-520-13					
2802	186-520-14					
2803	186-520-15					
2804	186-520-16					
2805	186-520-19					
2806	186-520-20					
2807	186-530-01					
2808	186-530-02					
2809	186-530-03					
2810	186-530-06					
2811	186-530-07					
2812	186-530-08					
2813	186-530-09					
2814	186-530-09					
2815	186-530-10					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip	
2816	186-530-12						
2817	186-530-13						
2818	186-530-14						
2819	186-530-15						
2820	186-530-16						
2821	186-530-17						
2822	186-530-18						
2823	186-530-19						
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2830	186-530-26						
2831	186-530-27						
2832	186-530-28						
2032	180-330-28						
2833	186-530-29						
2834	186-530-30						
2835	186-530-31						
2836	186-530-32						
2837	186-530-33						
2838	186-530-34						
2839	186-530-35						

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2840	186-530-36					
2841	186-530-37					
2011	100 330 37					
2842	186-530-38					
2843	186-530-39					
2844	186-530-40					
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2855	186-530-51					
2856	186-530-52					
2857	186-530-53					
2858	186-530-54					
2859	186-530-55					
2860	186-530-56					

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2861	186-530-57					
2862	186-530-58					
2863	186-530-59					
2054	406 530 60					
2864	186-530-60					
2865	186-530-61					
2866	186-530-64					
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2868	186-530-67					
2869	186-530-68					
2870	186-540-01					
2871	186-540-02					
2872	186-540-03					
2873	186-540-04					
2874	186-540-05					
2875	186-540-06					
2076	106 540 07					
2876	186-540-07					
2877	186-540-08					
2878	186-540-09					
2879	186-540-10					
2880	186-540-11					
2881	186-540-12					
2882	186-540-13					
2883	186-540-14					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2884	186-540-15					
2885	186-540-16					
2886	186-540-17					
2887	186-540-18					
2888	186-540-19					
2889	186-540-20					
2890	186-540-21					
2891	186-540-22					
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2901	186-540-32					
2902	186-540-33					
2903	186-540-34					
2904	186-540-35					
2905	186-540-36					
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Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2907	186-540-38					
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2923	186-551-02					
2924	186-551-03					
2925	186-551-04					
2926	186-551-05					
2927	186-551-08					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2928	186-551-09					
2929	186-551-10					
2930	186-551-12					
2931	186-551-14					
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2933	186-551-16					
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2942	186-551-28					
2943	186-551-29					
2044	100 551 20					
2944	186-551-30					
2945	186-551-31					
2946	186-551-32					
2947	186-551-33					
2948	186-551-34					

2949 2950 2951 2952 2953 2954 2955	186-551-35 186-551-36 186-551-37 186-551-38 186-551-42 186-551-43 186-551-45			
2950 2951 2952 2953 2954	186-551-36 186-551-37 186-551-38 186-551-42 186-551-43 186-551-45			
2951 2952 2953 2954	186-551-37 186-551-38 186-551-42 186-551-43 186-551-45			
2952 2953 2954	186-551-38 186-551-42 186-551-43 186-551-45			
2953 2954	186-551-42 186-551-43 186-551-45			
2953 2954	186-551-42 186-551-43 186-551-45			
2954	186-551-43 186-551-45			
	186-551-45			
2956	186-551-47			
2330	100 331 47			
2957	186-551-48			
2958	186-551-49			
2959	186-552-01			
2960	186-552-02			
2961	186-552-03			
2501	100 332 03			
2962	186-552-05			
2963	186-552-06			
2964	186-552-07			
2965	186-552-08			
2966	186-560-01			
2967	186-560-02			
230,	200 000 02			
2968	186-560-03			

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2969	186-560-04					
2970	186-560-05					
2971	186-560-06					
2972	186-560-07					
2973	186-560-08					
2974	186-560-09					
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2978	186-560-13					
2979	186-560-14					
2980	186-560-15					
2981	186-560-16					
2982	186-560-17					
2983	186-560-18					
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2985	186-560-20					
2986	186-560-21					
2987	186-560-22					
2988	186-560-23					
2300	100-300-23					
2989	186-560-24					
2990	186-560-25					

PART E LIST OF PROPERTY OWNERS

Special Assessment Number	Assessor's Parcel Number	Mail to	Mailing Address	City	State	Zip
2991	186-560-26					
2992	186-560-27					
2993	186-560-28					
2994	186-571-01					
2995	186-571-02					
2996	186-571-03					
2997	186-571-04					
2998	186-571-09					
2999	186-571-10					
3000	186-571-11					
3001	186-571-12					
3002	186-571-22					
3003	186-571-23					
3004	186-571-24					
3005	186-571-25					
3006	186-571-26					

PART F ASSESSMENT DIAGRAM

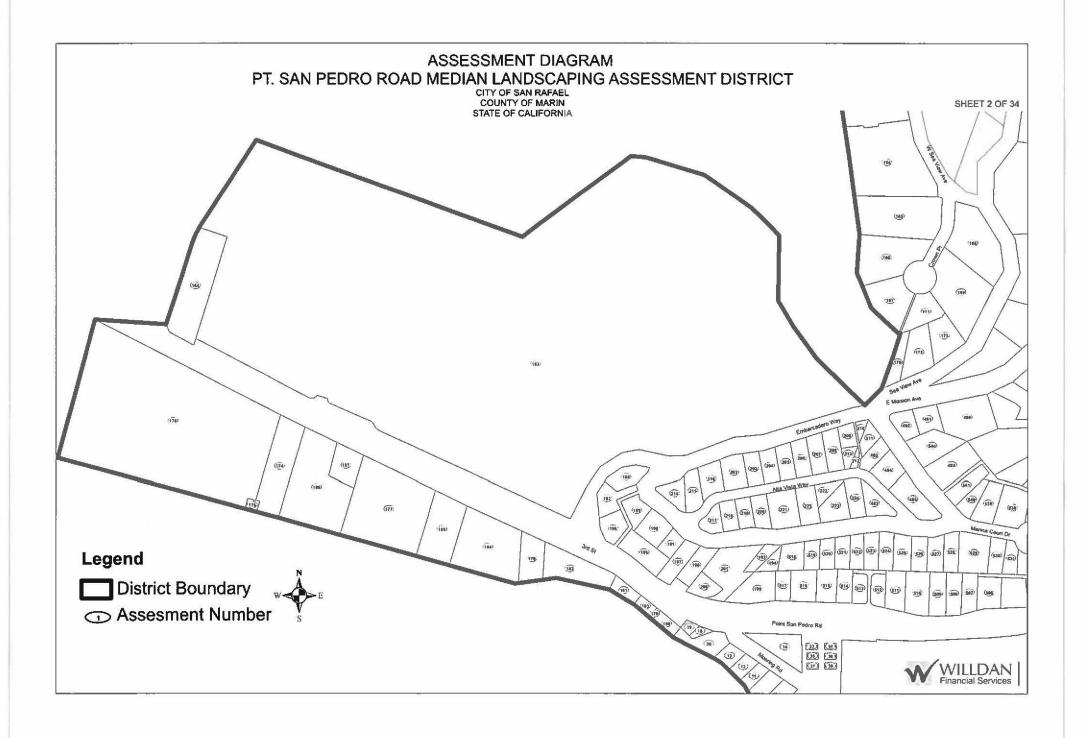
See sheets 1 through 35 in Appendix B.

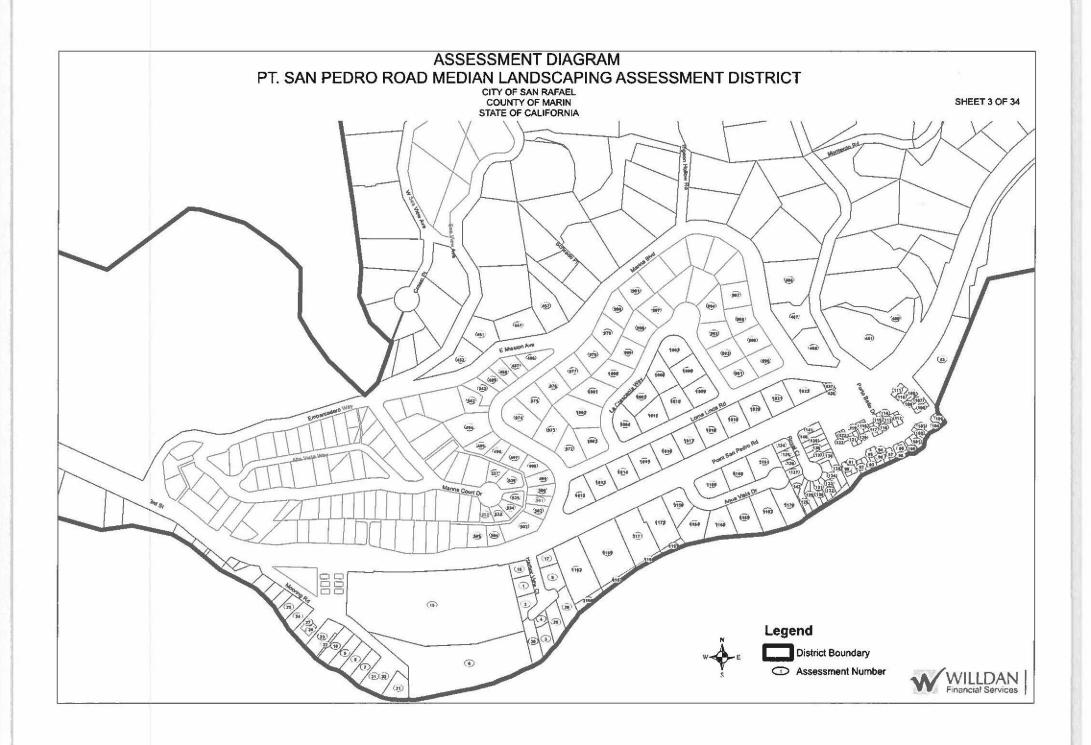
ASSESSMENT DIAGRAM

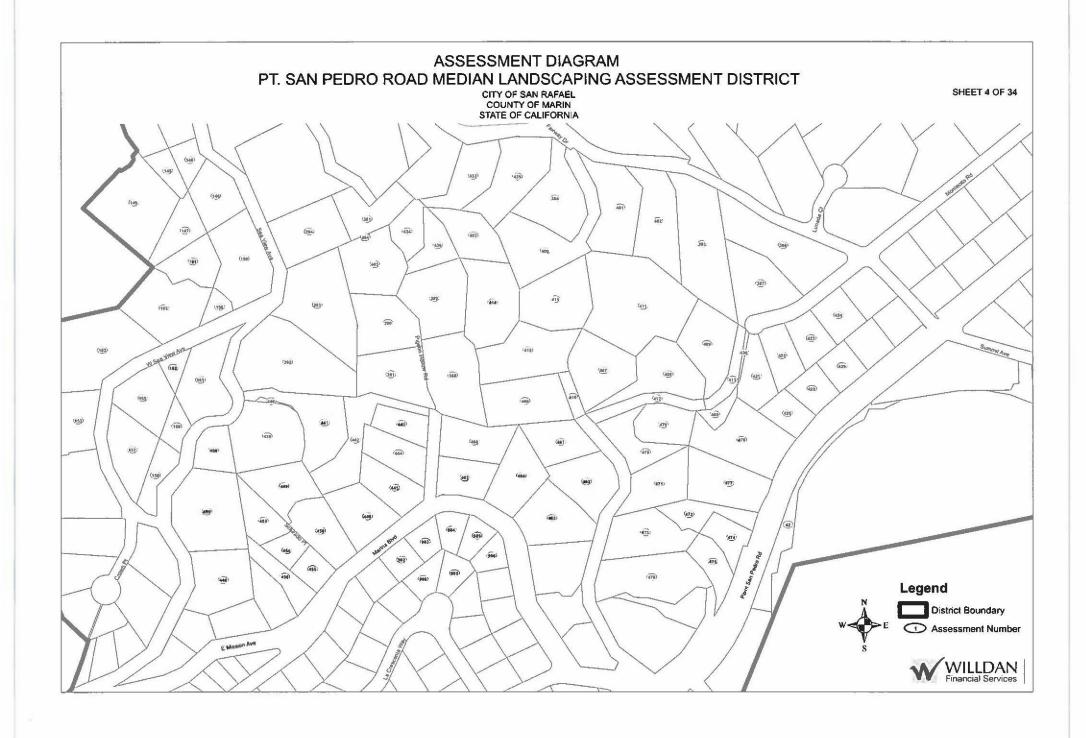
PT. SAN PEDRO ROAD MEDIAN LANDSCAPING ASSESSMENT DISTRICT SHEET 1 OF 34 CITY OF SAN RAFAEL COUNTY OF MARIN STATE OF CALIFORNIA FILED IN OFFICE OF THE CITY CLERK OF THE CITY OF SAN RAFAEL, THIS ______ DAY OF ______ 2011. CITY CLERK CITY OF SAN RAFAEL AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF SAN RAFAEL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN IN THIS ASSESSMENT DIAGRAM, SAIDASSESSMENT WAS LEVIED ON THE DAY OF ... 2011.

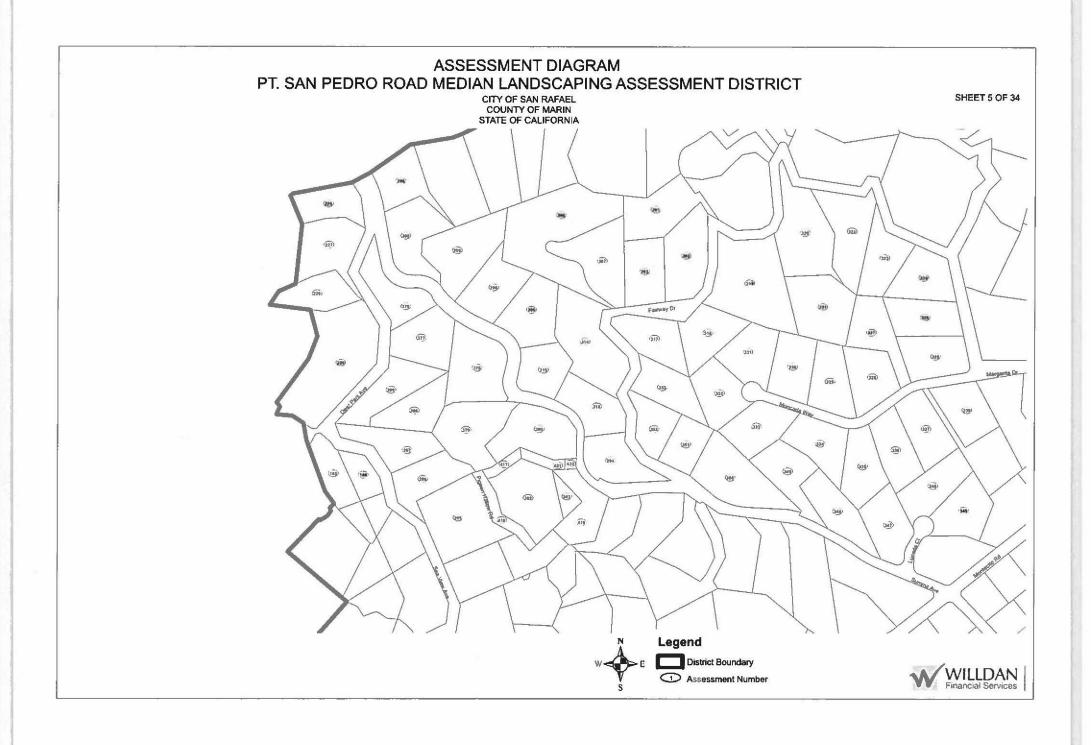
AND ASSESSMENT DIAGRAM AND ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THAT CITY ON THE ... DAY OF ... 2011. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL SHOWN ON THE ASSESSMENT DIAGRAM. CITY CLERK CITY OF SAN RAFAEL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS, CITY OF SAN RAFAEL, THIS ______ DAY OF SUPERINTENDENT OF STREETS CITY OF SAN RAFAEL DAY OF ______ 2911, AT THE HOUR OF _____ O'CLOCK ___ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) IN THE OFFICE OF THE RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA. BY DEPUTY, COUNTY RECORDER COUNTY OF MARIN DOCUMENT NO .: THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS WITHIN THE MARIN COUNTY ASSESSOR'S MAPS AND SHALL BE GOVERNED BY THE MARIN COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED. Legend **District Boundary**

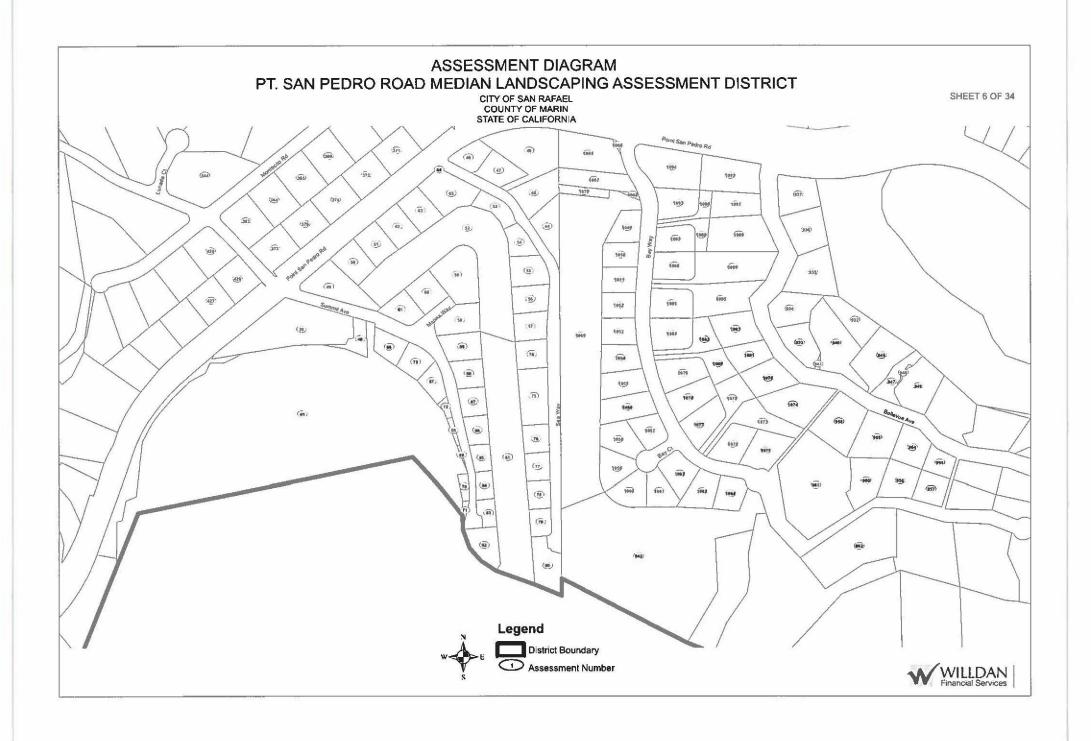


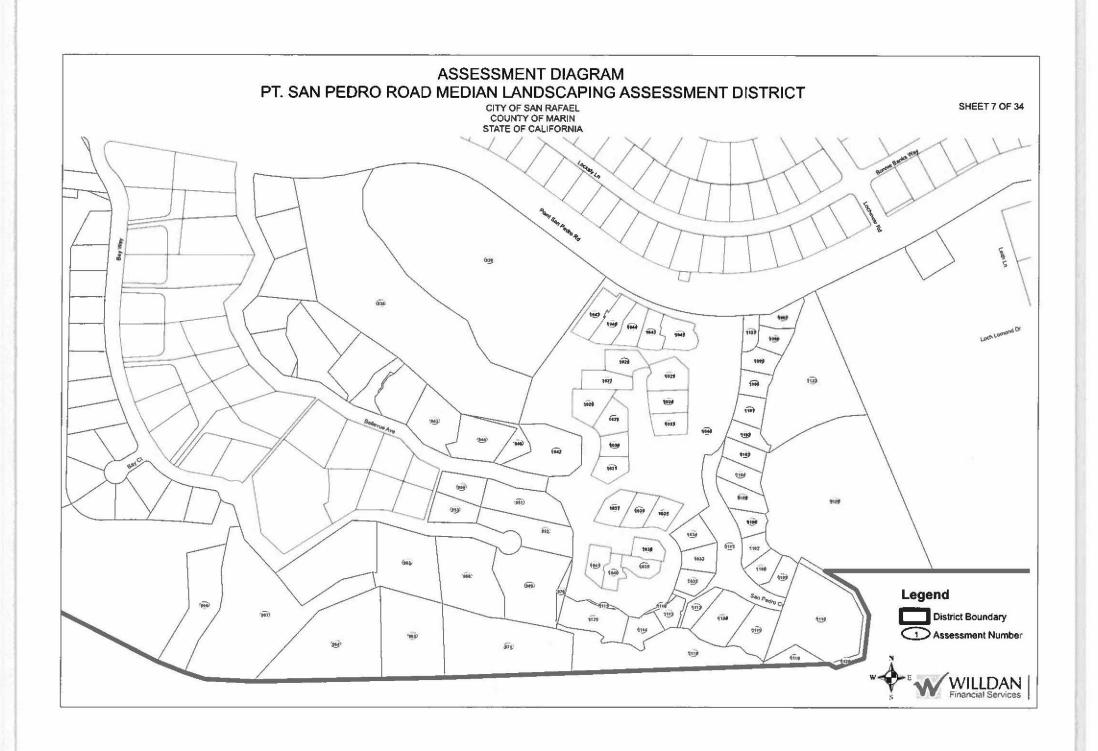


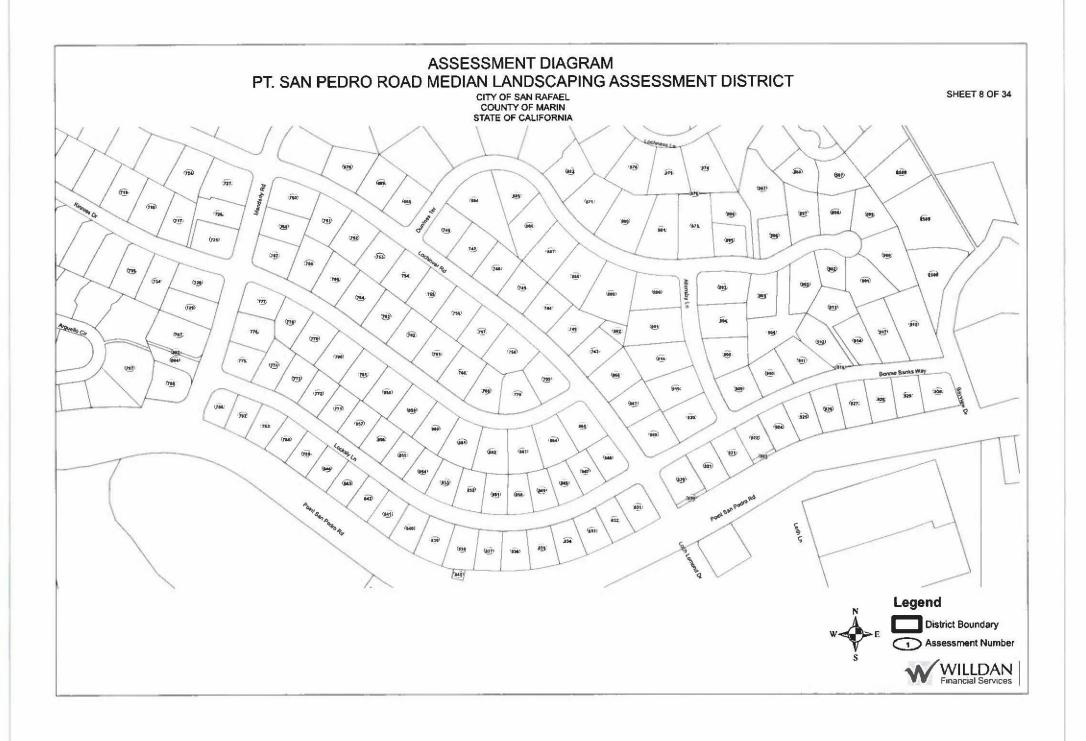


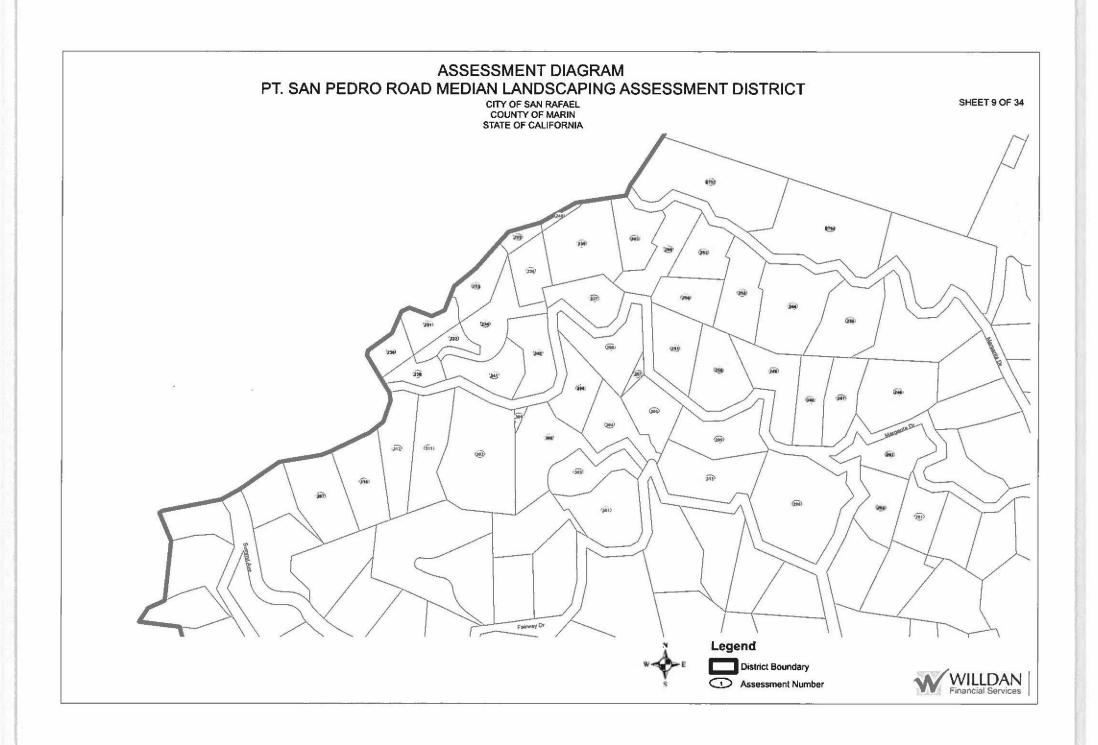


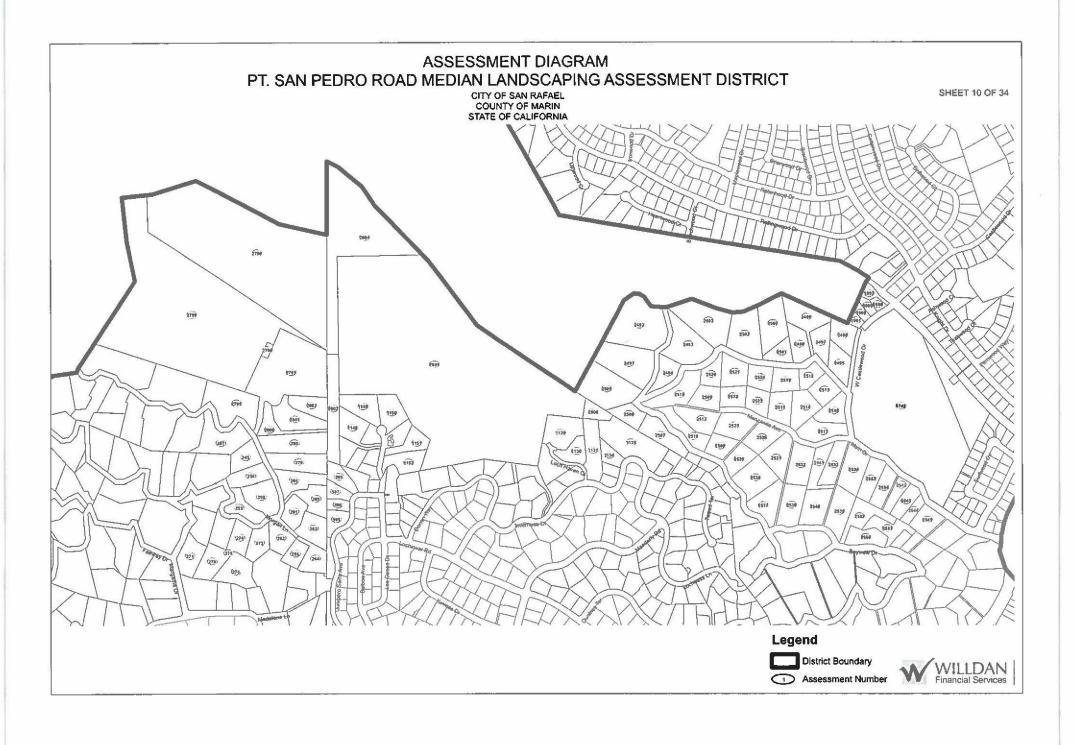


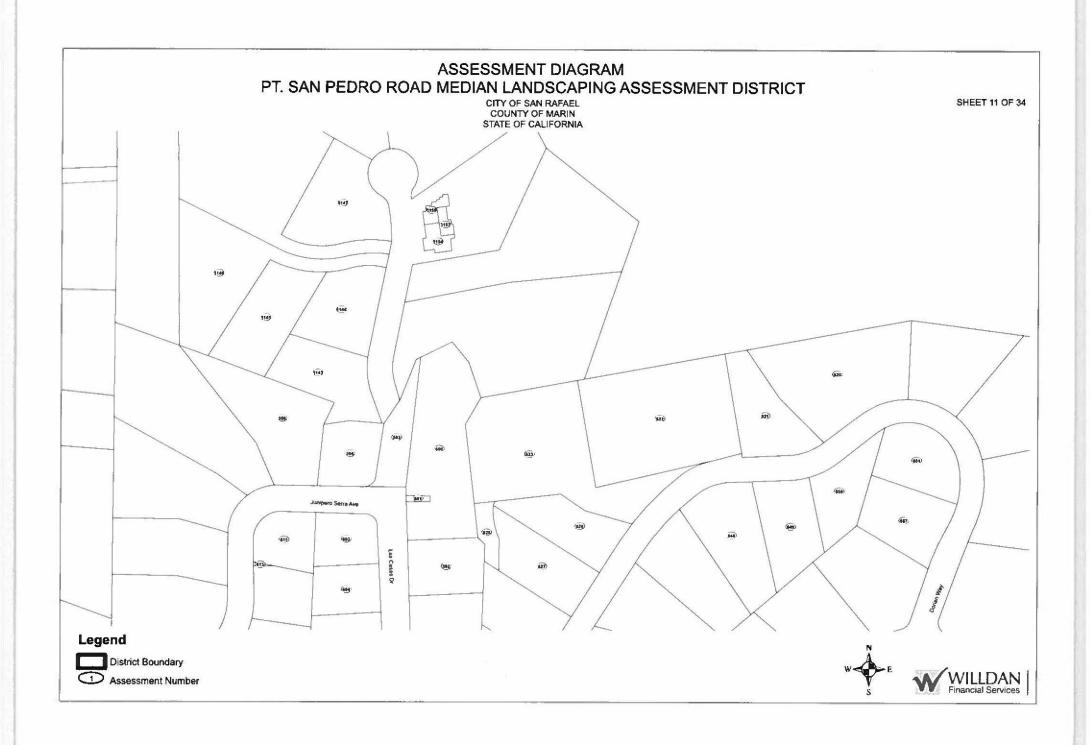


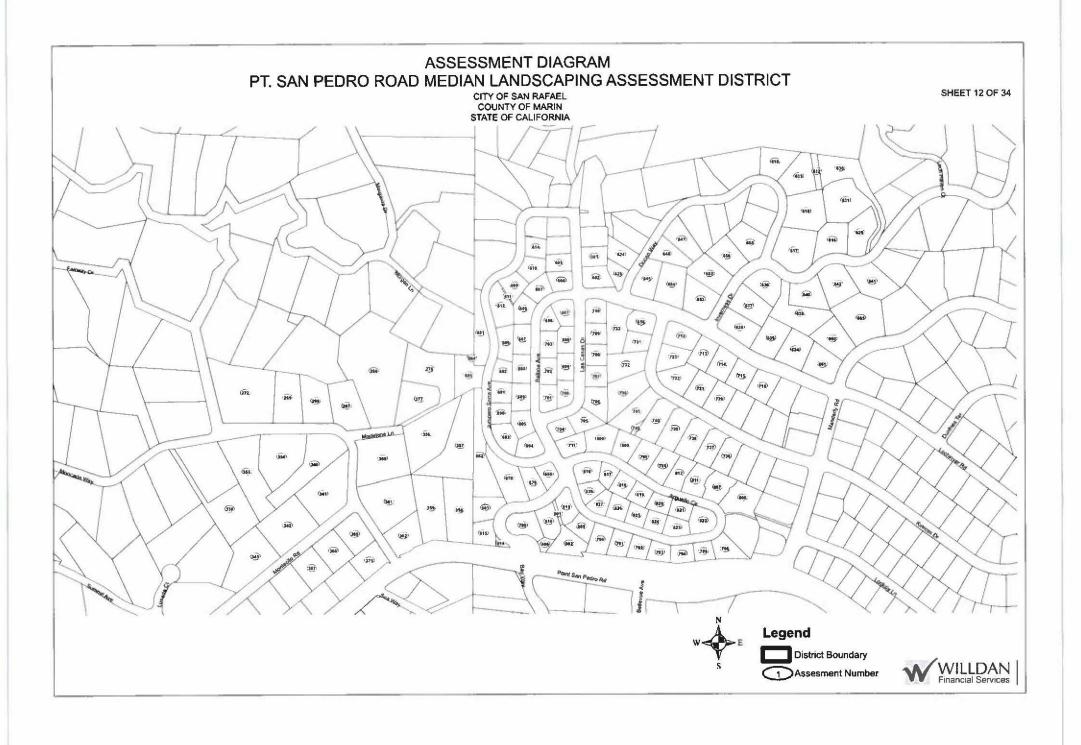


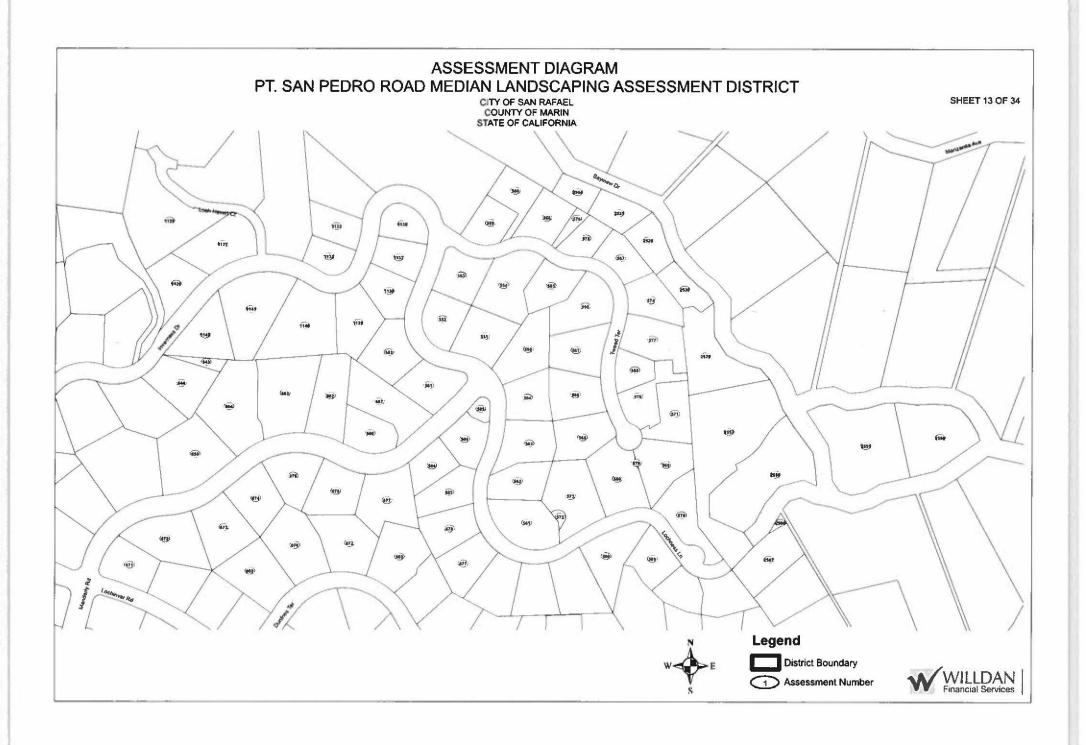


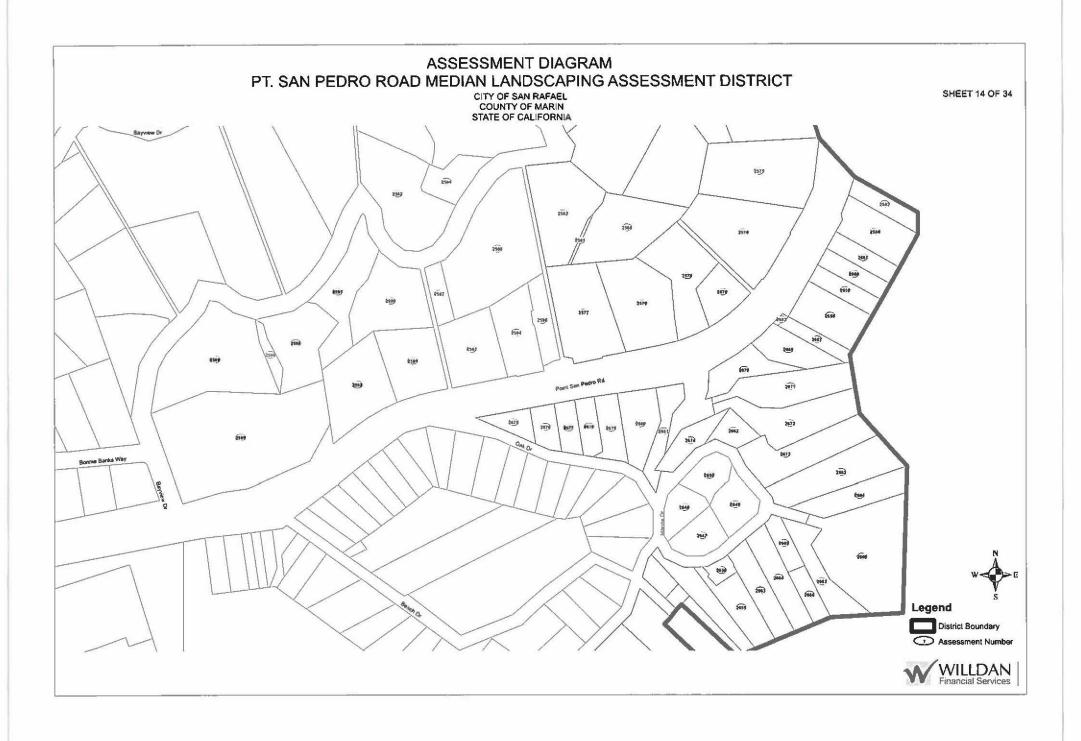


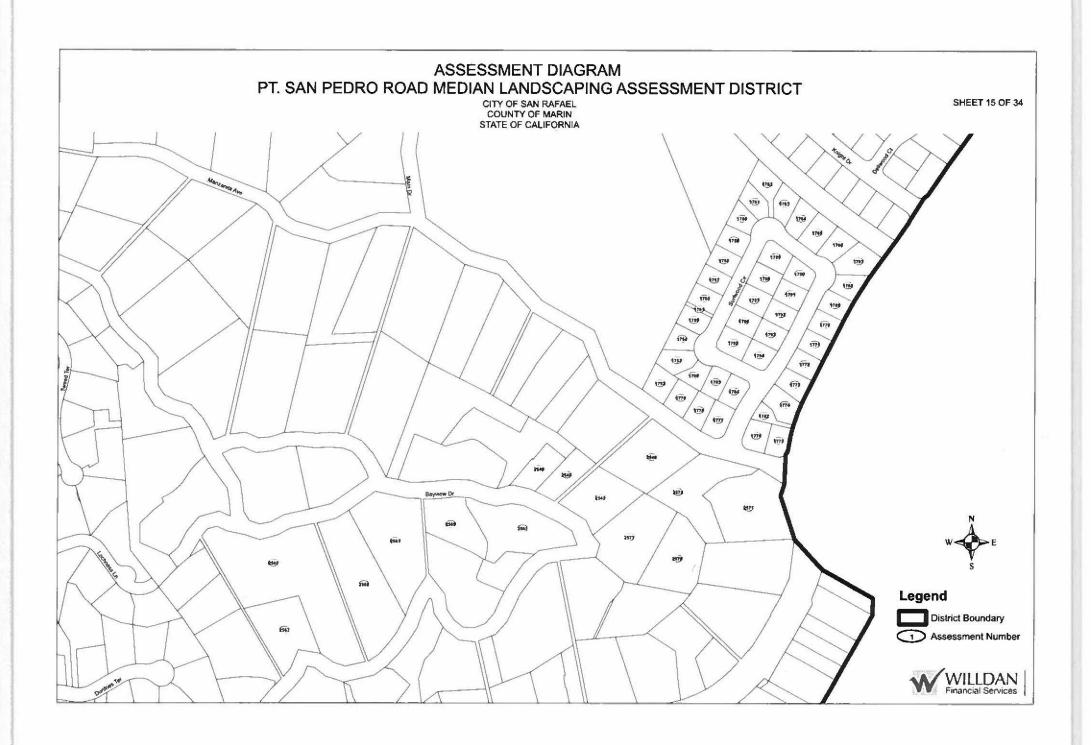


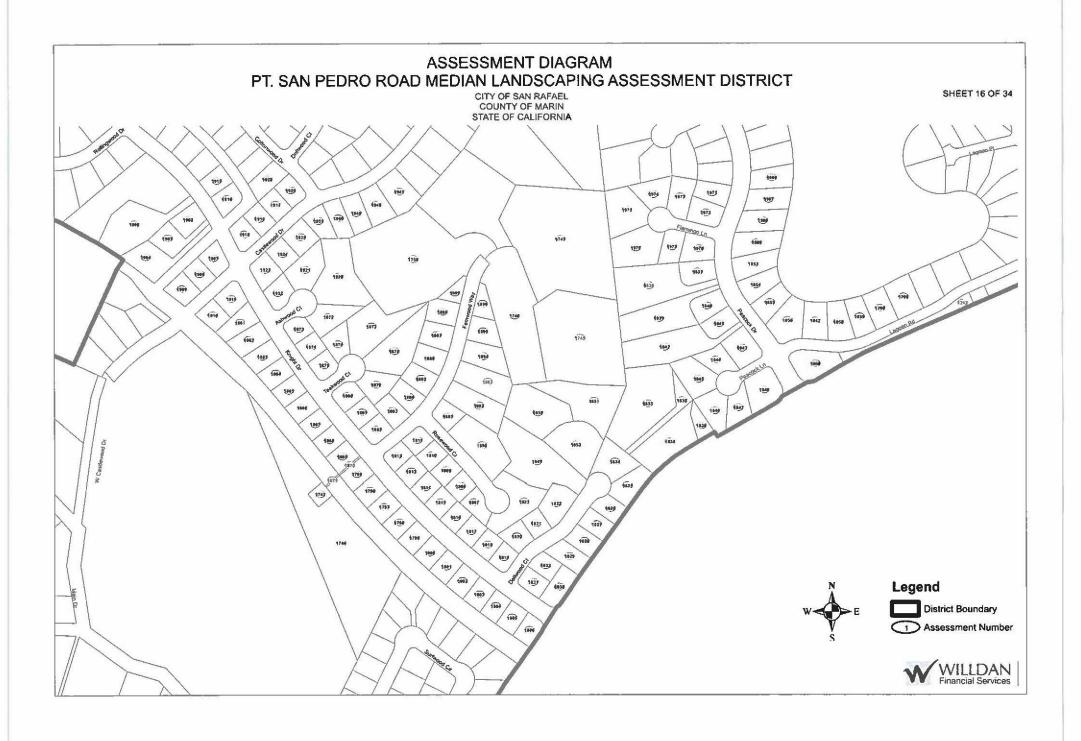


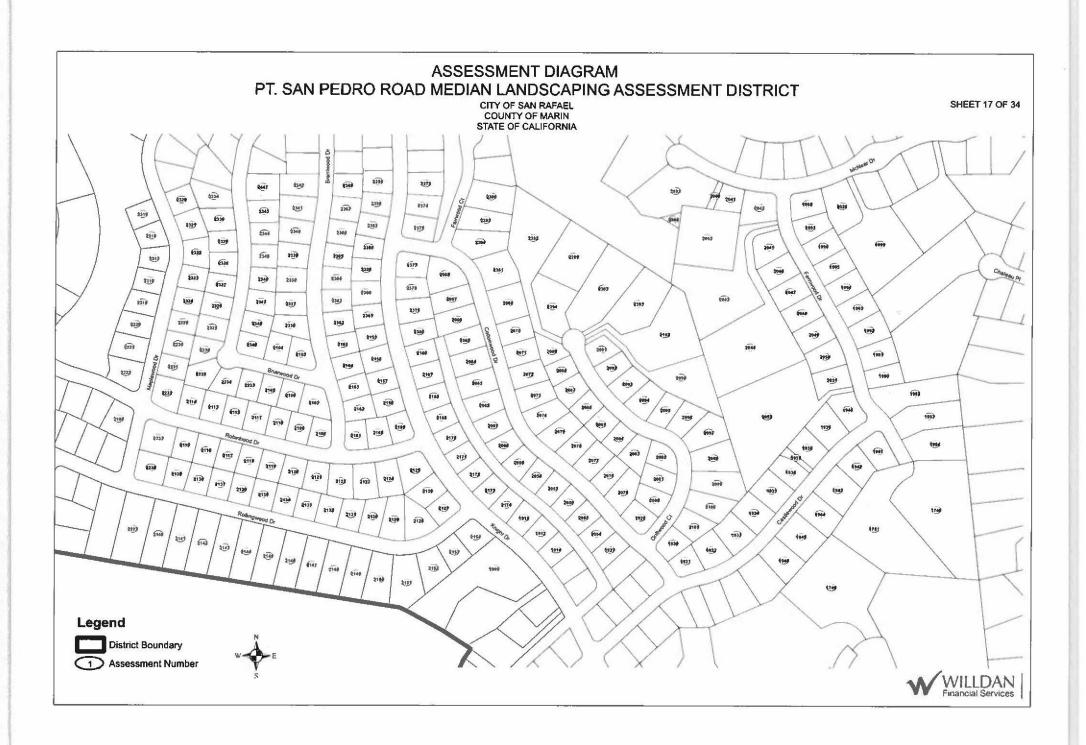


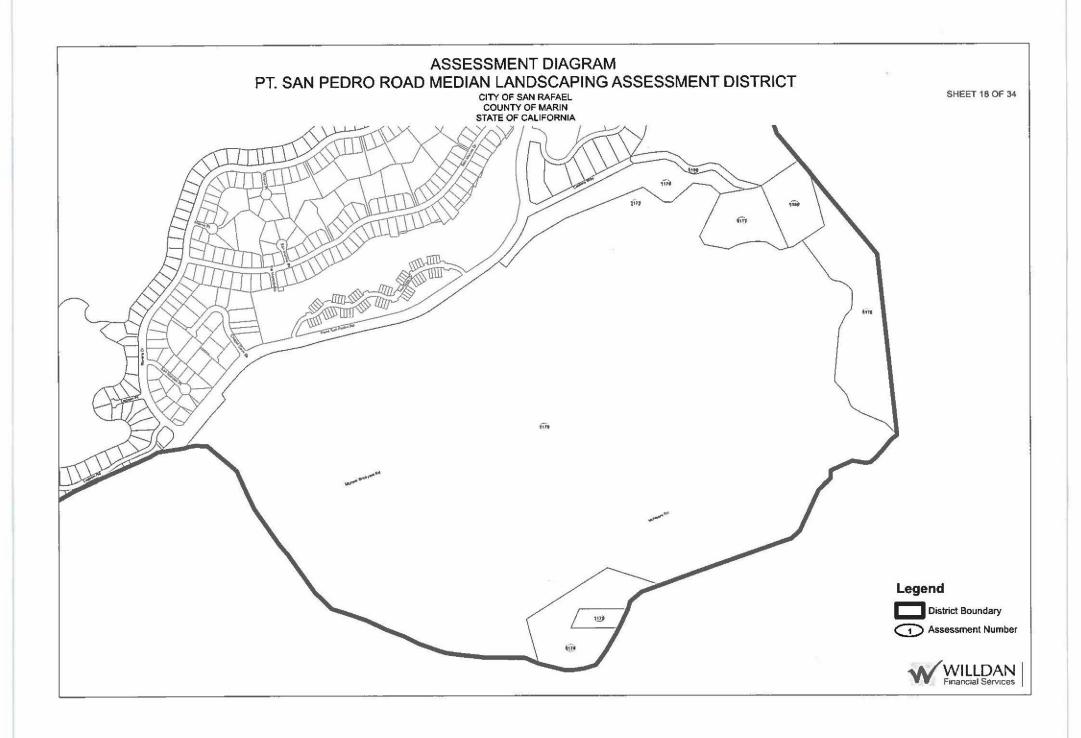


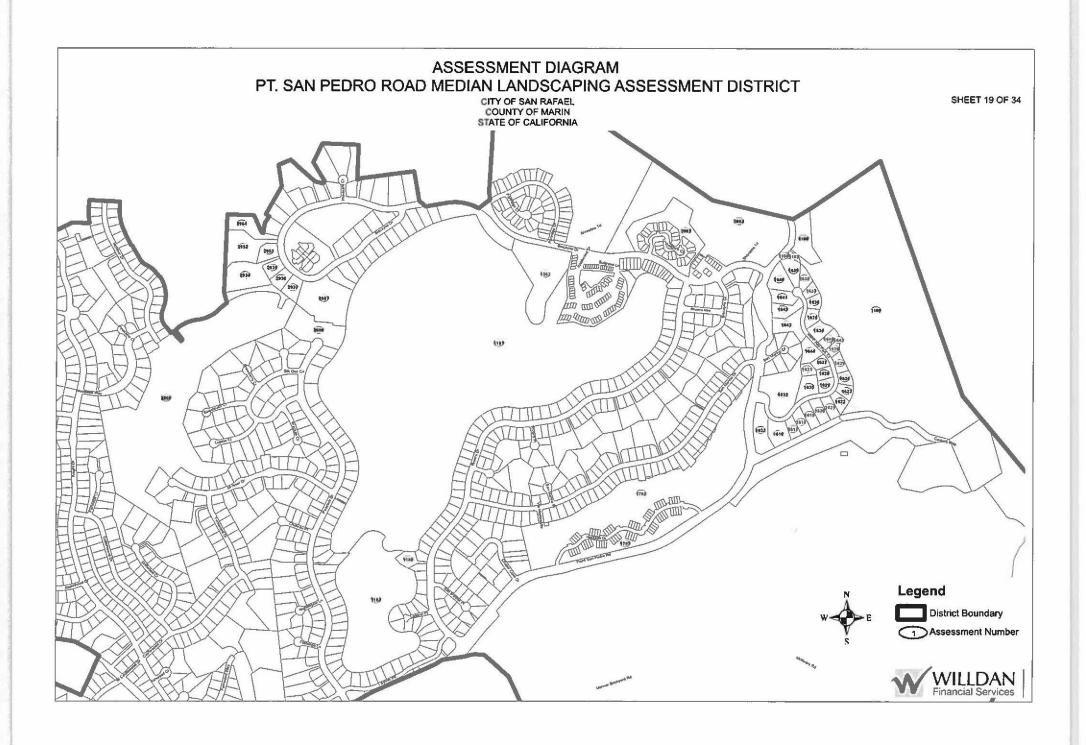


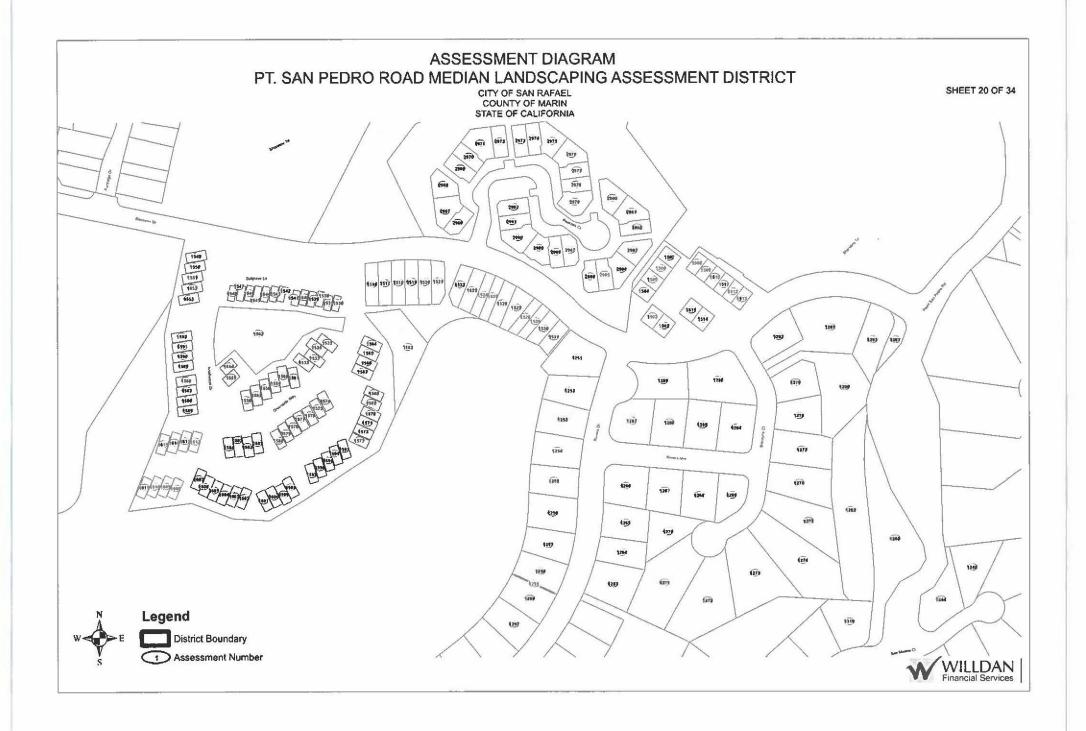


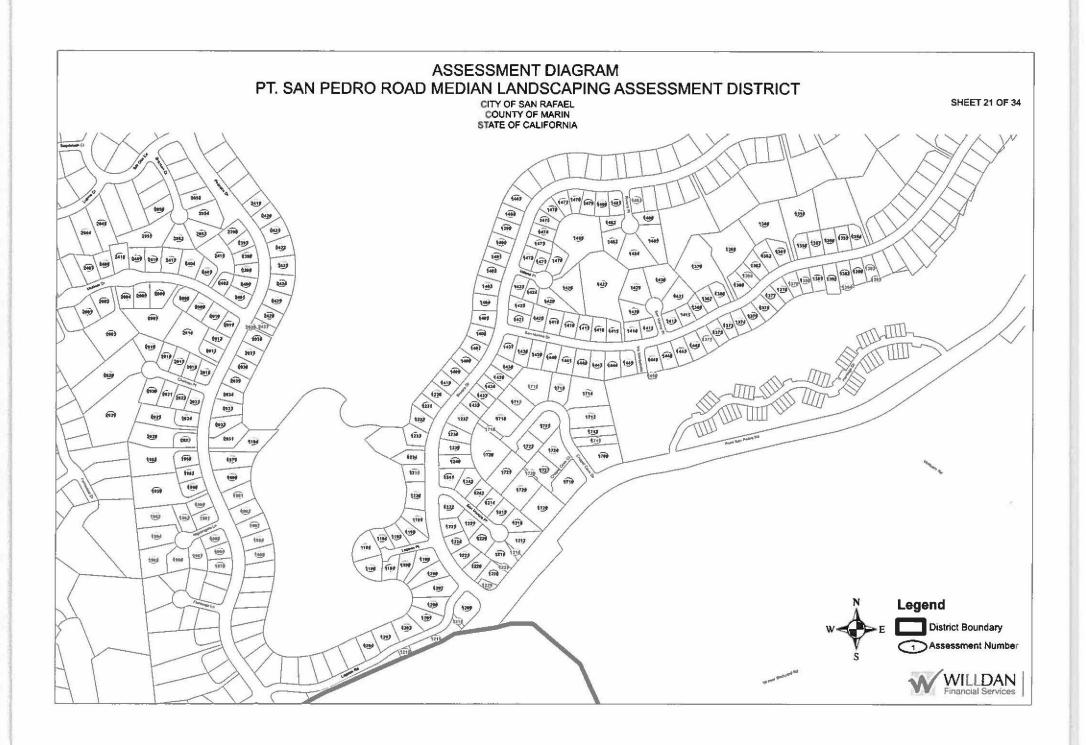


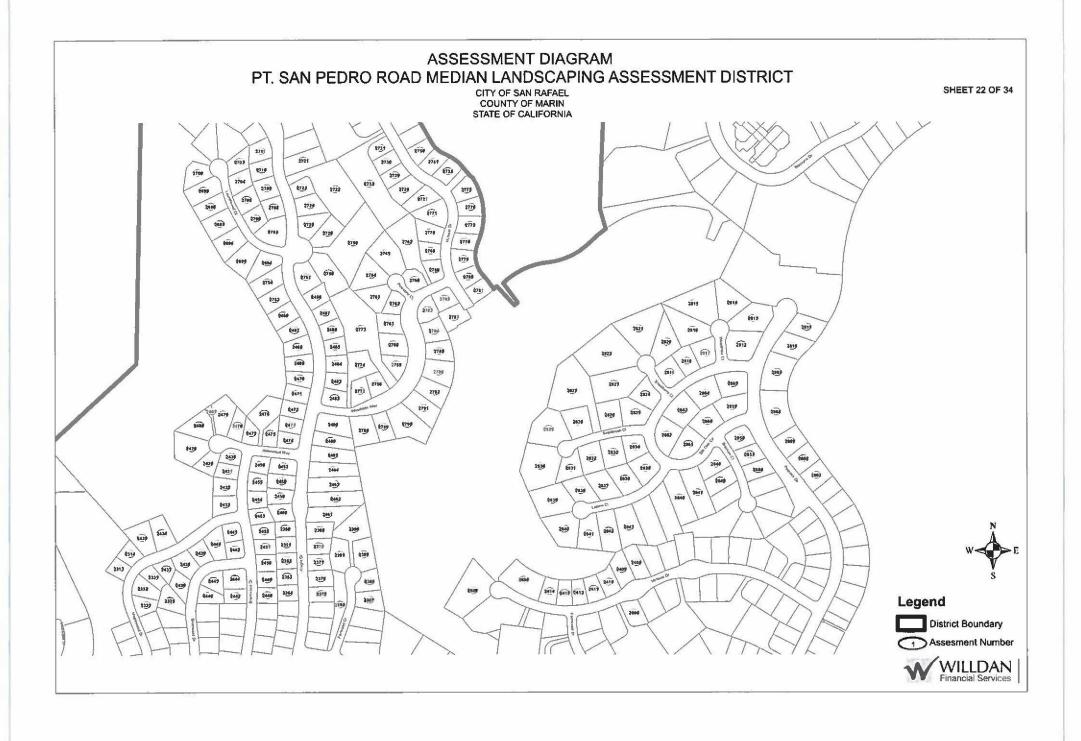


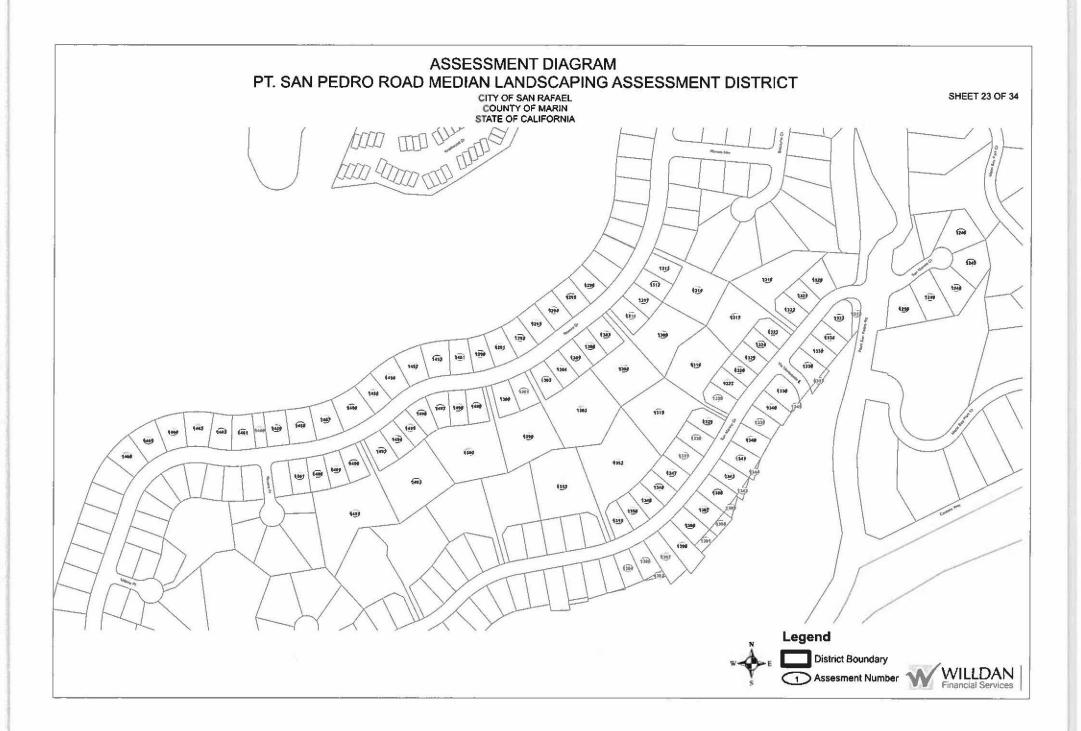


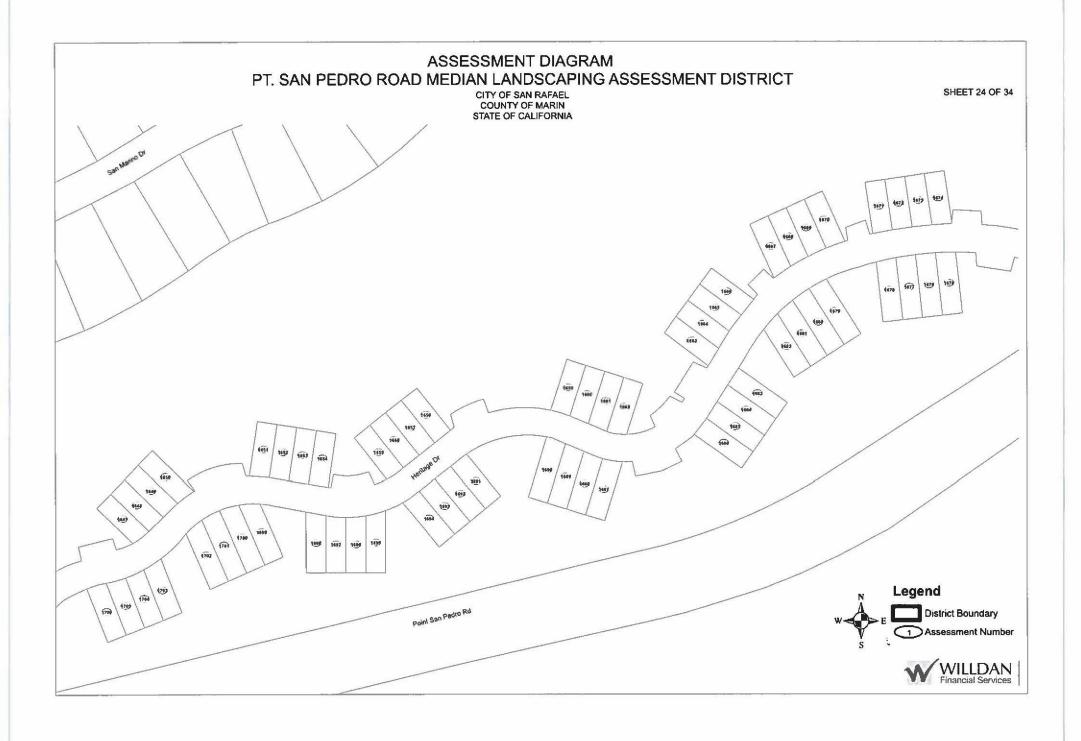


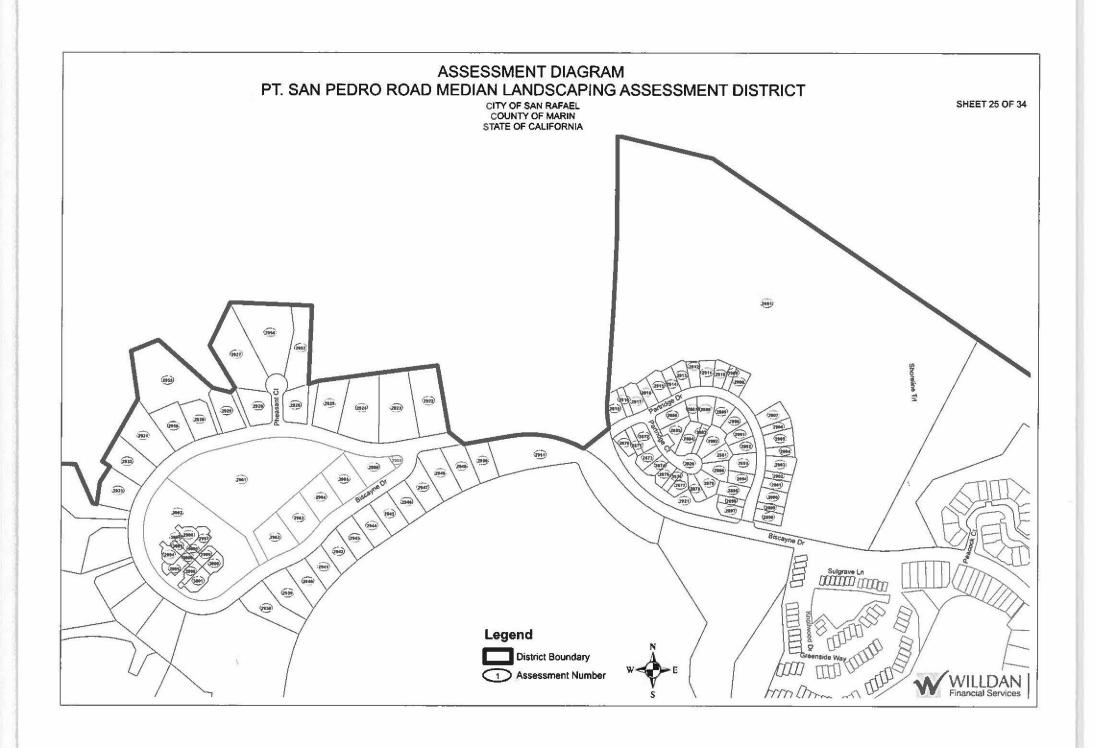


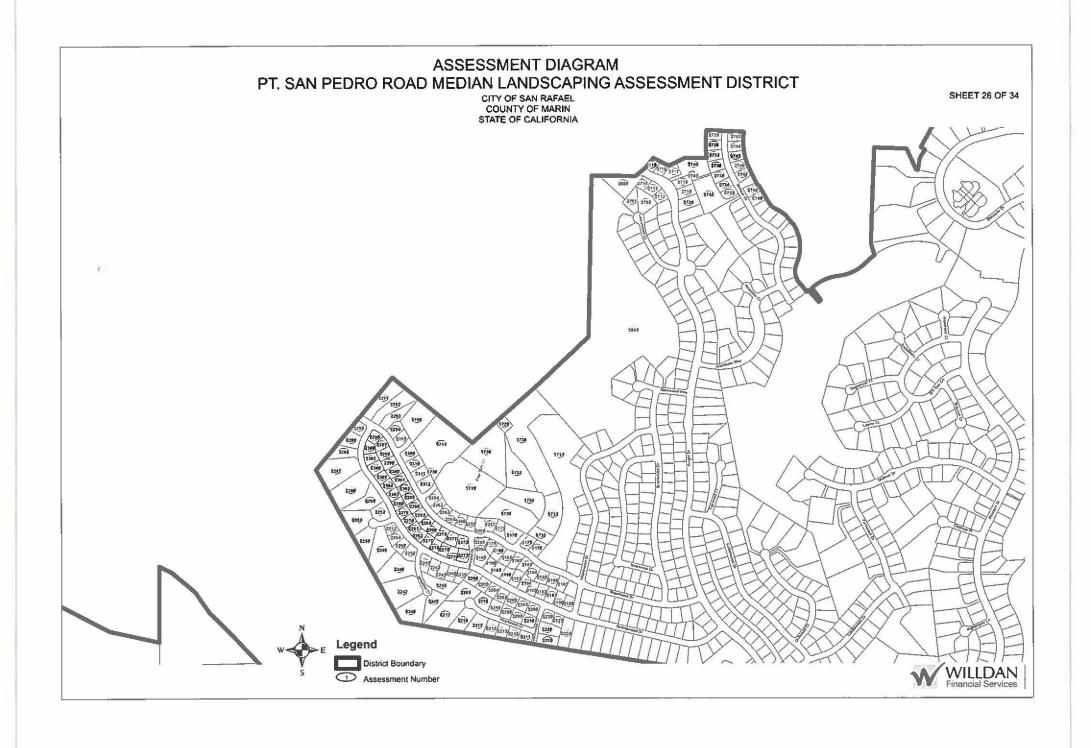


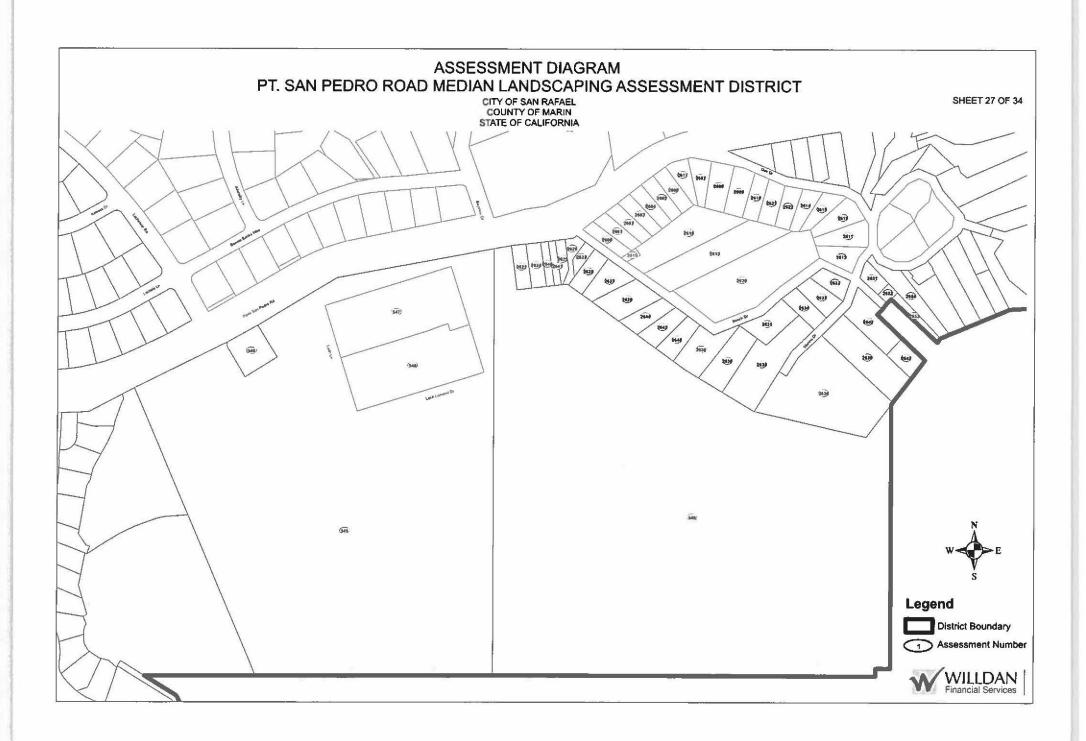












CITY OF SAN RAFAEL COUNTY OF MARIN STATE OF CALIFORNIA SHEET 28 OF 34

ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.			ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.			ASSESSMENT NO.		SHEET NO.	ASSESSMENT NO.	ASSESSOR'S PARCEL HUMBER	R NO.
1 1	008-010-04	3	71	009-051-06	6	141	009-181-18	3	211	014-172-13		281 282	816-012-59 816-012-64	10	351 352	016-031-36 016-031-37	5	421	016-041-78	4
2	008-010-05	3	72	009-051-07	6	142	009-181-19	5	213	014-172-15	2	283	916-012-65	9	353	016-031-38	5	423	016-041-90	- 4
	008-010-08	1	74	009-052-01	6	144	014-042-06	5	214	014-172-16	2	284	016-012-67	10	354	016-031-39	12	424	016-041-81	1
- 5	008-010-14	3	75	009-052-02	6	145	014-042-17	4	215	014-172-17	2	785	016-012-68	10	355	016-031-40	12	425	016-041-82	- 1
- 6	008-010-16	1	76	009-052-03	В	146	014-042-18	4	216	014-172-18	2	286	016-021-01	5	356 367	016-032-02	12	426	016-041-83	6
7	008-010-19	3	77	009-052-04	6	147	014-042-19	4	217 218	014-173-01	2	287 288	016-021-02	9	358	016-032-05	12	428	016-041-85	4
B	008-010-20 008-010-21	1 3	79	009-052-06	6	149	014-042-22	4	219	014-173-03	2	289	016-021-10	9	359	016-032-06	12	429	018-041-86	4
10	008-010-22	1	80	009-052-07	6	150	014-042-26	4	220	014-173-04	2	290	016-021-11	9	360	016-032-09	12	430	018-041-87	4
- 11	008-010-26	2	81	009-062-08	6	151	614-042-27	4	221	014-173-05	2	291	016-021-14	5	361	016-032-10	12	431	018-041-88	5
12	008-010-27	2	82	009-052-09	6	152	014-072-04	4	222	014-173-15	2	292	018-021-15	5	362 363	016-032-11	12	432	018-041-89 016-041-90	5
13	008-010-28	5	83	009-052-10	6	153	014-072-20	2	223 224	014-173-16 014-173-17	2	293	016-021-16	5	364	016-033-01	6	434	016-041-92	4
14	008-010-31	3	84	009-052-11	6 1	155	014-072-33	4	225	014-173-18	2	295	016-021-22	5	365	016-033-03	В	435	016-041-93	4
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69																				



CITY OF SAN RAFAEL COUNTY OF MARIN STATE OF CALIFORNIA

SHEET 29 OF 34

ASSESSMENT NO	ASSESSOR'S DARCEL NUMBER DIS-064-09	NO.	ASSESSMENT NO.				ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.	PARCEL HUMBER	SHEET NO.		PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.	PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.		R NO.
492	016-064-10	2	562	016-091-34 016-091-35	13	631 632	016-111-26 016-111-27	12	701	016-133-06 016-133-07	12	771	916-153-01 916-153-02	8	841	016-173-11	8	911	016-201-13	
493	D16-084-13	2	563	016-091-35	13	633	916-111-28	12	703	916-133-08	12	773	916-153-02 916-153-03	8	842 843	016-173-12	8	912	016-201-14	8
494	D16-064-14	3	564	015-081-37	13	634	016-112-01	12	704	015-134-02	12	774	016-153-04	8	844	016-173-13 016-173-14	8	913	016-201-15	8
495	016-064-15	3	565	016-091-38	13	635	016-112-02	12	705	016-134-03	12	775	016-153-05	6	845	016-173-15	8	915	016-201-17	8
496	016-064-18	3	566	015-091-39	13	636	016-112-03	12	706	016-134-04	12	778	018-153-06	8	846	016-174-01	8	916	015-201-20	8
497	016-064-17	3	567	015-091-40	13	637	016-112-04	12	707	016-134-05	12	777	016-153-07	6	847	016-174-02	В	917	016-201-21	
498	016-064-18	3	568	015-091-41	13	638	016-112-05	12	708	016-134-06	12	778	016-153-08	В	848	016-174-03	8	918	016-202-01	8
499	016-064-19	3	589	016-091-46	13	639	016-112-06	12	709	015-134-07	12	779	016-153-09	8	849	016-174-04	6	919	016-202-02	8
500	018-084-20	3	570	016-091-47	13	640	016-112-07	12	710	016-134-09	12	780	016-153-10	8	850	018-174-05	8	920	016-202-03	8
501	018-064-21	3	571	016-091-48	13	641	018-112-09	12	711	016-134-12	12	781	016-153-11	8	851	018-174-06	8	921	016-203-01	8
502	016-064-22	3	572	016-091-50	13	842	016-112-11	12	712	016-141-01	12	782	016-154-04	8	852	018-174-07	8	922	016-203-08	8
503	016-064-23	3	573	016-091-51	13	643	016-112-16	13	713	016-141-02	12	783	016-154-05	8	853	018-174-08	8	923	016-203-09	8
504 505	016-064-24 016-064-25	3	574	016-091-52	13	844	016-112-17	13	714	016-141-03	12	784	016-154-06	8	854	016-174-09	8	924	D16-203-10	8
506	D16-064-26	2	575 576	016-091-54 016-091-55	13	645 546	016-113-01	12	715 716	016-141-04	12	785 786	016-154-07		855	016-174-10	8	925	D16-203-11	8
507	016-064-27	2	577	016-091-58	13	847	016-113-03	12	712	016-141-09	12 R	787	016-154-08 018-161-01	8	856 857	016-174-11	8	926	016-203-12	
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509	016-064-29	2	579	016-091-61	13	849	015-113-05	11	719	016-141-11	8	789	016-161-07	12	859	016-174-14	8	929		8
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511	016-064-31	2	581	016-092-01	13	651	018-113-07	11	721	016-141-13	12	791	016-161-16	12	861	016-174-16	6	931	016-203-16	8
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553	018-091-15	13	623	016-111-11	11	693	015-132-13	12	763	016-152-16	8	833	016-173-03	8	903	015-191-19	8	973	016-281-02	1 3
554	018-091-16	13	824	016-111-14	12	694	016-132-14	12	784	018-152-17	8	834	018-173-04	6	904	016-191-20	a	974	016-281-03	3
555	018-091-17	13	625	016-111-15	12	695	018-132-15	12	765	015-152-16	8	835	016-173-05	8	905	016-191-21	8	975	016-281-04	3
556	018-091-18	13	626	016-111-16	11	696	016-133-01	12	766	018-152-19	8	836	018-173-08	8	908	016-191-22	8	976	016-281-05	3
557	018-091-23	13	827	016-111-18	11	697	016-133-02	12	767	016-152-20	8	837	016-173-07	8	907	016-191-24	В	977	016-281-06	3
558	016-091-25	13	628	016-111-19	11	698	016-133-03	12	768	016-152-21	8	838	018-173-08	8	908	016-201-01	8	978	016-281-07	3
559	016-091-26	13	629	016-111-24	12	699	016-133-04	12	769	016-152-22	8	839	018-173-09	8	909	016-201-02	8	979	016-281-06	3
560	016-091-27	13	630	016-111-25		700	016-133-05	12	770	016-152-23	8	840	016-173-10	8	910	016-201-03	8	980	016-281-09	



ASSESSMENT DIAGRAM PT. SAN PEDRO ROAD MEDIAN LANDSCAPING ASSESSMENT DISTRICT CITY OF SAN RAFAEL COUNTY OF MARIN

STATE OF CALIFORNIA

SHEET 30 OF 34

ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO	ASSESSOR'S PARCEL MUMBER	SHEET NO.	ASSESSMENT NO.		SHEET NO.	ASSESSMENT NO	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO		SHEET NO.	ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.
ASSESSMENT NO.	916-281-19	3	1051	016-301-03	6	1121	016-310-30	7	1191	184-041-01	21	1261	184-132-02	20	1331	184-142-33	23	1401	184-161-03	21
982	016-281-11	4	1052	016-301-04	6	1122	016-310-31	7	1192	184-041-02	21	1262	184-132-05	20	1332	164-143-01	23	1402	184-161-04	21
983	016-281-12	4	1053	016-301-05	6	1123	016-310-32	7	1193	184-041-03	21	1263	184-132-06	20	1333	184-143-02	23	1403	184-161-05	21
984	016-281-13	- 4	1054	016-301-06	6	1124	016-310-33	7	1194	184-041-04	21	1264	184-132-09	20	1334	184-143-03	23	1404	184-161-06	21
985	016-281-14	-4	1055	016-301-07	6	1125	916-310-34	7	1195	184-041-05	21	1265	184-132-10	20	1335	184-143-04	23	1405	184-161-07	21
986	D16-281-15	4	1056	016-301-08	6	1128	016-321-01	13	1196	184-041-06	21	1266	184-132-11	20	1336	184-143-05	23	1408	184-161-06	21
987	016-281-16	3	1057	016-301-09	6	1127	016-321-02	13	1197	184-041-07	21	1267	184-132-12	20	1337	184-143-06	23	1407	184-161-09	21
988	016-281-17	3	1058	076-301-10	- 6	1128	016-321-03	13	1198	184-041-08	21	1268	184-132-13	20	1338	184-144-01	23	1408	184-161-10	21
989	016-281-18	3	1059	016-301-11	6	1129	018-321-04	10	1199	184-041-09 184-041-12	21	1269 5270	184-132-14 184-132-15	20	1339 1340	184-144-03	23 23	1409	184-161-11	21
990	016-281-19	3	1060	016-301-12	- 6	1130	018-321-05	10	1200	184-041-12	21	1271	184-132-15	20	1340	184-144-05	23	1411	184-162-01	21
991	016-281-20	3	1061	016-301-13 016-301-14	6	1131	018-321-06	10	1201	184-041-14	21	1272	184-132-17	20	1342	184-144-08	23	1412	184-182-02	21
992	016-281-21	3	1062	016-301-14	- 6	1133	016-321-08	13	1203	184-041-15	21	1273	184-132-18	20	1343	184-144-07	23	1413	184-162-03	21
993 994	016-281-23	3	1064	016-301-15	8	1136	018-321-09	10	1204	184-041-16	21	1274	184-132-19	20	1344	184-144-08	23	1414	184-162-04	21
995	016-281-24	4	1065	016-301-17	6	1135	016-321-10	10	1205	184-041-17	16	1275	184-132-20	20	1345	184-144-10	23	1415	184-162-05	21
996	016-281-25	4	1066	016-301-18	6	1136	016-322-01	13	1206	164-041-18	16	1276	184-132-21	20	1346	184-144-11	23	1416	184-162-06	21
997	016-281-26	3	1067	016-301-19	6	1137	018-322-02	13	1207	184-041-20	21	1277	184-132-22	20	1347	184-151-01	23	1417	184-162-07	21
998	016-281-27	3	1068	018-301-20	В	1138	016-322-03	13	1208	164-041-21	21	1278	184-132-23	20	1348	184-151-02	23	1418	184-152-08	21
999	016-281-28	1 3	1069	018-301-22	8	1139	016-322-04	13	1209	184-042-01	21	1279	184-132-24	20	1349	184-151-03	23	1419	184-162-09	21
1000	016-281-29	3	1070	016-301-23	- 6	1140	016-322-05	13	1210	184-042-02	21	1280	184-132-25	20	1350	184-151-64	23	1420	184-162-10	21
1001	016-281-30	3	1071	016-302-01	6	1141	016-322-06	13	3211	184-042-03	21	1281	184-132-26	20	1351	184-151-05	23	1421	384-162-11	21
1002	016-281-31	3	1072	016-302-02	6	1142	916-322-07	13	1212	184-042-04	21	1282	184-132-27	20	1352	184-151-06	23	1422	184-162-12	21
1003	016-281-32	3	1073	016-302-03	6	1143	616-330-01	11	1213	184-042-05	16	1283	184-132-28	20	1353	184-151-07	23	1423	184-152-13	21
1004	016-282-01	3	1074	016-302-04	6	1144	916-330-02	11	1214	184-043-01	21	1284	184-133-01	20	1354	184-151-08	21	1424	184-162-14	21
1005	016-282-02	3	1075	018-302-05	6	1145	616-330-03	11	1215	184-043-02	21	1265	184-133-02	20	1355	184-151-09	21	1425	184-162-15	21
1006	016-282-03	3	1076	016-302-06	6	1146	D16-330-04	11	1216	184-043-03	21	1286	184-133-03	20	1356	184-151-10	21 21	1426 1427	184-162-16	21
1007	018-282-04	3	1077	016-302-07	6	1147	016-330-05	11	1217	184-043-04	21	1287	184-133-04	20	1357	184-151-11		1428	184-162-17 184-162-18	21
1008	016-282-05	3	1078	016-302-08	6	1148	016-330-06 016-330-07	10	1218	184-043-05 184-043-06	21	1288 1289	184-133-05 184-133-06	20	1359	184-151-12	21	1429	184-162-19	21
1009	018-282-06	3	1079	016-302-09	6	1149 1150	016-330-07	10	1219	184-043-07	21	1290	184-141-01	23	1360	184-151-14	21	1 1430	184-162-20	21
1010	018-282-07	3	1080	016-302-10	6			10	1221	184-043-08	21	1295	184-141-02	23	1361	184-151-15	21	1431	184-162-21	21
1011	018-282-08	3	1081	016-302-11 016-302-12	6	1151 1152	016-330-10	10	1222	184-043-09	21	1292	184-141-03	23	1362	184-151-16	21	1432	184-163-01	21
1012	015-283-01		1082	016-302-12	- 6	1153	016-330-12	11	1223	184-043-10	21	1293	184-141-04	23	1363	184-151-17	21	1433	184-163-02	21
1013	016-283-02	3	1864	016-302-13	6	1156	016-330-12	11	1224	184-043-11	21	1294	184-141-05	23	1364	184-151-18	21	1434	184-163-03	1 21
1014	016-283-03	3	1984	016-302-14	6	1155	016-330-14	- 11	1225	184-043-12	21	1295	184-141-06	23	1365	184-151-19	21	1435	184-163-04	21
1015	016-283-04 016-283-05	3	1086	016-302-13	6	1156	017-181-01	3	1226	184-043-13	21	1296	184-141-07	23	1366	184-151-22	21	1436	184-163-05	21
1017	016-283-06	3	1987	016-302-21	- 6	1157	017-181-08	3	1227	184-043-15	21	1297	184-141-08	20	1367	184-151-23	21	1437	184-163-06	21
1018	918-283-07	3	1988	016-302-22	6	1158	017-181-09	3	1228	184-043-16	21	1298	184-141-09	20	1368	184-151-24	21	1438	1 184-183-07	21
1019	016-283-08	3	1089	018-302-23	6	1159	017-181-10	3	1229	184-043-17	21	1299	184-142-01	23	1369	184-151-26	21	1439	184-163-08	21
1020	816-283-09	3	1090	016-302-24	6	1160	017-181-11	3	1230	184-051-01	21	1300	184-142-02	23	1370	184-151-27	21	1440	184-183-09	21
1021	916-283-10	3	1091	016-302-25	6	1161	017-181-12	3	1231	184-051-02	21	1301	184-142-03	23	1371	184-152-01	21	1441	184-163-19	21
1022	D16-283-11	3	1092	015-302-26	6	1162	017-181-16	3	1232	184-051-03	21	1302	184-142-04	23	1372	184-152-02	21	t442	184-163-11	21
1023	016-291-06	7	1093	016-302-27	6	1163	017-181-34	3	1233	184-051-04	21	1303	184-142-05	23	1373	184-152-03	21	1443	184-163-12	21
1024	016-291-07	7	1094	016-302-28	6	1164	017-181-35	3	1234	184-051-05	21	1304	184-142-06	23	1374	184-152-04	21	1444	184-163-13	21
1025	016-291-08	7	1095	018-302-29	6	1165	017-181-36	3	1235	184-051-08	21	1305	184-142-07	23	1375	184-152-05	21	1445	184-163-14	21
1026	016-291-09	7	1096	016-302-30	6	1166	017-181-38	3	1236	184-051-07	21	1306	184-142-08	23	1376	184-152-08	21	1446	184-164-02	23
1027	016-291-10	7	1097	016-310-01	7	1167	017-181-39	3	1237	184-052-01	21	1307	184-142-09	23_	1377	184-152-07	21	1447	184-164-03	21
1028	016-291-11	7	1098	016-310-02	7	1168	017-181-40	3	1238	184-052-02	21	1308	184-142-10	23	1378	184-152-08	21	1448	184-164-04 184-164-10	21
1029	016-291-12	7	1099	016-310-03	7	1169	017-181-41	3	1239	184-052-03	21	1309	184-142-11	23	1379	184-152-09	21	1449		21
1030	016-291-13	7_	1100	016-310-04	7	1170	017-181-12	3	1240	184-052-04	21	1310	184-142-12	23	1380	184-152-10	21	1451	184-164-11	23
1031	016-291-14	7	1101	016-310-05	7	1171	017-181-43	3	1241	184-057-05 184-052-06	21	1311	184-142-13	-23 23	1362	184-152-11 184-152-13	21	1452	184-171-02	23
1032	016-291-16	7	1102	016-310-06	7	1172	017-181-44	- 10	1242	184-052-06	21	1313	184-142-14	23	1383	184-152-15	21	1453	184-171-03	23
1033	016-291-17	7	1103	016-310-07	7	1173	184-010-09	18	1243	184-052-07	20	1313	184-142-16	23	1384	184-152-16	23	1454	184-171-04	23
1034	016-291-18	7	1104	016-310-06 016-310-09	7	1174	184-010-15 184-010-16	18	1245	184-121-02	20	1315	184-142-17	23	1385	184-152-17	23	1455	184-171-05	23
1035	016-291-19	7	1105	016-310-09	7	1175	184-010-16	18	1245	184-121-03	23	1315	184-142-18	23	1386	184-152-20	23	1456	184-171-06	23
1036	016-291-20	7	1107	016-319-11		1176	184-010-50	18	1247	184-121-04	23	1317	184-142-19	23	1387	184-152-21	23	1457	184-171-07	23
1037	016-291-21	7	1108	016-310-12	7	1178	184-010-51	18	1248	184-121-05	23	1318	184-142-20	23	1388	184-152-22	23	1458	184-171-08	23
1039	016-291-23	7	1109	016-310-13	7	1179	184-010-52	18	1249	184-121-06	23	1319	184-142-21	20	1389	184-152-23	23	1459	184-171-09	23
1039	016-291-24	7	1110	016-310-14	7	1180	184-010-53	18	1250	184-121-07	23	1320	184-142-22	23	1390	184-152-24	23	1460	184-171-10	23
1041	016-291-25	7	1111	016-310-15	7	1181	184-020-03	19	1251	184-131-01	50	1321	184-142-23	23	1391	184-152-25	23	1461	984-171-11	23
1042	016-291-29	7	1112	016-310-18	7	1182	184-020-04	20	1252	184-131-02	20	1322	184-142-24	23	1392	184-152-26	23	1462	184-171-12	23
1043	016-291-40	7	1113	016-310-19	7	1183	184-020-05	19	1253	184-131-03	20	1323	184-142-25	23	1393	184-152-29	21	1463	184-171-13	23
1044	016-291-41	7	1114	016-310-20	7	1184	184-020-06	21	1254	184-131-04	20	1324	184-142-26	23	1394	184-152-31	21	1464	184-171-14	23
1045	016-291-43	1 7	1115	018-310-24	7	1185	184-020-07	19	1255	184-131-05	20	1325	184-142-27	23	1395	184-152-33	21	1485	184-171-15	23
1046	016-291-46	7	1116	018-310-25	7	1386	184-030-01	19	1256	184-131-08	20	1326	184-142-28	23	1396	184-152-34	23	1466	184-171-18	23
1047	016-291-52	7	1117	016-310-26	7	1187	184-030-04	19	1257	184-131-07	20	1327	184-142-29	23	1397	184-152-35	23	1467	184-171-17	21
1048	016-291-54	7	1118	016-310-27	7	1188	184-030-05	19	1258	184-131-08	20	1328	184-142-30	23	1398	164-152-36	21	1468	184-171-18	21
1049	D16-301-01	6	1119	016-310-28	7	1189	184-030-16	19	1259	184-131-09	20	1329	184-142-31	23	1399	184-161-01	21	1469	184-172-01	21
1050	016-301-02	6	1120	016-310-29	7	1190	184-030-17	18	1260	184-132-01	20	1330	184-142-32	23	1400	184-181-02	21	1470	184-172-02	21



CITY OF SAN RAFAEL COUNTY OF MARIN STATE OF CALIFORNIA

SHEET 31 OF 34

ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	SHEET NO.	ASSESSMENT NO.	ASSESSOR'S	SHEET NO.	ASSESSMENT NO.	ASSESSOR'S	SMEET	***************************************	ASSESSOR'S	SHEET	***************************************	ASSESSOR'S SHEE
1471	184-172-03	21	1541	184-200-10	20	ASSESSMENT NO.	184-220-48	20	ASSESSMENT NO.	184-250-35	NO. 24	ASSESSMENT NO.	185-030-09	NO.	ASSESSMENT NO.	PARCEL NUMBER 185-052-16	NQ. 16	ASSESSMENT NO.	PARCEL NUMBER NO.
1472	184-172-04	21	1542	184-200-11	20	1612	184-220-49	20	1682	184-250-35	24	1752	185-041-01	15	1822	185-052-17	16	1691	185-073-02 18 185-073-03 18
1473	184-172-05	21	1543	184-200-12	20	1613	164-220-50	20	1683	184-250-37	24	1753	185-041-02	15	1823	185-052-18	16	1893	185-073-04 16
1474	184-172-06	21	1544	184-200-13	20	1614	184-220-51	20	1664	164-250-38	24	1754	185-041-03	15	1824	185-053-01	16	1894	185-073-05 18
1475	184-172-07	21	1545	184-206-14	20	1615	184-220-52	20	1685	184-250-39	24	1755	185-041-04	15	1825	185-053-02	18	1895	165-073-06 16
1476	184-172-08	21	1546	184-209-15	20	1616	184-230-01	19	1686	184-250-40	24	1756	165-041-05	15	1826	185-053-03	16	1896	185-073-07 16
1477	164-172-09	21	1547	184-200-16	20	3617	184-230-02	19	1687	184-250-41	24	1757	185-041-06	15	1827	185-053-04	16	1897	185-081-01 10
1478	184-172-10	21	1548	184-200-17	26	1618	184-230-03	19	1688	184-250-42	24	1758	185-041-07	15	1828	185-053-06	16	1898	185-081-02 10
1479	184-172-11	21	1549 1550	184-200-18 184-200-19	20	1619	184-230-04 184-230-05	19	1689	184-250-43	24	1759	185-041-08	15	1829	185-053-06	16	1899	185-081-03 10
1481	184-172-13	21	1551	184-200-20	20	1620	184-230-05	19	1690	184-250-44	24	1760	185-041-09	15	1830	165-053-07	16	1900	185-081-04 10
1482	184-172-14	21	1552	184-200-21	20	1622	184-230-07	19	1891	184-250-45 184-250-48	24	1761	185-041-10 185-041-11	15 15	1831	185-053-06 185-053-09	16	1901	185-081-05 10 185-082-03 16
1483	184-172-15	21	1553	184-200-22	20	1623	184-230-08	19	1693	184-250-47	24	1763	185-041-12	15	1833	185-061-03	16	1902	185-082-03 #6 1 185-082-04 16
1484	184-172-16	21	1554	184-200-23	20	1624	184-230-09	19	1694	184-250-48	24	1764	185-041-13	15	1834	185-061-04	16	1904	185-062-05 16
1485	184-172-17	21	1565	184-200-24	20	1625	184-230-10	19	1695	184-250-49	24	1765	185-041-14	15	1635	185-061-05	36	1905	185-082-06 17
1486	184-172-18	21	1556	184-200-25	20	1626	184-230-11	19	1696	184-250-50	24	1766	185-041-15	15	1636	185-061-06	16	1906	185-082-07 16
1487	184-172-19	21	1557	184-200-26	20	1627	184-230-12	19	1697	184-250-51	24	1767	185-041-16	15	1637	185-081-07	16	1907	185-083-01 16
1488	184-172-22	23	1558	184-200-27	20	1628	184-230-13	19	1698	184-250-52	24	1768	165-041-17	15	1838	185-061-08	16	1908	185-083-02 18
1489	184-172-23	23	1559	184-200-26	20	1629	184-230-14	19	1699	184-250-53	24	1769	165-041-18	15	1839	185-061-09	16	1909	185-083-03 16
1496	184-172-24	23	1560	184-200-29	20	1630	184-230-15	19	1700	184-250-54	24	1770	165-041-19	15	1640	185-081-10	16	1910	185-084-01 18
1491	184-172-25	23	1561	184-200-30	50	1631	184-230-16	19	1701	184-250-55	24	1771	185-041-20	15	1841	185-061-11	16	1911	185-084-02 16
1492	184-172-26	23	1562	184-200-31	20	1632	184-230-17	19	1702	184-250-56	24	1772	185-041-21	15	1842	185-061-12	16	1912	185-085-01 17
1493 1494	184-172-27 184-172-28	23	1563 1564	184-210-01	19	1633 1634	184-230-18	19	1703	184-250-57	24	1773	186-041-22	15	1843	185-061-13	16	1913	185-085-02 17
1495	184-172-29	23	1565	184-220-01	20	1635	184-240-02			184-250-58	24	1774	185-041-23	15	1844	185-061-14	16	1914	185-085-03 17
1496	184-172-30	23	1586	184-220-02	20	1636	184-240-04	19	1705 1706	184-250-59	24	1775	185-041-24	15	1845	185-061-15	16	1915	185-085-04 16
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1500	184-172-34	23	1570	164-220-07	20	1640	184-240-08	19	1710	164-260-02	21	1780	185-041-29	15	1650	185-061-20	16	1920	185-087-01 16
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1514	184-180-13	20	1584	184-220-21	20	1654	184-250-07	24	1723	184-260-16 184-260-17	21	1793	185-042-09	15	1863	185-071-03	16	1933	185-093-04 17
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1518	184-190-01	20	1586	184-220-23	20	1656	184-250-10	24	1726	184-280-20	21	1795	185-051-01 185-051-02	16	1865	185-071-05 185-071-06	16	1935 1938	185-093-06 17 185-093-07 1 17
1517	184-190-02	20	1587	184-220-24	20	1657	184-250-11	24	1727	184-260-21	21	1797	185-051-03	16	1867	185-071-07	16	1937	185-093-08 17
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1523	184-190-06	50	1593	184-220-30	20	1663	184-250-17	24	1733	185-010-12	26	1803	185-051-09	16	1673	185-072-02	16	1943	185-094-03 17
1524	184-190-09	20	1594	184-220-31	50	1664	184-250-18	24	1734	185-010-13	26	1804	185-051-10	16	1874	185-072-03	16	1944	185-094-04 17
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1526	184-190-13	20	1598	184-220-35	20	1668	184-250-22	24	1738	185-010-17	26	1806	185-052-03	16	1878	185-072-07	16	1948	185-094-08 16
1529 1530	184-190-14	20	1599	184-220-36	20	1869	184-250-23	24	1739	185-010-18	26	1809	185-052-04	16	1879	185-072-08	16	1949	185-094-09 16
1531	184-190-15 184-190-16	20	1600	184-220-37 184-220-38	20	1870	184-250-24	24	1740 1741	185-010-19	26	1810	185-052-05	16	1880	185-072-09	18	1950	185-094-10 16
1532	184-200-01	20	1602	184-220-38	20	1671	184-250-25 184-250-26	24	1741	185-910-20	26	1811	185-052-06	16	1881	185-072-10	16	1951	185-094-11 16
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1536	184-200-05	20	1905	184-220-43	20	1676	184-250-30	24	1745	185-030-02	16	1816	185-652-10 185-652-11	16	1885	185-072-14	16	1955 1956	185-101-01 21 185-101-02 21
1537	184-290-06	20	1607	184-220-44	20	1677	184-250-31	24	1747	185-030-05	15	1817	185-052-11	16	1680	185-072-16	16	1956	
			1000	184-220-45	20	1678	184-250-32	24	1748	185-030-06	17	1818	185-052-12	16	1888	185-072-17	16	1957	185-101-03 21 185-101-04 21
1538	184-200-07	29																	
	184-200-07 184-200-08	20	1608	184-220-45	20	1679	184-250-33	24	1749	185-030-07	12	1819	165-052-14	16	1689	185-072-18	16	1959	185-191-05 21



CITY OF SAN RAFAEL COUNTY OF MARIN STATE OF CALIFORNIA **SHEET 32 OF 34**

	ASSESSOR'S	SHEET		ASSESSOR'S	SHEET		ASSESSOR'S	SHEET	017112	ASSESSOR'S	SHEET		ASSESSOR'S SHEET	11		HEET	Ĭ.	ASSESSOR'S	SHEET
ASSESSMENT NO		NO.	ASSESSMENT NO.	PARCEL NUMBER	NO.	ASSESSMENT NO.	PARCEL NUMBER	NO.	ASSESSMENT N	D. PARCEL NUMBER	NO.		. PARCEL NUMBER NO.	ASSESSMENT NO		NO.	ASSESSMENT NO.		
1961	185-101-07	21	2031	185-112-01	21	2101	185-133-13	17	2171	185-146-06	17	2241	185-961-03 26	2311		56	2381	185-201-01	17
1962	185-101-08	21	2032	185-112-02	21 1	2102	185-133-14	17	2172	185-146-07	17	2242	185-161-04 26	2312		26	2382	185-201-02	17
1963	185-101-09	21	2033	185-112-03	21 1	2103	185-141-01	17	2173	185-146-08	17	2243	185-161-05 26	2313		22	2383	185-201-04	17
1964	185-101-10	21	2034	185-112-04	21	2104	185-141-02	17	2174	185-146-09	17	7244	185-161-06 26	2314		22	2384	185-201-06	17
1965	185-101-11	21	2035	185-112-05	21	2105	185-142-01	17	2175	185-151-01	26	2245	185-161-07 26	2315	185-192-01	17	2385	185-201-07	17
1986	185-101-12	21	2036	185-112-06	21	2106	185-142-02	17	2176	185-151-02	26	2246	185-161-08 26	2316	185-192-02	17	2386	185-201-08	17
1967	185-101-13	21	2037	185-112-07	21	2107	185-142-03	17	2177	185-152-01	26	2247	185-161-09 26	2317	t85-192-03	17	2387	185-201-09	22
1968	185-101-14	21	2938	185-112-08	21	2108	185-142-04	17	2178	185-152-04	26	2248	185-161-10 26	2318	185-192-04	17	2388	185-201-10	22
1969	185-101-15	21	2039	185-112-09	21	2109	185-142-05	17	2179	185-153-01	26	2249	185-161-11 26	2319	185-192-05	17	2389	185-201-11	22
1970	185-101-16	21	2940	185-121-01	17	2110	185-142-06	17	2180	165-153-02	26	2250	185-161-12 26	2320	185-193-01	17	2390	185-201-12	22
1971	185-101-17	16	2041	185-121-02	17	2111	185-142-07	17	2181	185-153-03	26	2251	185-181-13 26	2321	185-193-02	17	2391	185-201-13	22
1972	185-101-18	16	2042	185-121-03	17	2112	185-142-08	17	2182	185-153-04	26	2252	185-161-14 26	2322	185-193-03	17	2392	185-201-14	22
1973	185-101-19	16	2043	185-121-04	17	2113	185-142-09	17	2183	165-153-05	26	2253	185-161-15 26	2323	185-193-04	17	2393	185-201-15	17
1974	185-101-20	16	2044	185-121-05	17	2114	185-142-10	17	2184	185-153-06	26	2254	185-161-16 26	2324	185-193-05	17	2394	185-201-16	17
1975	185-101-21	16	2045	185-121-06	17	2115	185-143-01	17	2185	185-153-07	26	2255	185-161-17 26	2325	185-193-06	17	2385	185-201-17	17
1976	185-101-22	16	2046	185-121-07	17	2116	185-143-02	17	2186	185-153-08	26	2256	185-161-18 28	2326	185-193-07	17	2396	185-221-01	21
1977	165-101-23	16	2647	185-121-08	17	2117	185-143-03	17	2187	185-153-09	26	2257	185-162-01 28	2327	185-193-08	17	2397	185-221-02	21
1978	185-101-24	16	2048	185-121-09	17	2118	185-143-04	17	2188	185-153-10	17	2258	185-162-02 28	2328	185-193-09	17	2396	185-221-03	21
1979	165-102-01	21	2049	185-121-10	17	2119	185-143-05	17	2189	185-153-11	26	2259	185-162-03 26	2329	185-193-10	17.	2399	185-221-04	21
1980	185-102-02	21	2050	185-121-11	17	2120	185-143-06	17	2190	185-153-12	26	2260	185-182-04 28	2330	185-193-11	17	2400	185-221-05	21
1981	185-102-03	21	2051	185-121-12	17	2121	185-143-07	1.7	2191	185-153-13	26	2261	185-162-05 26	2331	165-193-14	22	2401	185-221-06	21
1982	185-102-04	21	2052	185-121-13	17	2122	185-143-88	17	2192	185-153-14	26	2262	185-162-06 26	2332	185-193-15	22	2402	185-221-07	21
1983	185-102-05	21	2053	185-121-14	17	2123	165-143-09	17	2193	185-153-15	26	2263	185-162-07 26	2333	165-193-16	22	2403	185-221-09	21
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1965	185-102-07	21	2055	185-131-02	17	2125	185-143-11	17	2195	185-153-17	26	2265	185-163-01 26	2335		22	2405	185-221-13	21
1986	185-102-08	16	2056	165-131-03	1.7	2126	185-143-12	17	2196	185-153-18	26	2268	185-163-02 26	2338		17	2406	185-221-15	21
1967	185-102-09	16	2057	185-131-04	1 17	2127	185-143-13	17	2197	185-153-19	26	2267	185-163-03 26	2337		17	2407	185-221-16	21
1968	185-102-10	18	2058	185-131-05	17	2128	185-143-14	17	2198	185-153-20	26	2268	185-163-04 26	2338		17	2408	185-221-17	22
1989	185-102-11	16	2059	185-131-96	17	2129	185-143-15	17	2199	185-153-21	26	Z269	185-163-05 28	2339		17	2409	185-221-18	22
1990	185-111-01	17	2060	185-131-07	17	2130	185-143-16	17	2200	185-154-01	26	2270	185-163-06 26	2340		17	2410	165-221-19	22
1991	185-111-02	17	2061	185-131-96	17	2131	185-143-17	17	2201	185-154-02	28	2271	185-163-07 26	2341	185-194-06	17	2411	185-221-20	22
1992	185-111-03	17	2062	185-131-09	97	2132	185-143-18	17	2202	185-154-03	26	2272	185-163-08 26	2342	185-194-07	17	2412	185-221-21	22
1993	185-111-04	17	2063	185-131-10	17	2133	185-143-19	17	2203	185-154-04	26	2273	185-163-09 26	2343	185-194-08	17	2413	185-221-22	22
1994	185-111-05	17	2064	185-131-11	17	2134	185-143-20	17	2204	185-154-05	26	2274	185-163-10 26	2344		17	2414	185-221-23	55
1995	185-111-06	17_	2065	185-131-12	17	2135	185-143-21	17	2205	185-154-06	26	2275	185-163-11 26	2345	185-194-10	17	2415	185-221-25	21
1996	185-111-07	17	2066	185-131-13	17	2136	185-143-22	17	2296	185-154-07	26	2276	185-163-12 26	2346	185-194-11	17	2415	185-221-28	21
1997	165-111-08	17	2067	185-131-14	17	2137	185-143-23	17	2297	185-154-08	26	2277	185-163-13 26	2347	185-194-12	17	2417	185-221-30	21
1998	185-111-09	17	2068	185-131-15	17	2138	185-143-24	17	2296	165-154-11	26	2278	185-163-16 26	2348	185-194-13	17	2418	185-221-31	21
1999	185-111-12	17	2069	185-132-01	17	2139	185-143-25	17	2209	185-154-12	26	2279	185-163-17 26	2349	185-194-14	17	2419	185-222-01	21
2000	185-111-13	22	2070	185-132-02	17	2140	185-144-01	17	2210	185-154-13	26	2280	185-183-18 26	2350	185-195-01	22	2420	185-222-02	21
2001	185-131-14	21	2071	185-132-03	17	2141	185-144-02	17	2211	185-154-14	26	2281	185-163-19 26	2351	185-195-02	22	2421	185-222-03	21
2002	165-111-15	21	2072	185-132-04	17	2142	185-144-03	17	2212	185-154-15	26	2282	185-163-29 26	2352	185-195-03	22	2422	185-222-04	21
2003	185-111-16	21	2073	185-132-05	17	2943	185-144-04	17	2213	185-154-16	26	2283	185-164-01 26	2353	185-195-04	22	2423	185-222-05	21
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2006	185-111-19	21	2076	185-132-08	17	2146	185-144-07	17	2216	185-154-19	26	2286	185-171-02 26	2356		17	2426	185-222-08	21
2007	165-111-20	21_	2077	185-132-09	17	2147	185-144-08	17	2217	185-154-20	26	2287	185-171-03 26	2357	165-195-08	17	2427	185-222-09	21
2008	185-111-21	21	2078	185-132-10	17	2148	165-144-09	17	2218	185-154-21	26	2288	185-171-04 26	2358	185-195-09	17	2428	185-251-01	22
2009	185-111-22	21	2079	185-132-11	17	2149	185-144-10	17	2219	185-154-23	26	2269	185-171-05 26	2359	185-195-10	37	2429	185-251-02	22
2010	185-111-23	21	2080	185-132-12	17	2150	185-144-11	17	2220	185-155-01	17	2290	185-171-06 28	2360	185-195-11	17	2430	185-251-03	22
2011	185-911-24	21	2081	185-132-13	17	2151	185-144-12	17	2221	185-155-02	17	2291	185-172-01 26	2361	185-195-12	17	2431	185-251-04	22
2012	185-111-25	21	2082	185-132-14	17	2152	185-144-13	17	2222	185-155-03	17	2292	185-172-02 26	2362	185-195-13	17	2432	185-251-05	22
2013	185-111-26	21_	2083	185-132-15	17	2153	185-144-14	17	2223	185-156-01	17	2293	185-172-03 26	2363	185-195-14	17	2433	185-251-06	22
2014	185-111-27	21	2084	185-132-16	17	2154	185-144-15	17	2224	185-156-02	26	2294	185-172-64 26	2364	185-195-15	17	2434	185-252-01	22
2015	185-111-28	21	2085	185-132-17	17	2155	185-145-01	17	2225	185-156-03	26	2295	185-172-95 26	2365	185-195-16	17	2435	185-252-02	22
2016	185-111-29	21	2086	185-132-18	17	2156	185-145-02	17	2226	185-156-04	26	2296	185-173-01 26	2366	185-195-17	17	2436	185-253-01	22
2017	185-111-30	21	2087	185-132-19	17	2157	185-145-03	17	2227	185-156-05	26	2297	165-173-02 26	2367	185-195-18	17	2437	185-253-02	22
2016	185-111-31	21	2088	185-132-20	17	2158	185-145-04	17	2228	185-156-06	26	2298	185-173-03 26	2368	185-195-19	17	2438	185-253-03	22
2019	185-111-32	21	2089	185-132-21	17	2159	185-145-05	17	2229	185-157-01	17	2299	185-173-04 26	2369	185-196-01	22	2439	185-253-04	22
2020	185-111-33	21	2090	185-133-02	1.7	2160	185-145-06	17	2230	185-157-02	17	2300	185-173-05 26	2370	185-196-02	22	2440	185-253-05	22
2021	185-111-36	21	2091	185-133-03	17	2161	185-145-07	17	2231	185-157-03	17	2301	185-173-06 26	2371	185-196-03	22	2441	165-253-06	22
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2023	185-111-38	21	2093	185-133-05	17	2163	185-145-09	17	2233	185-157-06	17	2303	185-173-08 26	2373	185-196-07	17	2443	185-254-01	22
2024	185-111-39	21	2094	185-133-06	17	2164	185-145-10	17	2234	185-157-06	17	2304	185-173-09 26	2374	185-196-08	17	2444	185-254-02	22
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CITY OF SAN RAFAEL COUNTY OF MARIN STATE OF CALIFORNIA

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	ASSESSORS	SHEET		ASSESSOR'S	SHEET			SMEET		ASSESSOR'S	SHEET	1	ASSESSORS	SHEET		ASSESSOR'S	SHEET	11	ASSESSOR'S	SHEE
ASSESSMENT NO.	PARCEL NUMBER	NO.	ASSESSMENT NO.	PARCEL NUMBER	NO.		PARCEL NUMBER	NO.	ASSESSMENT NO.				PARCEL NUMBER			PARCEL NUMBER	NO.	ASSESSMENT NO		R NO.
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CITY OF SAN RAFAEL COUNTY OF MARIN STATE OF CALIFORNIA

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2941	186-551-27	25
2942	186-551-28	25
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Agenda Item No: 4.I

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Grey Melgard, City Manager Approval:

Associate Civil Engineer

April Miller, Public Works Director

TOPIC: FY 2024-25 ROAD MAINTENANCE AND REHABILITATION ACCOUNT PROJECTS.

FUNDED BY SENATE BILL 1

SUBJECT: RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25

FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF

2017

RECOMMENDATION:

Adopt a resolution approving a list of projects for Fiscal Year 2024-25 funded by Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017.

BACKGROUND:

On April 28, 2017, Governor Jerry Brown signed SB 1, the Road Repair and Accountability Act, to address the need for additional funding for transportation and infrastructure in California. SB 1 increased per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees and provided for inflationary adjustments to the tax rates in future years.

SB 1 requires cities and counties to submit a list of projects proposed to be funded by the Road Maintenance and Rehabilitation Account (RMRA) to the California Transportation Commission (CTC) before receiving RMRA funds. Funding for the proposed projects will be appropriated with the City's FY 2024-25 budget adoption. The approval of this City Council resolution is required to meet the deadline to submit the list of eligible projects for Fiscal Year 2024-25 to CTC by July 1, 2024.

Cities and counties must also submit an annual project completion report to the CTC to receive RMRA funds. The report must include the following information for all projects for which RMRA funds were expended: description, location, funds expended, completion date, and estimated useful life.

Since 2018, the City of San Rafael has received about \$1 million of RMRA funds annually. This revenue is factored into the City's capital project planning and allocated towards eligible projects in the Capital Improvement Program (CIP). Based on state guidelines, RMRA local streets and roads funds may be allocated for projects related to road maintenance and rehabilitation; safety projects; traffic control devices and "Complete Street" components, which include pedestrian and bicycle safety projects; transit

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Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

facilities; and drainage and stormwater capture projects in conjunction with any allowable projects. RMRA funds may also satisfy a match requirement for projects eligible for state or federal funds.

ANALYSIS:

The City has used RMRA funds for several road projects in the past several years including, Lincoln Ave Curb Ramps, Smith Ranch Road Resurfacing, Merrydale Promenade, and Francisco Blvd East Resurfacing. More recently, the City spent approximately \$1.5 million of RMRA funds on the Third Street Rehabilitation project in FY 2022-23. The remaining funds from prior years are rolled over to the following fiscal year and reallocated to eligible projects as defined by the state guidelines.

Staff anticipates the City will receive approximately \$1.59 million in new RMRA funding in FY 2024-25. These funds are being proposed to be utilized for the following projects:

- Vision Zero Action Plan
- Citywide Bicycle and Pedestrian Plan (CBPP)
- Lincoln Avenue Safety Improvement Project
- Canal Active Transportation Experience Improvements Project

See Attachment 1 for descriptions and details for the proposed FY 2024-25 RMRA projects list.

FISCAL IMPACT:

RMRA revenues will be deposited into the Gas Tax Fund (Fund 206), and projects will be expended from Fund 206. Expenditure details for all RMRA projects will be submitted to the state on an annual basis per the Road Repair and Accountability Act guidelines.

Furthermore, a Maintenance of Effort (MOE) requirement is associated with receiving RMRA funding. Under Streets and Highways Code Section 2036, a city or county must annually expend from its general fund for street, road, and highway purposes an amount not less than the annual average of its expenditures from its general fund during fiscal years 2009–10, 2010–11, and 2011–12. If a city or county fails to meet the MOE in a fiscal year, they can make it up in the following fiscal year.

The following are the City's general fund expenditures in street and road repair for the three fiscal years and the 3-year average used to determine MOE requirement:

	FY 2009-10	FY 2010-11	FY 2011-12	AVERAGE
Annual Street and	\$3,286,015	\$2,131,621	\$3,516,476	\$2,978,037
Road Expenditures				

These expenditures are based on the numbers reported to the State Controller's Office in the annual streets and roads report. The City has satisfied the MOE requirement for RMRA funds, as street and road expenditures are currently higher than the average for FY 2009-10 to FY 2011-12. The FY 2024-25 general fund budget for the Streets Maintenance Division (personnel and non-personnel) is \$3,244,142.

OPTIONS:

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

- 1. Adopt the resolution approving a list of projects for FY 2024-25 funded by SB 1.
- 2. Do not adopt the resolution and direct staff to revise the list of RMRA-funded projects.
- 3. Do not adopt the resolution and provide direction to staff.

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

RECOMMENDED ACTION:

Adopt a resolution approving a list of projects for Fiscal Year 2024-25 funded by Senate Bill 1, the Road Repair and Accountability Act of 2017.

ATTACHMENTS:

- 1. Resolution adopting a list of projects for FY 2024-25 funded by SB 1
- 2. Estimated RMRA funding for San Rafael (California City Finance)

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of San Rafael are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,592,874 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used the Project Rating System from its Capital Improvement Program to develop the SB 1 project list to ensure revenues are being used on priority projects for transportation investment; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND that the City Council of the City of San Rafael, State of California, does hereby resolve as follows:

- 1. The foregoing recitals are true and correct.
- 2. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution approving a list of possible transportation projects does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and if a "project," is exempt under the "common sense" exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.
- 3. The City Council hereby adopts the following list of projects to be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Vision Zero Action Plan

 <u>Project Description</u>: The 2024 Marin Countywide Local Road Safety Plan (LRSP) was developed as a collaboration between the Transportation Authority of Marin, the County of Marin, and Marin County's 11 incorporated cities and towns. The LRSP includes a Vision Zero Statement and Vision Zero Goals to strive to achieve zero deaths or severe injuries on Marin roadways by 2050. Staff propose to develop a Vision Zero Action Plan with input from various stakeholders to develop a common understanding of the strategies leading to a mutual commitment to the Vision Zero Goals.

- Project Location: Citywide
- Estimated Project Schedule: Start (January 2025) Adoption (June 2026)
- Estimated Project Useful Life: 5-10 years

Citywide Bicycle and Pedestrian Plan

- <u>Project Description</u>: The heart of bicycle and pedestrian projects is a strong and robust citywide plan that provides a framework for future facilities. To this end, the City desires to update its 2018 citywide plan to account for changing conditions, community needs, and further evaluate the feasibility and costs of proposed improvements.
- Project Location: Citywide
- Estimated Project Schedule: Start (July 2024) Final Plan (June 2027)
- Estimated Project Useful Life: 5-10 years

Lincoln Avenue Safety Improvement Project

- <u>Project Description</u>: The project includes intersection safety improvements at the intersections of Lincoln Avenue and Brookdale Avenue and Lincoln Avenue and Wilson Court. Improvements include curb extensions, accessible curb ramps, high visibility crosswalk striping, and rapid rectangular flashing beacons.
- <u>Project Location</u>: Intersections of Lincoln Avenue and Brookdale Avenue and Lincoln Avenue and Wilson Court.
- <u>Estimated Project Schedule</u>: Start (July 2024) Construction (March 2026)
- <u>Estimated Project Useful Life</u>: 20 years

Canal Active Transportation Experience Improvements

- <u>Project Description</u>: This project is aimed at improving the bicycle and pedestrian experience in the Canal neighborhood in East San Rafael. Improvements include street lighting, curb ramp upgrades, sidewalk gap closures, pedestrians crossing improvements, bus stop improvements, secure bicycle parking, and bicycle boulevard treatments.
- Project Location: Canal neighborhood, East San Rafael
- <u>Estimated Project Schedule</u>: Start (July 2024) Construction (March 2028)
- <u>Estimated Project Useful Life</u>: 20 years
- **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 the City of San Rafael, held on Monday, the 17th day of June 2024, by the following vote, to wit:

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

Lindsay Lara, City Clerk

Local Streets and Roads - Projected FY2024-25 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2024	Highway Users			& Highways C	Code	TOTAL	Road Mntnc	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾	HUTA	Rehab Acct	IOIAL
MADERA COUNTY	•	•		•	•		•	
CHOWCHILLA	182,019	121,788	49,205	166,088	4,000	523,101	499,706	1,022,807
MADERA	619,491	414,500	155,931	565,270	7,500	1,762,693	1,700,720	3,463,413
MARIN COUNTY								
BELVEDERE	20,028	13,401	13,186	18,275	1,000	65,891	54,985	120,875
CORTE MADERA	96,179	64,353	45,071	87,761	3,000	296,365	264,046	560,411
FAIRFAX	71,604	47,910	34,781	65,337	2,000	221,631	196,578	418,209
LARKSPUR	123,321	82,514	56,435	112,527	3,000	377,797	338,559	716,356
MILL VALLEY	133,217	89,135	60,579	121,557	3,000	407,488	365,728	773,216
NOVATO	501,321	335,433	214,706	457,443	7,500	1,516,403	1,376,302	2,892,705
ROSS	22,028	14,739	14,023	20,100	1,000	71,891	60,475	132,367
SAN ANSELMO	120,528	80,645	55,266	109,979	3,000	369,419	330,893	700,311
SAN RAFAEL	580,208	388,216	247,736	529,426	7,500	1,753,086	1,592,874	3,345,960
SAUSALITO	67,113	44,905	32,901	61,239	2,000	208,158	184,249	392,408
TIBURON	86,104	57,612	40,852	78,568	2,000	265,135	236,385	501,521
MARIPOSA COUNTY								
MENDOCINO COUNTY								
FORT BRAGG	66,632	44,583	32,933	60,800	2,000	206,949	182,929	389,877
POINT ARENA	4,340	2,904	6,632	3,960	1,000	18,835	11,914	30,749
UKIAH	156,642	104,809	70,936	142,932	4,000	479,318	430,036	909,354
WILLITS	46,670	31,227	24,505	42,585	1,000	145,986	128,125	274,111
MERCED COUNTY								
ATWATER	299,538	200,420	94,724	273,321	6,000	874,003	822,337	1,696,340
DOS PALOS	54,660	36,573	21,209	49,876	2,000	164,319	150,062	314,381
GUSTINE	57,340	38,366	22,014	52,321	2,000	172,040	157,417	329,458
LIVINGSTON	134,500	89,994	45,178	122,728	3,000	395,400	369,250	764,650
LOS BANOS	446,670	298,866	138,894	407,576	6,000	1,298,006	1,226,266	2,524,272
MERCED	850,152	568,834	260,022	775,743	7,500	2,462,251	2,333,964	4,796,215
MODOC COUNTY								
ALTURAS	25,594	17,125	14,171	25,308	1,000	83,199	70,265	153,464
MONO COUNTY								
MAMMOTH LAKES	68,613	45,909	63,677	1,796,335	2,000	1,976,535	188,367	2,164,902



Agenda Item No: 4.n

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

April Miller, Public Works Director

Prepared by: Megan Kelly, Assistant Civil Engineer City Manager Approval:

CA

TOPIC: PG&E TOWER EASEMENT MODIFICATION AGREEMENT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT

MODIFICATION AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY

(PG&E) FOR THE TOWER EASEMENT ON APNs 009-032-06 and 009-032-07

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute an easement modification agreement with Pacific Gas and Electric Company for the tower easement on APN 009-032-06 and APN 009-032-07.

BACKGROUND:

The City of San Rafael owns parcels with APNs 009-032-06 and 009-032-07, which are the Albert J. Boro Library and Community Center and Pickleweed Park properties. The Dundon Company previously owned the properties. The Dundon company granted a tower easement to PG&E that allows the company the right to erect, construct, reconstruct, replace, repair, maintain, and use a single electrical distribution tower with a base not exceeding forty (40) feet square on the properties. The easement was recorded in 1913 and continues to be attached to the properties.

ANALYSIS:

PG&E needs to replace the existing tower with a larger one to accommodate the electricity needed to serve the area and meet current design standards. They have proposed an easement modification agreement to increase the tower area from forty (40) square feet to eighty-five (85) square feet. The new tower and revised easement area are not expected to impact normal operations on the property.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDED ACTION:

Adopt resolution authorizing the City Manager to execute an easement modification agreement with Pacific Gas and Electric Company for the tower easement on APNs 009-032-06 and APN 009-032-07.

FOR CITY CLERK ONLY	
Council Meeting:	
Disposition:	

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

ATTACHMENTS:

- 1. Resolution
- 2. Easement Modification Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT MODIFICATION AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY (PG&E) TO MODIFY AN EXISTING TOWER EASEMENT ON APNS 009-032-06 and 009-032-07

WHEREAS, the City owns parcels with APNs 009-032-06 and 009-032-07 and there exists a tower easement granted to PG&E that allows the company the right to erect, construct, reconstruct, replace, repair, maintain, and use a single electrical distribution tower having a base not to exceed forty (40) feet square on the properties; and

WHEREAS, PG&E has proposed an easement modification agreement that will increase the tower area from one thousand six hundred (1,600) square feet to seven thousand two hundred and twenty-five (7,225) square feet to accommodate a larger tower designed to provide the electricity needed for the area and meet current design standards; and

WHEREAS, the grants of easements are not expected to impact normal operations on the property.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

- That the City Council of the City of San Rafael, California, authorizes the City Manager to execute an easement modification agreement with Pacific Gas and Electric Company to modify an existing tower easement on APNs 009-032-06 and APN 009-032-07.
- I, LINDSAY LARA, Clerk of the City of San Rafael, California, 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 17 th day o)f
June, 2024, by the following vote, to wit:	

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

LINDSAY LARA, City Clerk

Easement Modification Agreement - General (Rev. 03/2022) RECORDING REQUESTED BY AND RETURN TO: PACIFIC GAS AND ELECTRIC COMPANY 300 Lakeside Drive, Suite 210 Oakland, CA 94612 Attn: Land Rights Library Location: City/Uninc Recording Fee \$ Document Transfer Tax \$ [] This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911). [] Computed on Full Value of Property Conveyed, or [] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale [] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax (SPACE ABOVE FOR RECORDER'S USE ONLY) Signature of declarant or agent determining tax

LD# 2401-06-10162

EASEMENT MODIFICATION AGREEMENT

2024014 (01-23-094) 03 24 02 Ignacio-Alto-Sausalito 60kV 07/54 Tower Replacement

CITY OF SAN RAFAEL, A CHARTER CITY AND MUNICIPAL CORPORATION ("First Party"), makes this agreement ("Agreement") with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Second Party"), affecting the lands of First Party, situated in the City San Rafael, County of Marin, State of California, and described as follows:

(APN 009-032-06 & 009-032-07)

That certain piece or parcel of land which is bounded on the north by San Rafael Creek; on the east by the Bay of San Francisco; on the south by the lands of the Marin Realty Company; and on the west by the right-of-way of the Bay Counties Railway.

Said lands of First Party are more particularly described as follows:

The three parcels of land described and designated PARCEL ONE and PARCEL TWO in the deed from San Rafael Successor Agency, a public body, corporate and politic, to the City of San Rafael, a charter city and municipal Corporation, dated February 7, 2017 and recorded in Document Number 2017-0006007, Marin County Records, and the other described in the deed from San Rafael Successor Agency, a public body, corporate and politic, to the City of San Rafael, a charter city and municipal Corporation, dated February 7, 2017 and recorded in Document Number 2017-0006005, Marin County Records.

Second Party is the owner of the following right of way and easement within First Party's said lands (the "Easement"):

The easement deed from DUNDON COMPANY (predecessor in interest) to Pacific Gas and Electric Company dated January 8th, 1913 and recorded in Liber 148 of Deeds at page 370, Marin County Records.

Second Party desires, and First Party is willing, to modify the parcel of land described in the Easement, and is more particularly described as follows:

A single tower having a base not exceeding forty (40) feet square, at a point upon the lands the party of the first part hereinafter described (which point has been heretofore designated and agreed upon by the parties hereto), and wires suspended between the said tower and towers situate on adjoining lands (belonging to persons other than the party of the first part) and supported thereby, and wires for telephone and telegraph purposes and all necessary and proper cross-arms, braces, connections and other appliances and fixtures for use in connection therewith.

Shall be stricken and replaced with:

A single tower having a square base not exceeding eighty-five (85) feet in length per side, at a point upon the lands the party of the first part hereinafter described (which point has been heretofore designated and agreed upon by the parties hereto), and wires suspended between the said tower and towers situate on adjoining lands (belonging to persons other than the party of the first part) and supported thereby, and wires for telephone and telegraph purposes and all necessary and proper cross-arms, braces, connections and other appliances and fixtures for use in connection therewith, and more particularly described in Exhibit "A" and shown upon Exhibit "B" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration paid to First Party by Second Party, the receipt of which is hereby acknowledged, the parties agree that the Easement shall be modified in the manner and to the extent hereinbefore stated and First Party hereby grants to Second Party the rights necessary to effect such modification.

Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any provision of the Easement.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

day of, 20	eto nave executed this Agreement this
"First Party"	"Second Party"
CITY OF SAN RAFAEL, A CHARTER CITY AND MUNICIPAL CORPORATION	PACIFIC GAS AND ELECTRIC COMPANY, a California corporation
By:	By:

State of California County of)	
On, before me,	Notary Public,
personally appeared	
who proved to me on the basis of satisfactory evidence to be the person(s) winstrument and acknowledged to me that he/she/they executed the same in his by his/her/their signature(s) on the instrument the person(s), or the entity upon the instrument.	nis/her/their authorized capacity(ies), and that
I certify under PENALTY OF PERJURY under the laws of the State of Calif correct.	ornia that the foregoing paragraph is true and
WITNESS my hand and official seal.	
Signature of Notary Public	(Seal)
CAPACITY CLAIMED BY SIGNER	
[] Individual(s) signing for oneself/themselves	
[] Corporate Officer(s) of the above named corporation(s)	
[] Trustee(s) of the above named Trust(s)	
[] Partner(s) of the above named Partnership(s)	
[] Attorney(s)-in-Fact of the above named Principal(s)	
[] Other	

A notary public or other officer completing this certificat signed the document to which this certificate is attached, that document.	
State of California County of)	
On, before me,	Notary Public,
personally appeared	
who proved to me on the basis of satisfactory evidence to be to instrument and acknowledged to me that he/she/they executed by his/her/their signature(s) on the instrument the person(s), or to the instrument.	the same in his/her/their authorized capacity(ies), and that
I certify under PENALTY OF PERJURY under the laws of the correct.	State of California that the foregoing paragraph is true and
WITNESS my hand and official seal.	
Signature of Notary Public	(Seal)
CAPACITY CLAIMED BY SIGNER	
[] Individual(s) signing for oneself/themselves	
[] Corporate Officer(s) of the above named corporation(s)	
[] Trustee(s) of the above named Trust(s)	
[] Partner(s) of the above named Partnership(s)	
[] Attorney(s)-in-Fact of the above named Principal(s)	
[] Other	

Attach to LD: 2401-06-10162 Area, Region or Location: 7 Land Service Office: Concord

Line of Business: Electric Transmission (42)

Business Doc Type: Easements MTRSQ: 24.01.06.02.14 FERC License Number: N/A PG&E Drawing Number: L-10694

Plat No.: N/A

LD of Affected Documents: 2401-06-0043 LD of Cross Referenced Documents: N/A

Type of interest: Electric Tower Line Easements (2), Communication Easements (6), Easement

Modifications Agreements (41)

SBE Parcel: N/A

% Being Quitclaimed: N/A Order or PM: 74052573

JCN: 01-23-094 County: Marin

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

Prepared By: SGHD Checked By: DAKQ

Approved By: Revised by:

EXHIBIT A

All of the parcel situate in the City of San Rafael, County of Marin, State of California, being a portion of Lot 11 of Block 19 of the Map of East San Rafael filed in Book 2 of Maps at page 109 Marin County Records more particularly described as follows:

COMMENCING at a found 3.5 inch diameter brass disk monument stamped "PG&E Co Survey Marker" set in concrete in the centerline of Canal Street per that Record of Survey filed on July 22, 1976 in Book 13 of Surveys at page 45 whence a found 1/8 inch brass pin monument in standard city monument well near the intersection of Canal St with Sorrento Way as shown on said Record of Survey bears S 14° 09' 40" W 295.89 feet and N 48° 06' 24" W 977.74 feet as shown on said Record of Survey for a resultant measured course of N 65° 25' 22" W 879.95 feet (879.93 as shown on said record) being the Basis of Bearings of the herein described parcel;

thence along the occupied centerline of the transmission line as shown on said survey N 14° 09' 40" E 1010.02 feet, crossing Lots 6 through 10 of said Block 19 to a point in said Lot 11 for the POINT OF BEGINNING:

thence N 75° 50' 20" W 42.50 feet;

thence N 14° 09° 40" E 85.00 feet to a point for the northwest corner of the herein described parcel whence a found 2 inch brass disk in the concrete sidewalk near the southeasterly right-of-way boundary of Point San Pedro Road bears N 44° 09' 23" W 1390.62 feet, said monument designated SP1 per that Record of Survey filed May 14, 1974 in Book 12 of Official Surveys at page 25;

thence S 75° 50' 20" E 85.00 feet;

thence S 14° 09' 40" W 85.00 feet;

thence N 75° 50' 20" W 42.50 feet to the POINT OF BEGINNING and containing approximately 7225 square feet of land.

This description is based on a field survey performed under my supervision on September 26, 2023

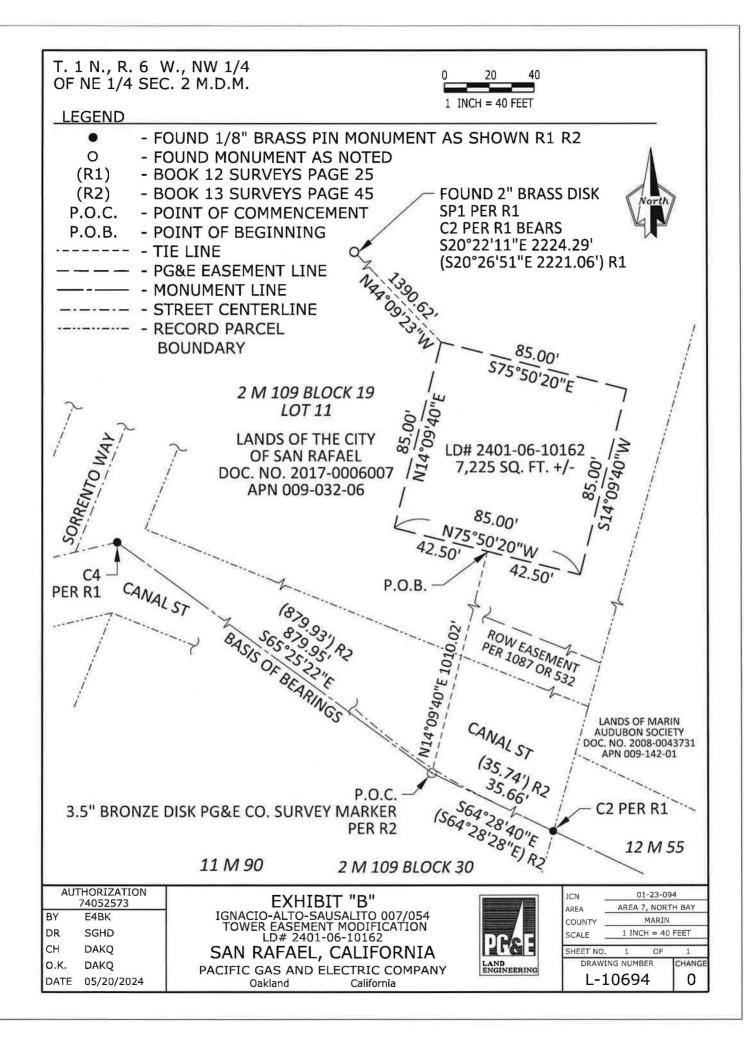
David Kendall Digitally signed by David Kendall Date: 2024.05.22 15:46:55 -07'00'

David Kendall

LS 9405



LD 2401-06-10162





Agenda Item No: 4.n

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: April Miller, Public Works

Director

City Manager Approval:

CH

TOPIC: CALTRANS MAINTENANCE AGREEMENT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE

AMENDMENT NO. 1 TO THE SUPPLEMENTAL FREEWAY MAINTENANCE

AGREEMENT WITH CALTRANS

RECOMMENDATION:

Adopt the resolution authorizing the City Manager to execute Amendment No. 1 to the Supplemental Freeway Maintenance Agreement with the State of California Department of Transportation (Caltrans) to maintain portions of Manuel T. Freitas Parkway and Civic Center Drive within the State right-of-way.

BACKGROUND:

A Supplemental Freeway Maintenance Agreement (Agreement) was executed between the State of California through the Department of Transportation (Caltrans) and the City of San Rafael (City) in 1962 for maintenance adjacent and within the State right of way at the Manual T. Freitas overcrossing. Attachment number 2 is the original agreement with Exhibit A that shows the layout of the areas the City agreed to maintain over the state right-of-way. Caltrans and cities are authorized to enter into an Agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

The Caltrans-owned intersection of Manuel T. Freitas Parkway (Freitas Parkway) and US 101 North ramp where vehicles exiting on the highway currently flow freely with no stop sign or traffic signal, which causes confusion for vehicles trying to make turning movements across these vehicle movements. Northbound vehicles exiting from US 101 go straight through or turn right at the intersection without stopping. Vehicles from Freitas Parkway either stay right to merge onto US 101 north or yield to on-coming vehicles before making a left turn to the next intersection of Freitas Parkway/ Redwood Highway/ Civic Center Drive, where Freitas is uncontrolled, and Redwood Highway and Civic Center Drive is stop-controlled.

These intersections are non-standard and there is a history of collisions. Further, the intersections are challenging for bicyclists and pedestrians to navigate. A bus stop for Golden Gate transit routes at the on-ramp is only accessible by stairs and a narrow sidewalk.

FOR CITY CLERK ONLY
Council Meeting:
Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

Caltrans Project No. 0416000141 is proposing improvements to the two intersections, including a new roundabout and a relocated bus stop at the Freitas Parkway/ Redwood Highway/ Civic Center Drive intersection that will include a refuge island for vehicles from Freitas waiting to merge. These changes will improve traffic flow and make these busy intersections safer and more straightforward for motorists, bicyclists, and pedestrians.

At the <u>August 1, 2022</u>, City Council meeting, the City Council approved a Cooperative Agreement to contribute funding for the project delivery. Over the last couple of years, Caltrans has worked on completing the design and purchasing additional right of way to complete the project. The project is now fully funded and expected to go out to bid for construction this summer.

ANALYSIS:

Due to the upcoming changes in the intersection configuration, Exhibit A shows the original roadway maintenance area which needs to be changed to reflect the new modified area. The proposed Amendment No. 1 to the Agreement would match the proposed layout. The proposed Exhibit A attached to the Amendment would result in approximately the same area the City currently maintains.

COMMUNITY OUTREACH:

This project has been presented to the City Council on November 1, 2021, and August 1, 2022. In addition to the City Council presentations, this project has also been presented to the City's Bicycle and Pedestrian Committee (BPAC) in 2021 and 2022. In addition, Caltrans held a virtual community meeting in March 2022. The project has undergone several iterations of design in response to community comments. The current design was shared with key stakeholders before being completed.

FISCAL IMPACT:

The maintenance costs associated with this Agreement are included in the annual Public Works Park and Landscape Maintenance Program budget.

OPTIONS:

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

- 1. Approve the resolution.
- 2. Adopt the resolution with modifications.
- 3. Direct staff to return with more information.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager to execute Amendment No. 1 to the Supplemental Freeway Maintenance Agreement with the State of California Department of Transportation (Caltrans) to maintain portions of Manuel T. Freitas Parkway and Civic Center Drive within State right-of-way.

ATTACHMENTS:

- 1. Resolution
- 2. Existing 1962 Maintenance Agreement
- 3. Draft Amendment No. 1
- 4. Exhibit A- Layout of Maintenance Agreement Area

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE SUPPLEMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORATION (CALTRANS) FOR MAINTENANCE OF PORTIONS MANUAL T. FREITAS PARKWAY AND CIVIC CENTER DRIVE WITHIN STATE RIGHT-OF-WAY

WHEREAS, Caltrans as the State of Department of Transportation (Caltrans) generally does not maintain local city streets within the State right-of-way; and

WHEREAS, portions of local streets Manual T. Freitas Parkway and Civic Center Drive within and adjacent to State right-of-way will be improved with a new roundabout per Caltrans Project No. 0416000141 (Project) requiring maintenance; and

WHEREAS, Caltrans and the City have an existing Supplemental Freeway Maintenance Agreement (Agreement) in place that was signed in 1962 based on the existing roadway layout; and

WHEREAS, Amendment No. 1 would modify the Agreement to match the layout of curbs, gutters, retaining walls, sidewalks, asphalt pavement, and striping after the Project is constructed; and

WHEREAS, Caltrans is requiring the City to maintain those roadway infrastructure elements as more fully described in the Staff Report and draft Amendment No. 1 that includes the layout shown on Exhibit A; and

WHEREAS, City and Caltrans afreet that the City will perform maintenance as described in Amendment No. 1 of the Agreement;

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND that the City Council of the City of San Rafael, State of California, does hereby resolve as follows:

1. The City Council herby approves and authorizes the Cty Manager to execute Amendment No. 1 to the Supplemental Freeway Maintenance Agreement with the State of California Department of Transportation (Caltrans) for maintenance of portions Manual T. Freitas Parkway and Civic Center Drive within State right-of-way, subject to final approval as to form by the City Attorney.

- 2. The Director of Public Works is herby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.
- **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 the City of San Rafael, held on Monday, the 17th day of June 2024, by the following vote, to wit:

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

Lindsay Lara, City Clerk

SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT

WHEREAS, on February 10, 1959, a Freeway Agreement was executed between the County of Marin and the State relating to the development as a freeway, of a portion of State Highway Route 1, within the limits of the County of Marin, and

WHEREAS, under the provisions of said Freeway Agreement, the County agreed to certain adjustments in the County road system, and for the carrying of certain roads over or under or to a connection with the freeway, and

WHEREAS, the City has annexed certain areas covered by said Freeway Agreement with the County of Marin and has thereby taken over control and maintenance of certain County roads, hereinafter referred to as City streets, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties mutually desire to clarify the division of maintenance responsibility as to separation structures, and City streets or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, on June 23, 1952, a Freeway Maintenance Agreement was executed between the County and the State wherein the County

agreed to maintain certain areas, shown in said Agreement, on State Highway Route 1, between Ignacio and 0.2 mile north of Forbes Overhead.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The City will maintain, at City expense, all portions of city streets and appurtenant structures and bordering areas, colored in yellow on the attached map marked Exhibit "A" and made a part hereof by this reference.

2. VEHICULAR OVERGROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any bituminous surface treatment thereof. The City will maintain, at City expense, the top of the concrete deck surface, together with any bituminous surface treatment thereon, and all portions of the structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The City will also maintain all traffic service facilities provided for the benefit or control of city street traffic.

3. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls, drainage installations and traffic service facilities, and all water lines except those incased within the walls, deck or floor of the structure, will be maintained by the City.

4. PEDESTRIAN OVERCHOSSINGS

Except for damage to the structure resulting from freeway vehicular traffic, the City will maintain pedestrian overcrossings in their entirety.

5. PEDESTRIAN UNDERCROSSINGS

The State will maintain the structure from a structural standpoint. The City will maintain all drainage and lighting installations, and all water lines except those incased within the walls, deck or floor of the structure. The City will also be responsible for all cleaning and painting as may be required to keep the structure free of debris and obscenity.

6. LANDSCAPED AREAS

All plantings or other types of roadside development within the freeway limits and colored in yellow on Exhibit "A" will be maintained by the City.

7. The purpose of this Agreement is to delineate the extent of City's maintenance responsibilities with respect to areas within the freeway limits that have been annexed to the City.

EFFECTIVE DATE

This agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not effect any preexisting obligations of the City to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the City has agreed to maintain pursuant to the terms of said Freeway Agreement, has been completed.

> STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS

J. C. WOMACK STATE HIGHWAY ENGINEER

CITY OF SAN RAFAEL JUNE 1902

Approval Recommended

Approval as to Form

Attorney

RESOLUTION NO. 247/

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an agreement entitled "Supplemental Freeway Maintenance Agreement" which concerns State Highway Route 1, in the City of San Rafael in the vicinity of Freitas Parkway, and

WHEREAS, the City Council has heard read said agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the City Council of the City of San Rafael, that said Supplemental Freeway Maintenance Agreement be and the same is hereby approved and the Mayor and the City Clerk are directed to execute the same on behalf of said City.

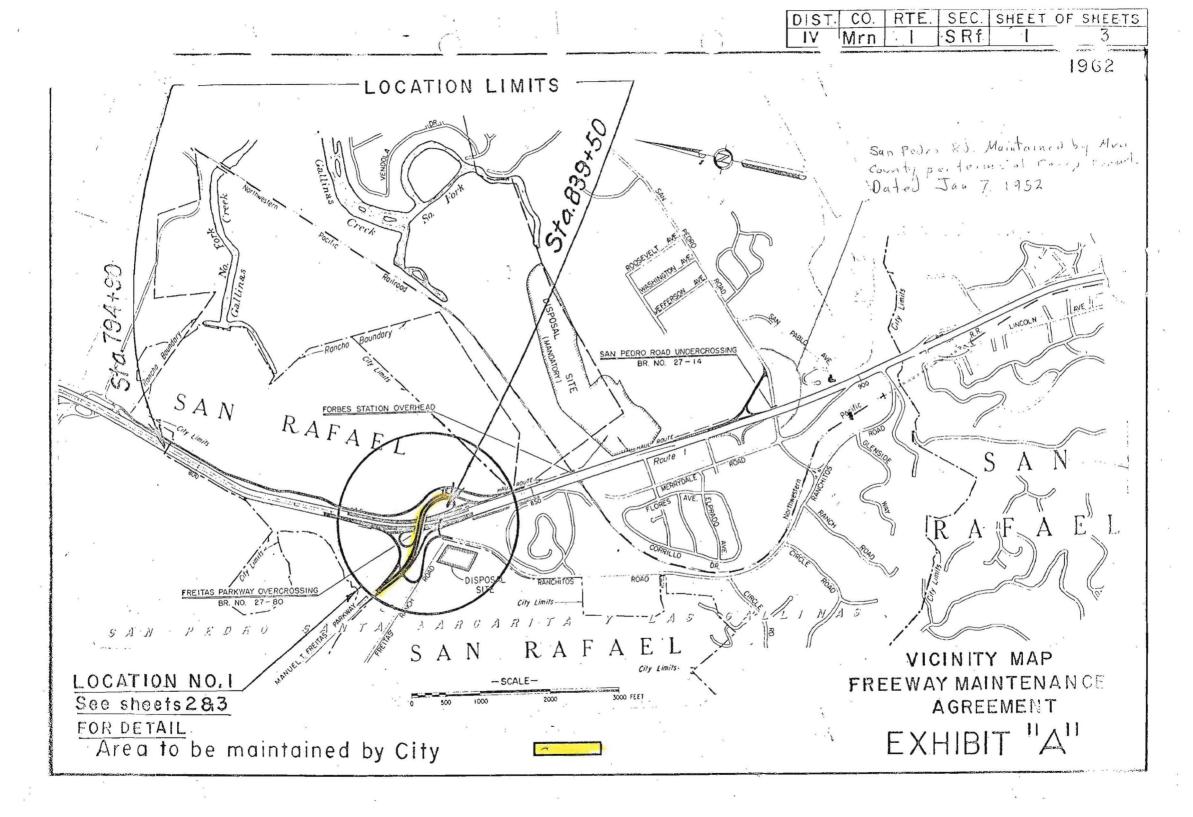
ADOPTED	THIS	,	1/	į	DAY	OF	161	* 5	, 1962.
	***	-	PART CHANGE	-		***		THE RESIDENCE OF THE PROPERTY OF THE PERSON NAMED IN COLUMN TWO IN COLUMN TO THE PERSON NAMED IN	

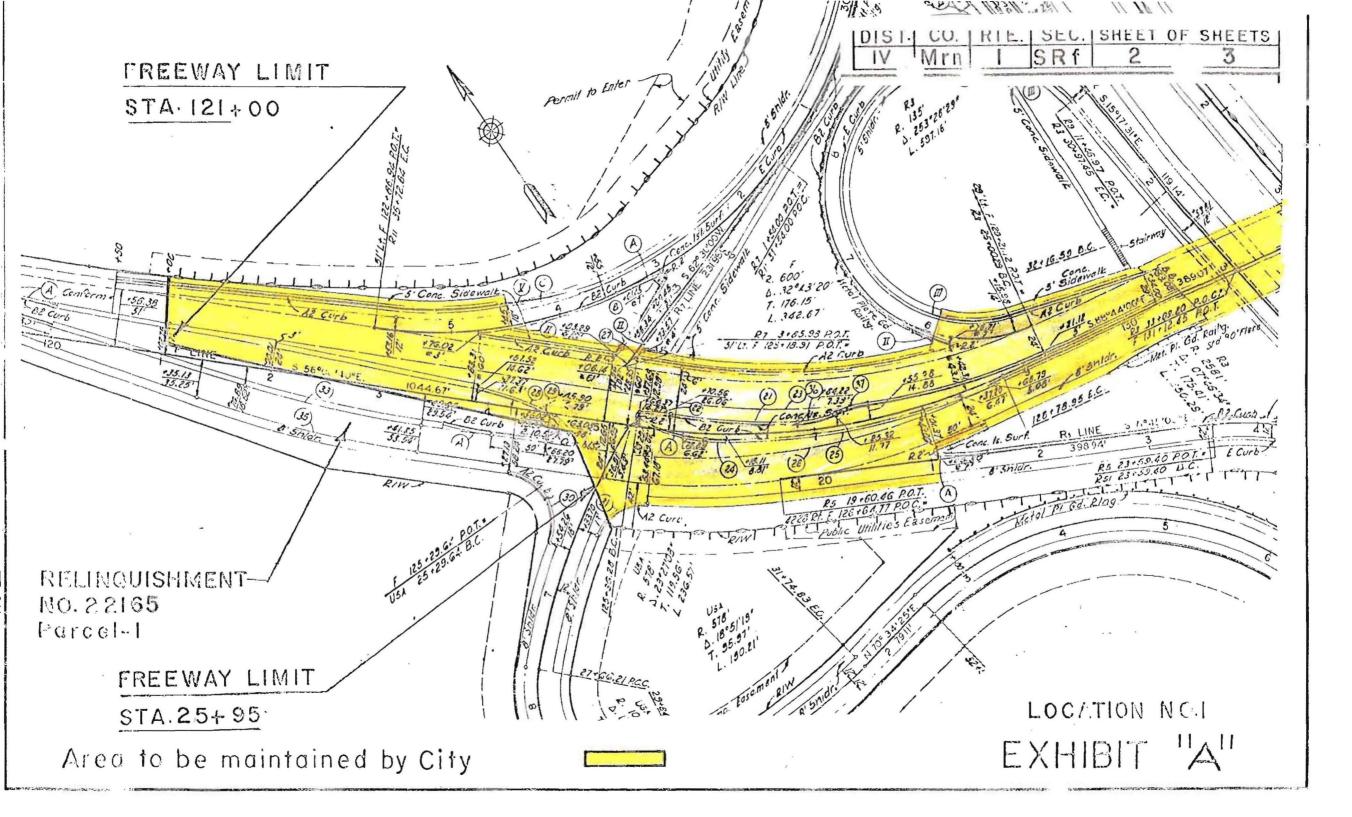
Attest:

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of San Rafael at a regular meeting thereof held _________, 1962.

City Clerk
W.C. (Verrosell)
Westerness

7





DIST. CO. RTE. SEC. SHEET OF SHEETS

IV Mrn I SRf 3 3 FREEWAY LIMIT STA · R 4 11 + 03 R. 400° A. 92°28'01° T. 417.60° L. 645.54° LOCATION NO.1 EXHIBIT A Area to be maintained by City

Draft 2-22-24 04-Mrn 101 PM 13.7

AMENDMENT NO. 1 TO

SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT IN THE CITY OF SAN RAFAEL

This Amendment No. 1 to the Supplemental Freeway Maintenance Agreement in the City of San Rafael is made and entered into by and between STATE of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and City of San Rafael, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, a Supplemental Freeway Maintenance Agreement in the City of San Rafael", hereinafter referred to as "AGREEMENT", was executed by CITY on May 7, 1962, and

WHEREAS, CITY desires to maintain improvements to be constructed under Project No. 0416000141 on Route 101 at Manuel T. Freitas Parkway overcrossing in the City of San Rafael; consisting of roundabout island, landscaping, retaining walls, and sidewalk, etc); and

WHEREAS, PARTIES hereto now mutually consent that AGREEMENT be amended.

NOW, THEREFORE, PARTIES agree to add retaining wall article below and replace the entire Exhibit A of AGREEMENT and shall become a part of AGREEMENT for all purposes.

1. RETAINING WALLS- CITY is solely responsible for the wall in its entirety but not limited to: structural adequacy, debris removal, cleaning and painting to keep wall structure free of debris, dirt, and graffiti.

TERM OF AGREEMENT AMENDMENT - This Amendment shall become effective on the date as shown below and shall remain in full force and effect until amended or terminated at any time upon mutual consent of PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Amendment and have delegated to the undersigned the authority to execute this Amendment on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Amendment.

Draft 2-22-24 04-Mrn 101 PM 13.7

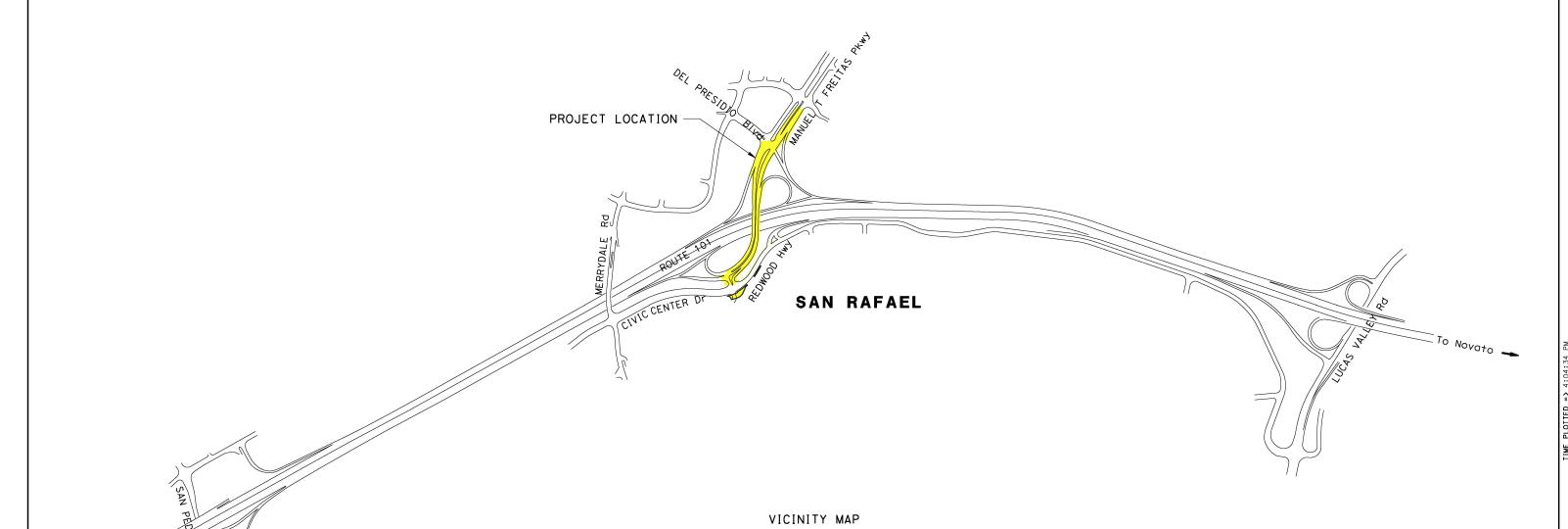
IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

CITY OF SAN RAFAEL	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
By: City Manager	
ATTEST;	Ву
CITY Clerk	LEAH BUDU Date Deputy District Director Maintenance- District 4
CITY Attorney	

EXHIBIT "A"

MAINTENANCE AGREEMENT WITH CITY OF SAN RAFAEL



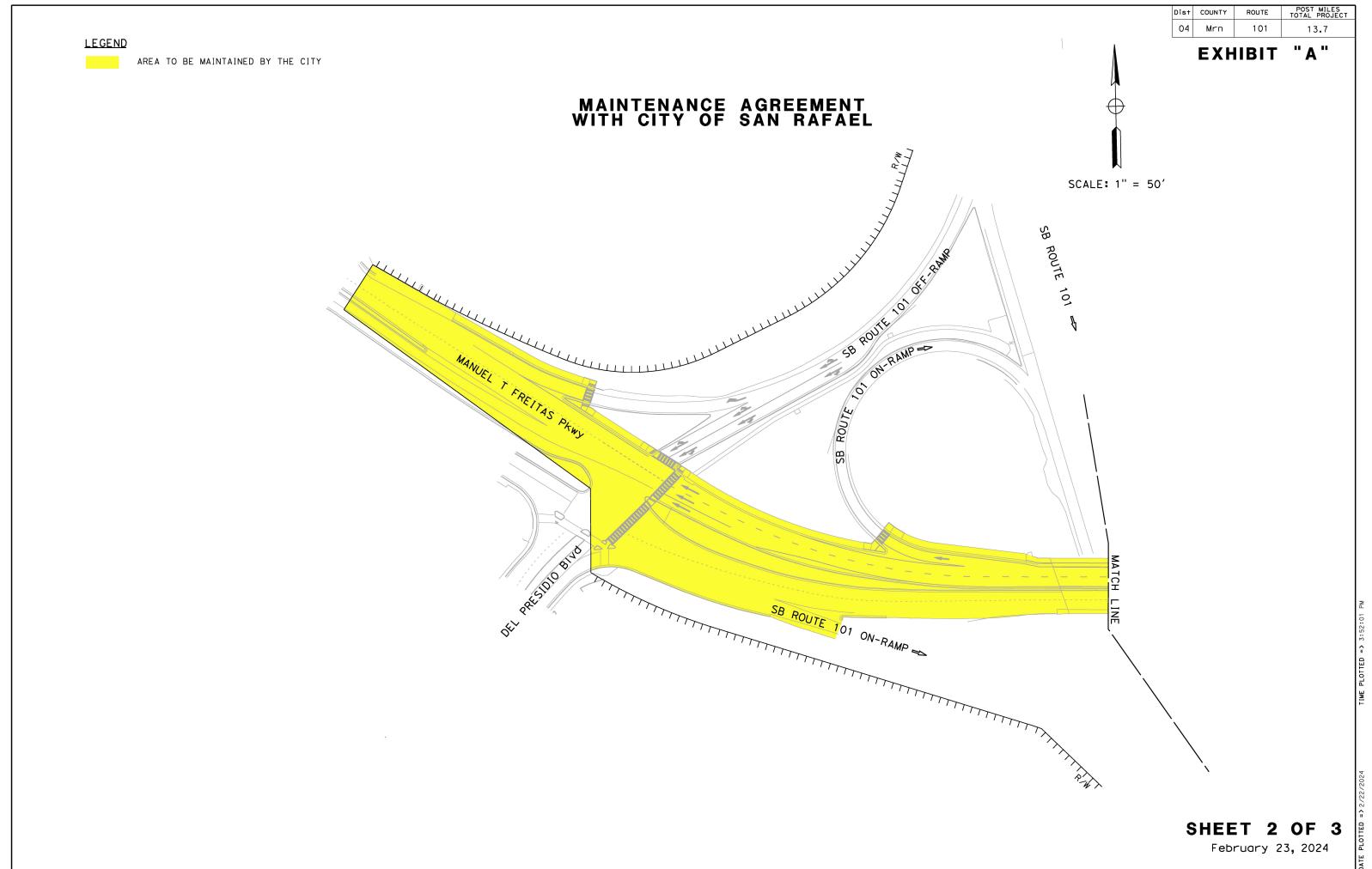


SHEET 1 OF 3

February 23, 2024

LEGEND

AREA TO BE MAINTAINED BY THE CITY



DGN FILE => 04-0K8004_CityMaintAgreeExhibit West.dgn

04 Mrn 101 13.7

EXHIBIT "A"

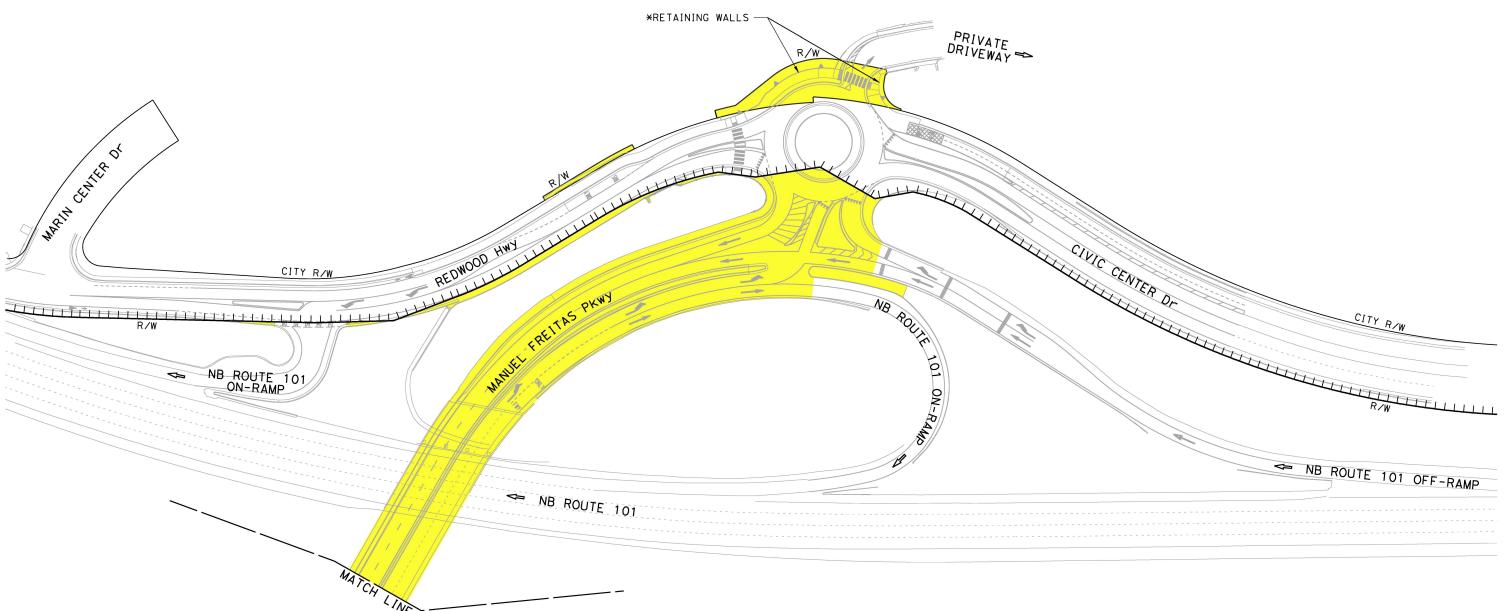
SCALE: 1" = 50'

AREA TO BE MAINTAINED BY THE CITY

CITY IS RESPONSIBLE FOR STRUCTURAL AND AESTHETIC MAINTENANCE OF RETAINING WALLS WITHIN AREA INDICATED.

LEGEND

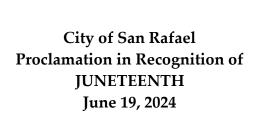
MAINTENANCE AGREEMENT WITH CITY OF SAN RAFAEL



SHEET 3 OF 3

February 23, 2024





WHEREAS,

Juneteenth, also known as "Freedom Day" or "Emancipation Day," nationally celebrates the date in 1865 when the people of Galveston, Texas, were informed that two years prior, by Executive Order, all enslaved people in the United States were freed; and

WHEREAS,

With the day originally celebrated in Texas on June 19, 1866, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and on June 17, 2021, the Juneteenth National Independence Day Act was signed into law, marking the date as a federal holiday; and

WHEREAS,

To acknowledge and honor the individuals, families, and descendants of those who had been deprived of freedom, dignity, and opportunities, communities around the United States hold tributes, commemorations, festivals, and gatherings to reflect and remember this momentous and defining point in history; and

WHEREAS,

The City acknowledges the individual and collective trauma inflicted upon enslaved persons and we remember and honor their resilience and strength to continue to move forward against adversity; and

WHEREAS,

The City of San Rafael embraces diversity, equity, inclusion and belonging and believes that all people are valued and welcomed, community members are encouraged to join in celebrating Juneteenth as a day to honor and reflect on the significant role that African Americans have played in the history and development of the United States.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Rafael hereby proclaim June 19, 2024, as Juneteenth, as an official holiday for the City of San Rafael in observance of the emancipation of enslaved persons in the United States and the City reaffirms its commitment to safeguard the civil rights, safety, and dignity of all its residents.



Kate Colin Mayor





Agenda Item No: 6.a

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: FINANCE

Prepared by: Paul Navazio, Finance Director City Manager Approval:

Ct

TOPIC: GENERAL FUND RESERVE POLICY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL UPDATING

THE CITY'S GENERAL FUND RESERVE POLICY

RECOMMENDATION:

Adopt a resolution updating the City's General Fund Reserve Policy.

BACKGROUND:

The General Fund is the primary operating fund that pays for general services provided by the City, such as public safety, parks, and library services. The General Fund accounts for all general revenues of the City not specifically levied or collected for other City funds and expenditures related to the delivery of the City's general services. Because such a broad range of critical services are provided through the General Fund, including public safety, the City must set aside adequate financial resources to protect the City against unforeseen circumstances and events, such as revenue shortfalls and unanticipated expenditures, including those caused by catastrophic events.

The City Council adopted a formal General Fund Reserve Policy via Resolution 13832 on November 21, 2014. The policy, which has not been updated since its adoption nearly a decade ago, is intended to:

- Establish target reserve levels and the methodology for calculating reserve levels.
- Establish criteria for the use of reserves and a process to replenish reserves.

The existing General Fund reserve policy includes specific elements, including:

- 1) Setting of the Emergency Reserve policy level equal to 10% of operating expenditures
- 2) Establishing a Public Safety Facilities Reserve for purposes of holding one-third of the threequarter cent of the voter-approved Measure E transaction and use tax to be used exclusively for Public Safety Essential Facilities.
- 3) A separate reserve for non-public safety facilities and infrastructure.
- 4) Designating an Unassigned Reserve to accumulate funds not otherwise designated or reserved by the City Council for a specific purpose.

FOR CITY CLERK ONLY	-
Council Meeting:	
Disposition:	

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

ANALYSIS:

This agenda item has been prepared to present for City Council consideration revisions to the City's General Fund Reserve Policy. The proposed revisions are the result of a review of the current policy in light of best practices, an analysis of the predictability and volatility of the City's major General Fund revenue sources (see Attachment 3), a survey of reserve policies across selected comparable jurisdictions (see Attachment 4), and in consideration of the evolving economic and legislative environment that have the potential to impact the City's fiscal position directly.

The Government Finance Officers' Association (GFOA) guidelines suggest maintaining a 2-month operating reserves (17%) but provides that each agency is best suited to establish the appropriate level of reserve based on the factors listed above. The GFOA's guidelines in this regard are also generally most applicable to enterprise funds (whose operations are reliant on monthly collection of user fees).

A survey of General Fund reserve policy levels for agencies within Marin County reflect that most agencies maintain minimum reserve levels in the range of 15% to 25%, with smaller agencies tending toward higher reserve levels. Several agencies have also adopted reserve policies that provides for both and emergency reserve as well as an "economic uncertainty" reserve.

The following is a summary of the proposed revisions to the City's General Fund Reserve Policy as incorporated in Attachment A to the subject resolution:

- Increasing the General Fund Reserve Policy level from 10% to 15% of operating expenditures. This increased reserve level is segmented into two components:
 - Emergency Reserve = 10% to cover expenditures related to unanticipated and unplanned emergencies.
 - Economic Uncertainty = 5% to buffer the impacts of short-term fluctuations in revenues due to economic cycles or loss of tax revenues.
- Establishing a definition of "operating expenditures" to serve as a basis for calculating the amount of funding required to meet the target reserve policy level.
- Updating provisions related to the allowable uses of the General Fund reserve(s) and the process by which reserve levels are to be restored (when utilized).
- Updating the provision covering facilities and infrastructure reserves to include:
 - Eliminating reference to a Measure E reserve within the General Fund reserve policy.
 This provision is made obsolete by the establishment of a specific Essential Facilities
 Special Revenue Fund (420) that has been established for this purpose.
 - Establishing a formal Facilities and Infrastructure Reserve within the General Fund of \$1,000,000. While the current policy does not set a specific dollar amount under this category, past practice has been to maintain an assigned reserve of \$600,000.
- Establishing policy priorities for uses of year-end fund balance within the General Fund that exceed the reserve levels established by this policy. Priority uses for such funds include:
 - Contributions to unfunded liabilities
 - Contributions to Self-Insurance fund to address general liabilities and claims
 - Contributions to Vehicle and Equipment Replacement Funds
 - o Capital Projects and deferred maintenance
 - Priority one-time projects supporting City Council Goals and Objectives

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

FISCAL IMPACT:

There is no direct fiscal impact; the recommendations included in this report would result increase the General Fund reserve level from 10% to 15% for the fiscal year ending June 30, 2025. Based on current budget projections, the General Fund reserve level would increase from \$9.8 million (10% as of June 30, 2024) to \$15.3 million (15% as of June 30, 2025). In addition, the capital facilities and infrastructure reserve level would increase from \$600,000 as of June 30, 2024, to \$1,000,000 as of June 30, 2025.

OPTIONS:

- 1) Adopt the resolution updating the City's General Fund Reserve Policy.
- 2) Provide feedback and request that staff return to the City Council with possible revisions to the proposed General Fund Reserve Policy.
- 3) Take no action and maintain the existing General Fund Reserve Policy, as adopted November 21, 2014.

RECOMMENDED ACTION:

Adopt a resolution updating the City's General Fund Reserve Policy.

ATTACHMENTS:

- 1. Resolution
- 2. Exhibit A –General Fund Reserve Policy.
- 3. Redline version of revisions to General Fund Reserve Policy (2014 version)
- 4. Historical Trend General Fund Revenues Budget vs Actual (2112/13 2023/24)
- 5. Survey of General Fund Reserve Policies (selected agencies)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ADOPTING A GENERAL FUND RESERVE POLICY

WHEREAS, the City of San Rafael is committed to ensuring that service to the public is not avoidably disrupted by natural disasters or unforeseen, negative economic events; and

WHEREAS, on November 21, 2014, the City Council of the City of San Rafael adopted Resolution number 13832 establishing a formal General Fund Reserve Policy; and

WHEREAS, the City's General Fund Reserve Policy has not been updated since its formal adoption in November 2014; and

WHEREAS, revisions to the City's General Fund Reserve Policy are warranted in light of the current best practices, evolving financial position of the City, and changes to the economic and statutory environment impacting local government revenues; and

WHEREAS, a discussion of potential revisions to the City's General Fund Reserve Policy was agendized at the April 4, 2024, meeting of the City Council Finance Sub-Committee; and

WHEREAS, the City Council has reviewed and considered the proposed revisions to the City's General Fund Reserve Policy.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael does hereby approve and adopt the updated General Fund Reserve Policy that is attached hereto as Exhibit A

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 on Monday, the 17th of June 2024, by the following vote, to wit:

AYES:	COUNCILMEMBERS:	
NOES:	COUNCILMEMBERS:	
ABSENT:	COUNCILMEMBERS:	
		LINDSAY LARA, City Clerk

CITY OF SAN RAFAEL GENERAL FUND RESERVE POLICY

PURPOSE

The City's General Fund Reserve Policy establishes the target level of operating and capital reserves. Adequate reserves help sustain continuity of City operations and service delivery when adverse or unexpected circumstances affect the City. Reserves are established to provide resources required to minimize service disruption in the event of temporary revenue shortfalls or unexpected one-time expenditures.

This policy is designed to:

- Establish target reserve levels and the methodology for calculating reserve levels.
- Establish criteria for the use of reserves and a process to replenish reserves.
- Establish policy priorities for uses of year-end fund balances within the General Fund that are determined to be in excess of the reserve levels established by this policy.

RESPONSIBILITY

The City Manager shall be responsible for enforcing this policy. The City Manager or his/her designee may issue supplemental procedures and memorandums that detail specific directions that clarify this policy. However, such procedures and directives must be consistent and not conflict with the general provisions of this policy.

POLICY

It is the policy of the City of San Rafael to ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The Government Finance Officers of America (GFOA) recommends that reserve levels be directly related to the degree of uncertainty the local government faces: the greater the uncertainty, the greater the financial resources necessary. Past experience is to be used as a guide, with particular attention being paid to the following:

- Diversity of revenue base
- Volatility of revenue structure
- Volatility of political environment
- Consistent operating surpluses/occasional or frequent operation deficits
- Uneven cash flows, requiring short-term borrowing

Emergency and Cash Flow Reserve (15% minimum)

The City will maintain an emergency and cash flow reserve equal to 15% of General Fund operating expenditures, exclusive of one-time expenditures and non-operating transfers. The Emergency and Cash Flow reserves will be allocated in the following manner:

- <u>Economic Uncertainty (5%)</u> these funds are generally designated to mitigate periodic revenue shortfalls due to downturn in economic cycles, and avoid the need for service-level reductions within a fiscal year.
- <u>Emergency Reserves (10%)</u> these funds are generally designated to mitigate costs of unforeseen emergencies and natural disasters.

Budgeted operating expenditures are to be used for the purposes of budget allocations and projections, and actual operating expenditures are to be used for the purpose of measuring this reserve at fiscal year-end.

The appropriate level of General Fund reserves will be reviewed annually as part of the budget cycle.

Facilities and Infrastructure Reserve

A separate Facilities and Infrastructure Reserve is established to provide funding to cover unplanned emergency repairs to City facilities and infrastructure. This reserve level is established in the amount of \$1,000,000.

Use of Reserve Funds

The General Fund reserve is intended to mitigate the impacts of significant short-term issues, including unexpected revenue shortfalls, unplanned expenditures, or declared emergencies. The reserve(s) established by this policy may be expended only when the City Council determines by resolution that such action is consistent with the purpose and intent of this policy.

It is the intent of the City Council to limit the use of reserves to address unanticipated, non-recurring needs. Reserves shall not be applied to recurring annual operating expenditures. The reserve may, however, be used to strategically allow time for the City to restructure its operations in a deliberate manner (as might be required in an economic downturn), but will only take place in connection with a City Council adopted long-term plan.

Restoration of Reserve Balances

In the event the balance in the Emergency and Cashflow Reserve falls below the minimum level, the City Manager shall recommend a plan to replenish the reserves, within a timeframe not to exceed two years. This recommendation shall be approved by the City Council no later than the time at which the next annual budget is adopted. Any variance from the stipulations established within this policy shall require approval by the City Council.

Excess Fund Balance

At the end of each fiscal year the Finance Department will report on the audited year-end fiscal results. Should the reported fund balance within the General Fund exceed the funding levels

required to meet the reserve levels established by this policy, such funds shall be deemed available for allocation in several areas, subject to City Council approval. The priority for consideration of allocation of excess funds should generally be as follows:

- 1. Payments toward unfunded liabilities, deferred maintenance and asset replacement.
- 2. Transfers to other funds, as appropriate, to offset year-end deficits within those funds.
- 3. Allocation to capital projects with shortfalls in funding sources and/or to provide matching funds for grant awards.
- 4. Re-appropriation within the subsequent year's operating budget to provide for one-time, non-recurring needs.

Other Considerations

The adequacy of the General Fund Reserve shall be evaluated on an annual basis and in the context of the General Fund long-term forecast. In addition, this General Fund reserve policy assumes that there are sound policies and procedures in place to ensure that there are sufficient funds and assets for the following essential needs:

- encumbrances and other commitments
- projected general liability claims
- projected workers compensation claims
- replacement of vehicles and equipment
- maintenance and replacement of infrastructure
- employee retirement costs
- technology replacement and upgrades

Policies, procedures and funding strategies should be established for each of these areas and, where appropriate, approved by the City Council.

CITY OF SAN RAFAEL GENERAL FUND RESERVE POLICY

PURPOSE

The City's General Fund Reserve Policy <u>establishes the target level of operating and capital reserves</u>. Adequate reserves help sustain continuity of City operations <u>documents the City's approach to establishing and maintaining sufficient reserves to ensure the continuity of City operations</u> and service delivery <u>when adverse or unexpected circumstances affect the City.</u> Reserves are established to provide resources required to minimize service dispruption in the event of temporary revenue shorfalls or unexpected one-time expenditures.

This policy is designed to:

- Establish target reserve levels and the methodology for calculating reserve levels.
- Establish criteria for the use of reserves and a process to replenish reserves.
- Establish policy priorities for uses of year-end fund balances within the General Fund that are determined to be in excess of the reserve levels established by this policy.

The General Fund is the main operating fund that pays for general services provided by the City, such as public safety, parks and library services. The General Fund accounts for all general revenues of the City not specifically levied or collected for other City funds and for expenditures related to the delivery of the City's general services.

RESPONSIBILITY

The City Manager shall be responsible for enforcing this policy. The City Manager or his/her designee may issue supplemental procedures and memorandums that detail specific directions that clarify this policy. However, such procedures and directives must be consistent and not conflict with the general provisions of this policy.

POLICY

It is the policy of the City of San Rafael to ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The Government Finance Officers of America (GFOA) recommends that reserve levels be directly related to the degree of uncertainty the local government faces: the greater the uncertainty, the greater the financial resources necessary. Past experience is to be used as a guide, with particular attention being paid to the following:

- Diversity of revenue base
- Volatility of revenue structure

- Volatility of political environment
- Consistent operating surpluses/occasional or frequent operation deficits
- Uneven cash flows, requiring short-term borrowing

The City's General Fund Reserves shall be comprised of the following four components:

Emergency and Cash Flow Reserve (1015% minimum)

The City will maintain aAn emergency and cash flow reserve equal to 15% of General Fund operating expenditures, exclusive of one-time expenditures and non-operating transfers. The Emergency and Cash Flow reserves will be allocated in the following manner:

- Economic Uncertainty (5%) these funds are generally designated to mitigate periodic revenue shortfalls due to downturn in economic cycles, and avoid the need for service-level reductions within a fiscal year.
- Emergency Reserves (10%) these funds are generally designated to mitigate costs of unforeseen emergencies and natural disasters.

Budgeted operating expenditures are to be used for the purposes of budget allocations and projections, and actual operating expenditures are to be used for the purpose of measuring this reserve at fiscal year-end.

The appropriate level of General Fund reserves will be reviewed annually as part of the budget cycle.

Facilities and Infrastructure Reserve

A separate Facilities and Infrastructure Reserve is established to provide funding to cover unplanned emergency repairs to City facilities and infrastructure. This reserve level is established in the amount of \$1,000,000.

will be maintained for the purposes of (1) sustaining General Fund operations in the case of a public emergency, such as a natural disaster or other unforeseen catastrophic event; and (2) to cover sudden operating shortfalls caused by (a) a severe drop in revenues that cannot be sufficiently offset by a corresponding reduction in expenditures and/or other available resources, or (b) an unforeseen, unavoidable expenditure that must be paid from the General Fund. Under Governmental Accounting Standards Board Statement No. 54, this reserve will be assigned.

This reserve level is measured as a percentage of annual operating expenditures. Budgeted operating expenditures are to be used for the purposes of budget allocations and projections, and actual operating expenditures are to be used for the purpose of measuring this reserve at fiscal year-end.

<u>Use of Reserve Funds</u>

The General Fund reserve is intended to mitigate the impacts of significant short-term issues, including unexpected revenue shortfalls, unplanned expenditures, or declared emergencies. Theis

reserve(s) established by this policy may be expended only when the City Council determines by resolution that such action is consistent with the purpose and intent of this policy.

It is the intent of the City Council to limit the use of reserves to address unanticipated, non-recurring needs. Reserves shall not be applied to recurring annual operating expenditures. The reserve may, however, be used to strategically allow time for the City to restructure its operations in a deliberate manner (as might be required in an economic downturn), but will only take place in connection with a City Council adopted long-term plan.

Restoration of Reserve Balances

In the event the balance in the Emergency and Cashflow Reserve falls below the minimum level, the City Manager shall recommend a plan to replenish the reserves, within a timeframe not to exceed two years. This recommendation shall be approved by the City Council no later than the time at which the next annual budget is adopted. Any variance from the stipulations established within this policy shall require approval by the City Council.

Excess Fund Balance

At the end of each fiscal year the Finance Department will report on the audited year-end fiscal results. Should the reported fund balance within the General Fund exceed the funding levels required to meet the reserve levels established by this policy, such funds shall be deemed available for allocation in several areas, subject to City Council approval. The priority for consideration of allocation of excess funds should generally be as follows:

- 1. Payments toward unfunded liabilities, deferred maintenance and asset replacement.
- 2. Transfers to other funds, as appropriate, to offset year-end deficits within those funds.
- 3. Allocation to capital projects with shortfalls in funding sources and/or to provide matching funds for grant awards.
- 4. Re-appropriation within the subsequent year's operating budget to provide for one-time, non-recurring needs.

Other Considerations

The adequacy of the <u>General Fund Reserve Emergency and Cash Flow Reserve shall be evaluated on an annual basis and in the context of the General Fund long-term forecast. In addition, this <u>General Fund reserve policy</u> assumes that there are <u>also</u>-sound policies and procedures in place to ensure that there are sufficient funds and assets for the following essential needs:</u>

- encumbrances and other commitments
- projected general liability claims
- projected workers compensation claims
- replacement of vehicles and equipment
- maintenance and replacement of infrastructure
- employee retirement costs
- technology replacement and upgrades

Policies, procedures and funding strategies should be established for each of these areas and, where appropriate, approved by the City Council.

In the event the balance in the Emergency and Cashflow Reserve falls below the minimum level, the City Manager shall recommend a plan to replenish the fund within a timeframe not to exceed three years. This recommendation shall be approved by the City Council no later than the time at which the next annual budget is adopted. Any variance from the stipulations established within this policy shall require approval by the City Council along with a statement of findings supporting the temporary or ongoing modification to this policy.

Measure E - Public Safety Facilities Reserve

In November 2013, the San Rafael voters passed Measure E, a three-quarter percent transactions and use tax (TUT), effective April 1, 2014. On May 5, 2014, the City Council directed staff to set aside one-quarter percent (or one-third of these tax proceeds) for the purpose of public safety facility planning, construction and major improvements. This portion of Measure E revenues are assigned to this reserve, so that they can be used later to directly fund facility related costs, or to cover debt service costs and payments associated with the financing of these improvements.

The City Manager is directed to assign these funds (i.e., the one quarter percent TUT) to this reserve as they are received, and is authorized to expend these funds for qualified public safety facility costs as described above. The City Manager shall report periodically to the City Council on the status of these funds.

Other Facilities and Infrastructure

The purpose of this assigned reserve is to accumulate funds to be used for the purpose of non-public safety facility construction and major improvements (e.g., library, administrative and non-safety buildings, streets and the stormwater system).

Unassigned Reserve

Any available General Fund balances not reserved or included in one of the assigned reserves will be maintained as "unassigned," until such time it is allocated to one of the other reserves or appropriated for General Fund purposes.

RECONCILIATION WITH REPORTING

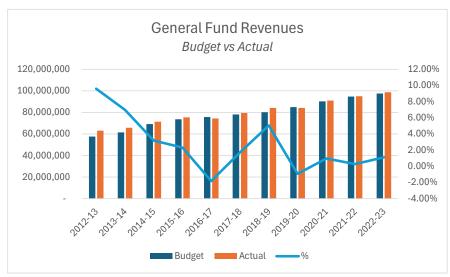
Total General Fund Reserves will be based on, and reconciled to, the General Fund fund balance. The sum of the Emergency and Cashflow Reserve, Measure E—Public Safety Facilities Reserve, Non-Public Safety Facilities Reserve, Unassigned Reserve and contractual commitments (i.e., outstanding purchase orders) shall equal the unrestricted and uncommitted fund balance.

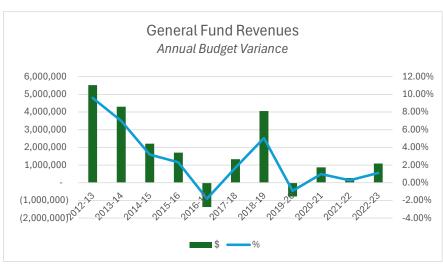
Historical Budget vs Actual Variance Analysis General Fund Revenues

Variance

			Variance	
	Budget	Actual	\$	%
2012-13	57,605,218	63,132,129	5,526,911	9.59%
2013-14	61,495,042	65,793,253	4,298,211	6.99%
2014-15	69,164,980	71,374,058	2,209,078	3.19%
2015-16	73,752,116	75,455,506	1,703,390	2.31%
2016-17	75,725,525	74,354,577	(1,370,948)	-1.81%
2017-18	78,080,787	79,414,391	1,333,604	1.71%
2018-19	80,189,911	84,245,518	4,055,607	5.06%
2019-20	84,984,261	84,204,553	(779,708)	-0.92%
2020-21	90,191,135	91,068,211	877,076	0.97%
2021-22	94,764,987	95,030,706	265,718	0.28%
2022-23	97,640,802	98,729,172	1,088,370	1.11%
2023-24*	100,017,060	103,560,733	3,543,673	3.54%

^{*} Estimate for FY 2023-24





General Fund Reserve Policy Survey

(City of SausalitoSurvey - March 2024)

	General Fund	Reserve Level	Comments
Belvedere	\$ 8,585,407	50%	
Corte Madera	22,500,000	20%	
Fairfax	13,790,000	25%	
Larkspur	21,000,000	25%	
Mill Valley	32,700,000	15%	
Novato	49,300,000	15%	
Ross	10,100,063	exceed 30%	Operating
San Anselmo	26,559,595	\$1.5M 20%	Economic
- Jan Ansetmo	20,000,000	2070	
San Rafael	100,000,000	10%	
Sausalito	20,340,377	5%	Economic
		10%	Emergency
Tiburon	12,972,850	25%	
Marin County	594,209,961	5% to 10%	

Other Agencies (selected)

	General Fund	Reserve Level	Comments
Napa		20%	15% - Operating
	\$ 122,000,000		5% - Emergency
Berkeley	280,000,000	30%	16.5% - Economic Stability (55%)
			13.5% = Catastrophic (45%)
Santa Rosa	201,600,000	15% to 17%	
Benicia	58,470,000	20%	
Vacaville	150,275,000	16% - 25%	2-mos. to 3 mos.
		20%	(Target)
Davis	72,900,000	15%	Economic &
			Emergency
Woodland	65,400,000	20%	Economic &
			Emergency



Agenda Item No: 6.b

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance

Prepared by: Paul Navazio,

Finance Director

City Manager Approval:

TOPIC: CITY INVESTMENT POLICY

SUBJECT: RESOLUTION APPROVING THE CITY OF SAN RAFAEL INVESTMENT POLICY

RECOMMENDATION:

Staff recommends that the Council adopt the resolution approving the investment policy as presented.

BACKGROUND:

Consistent with best practices in public investing, the City's existing investment policy must be reviewed and updated, as needed, on an annual basis. The City's Investment Policy was last presented to the City Council in June 2022. The review scheduled for June 2023 was delayed due to the transition resulting from the Administrative Services / Finance Director position vacancy.

This agenda item has been prepared to present proposed revisions to the City's Investment Policy based on the review and recommendations from the Finance Director and the City's investment advisor, Chandler Asset Management. A discussion of the proposed revisions to the investment policy was held with the Finance Subcommittee at their meeting on April 4, 2024.

The California Government Code limits the types of investments open to local municipalities. The City's investment priorities – in order - are safety, liquidity, and yield. The City pursues a fair market return on its investments after considering the security of the investment's principal, cash flow requirements, and current investment portfolio structure.

ANALYSIS:

The last revisions to the City's Investment Policy were made in June 2021. They were limited to adding a "Total Portfolio" definition to include all investments and deposits, including funds in any money market accounts and government pools such as the Local Agency Investment Fund (LAIF).

A review of the City's investment policy suggests that proposed revisions are warranted and can characterized as follows:

	FOR CITY CLERK ONLY	
Council Meeting:		

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

- 1) <u>Investment Policy Best Practices</u> several sections are proposed to be added to the Investment Policy consistent with best practices and model investment policies. Examples include:
 - Prohibited Investment Vehicles and Practices
 - Investment Pools / Mutual Funds
 - Maximum Maturity
 - Risk Management / Diversification
 - Collateralization
- 2) <u>Technical Revisions</u> several sections of the policy are proposed to be updated to reflect changes in state law governing the investment of public funds. These incorporate, as appropriate, new investment instruments that have been developed that are permissible for a local government portfolio and modifications to the "ratings" of permissible investments.
- 2) <u>Portfolio Performance</u> Investment policies are required to establish the benchmark against which the investment portfolio's performance is measured. The City's existing Investment Policy establishes this benchmark as "the average yield on the US Treasury security that most closely corresponds to the portfolio actual weighted-average effective maturity." The portfolio performance benchmark is recommended to be revised to a market index with a similar duration to the portfolio. (For example, the portfolio has recently been benchmarked against the Bank of America 1-3 Year US Treasury & Agency Index See Attached Management Directive, dated December 29, 2022).
- 3) <u>Prohibited Investments</u> In the context of the City's existing investment policy, prohibited investments are considered investment vehicles not specially listed as "Authorized Securities" or otherwise prohibited under applicable CA Government Code. Examples of prohibited securities include equities (stocks), futures, options, and securities that represent excessive risk as measured by applicable "ratings" criteria. Among the recommendations contained in the draft update of the investment policy is the formal adoption of the prohibition on "direct investments in issuers whose primary business revenue is derived from the exploration, extraction, and processing of fossil fuels." This provision has been in place since December 2022, as provided for in the management directive to the City's outside investment advisor. The proposed investment policy merely incorporates this provision within the formal investment policy.

FISCAL IMPACT:

There is no direct fiscal impact from accepting the policy as proposed.

RECOMMENDED ACTION:

Staff recommends that the Council adopt the resolution approving the investment policy as presented.

ATTACHMENTS:

- 1. Resolution with Exhibit A to Resolution: Investment Policy
- 2. Redline edits to Investment Policy (2022 version)
- 3. Management Directive, dated December 29, 2022

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL TO

APPROVE THE CITY OF SAN RAFAEL INVESTMENT POLICY

WHEREAS, the City Council of the City of San Rafael exercises its responsibility for

the stewardship of the City's public funds through adoption of policies and practices related

to cash management and investments; and

WHEREAS, the investment policy is intended to provide a long-term strategy for

prudent care of the City's cash; and

WHEREAS, all funds are invested in accordance with the investment policy and

applicable sections of the California Government Code; and

WHEREAS, in order to remain current and consistent with applicable statutes and

best practices, the City's Investment Policy requires annual review and re-adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San

Rafael hereby adopts the updated Investment Policy that is attached hereto as Exhibit A.

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 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

City of San Rafael Investment Policy

PROPOSED June 17, 2024

The City Council of the City of San Rafael (the City) has adopted this Investment Policy (the Policy) in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the City. All such funds will be invested in accordance with this Policy and with applicable sections of the California Government Code. This Policy was endorsed and adopted by the City Council on the approved date noted above. It replaces any previous investment policy or investment procedures of the City.

SCOPE

It is intended that this Policy cover all short-term operating funds and investment activities of the City. These funds are accounted for in the annual audit report, and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

Additional funds that may be created from time to time shall be administered in accordance with the provisions of this Policy.

All cash shall be pooled for investment purposes. The investment income derived from the pooled investment account shall be allocated to the contributing funds based upon the proportion of the respective average balances relative to the total pooled balance in the investment portfolio. Investment income shall be distributed to the individual funds not less than annually.

OBJECTIVES

The City's funds shall be invested in compliance with all applicable City Municipal Codes, California State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

- 1. Preservation of capital and protection of investment principal.
- 2. Maintenance of sufficient liquidity to meet anticipated cash flows.
- 3. Attainment of a market value rate of return.
- 4. Diversification to avoid incurring unreasonable market risks.

DELEGATION OF AUTHORITY

The management responsibility for the City's investment program is delegated annually by the City Council to the Treasurer pursuant to California Government Code Section 53607. The Treasurer may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. The Treasurer shall maintain a list of persons authorized to transact securities business for the City. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

The City Manager and the Treasurer jointly shall develop written administrative procedures and internal controls, consistent with this Policy, for the operation of the City's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the City.

The City may engage the support services of outside investment advisors in regard to its investment program, so long as it can be clearly demonstrated that these services produce a net financial advantage or necessary financial protection of the City's financial resources.

PRUDENCE

The standard of prudence to be used for managing the City's investments shall be California Government Code Section 53600.3, the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses may be desirable in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the City.

The Treasurer and authorized investment personnel acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion to the City Manager and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or that could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any business interests they have in financial institutions that conduct business with the City and they shall subordinate their personal investment transactions to those of the City. In addition, the City Manager and the Treasurer shall file a Statement of Economic Interests each year pursuant to California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

AUTHORIZED SECURITIES AND TRANSACTIONS

All investments and deposits of the City shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that, pursuant to California Government Code Section 5903(e), proceeds of bonds and any moneys set aside or pledged to secure payment of the bonds may be invested in securities or obligations described in the ordinance, resolution, indenture, agreement, or other instrument providing for the issuance of the bonds. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. In accordance with California Government Code listed above, the "Total Portfolio" includes all investments and deposits including funds in any money market accounts and governmental pools such as LAIF. Any percentage limitations are deemed to be calculated on the "Total Portfolio" and are measured based on the market value of the investment at the time of purchase. Minimum credit quality requirements apply at time of purchase.

The City has further restricted the eligible types of securities and transactions as follows:

- United States Treasury bills, notes and bonds and other government obligations for which
 the full faith and credit of the United States are pledged for the payment of principal and
 interest with a final maturity not exceeding five years from the date of trade settlement.
 There are no limits on the dollar amount or percentage that the City may invest in U.S.
 Treasury obligations
- 2. <u>Federal Agency</u> securities or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises with a final maturity not exceeding five years from the date of trade settlement. No more than 30% of the portfolio may be invested in any single Agency/GSE issuer. The maximum percent of agency callable securities in the portfolio will be 20%.
- 3. <u>Mortgage and Asset-Backed Obligations:</u> Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-pass-through certificate, or consumer receivable-backed bond from issuers not defined in paragraphs 1 and 2 of the

Authorized Securities and Transactions section of this policy, with a final maturity not exceeding five years from the date of trade settlement. Investments in mortgage and asset-backed obligations shall be be rated in a rating category of "AA" or the equivalent or better by at least one nationally recognized statistical rating organization (NRSRO). Purchases of securities authorized by this section may not exceed 20% of the City's total portfolio. No more than 5% of the portfolio may be invested in any single asset-backed or commercial mortgage security issuer.

- 4. <u>Supranational Securities:</u> United States dollar denominated, senior unsecured and unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum maturity not exceeding five years from the date of trade settlement, and eligible for purchase and sale within the United States. Investments in supranational securities shall be rated in a rating category of "AA" or the equivalent or better by at least one NRSRO and shall not exceed 30% of the City's total portfolio. No more than 10% of the portfolio may be invested in any single issuer.
- 5. Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated in a rating category of "A" or the equivalent or better by at least one NRSRO. No more than 5% of the portfolio shall be invested in medium-term notes of any one issuer, and the aggregate investment in medium-term notes shall not exceed 30% of the City's total portfolio.
- 6. Negotiable Certificates of Deposits (CDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank rated at least A-1, or the equivalent or better by at least one NRSRO, or with long-term obligations rated in a rating category of "A" or the equivalent or better by at least one NRSRO, with maturities not exceeding five years from the date of trade settlement. Amounts up to the FDIC limit do not require any credit ratings. Amounts above the FDIC limit must follow the credit requirements listed above. In addition, the City may not invest in the CD of a state or federal credit union where any person with investment decision making authority at the City also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit. No more than 5% of the portfolio may be invested in the CDs of any one issuer, and the aggregate investment in CDs shall not exceed 30% of the portfolio.
- 7. Non-negotiable Certificates of Deposit and savings deposits with a maturity not exceeding five years from the date of trade settlement, in FDIC insured state or nationally chartered banks or savings banks that qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5. No more than 5% of the portfolio may be invested in the CDs of any one issuer, and the aggregate investment in CDs shall not exceed 20% of the portfolio.

Deposits in excess of the insured amount shall be secured pursuant to California Government Code Section 53651 and 53652. The City shall comply with and act to secure

compliance with the security (collateralization) system specified in the Government Code Section 53649 and 56652.

Deposits may be placed using a private sector entity that assists in the placement of deposits per section 53601.8 and 53635.8 in the Government Code. No more than 5% of the portfolio may be invested through any one private sector entity that assists in the placement of such deposits and the aggregate investment in CDs shall not exceed 20% of the portfolio.

- 8. Municipal Securities including obligations of the State of California and any local agency within the State of California, including Special Assessment District Obligations issued by the City of San Rafael as Limited Obligation Improvement Bonds related to special assessment districts and special tax districts. Municipal securities shall be rated in a rating category of "A" or its equivalent or better by at least one NRSRO. No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be in Municipal Securities. The maximum maturity shall not exceed five (5) years. Investment in Special Assessment District Obligations issued by the City of San Rafael as Limited Obligation Improvement Bonds requires the approval of the City Council and maturities may extend to 30 years from the date of trade settlement.
- 9. <u>Municipal Securities (Registered Treasury Notes or Bonds)</u> of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO. No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be in Municipal Securities. The maximum maturity does not exceed five (5) years.
- 10. <u>Prime Commercial Paper</u> with a maturity not exceeding 270 days from the date of purchase with the highest ranking or of the highest letter and number rating as provided for by at least one NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:
 - A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of five \$500,000,000 and (3) Have debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
 - B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not represent more than 10% of the outstanding commercial paper of any single corporate issuer. No more than 5% of the City's total portfolio, shall be invested in the commercial paper of any one issuer, and the

aggregate investment in commercial paper shall not exceed 25% of the City's total portfolio.

- 11. <u>Eligible Banker's Acceptances</u> issued by FDIC insured commercial banks, rated at least A-1 or the equivalent or better by at least one NRSRO with maturities not exceeding 180 days from the date of purchase. If issuers have senior debt outstanding, it shall be rated in a rating category of at least "A" or the equivalent or better by at least one NRSRO. No more than \$2,000,000 shall be invested in banker's acceptances of any one commercial bank, and the aggregate investment in banker's acceptances shall not exceed 40% of the City's total portfolio.
- 12. Repurchase Agreements with a final termination date not exceeding one year collateralized by U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in items 1 or 2 above with the maturity of the collateral not exceeding five years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of the City's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in the City's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure. Repurchase agreement counterparties shall execute a City approved Master Repurchase Agreement with the City. The Treasurer shall maintain a copy of the City's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed same.

- 13. <u>State of California's Local Agency Investment Fund (LAIF)</u>, pursuant to California Government Code Section 16429.1.
- 14. Money Market Funds registered under the Investment Company Act of 1940 that (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of \$1.00; (3) invest only in United States Treasury securities, United States Agency securities and Federal Instrumentality securities and (4) have a rating equivalenting the highest letter and numerical rating by at least two NRSROs. The aggregate investment in money market funds shall not exceed 20% of the City's total portfolio.
- 15. Collateralized Bank Deposits. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

It is the intent of the City that the foregoing list of authorized securities and transactions is strictly interpreted.

PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least \$100,000,000 in securities owned and invested.
- Direct investments in issuers whose primary business revenue is derived from the exploration, extraction, and processing of fossil fuels.

INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

PORTFOLIO MATURITIES AND LIQUIDITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. The City will not invest in securities maturing more than five years from the date of purchase, unless the City Council has by resolution granted authority to make such an investment at least three months prior to the date of investment.

MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has granted authority to make such an investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment. Investment in Special Assessment District Obligations issued by the City of San Rafael as Limited Obligation Improvement Bonds requires the approval of the City Council and maturities may extend to 30 years from the date of trade settlement.

RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
 - Any actions taken related to the downgrade by the investment manager will be communicated to the Treasurer in a timely manner.
 - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

SELECTION OF BROKER/DEALERS

The Treasurer shall maintain a list of broker/dealers authorized for investment purposes, and it shall be the policy of the City to purchase securities only from those authorized firms. To be eligible, a firm must be licensed by the State of California as a broker/dealer as defined in Section 25004 of the California Corporations Code, and:

- 1. be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within its holding company structure, or
- 2. report voluntarily to the Federal Reserve Bank of New York, or
- 3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The City may engage the services of investment advisory firms to assist in the management of the portfolio and investment advisors may utilize their own list of approved Broker/Dealers. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the advisor and the list of approved firms shall be provided to the City on an annual basis or upon request.

In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's portfolio, authorized broker/dealers shall attest in writing that they have received and reviewed a copy of this policy and annually update a City approved Broker/Dealer Information Request form which includes the firm's most recent financial statements. The Treasurer shall maintain a list of the broker/dealers that have been

approved by the City, along with each firm's most recent broker/dealer Information Request form.

The City may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 5 of the Authorized Securities and Transactions section of this Policy.

COLLATERALIZATION

<u>Certificates of Deposit (CDs)</u>. The City shall require any commercial bank or savings and loan association to deposit eligible securities with a City of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

<u>Collateralization of Bank Deposits</u>. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

<u>Repurchase Agreements</u>. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that collateralize a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

COMPETITIVE TRANSACTIONS

Where possible, each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the City is offered a security for which there is no other readily available competitive offering, the Treasurer will document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

SELECTION OF BANKS

The Treasurer shall maintain a list of banks that are approved to provide banking services for the City. To be eligible for authorization, a bank must be a member of the FDIC and shall qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5.

SAFEKEEPING AND CUSTODY

The Treasurer shall select one or more banks to provide safekeeping and custodial services for the City, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping Agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City will be delivered by book entry and will be held in third-party safekeeping by a City approved custodian bank, or its Depository Trust Company (DTC) participant account.

The City's custodian shall be required to furnish the City a list of holdings on at least a monthly basis and safekeeping receipts or customer confirmations shall be issued for each transaction.

PORTFOLIO PERFORMANCE

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the City's investments shall be compared to the return of a similar duration readily available market benchmark.

REPORTING

On a quarterly basis, the Treasurer shall submit to the Council a report of the investment earnings and performance results of the City's investment portfolio. The report shall include the following information:

- 1. Investment type, issuer, date of purchase, purchase price, date of maturity, par value, current rate of interest and dollar amount invested in all securities, and investments and monies held by the City;
- 2. A description of the funds, investments and programs;

- 3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
- 4. Overall portfolio yield based on historical cost;
- 5. Weighted average final maturity and weighted average effective maturity;
- 6. A statement of compliance with this Policy or an explanation for not-compliance;
- 7. A description of any of the City's funds, investments or programs that are under the management of contracted parties, including lending programs; and
- 8. A statement of the ability to meet expenditure requirements for six months, as well as an explanation of why money will not be available if that is the case.

The Treasurer shall submit to the Council a report of any changes affecting more than 15% of the investment portfolio within 30 days of such change.

POLICY REVIEW

This Investment Policy shall be reviewed and approved by City Council annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends. Any additional amendments to this Investment Policy shall be submitted to the City Council for approval.

GLOSSARY OF INVESTMENT TERMS

- **AGENCIES.** Shorthand market terminology for any obligation issued by a government-sponsored entity (GSE), or a federally related institution. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:
 - **FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.
 - **FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.
 - **FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.
 - **FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.
 - **GNMA.** The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.
 - **PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.
 - **TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.
- **ASKED.** The price at which a seller offers to sell a security.
- **ASSET BACKED SECURITIES.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.
- **AVERAGE LIFE.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.
- **BANKER'S ACCEPTANCE.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.
- **BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.
- **BID.** The price at which a buyer offers to buy a security.
- **BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.
- **CALLABLE.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor

- may receive its principal back when interest rates are lower than when the investment was initially made.
- **CERTIFICATE OF DEPOSIT (CD).** A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.
- CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.
- **COLLATERAL.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.
- **COLLATERALIZED MORTGAGE OBLIGATIONS (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.
- **COMMERCIAL PAPER.** The short-term unsecured debt of corporations.
- **COST YIELD.** The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.
- **COUPON.** The rate of return at which interest is paid on a bond.
- **CREDIT RISK.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.
- **CURRENT YIELD.** The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.
- **DEALER.** A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.
- **DEBENTURE.** A bond secured only by the general credit of the issuer.
- **DELIVERY VS. PAYMENT (DVP).** A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.
- **DERIVATIVE.** Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.
- **DISCOUNT.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other

- securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.
- **DIVERSIFICATION.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.
- **DURATION.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See <u>modified duration</u>).
- **FEDERAL FUNDS RATE.** The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.
- **FEDERAL OPEN MARKET COMMITTEE.** A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.
- **LEVERAGE**. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.
- **LIQUIDITY.** The speed and ease with which an asset can be converted to cash.
- **LOCAL AGENCY INVESTMENT FUND (LAIF)**. A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.
- **LOCAL GOVERNMENT INVESTMENT POOL.** Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.
- **MAKE WHOLE CALL.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."
- **MARGIN.** The difference between the market value of a security and the loan a broker makes using that security as collateral.
- **MARKET RISK.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.
- **MARKET VALUE.** The price at which a security can be traded.
- MARKING TO MARKET. The process of posting current market values for securities in a portfolio.
- **MATURITY.** The final date upon which the principal of a security becomes due and payable.
- **MEDIUM TERM NOTES.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.
- **MODIFIED DURATION.** The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

- **MONEY MARKET.** The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.
- **MORTGAGE PASS-THROUGH SECURITIES.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.
- **MUNICIPAL SECURITIES.** Securities issued by state and local agencies to finance capital and operating expenses.
- **MUTUAL FUND.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).

A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

- **NEGOTIABLE CD.** A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).
- **PREMIUM.** The difference between the par value of a bond and the cost of the bond, when the cost is above par.
- **PREPAYMENT SPEED.** A measure of how quickly principal is repaid to investors in mortgage securities.
- **PREPAYMENT WINDOW.** The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.
- PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.
- PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."
- **REALIZED YIELD.** The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

- **REGIONAL DEALER.** A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.
- **REPURCHASE AGREEMENT.** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.
- **SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer's name.
- **STRUCTURED NOTE.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates for example, the yield on the ten-year Treasury note minus the SOFR rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.
- **SUPRANATIONAL.** A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.
- **TOTAL RATE OF RETURN.** A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.
- **U.S. TREASURY OBLIGATIONS.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.
- **TREASURY BILLS.** All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.
- **TREASURY NOTES.** All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.
- **TREASURY BONDS.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.
- **VOLATILITY.** The rate at which security prices change with changes in general economic conditions or the general level of interest rates.
- **YIELD TO MATURITY.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

City of San Rafael Investment Policy

PROPOSED June 2117, 2022 2024

The City Council of the City of San Rafael (the City) has adopted this Investment Policy (the Policy) in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the City. All such funds will be invested in accordance with this Policy and with applicable sections of the California Government Code. This Policy was endorsed and adopted by the City Council on the approved date noted above. It replaces any previous investment policy or investment procedures of the City.

SCOPE

It is intended that this Policy cover all short-term operating funds and investment activities of the City. These funds are accounted for in the annual audit report, and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

Additional funds that may be created from time to time shall be administered in accordance with the provisions of this Policy.

All cash shall be pooled for investment purposes. The investment income derived from the pooled investment account shall be allocated to the contributing funds based upon the proportion of the respective average balances relative to the total pooled balance in the investment portfolio. Investment income shall be distributed to the individual funds not less than annually.

OBJECTIVES

The City's funds shall be invested in compliance with all applicable City Municipal Codes, California State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

- 1. Preservation of capital and protection of investment principal.
- 2. Maintenance of sufficient liquidity to meet anticipated cash flows.
- 3. Attainment of a market value rate of return.
- 4. Diversification to avoid incurring unreasonable market risks.

DELEGATION OF AUTHORITY

The management responsibility for the City's investment program is delegated annually by the City Council to the Treasurer pursuant to California Government Code Section 53607. The Treasurer may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. The Treasurer shall maintain a list of persons authorized to transact securities business for the City. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

The City Manager and the Treasurer jointly shall develop written administrative procedures and internal controls, consistent with this Policy, for the operation of the City's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the City.

The City may engage the support services of outside investment advisors in regard to its investment program, so long as it can be clearly demonstrated that these services produce a net financial advantage or necessary financial protection of the City's financial resources.

PRUDENCE

The standard of prudence to be used for managing the City's investments shall be California Government Code Section 53600.3, the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses may be desirable in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the City.

The Treasurer and authorized investment personnel acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion to the City Manager and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or that could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any business interests they have in financial institutions that conduct business with the City and they shall subordinate their personal investment transactions to those of the City. In addition, the City Manager and the Treasurer shall file a Statement of Economic Interests each year pursuant to California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

AUTHORIZED SECURITIES AND TRANSACTIONS

All investments and deposits of the City shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that, pursuant to California Government Code Section 5903(e), proceeds of bonds and any moneys set aside or pledged to secure payment of the bonds may be invested in securities or obligations described in the ordinance, resolution, indenture, agreement, or other instrument providing for the issuance of the bonds. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Any revisions or extensions of these code sections will be assumed to be part of this Policy immediately upon being enacted. However, in the event that amendments to these sections conflict with this Policy and past City investment practices, the City may delay adherence to the new requirements when it is deemed in the best interest of the City to do so. In such instances, after consultation with the City's attorney, the City Manager and the Treasurer will present a recommended course of action to the City Council for approval. In accordance with California Government Code listed above, the "Total Portfolio" includes all investments and deposits including funds in any money market accounts and governmental pools such as LAIF. Any percentage limitations are deemed to be calculated on the "Total Portfolio" and are measured based on the cost-market value of the investment at the time of purchase. Minimum credit quality requirements apply at time of purchase.

The City has further restricted the eligible types of securities and transactions as follows:

- United States Treasury bills, notes and bonds and other government obligations for which
 the full faith and credit of the United States are pledged for the payment of principal and
 interest with a final maturity not exceeding five years from the date of trade settlement.
 There are no limits on the dollar amount or percentage that the City may invest in U.S.
 Treasury obligations
- 2. Federal Agency securities or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises with a final maturity not exceeding five years from the date of trade settlement. No more than 30% of the portfolio may be invested in any single Agency/GSE issuer. The maximum percent of agency callable securities in the portfolio will be 20%.

- 3. <u>Federal Instrumentality</u> (government sponsored enterprise) debentures, discount notes, callable and step-up securities, with a final maturity not exceeding five years from the date of trade settlement.
- 4.3. Mortgage and Asset-Backed Obligations: Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-pass-through certificate, or consumer receivable-backed bond from issuers not defined in paragraphs 1 and 2 of the Authorized Securities and Transactions section of this policy, with a final maturity not exceeding five years from the date of trade settlement. Investments in mortgage and asset-backed obligations shall be issued by an issuer rated at least "A" or the equivalent by a nationally recognized statistical rating organization (NRSRO) and the security shall be rated at least in a rating category of "AA" or the equivalent or better by at least one nationally recognized statistical rating organization (NRSRO). Purchases of securities authorized by this section may not exceed 20% of the City's total portfolio. No more than 5% of the portfolio may be invested in any single asset-backed or commercial mortgage security issuer.
- 5.4. <u>Supranational Securities:</u> United States dollar denominated, senior unsecured and unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum maturity not exceeding five years from the date of trade settlement, and eligible for purchase and sale within the United States. Investments in supranational securities shall be rated at leastin a rating category of "AA" or the equivalent or better by at least one NRSRO and shall not exceed 4530% of the City's total portfolio. No more than 10% of the portfolio may be invested in any single issuer.
- 6.5. Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated at least in a rating category of "A" or the equivalent or better by at least one NRSRO. No more than 5% of the portfolio shall be invested in medium-term notes of any one issuer, and the aggregate investment in medium-term notes shall not exceed 30% of the City's total portfolio.
- 7.6. Negotiable Certificates of Deposits (CDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank of commercial banks rated at least A-1, or the equivalent or better by at least one NRSRO, or with long-term obligations rated in a rating category of "A" or the equivalent or better by at least one NRSRO, with maturities not exceeding five years from the date of trade settlement. Amounts up to the FDIC limit do not require any credit ratings. Amounts above the FDIC limit must follow the credit requirements listed above. In addition, the City may not invest in the CD of a state or federal credit union where any person with investment decision making authority at the City also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit. No more

than 5% of the portfolio may be invested in the CDs of any one issuer, and the aggregate investment in CDs shall not exceed 30% of the portfolio.

8.7. Non-negotiable Certificates of Deposit and savings deposits with a maturity not exceeding five years from the date of trade settlement, in FDIC insured state or nationally chartered banks or savings banks that qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5. No more than 5% of the portfolio may be invested in the CDs of any one issuer, and the aggregate investment in CDs shall not exceed 3020% of the portfolio.

Deposits in excess of the insured amount shall be secured pursuant to California Government Code Section 53651 and 53652. The City shall comply with and act to secure compliance with the security (collateralization) system specified in the Government Code Section 53649 and 56652.

Deposits may be placed using a private sector entity that assists in the placement of deposits per section 53601.8 and 53635.8 in the Government Code. No more than 5% of the portfolio may be invested through any one private sector entity that assists in the placement of such deposits and the aggregate investment in CDs shall not exceed 3020% of the portfolio.

- 8. Municipal Securities including obligations of the State of California and any local agency within the State of California, including Special Assessment District Obligations issued by the City of San Rafael as Limited Obligation Improvement Bonds related to special assessment districts and special tax districts. Municipal securities shall be rated in a rating category of "A" or its equivalent or better by at least one NRSRO. No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be in Municipal Securities. The maximum maturity shall not exceed five (5) years. Investment in Special Assessment District Obligations issued by the City of San Rafael as Limited Obligation Improvement Bonds such obligations requires the approval of the City Council and maturities may extend to 30 years from the date of trade settlement.
- 9. Municipal Securities (Registered Treasury Notes or Bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO. No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be in Municipal Securities. The maximum maturity does not exceed five (5) years.
- 9.10. Prime Commercial Paper with a maturity not exceeding 270 days from the date of purchase with the highest ranking or of the highest letter and number rating as provided for by a at least one NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:
 - A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of five \$500,000,000 and

- (3) Have debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
- B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not represent more than 10% of the outstanding commercial paper of any single corporate issuer. No more than 5% of the City's total portfolio, shall be invested in the commercial paper of any one issuer, and the aggregate investment in commercial paper shall not exceed 25% of the City's total portfolio.

- 40.11. Eligible Banker's Acceptances issued by FDIC insured commercial banks, rated at least A-1 or the equivalent or better by at least one NRSRO with maturities not exceeding 180 days from the date of purchase. If issuers have senior debt outstanding, it shall be rated in a rating category of at least "A" or the equivalent or better by at least one NRSRO. No more than \$2,000,000 shall be invested in banker's acceptances of any one commercial bank, and the aggregate investment in banker's acceptances shall not exceed 40% of the City's total portfolio.
- 11.12. Repurchase Agreements with a final termination date not exceeding one year collateralized by U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in items 1 or, 2 and 3 above with the maturity of the collateral not exceeding five years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of the City's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in the City's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure. Repurchase agreement counterparties shall execute a City approved Master Repurchase Agreement with the City. The Treasurer shall maintain a copy of the City's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed same.

- 42.13. State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1.
- 14. Money Market Funds registered under the Investment Company Act of 1940 that (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of \$1.00; (3) invest only in United States Treasury securities, United States Agency securities and Federal Instrumentality securities and (4) have a rating of at least AAA or the equivalentequivalenting the highest letter and numerical rating by at least two NRSROs.

The aggregate investment in money market funds shall not exceed 4020% of the City's total portfolio.

13. Collateralized Bank Deposits. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

It is the intent of the City that the foregoing list of authorized securities and transactions is strictly interpreted. Any deviation from this list must be preapproved by resolution of the City Council.

PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least \$100,000,000 in securities owned and invested.
- <u>Direct investments in issuers whose primary business revenue is derived from the exploration, extraction, and processing of fossil fuels.</u>

INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

PORTFOLIO MATURITIES AND LIQUIDITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. The City will not invest in securities maturing more than five years from the date of purchase, unless the City Council has by resolution granted authority to make such an investment at least three months prior to the date of investment.

MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has granted authority to make such an investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment. Investment in Special Assessment District Obligations issued by the City of San Rafael as Limited Obligation Improvement Bonds requires the approval of the City Council and maturities may extend to 30 years from the date of trade settlement.

RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
 - Any actions taken related to the downgrade by the investment manager will be communicated to the Treasurer in a timely manner.
 - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

SELECTION OF BROKER/DEALERS

The Treasurer shall maintain a list of broker/dealers authorized for investment purposes, and it shall be the policy of the City to purchase securities only from those authorized firms. To

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be eligible, a firm must be licensed by the State of California as a broker/dealer as defined in Section 25004 of the California Corporations Code, and:

- 1. be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within its holding company structure, or
- 2. report voluntarily to the Federal Reserve Bank of New York, or
- 3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The City may engage the services of investment advisory firms to assist in the management of the portfolio and investment advisors may utilize their own list of approved Broker/Dealers. Selection of broker/dealers used by an external investment advisor retained by the City will be at the sole discretion of the advisor Such Broker/Dealers will comply with the selection criteria above and the list of approved firms shall be provided to the City on an annual basis or upon request.

In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's portfolio, authorized broker/dealers shall attest in writing that they have received and reviewed a copy of this policy and annually update a City approved Broker/Dealer Information Request form which includes the firm's most recent financial statements. The Treasurer shall maintain a list of the broker/dealers that have been approved by the City, along with each firm's most recent broker/dealer Information Request form.

The City may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 5 of the Authorized Securities and Transactions section of this Policy.

COLLATERALIZATION

Certificates of Deposit (CDs). The City shall require any commercial bank or savings and loan association to deposit eligible securities with a City of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

Collateralization of Bank Deposits. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

Repurchase Agreements. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

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- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that collateralize a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

COMPETITIVE TRANSACTIONS

Where possible, Eeach investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the City is offered a security for which there is no other readily available competitive offering, the Treasurer will document quotations for comparable or alternative securities. . . When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

SELECTION OF BANKS

The Treasurer shall maintain a list of banks that are approved to provide banking services for the City. To be eligible for authorization, a bank must be a member of the FDIC and shall qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5.

SAFEKEEPING AND CUSTODY

The Treasurer shall select one or more banks to provide safekeeping and custodial services for the City, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping Agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City will be delivered by book entry and will be held in third-party safekeeping by a City approved custodian bank, or its Depository Trust Company (DTC) participant account.

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The City's custodian shall be required to furnish the City a list of holdings on at least a monthly basis and safekeeping receipts or customer confirmations shall be issued for each transaction.

PORTFOLIO PERFORMANCE

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the City's investments shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's actual weighted average effective maturity. When comparing the performance of the City's portfolio, its rate of return will be computed net of all fees and expenses return of a similar duration readily available market benchmark.

REPORTING

On a quarterly basis, the Treasurer shall submit to the Council a report of the investment earnings and performance results of the City's investment portfolio. The report shall include the following information:

- 1. Investment type, issuer, date of purchase, purchase price, date of maturity, par value, current rate of interest and dollar amount invested in all securities, and investments and monies held by the City;
- 2. A description of the funds, investments and programs;
- 3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
- 4. Overall portfolio yield based on historical cost;
- 5. Weighted average final maturity and weighted average effective maturity;
- 6. A statement of compliance with this Policy or an explanation for not-compliance;
- 7. A description of any of the City's funds, investments or programs that are under the management of contracted parties, including lending programs; and
- 8. A statement of the ability to meet expenditure requirements for six months, as well as an explanation of why money will not be available if that is the case.

The Treasurer shall submit to the Council a report of any changes affecting more than 15% of the investment portfolio within 30 days of such change.

POLICY REVIEW

This Investment Policy shall be reviewed and approved by City Council annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends. Any additional amendments to this Investment Policy shall be submitted to the City Council for approval.

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GLOSSARY OF INVESTMENT TERMS

- AGENCIES. Shorthand market terminology for any obligation issued by a governmentsponsored entity (GSE), or a federally related institution. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:
 - **FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.
 - FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.
 - **FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.
 - **FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.
 - **GNMA.** The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.
 - PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.
 - TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.
- **ASKED.** The price at which a seller offers to sell a security.
- ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.
- AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.
- BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.
- **BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.
- **BID.** The price at which a buyer offers to buy a security.
- **BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.
- <u>CALLABLE.</u> A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor

- may receive its principal back when interest rates are lower than when the investment was initially made.
- <u>CERTIFICATE OF DEPOSIT (CD).</u> A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.
- <u>Service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.</u>
- <u>COLLATERAL.</u> Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.
- <u>COLLATERALIZED MORTGAGE OBLIGATIONS (CMO).</u> Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.
- **COMMERCIAL PAPER.** The short-term unsecured debt of corporations.
- <u>Cost YIELD.</u> The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.
- **COUPON.** The rate of return at which interest is paid on a bond.
- CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.
- <u>Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.</u>
- **DEALER.** A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.
- **DEBENTURE.** A bond secured only by the general credit of the issuer.
- <u>DELIVERY VS. PAYMENT (DVP).</u> A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.
- DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.
- <u>Discount.</u> The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other

- securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.
- **DIVERSIFICATION.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.
- <u>DURATION.</u> The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).
- FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.
- <u>FEDERAL OPEN MARKET COMMITTEE.</u> A committee of the Federal Reserve Board that <u>establishes monetary policy and executes it through temporary and permanent</u> <u>changes to the supply of bank reserves.</u>
- **LEVERAGE**. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.
- **LIQUIDITY.** The speed and ease with which an asset can be converted to cash.
- LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.
- LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.
- MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."
- MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.
- MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.
- MARKET VALUE. The price at which a security can be traded.
- MARKING TO MARKET. The process of posting current market values for securities in a portfolio.
- **MATURITY.** The final date upon which the principal of a security becomes due and payable.
- MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.
- Modified Duration. The percent change in price for a 100 basis point change in yields.

 Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

- MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.
- Mortgage Pass-Through Securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.
- MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.
- MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).

A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

- NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).
- **PREMIUM.** The difference between the par value of a bond and the cost of the bond, when the cost is above par.
- **PREPAYMENT SPEED.** A measure of how quickly principal is repaid to investors in mortgage securities.
- PREPAYMENT WINDOW. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.
- PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.
- PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."
- REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

- REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.
- REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.
- **SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer's name.
- STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates for example, the yield on the ten-year Treasury note minus the SOFR rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.
- <u>SUPRANATIONAL.</u> A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.
- TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.
- <u>U.S. Treasury Obligations.</u> Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.
- TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.
- TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.
- TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.
- **VOLATILITY.** The rate at which security prices change with changes in general economic conditions or the general level of interest rates.
- YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

December 29, 2022

William Dennehy II, CFA, Co-Chief Investment Officer Carlos Oblites, Senior Portfolio Strategist

Chandler Asset Management 6225 Lusk Boulevard San Diego, CA 92121

RE: Client Directive Regarding Management of the City of San Rafael Investment Program

Dear Messrs. Dennehy and Oblites,

The City of San Rafael entered into a discretionary investment advisory agreement with Chandler Asset Management, a SEC-registered investment advisor, to manage a portion of the City's investment assets in a disciplined, active manner that complies with the City's primary objectives of safety, liquidity and return on investment, as stated in the City of San Rafael Investment Policy.

After a recent consultation with Chandler's investment team, the City agreed to implement a strategy for its core funds that invests in a diversified portfolio of US dollar-denominated fixed income securities managed in compliance with the City's investment policy.

- Chandler will make best efforts to maintain the City's market risk, as measured by modified duration, within +/- 10% of the duration of the ICE BofA 1-3 Year US Treasury & Agency Index.
- Chandler will implement the strategy incrementally, as market changes provide opportunities to position the target duration.
- Until further notice, Chandler Asset Management will refrain from making any direct investments in issuers whose primary business revenue is derived from the exploration, extraction, and processing of fossil fuels.

This directive is in effect as of the date of this memo and will remain in effect until it is replaced by a revised directive.

Respectfully,

Nadine Atieh Hade

Administrative Services Director

City of San Rafael, California

Agenda Item 6.c Final Citywide Budget for Fiscal Year 2024-25

https://www.cityofsanrafael.net/council/6-c-final-citywide-budget-for-fiscal-year-2024-25.pdf



Agenda Item No: 6.d

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office/Human Resources

Prepared by: Angela Robinson Piñon,

Assistant City Manager

Marissa Sanchez, Human

Resources Director

City Manager Approval:

y Manager

TOPIC:

SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, LOCAL 1

(AFSCME/LOCAL 1)

SUBJECT:

RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, LOCAL 1 (AFSCME/LOCAL 1), BEGINNING JULY 1, 2024 THROUGH JUNE 30, 2027

RECOMMENDATION:

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the American Federation of State, County & Municipal Employees, Local 1 (AFSCME/Local 1) beginning July 1, 2024, and ending June 30, 2027.

BACKGROUND:

The American Federation of State, County & Municipal Employees, Local 1 (AFSCME/Local 1) represents seven employees in various departments within the City of San Rafael. The most recent Memorandum of Understanding ("MOU") for AFSCME/Local 1 will expire on June 30, 2024. Representatives of the City and AFSCME/Local 1 have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and AFSCME/Local 1 signed a total package tentative agreement for a three-year successor MOU effective July 1, 2024, and AFSCME/Local 1 membership ratified the proposal on June 7, 2024.

The City's negotiations were informed by the following:

- Fiscal Sustainability and Predictability
 - Revenue Assumptions
 - Expenditure Assumptions
 - Inflation and recession predictions
- Three-year MOUs
- Recruitment and Retention of Employees

FOR CITY CLERK ONLY	•
Council Meeting:	
Disposition:	

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- Vacancy and Attrition Rates
- Hard to fill job classifications
- Compensation of Comparable Agencies as Specified in the Current MOU
- Internal Equity and Compaction

ANALYSIS:

The following Article summarizes the terms and significant economic items in the successor MOU between the City and AFSCME/Local 1. In addition to the economic items, some operational items were addressed in the final agreement.

- 1. Term of the Agreement: July 1, 2024, through June 30, 2027
- 2. Salary Increase (Article 3.1.2): All classifications in the bargaining group will receive a 3.0% general salary increase each year of the MOU. In addition, individual classifications will receive equity adjustments based on the labor market adjustment agreed to for each position. The total value of the salary increases applied across the bargaining group is as follows:
 - a. Year 1: A 3.0% cost of living increase and a 1.0% to 6.0% equity adjustment (dependent upon position) for a total increase of 4.0% to 9.0%
 - b. Year 2: A 3.0% cost of living increase and a 1.0% to 5.0% equity adjustment (dependent upon position) for a total increase of 4.0% to 8.0%
 - c. Year 3: A 3.0% cost of living increase and a 1.0% to 4.0% equity adjustment (dependent upon position) for a total increase of 4.0% to 7.0%

The salary schedule included in the attached MOU authorizes the proposed new salary range for each position.

3. Full Flex Cafeteria Plan (Article 4.2.1): To address rising healthcare costs and improve the City's ability to recruit and retain employees and to improve the market position among comparator agencies, employees will receive an increase in their monthly Flex Dollar Allowance as noted below:

Health Tier	Current		Increase		Effective Dec 2024	
Employee Only	\$	878.00	\$	72.00	\$	950.00
Employee +1 dependent	\$	1,756.00	\$	144.00	\$	1,900.00
Employee + Family	\$	1,935.33	\$	464.67	\$	2,400.00

For the term of this MOU, on December 15, 2025, and December 15, 2026, the flex dollar amount shall increase up to a maximum of 5%, based on the Kaiser Bay Area premium rate increase. If the Kaiser Bay Area premium rate increase is between 10%-15%, the City and employees represented by SRFCOA will split the cost of the increase above ten percent (10%) evenly. Should the rate increase exceed 15%, the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. Upon expiration of the MOU, the flex dollar amount increase shall revert back to a maximum of 3%, based on the Kaiser Bay Area premium rate increase.

4. Bilingual Pay (Article 3.5.3): Increases compensation for employees fluent in a language other

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than English. Employees who demonstrate proficiency in speaking and writing a language may receive up to an additional \$250.00 monthly.

- 5. Non-Economic Items: In addition to the items discussed above, an agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU Articles includes:
 - <u>Gender Neutral Language</u> (Throughout MOU): Replaced references to "he," "she," "his," and "hers" with "they," "them," and "their."
 - Holidays Days Observed (Article 5.3.1): Incorporates side letter recognizing Juneteenth as a City holiday.
 - Bereavement Leave (Article 5.4.1): Updated existing bereavement language to comply with changes in state law.
 - <u>Paid Parental Leave</u> (Article 5.4.9): Provides 300 hours of paid parent leave for employees following the birth or adoption of a child.
 - End of Life Care Leave (Article 5.4.10): Provides up to 80 hours of paid leave for an employee who is providing care to a family member at the end of their life.

FISCAL IMPACT:

The current total annual salary and benefit cost for the 7 employees of AFSCME/Local 1 is \$1,089,680. The additional ongoing incremental cost of the successor MOU beyond the fiscal year 2023-24 budget is:

	Incremental FY 2024-25	Incremental FY 2025-26	Incremental FY 2026-27
Wages:			
Salary	\$38,367	\$38,825	\$34,285
Other Costs:			
Pension*	\$16,718	\$16,921	\$14,920
Taxes (Medicare, WC)	\$1,466	\$1,483	\$1,310
Benefits	\$12,422	\$6,238	<u>\$6,415</u>
Total Annual Incremental Costs:	\$68,973	\$63,467	\$56,930
Total Over Term of Contract	\$206,919	\$126,934	\$56,930
			\$390,783

^{*}This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.

Over the term of the agreement, the contract costs are \$390,783 for an effective date of July 1, 2024. The increase in compensation included in this resolution is being reflected in the City's FY2024/25 budget and updated budget projections.

OPTIONS:

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

- Adopt the resolution
- Adopt resolution with modifications.

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- Direct staff to return with more information.
- Take no action.

RECOMMENDED ACTION:

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the American Federation of State, County & Municipal Employees, Local 1 (AFSCME/Local 1) beginning July 1, 2024, and ending June 30, 2027.

ATTACHMENTS:

- 1. Resolution with attached MOU between the City of San Rafael and the American Federation of State, County & Municipal Employees, Local 1 (AFSCME/Local 1) for July 1, 2024, to June 30, 2027 (and all attachments)
- 2. Draft MOU with tracked changes

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, LOCAL 1 (AFSCME/LOCAL 1) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2024 THROUGH JUNE 30, 2027)

WHEREAS, the City of San Rafael and representatives of American Federation of State, County & Municipal Employees, Local 1 (AFSCME/Local 1) have met and conferred in good faith with regard to wages, hours and working conditions in accordance with the provisions of the Meyers-Milias-Brown Act; and

WHEREAS, a Memorandum of Understanding ("MOU") pertaining to the three-year period from July 1, 2024, through June 30, 2027, has been ratified by AFSCME/Local 1 members.

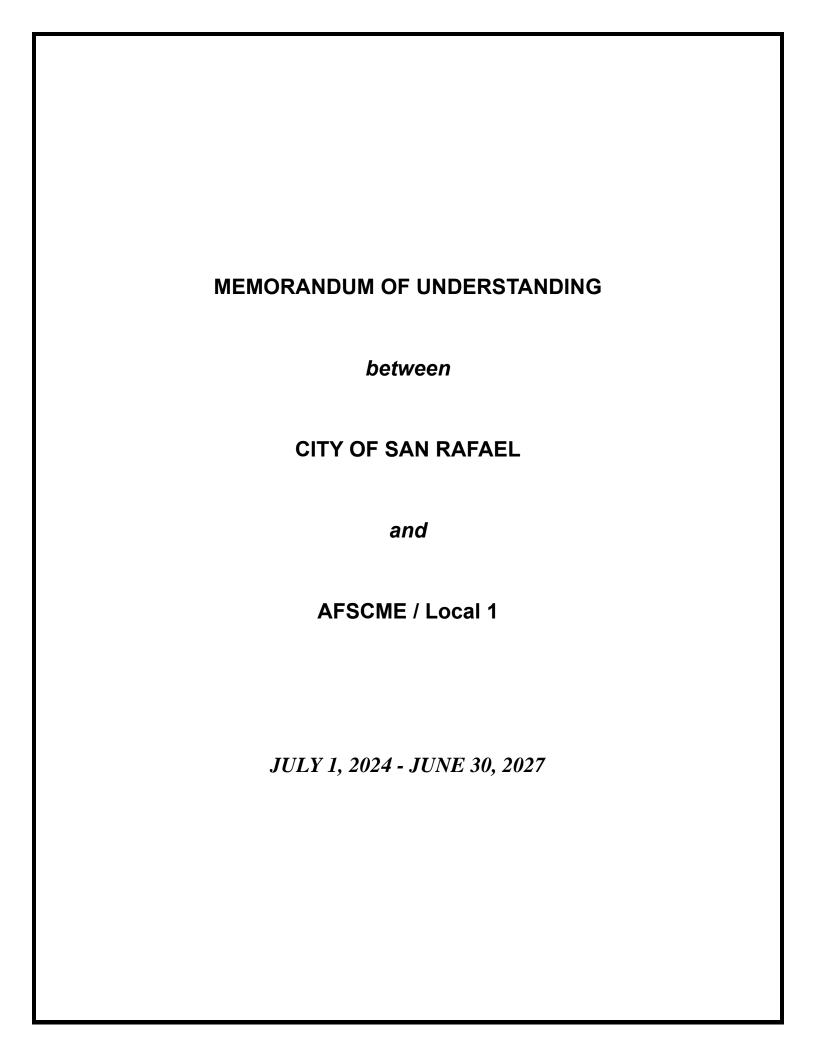
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

<u>Section 1:</u> From and after the date of adoption of this Resolution, the City of San Rafael and AFSCME/Local 1 shall utilize the MOU for the period beginning July 1, 2024, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by AFSCME/Local 1.

<u>Section 2:</u> The schedules describing classes of positions and salary ranges are attached to said MOU and, together with the MOU itself, are hereby adopted and shall be attached hereto and incorporated in full.

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 the City of San Rafael, held on the 17th of June 2024, by the following vote, to wit:

AYES:	Councilmembers:	
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
		Lindsay Lara, City Clerk



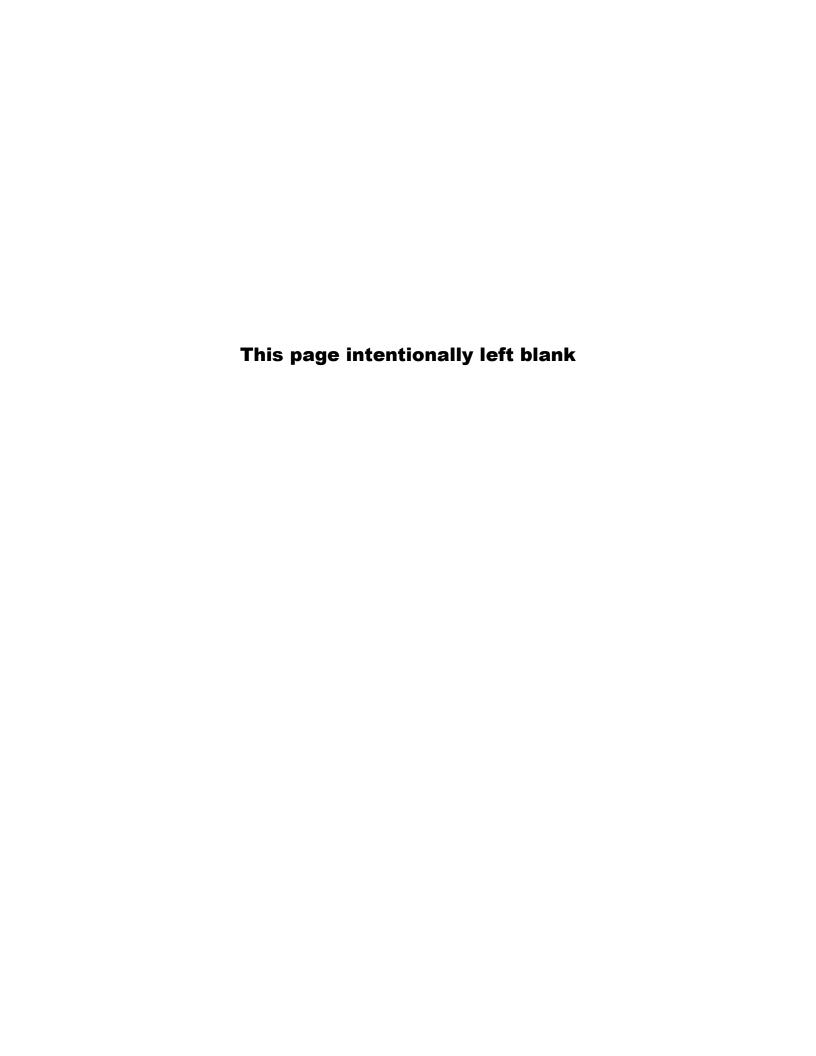


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Exhibit A Salary Schedule for July 1, 2024 – June 30, 2027

Exhibit B Temporary Employees

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

AFSCME / PUBLIC EMPLOYEES UNION, LOCAL 1

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2024 through June 30, 2027.

As used in this Memorandum of Understanding, the words "days" or "working days" shall be deemed to mean those days of the week that the City Hall of the City of San Rafael is open for business, unless there is a specific reference to calendar days.

1 GENERAL PROVISIONS

1.1 Introduction

1.1.1 Scope of Agreement

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and the Public Employees Union AFSCME / Local 1 (herein-after called "AFSCME / Local 1") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

1.1.2 Term of MOU

This agreement shall be in effect from July 1, 2024 through June 30, 2027.

1.2 RECOGNITION

1.2.1 Bargaining Unit

City hereby recognizes AFSCME / Local 1 as bargaining representative for the purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the Bargaining Unit.

1.2.2 Notice to Employees

Whenever a person is hired in any of the job classifications set forth herein, City shall notify such person that AFSCME / Local 1 is the recognized bargaining representative for employees in that classification.

1.3 Non-DISCRIMINATION

1.3.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, marital status, medical condition or disability. Any employee alleging such discrimination should use the internal, administrative process explained in the City of San Rafael's Policy Against Harassment, Discrimination and Retaliation to redress the situation. Such employees shall be entitled to AFSCME / Local 1 representation but are not entitled to seek redress using the grievance procedure of this MOU.

1.3.2 Bargaining Unit Discrimination

No member, official, or representative of AFSCME / Local 1 shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation by the Bargaining Unit.

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and AFSCME / Local 1 agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

1.5 Existing Laws, Regulations & Policies

This agreement is subject to all applicable laws of the State of California, ordinances, regulations, and policies of the City of San Rafael.

1.6 STRIKES & LOCKOUTS

During the term of this Memorandum, the City agrees that it will not lock out employees, and AFSCME / Local 1 agrees that it will not agree to, encourage or approve any strike or slowdown growing out of any dispute relating to the terms of this Agreement. The Bargaining Unit will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the City that all matters of controversy within the scope of this Agreement shall be settled by established procedures set forth in the City's Charter, ordinances, and regulations, as may be amended from time to time.

1.7 SEVERABILITY

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall, if possible, enter into meet-and-confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.8 PREVAILING RIGHTS

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulation, ordinance or resolution, which are not specifically superseded by this Memorandum of Understanding, shall remain in full force and effect throughout the term of this Agreement.

1.9 Full Understanding, Modification, Waiver

1.9.1 Understanding

The parties jointly represent to the City Council that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein.

1.9.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum.

The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring by mutual agreement.

2 MMBA

2.1 BARGAINING UNIT RIGHTS

2.1.1 Bargaining Unit Stewards Designation

The Bargaining Unit shall, by written notice to the City Manager, designate certain of its members as AFSCME / Local 1 Representatives. AFSCME / Local 1 Representatives shall be permitted reasonable time for Bargaining Unit activities including grievance representation. In all cases, the Representatives shall secure permission from the Representative's supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

AFSCME / Local 1 Representatives, for salary discussions, shall be in accordance with Meyers-Milias-Brown Act (MMBA.

2.1.2 Bulletin Boards

Authorized representatives of the Bargaining Unit shall be allowed to post AFSCME / Local 1 notices on specified bulletin boards maintained on City premises.

2.1.3 Union Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Union, as soon as possible the City will inform the employee that they are represented by the Union, inform the employee of the terms and provisions of this Memorandum of Understanding and will provide said employee with a copy of the current Memorandum of Understanding. The City shall make available up to two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Union. In addition, the City will also provide reasonable advance written notice to the Union of all employee orientations conducted by the City for its members, to include the date, time, and location of the orientation. Written notice shall be via email.

The Union will be afforded the opportunity to have the Business Agent and/or a bargaining unit member (City employee) as representatives to meet with the new employee(s). The Union's new employee orientation will be conducted during regular working hours on paid City time and at a mutually agreeable time approved by department management. At no time shall the Union's new employee orientation result in any overtime or additional costs to the City. The Union will provide the City advance notice of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

2.1.4 Employee Information

The City shall provide the Union with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Union every 120 days. In addition, a report with similar information of each Union new hire will be provided to the Union within 30 days of the hire date.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

City agrees, upon receipt of a written request by the Bargaining Unit to deduct dues and voluntary Bargaining Unit deductions selected by members, as established by AFSCME / Local 1, from the salaries of its members. The Bargaining Unit shall notify the City in writing as to the amount of such dues uniformly required of all members of AFSCME / Local 1. The sums so withheld shall be remitted by City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Bargaining Unit bears responsibility for allocating dues and voluntary deductions pursuant to employees' requests.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over AFSCME / Local 1 dues.

2.2.2 Dues Collection during Separation from Employment

The provisions specified above (Section 2.2.1.) shall not apply during periods of separation from the Bargaining Unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to representation by the Bargaining Unit. The term separation includes transfer out of the Bargaining Unit, layoff, and leave without pay absences with duration of more than five (5) working days.

2.2.3 Indemnification

Moneys withheld by the City shall be transmitted to the Treasurer (as identified in writing by AFSCME / Local 1) at the address specified. The Bargaining Unit shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of check off of employee organization dues or service fees. In addition, the Bargaining Unit shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.3 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and excessively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- 1. To manage the City generally and to determine the issues of policy;
- 2. To determine the existence of facts which are the basis of the management decision;
- 3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services;

- 4. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- 5. Methods of financing;
- 6. Types of equipment or technology to be used;
- 7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
- 8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right (after effect bargaining) to contract for or subcontract any work or operation of the City;
- 9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- 10. To relieve employees from duties for lack of work or other legitimate reasons;
- 11. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations and this MOU;
- 12. To determine job classifications and to reclassify employees;
- 13. To hire, transfer, promote and demote employees in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
- 14. To determine policies, procedures and standards for selection, training and promotion of employees;
- 15. To establish and modify employee and organizational performance and productivity standards and programs including but not limited to, quality and quantity standards; and to require compliance therewith;
- 16. To maintain order and efficiency in its facilities and operations;
- 17. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement:
- 18. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and AFSCME / Local 1 agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Meyers-Milias-Brown Act (MMBA), case law interpreting said acts, and/or Federal law, the City shall have the duty to meet and confer with the Bargaining Unit regarding the impact of its decision/exercise of rights.

3 COMPENSATION

3.1 GENERAL WAGES AND COMPENSATION

3.1.1 Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a holiday falls on a payday, the payday will be transferred to the following day of regular business unless Finance is able to complete the payroll by the previous work day. The method of distributing the payroll shall be established by the Finance Director.

3.1.2 General Wage Increase

The City shall provide the following salary increases for the listed positions in each year of the MOU, with Year 1 salary increases to become effective July 1, 2024; or, on the first pay period after Council's approval – whichever occurs later in time:

Administrative Assistant to Police Chief, Administrative Assistant to the City Manager, Senior Administrative Assistant (Confidential), Administrative Assistant I/II (Confidential):

- 3.0% cost of living adjustment plus 3.0% equity adjustment (6.0% total) in Year 1
- 3.0% cost of living adjustment plus 2.5% equity adjustment (5.5% total) in Year 2
- 3.0% cost of living adjustment plus 2.0% equity adjustment (5.0% total) in Year 3

Legal Assistant I/II, Human Resources Representative I/II, and Human Resources Assistant

- 3.0% cost of living adjustment plus 2.5% equity adjustment (5.5% total) in Year(s) 1 and
- 3.0% cost of living adjustment plus 1.0% equity adjustment (4.0% total) in Year 3

Payroll Technician and Payroll Administrator

• 3.0% cost of living adjustment plus 1.0% equity adjustment (4.0% total) in Year(s) 1, 2, and 3

Management Analyst and Associate Management Analyst

- 3.0% cost of living adjustment plus 6.0% equity adjustment (9.0% total) in Year 1
- 3.0% cost of living adjustment plus 5.0% equity adjustment (8.0% total) in Year 2
- 3.0% cost of living adjustment plus 4.0% equity adjustment (7.0% total) in Year 3

Principal Accountant and Senior Accountant

- 3.0% cost of living adjustment plus 2.0% equity adjustment (5.0% total) in Year(s) 1 and 2
- 3.0% cost of living adjustment plus 1.0% equity adjustment (4.0% total) in Year 3

All Other Classifications

 3.0% cost of living adjustment plus 1.0% equity adjustment (4.0% total) in Year(s) 1, 2, and 3

3.1.3 Definitions

Total Compensation shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, bilingual pay, confidential pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

The **CPI** shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending each October during the term of the contract.

3.1.4 Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, steps and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

All initial employment shall be at the first step of the salary range. The City Manager or their designee may authorize, upon the recommendation of the Appointing Authority, a position at an appropriate higher salary when, in their opinion, it is necessary in order to obtain qualified personnel or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step.

3.2 STEP INCREASES

3.2.1 Entry Level Step

All initial employment shall be at the first step of the salary range, provided that the City Manager may make an approintment to a position at an appropriate higher salary when, in their opinion, it is necessary to obtain qualified personnel, or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step.

3.2.2 Consideration for Step Increases

An employee may be considered for an annual salary step increase in accordance with their anniversary date and the parameters of the salary schedule, as referenced in Exhibit A. Unless otherwise noted, salary schedule increases within established salary ranges are scheduled at yearly intervals. Advancement to a higher salary step within an established salary range is granted for continued improvements and efficient and effective work by the employee in the performance of their duties.

3.2.3 Merit Increases

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approval of the City Manager. Employees at the maximum step of their salary range may be granted a merit performance step increase of five percent (5%) above and beyond their salary range, either in a one-time lump sum payment or as a percent increase per paycheck for the designated period of time. Merit pay awards may be granted in recognition of meritorious performance on complex special project(s) of significant value to the organization and beyond the scope of regular duties in response to extraordinary conditions. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn and is not a disciplinary action and is not appealable.

3.2.4 Anniversary Date

Effective 1-1-89, the anniversary date for employees promoted on or after this date shall remain unchanged. Based upon job performance, as measured by a Performance Evaluation, employees may receive consideration for a step increase within their salary range on their anniversary date.

3.2.5 Promotions

Employees promoted to higher-level positions shall be placed at the step in the new salary range that will provide, at a minimum, a five (5%) increase (unless that would exceed the top step in the salary range).

3.2.6 Performance Evaluations

Prior to the completion of the probationary period, a minimum of one performance evaluation report shall be reviewed with the employee, but such report and review shall not be required prior to separating an employee during the probationary period.

Upon completion of the probationary period, a performance report shall be prepared and reviewed yearly thereafter for each employee in the Classified Service, as a means of determining whether in-grade salary increases are merited, and/or as a means of improving employee performance and communication between supervisors and subordinates.

3.3 SALARY CHANGE ON RECLASSIFICATION

If an occupied position is reclassified the incumbent shall be affected as outlined below:

3.3.1 To a Lower Classification

When a position is re-allocated to a lower classification, the incumbent is either:

- 1. Transferred to a vacant position in the former classification; or
- 2. If the incumbent's current salary is greater than the top step of the lower classification, Y-rated at the current salary until the salary of the lower classification is at or above the Y-rate.

3.3.2 To a Different Classification with the Same Salary Range

When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification, in which they shall be paid at the same step of the range and shall maintain the same salary rights.

3.3.3 To a Higher Classification

When a position is reclassified to a classification with a higher salary range, the incumbent is moved into the higher classification with the position, except in the circumstances prescribed below. Placement in the salary range shall be in accordance with the appropriate salary schedule.

If the duties upon which the reclassification are based could have been assigned to any of a number of employees in that classification within the division or department, then a promotional exam is held for the reclassified position. Such an exam is a departmental only recruitment limited to employees within that classification. If the incumbent is not successful in this competitive process, she/he is assigned to the position vacated by the promotion.

3.4 OUT OF CLASS COMPENSATION

Employees assigned in writing by their supervisor to perform work in a higher paid classification, shall be compensated at a rate 5% greater than the employee's current base salary. The out-of-class increase shall be retroactive to the first day of the assignment. If the assignment extends beyond four consecutive weeks, then the employee shall be compensated at the lower step of the classification within which the duties fall if that is greater.

3.5 ADDITIONAL PAY

3.5.1 Confidential Pay

Effective 2009, the Confidential Pay incentive for all members is included in the base salary.

3.5.2 Educational Pay

Education Pay is included in the base salary.

3.5.3 Bilingual Pay

Within the job classifications represented by the Bargaining Unit, provisions are hereby established whereby an employee may receive bilingual pay for full fluency in a foreign language.

Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition to their Department Director for this bilingual pay incentive. With the Department Director's recommendation and on review by the Human Resources Director and approval of the City Manager, the employee may begin to receive this bilingual pay incentive.

Criteria for approval of the bilingual pay incentive by the City Manager include:

- a. Certification by a recognized school of the appropriate skill level; and/or
- b. Demonstrated ability of the proficiency level on the job; and
- c. Department Director's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.

An employee approved for the bilingual pay incentive and required in the performance of their duties to converse with the public in a language other than English shall receive an additional \$200.00 per month above their base salary.

Employees who also translate official written documents to or from a language other than English shall receive an additional \$50.00 for a total of \$250.00 per month above their base salary.

This bilingual pay incentive shall be reviewed annually and as long as the employee demonstrates (by work experience or re-testing, as determined by the City of San Rafael) the full fluency skill level; and as long as the Department Director indicates the value of this skill to the department and the employee in the completion of their regular work assignments.

Removal of the bilingual pay incentive would be considered a non-disciplinary action and as such would not be subject to any appeal/grievance procedure.

3.5.4 Uniform Allowance

Any AFSCME / Local 1 member required to purchase a uniform to meet departmental regulations shall be reimbursed for such cost.

4 BENEFITS

4.1 EMPLOYEE BENEFITS COMMITTEE

Both parties agree to continue to utilize the Employee Benefits Committee for ongoing review of benefit programs, cost containment and cost savings options. The Committee shall be made up of representatives of the SEIU, Police, Police Mid-Management, Fire, Fire Chief Officers Association, Western Council of Engineers, AFSCME / Local 1, Mid-Management Employees Association and Executive employees.

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010, the City implemented a Full Flex Cafeteria Plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's Full Flex Cafeteria Plan shall receive a monthly flex dollar allowance to purchase benefits under the plan.

The monthly flex dollar allowance effective the paycheck of July 1, 2024 shall be:

For employee only: \$878.00
For employee and one dependent: \$1,756.00
For employee and two or more dependents: \$1,935.33

The monthly flex dollar allowance effective the paycheck of December 15, 2024 shall be:

For employee only: \$ 950.00 For employee and one dependent: \$1,900.00 For employee and two or more dependents: \$2.400.00

Flex Dollar Increases for this MOU Term

Effective December 15, 2025, and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent $\{5.0\%$) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent $\{5.0\%$, the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent $\{10\%$) and is less than fifteen percent $\{15\%$), the City and the employee will split the cost of the increase above ten percent $\{10\%$) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent $\{15\%$), the City and AFSCME/Local 1 agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

Upon expiration of the MOU, the flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and their dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

<u>Conditional Opt-Out Arrangement:</u> An employee may elect to waive the City's health insurance coverage and receive a \$300 monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Coverage Plan.

3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation, or Federal and/or California agency guidance.

The City shall be responsible for paying premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5,000 life insurance and a \$5,000 AD&D benefit.

The City shall be responsible for paying premiums for a Long-Term Disability Policy for each employee that satisfies the eligibility provisions of the long-term disability policy. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$1,000 per month.

4.2.2 Retirees Health Insurance

Employees represented by AFSCME / Local 1 who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

- a. Employees hired on or before January 1, 2010. The City shall make a monthly retiree health insurance payment into a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's total payment, which includes the PEMHCA minimum contribution, shall not exceed \$659 per month. The City's retiree health contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.
 - Employees receive the pro-rated amount based on their status at the time of retirement. For example: if an employee works parttime and retires while working part-time, then the employee receives a pro-rated contribution based on the employee's parttime status at the point of retirement.
- b. **Employees hired on or after January 1, 2010** and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection 4.2.2.b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

The City shall additionally make available a retiree health care trust to enable these employees (hired on or after January 1, 2010) to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 125 hours of sick leave time after the conversions.

4.2.3 Pro Rata Benefit Rules

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the City to be used for enrollment in City offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency.

4.2.4 Health and Dependent Care Spending Accounts

City will offer as part of its Section 125 Plan, for as long as such a plan is desired by AFSCME / Local 1 and available pursuant to the IRS Code, Health and Dependent Care Spending Accounts. The Flexible Spending Accounts offered by the City include:

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2003 at IRS Code limit, not to exceed \$2,500. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. Dependent Care Spending Account: Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000). Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- c. Premium Only Plan: Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

The City shall establish an annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. above. The City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.2.5 Health Insurance Providers

The City shall have the option, after meeting and consulting with representatives of AFSCME / Local 1, of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits from those benefits available under the PERS program.

4.3 DENTAL PLAN

The City will provide a dental insurance program which offers 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20); and an 80% payment of eligible costs associated with crown and cast restoration per patient per calendar year and orthodontic coverage for eligible dependents (50/50). The dental provider will provide payments for covered services at the percentage indicated in the plan booklet up to a maximum of \$1,500 for each enrollee in each calendar year.

Dental insurance enrollment will be available to part time, permanent employees working at least 20 hours per week (FTE level of position). The City's contribution towards the monthly dental insurance premium will be prorated based on the FTE level of the part time employee.

4.4 VISION PLAN

The City will contract for and pay for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium for such enrollment.

4.5 RETIREMENT CONTRIBUTION

4.5.1 Member Contribution

AFSCME / Local 1 members shall pay the full share of the employee's contribution to the Marin County Retirement System.

Effective when feasible in accordance with MCERA and City administrative requirements all unit employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The City of San Rafael acknowledges that under its current practice, the employee's share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

4.5.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all eligible AFSCME / Local 1 members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members.

Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of their retirement or some other period designated by the retiring employee.

4.5.3 Member Cost of Living Rates

AFSCME / Local 1 members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. AFSCME / Local 1 member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.5.4 Pension Committee

A representative of the Union will participate in the City-wide pension committee.

4.6 STATE DISABILITY INSURANCE (SDI) AND PAID FAMILY LEAVE (PFL)

Employees will have the full premium cost for SDI or PFL coverage automatically deducted from their paycheck and no City contribution will be made toward participation in the plan.

It is incumbent upon the employee to keep the City advised of their medical status and eligibility for SDI or PFL. With this notification, SDI or PFL benefits, as determined by the State, shall be integrated with accrued sick and vacation leave.

4.7 DEFERRED COMPENSATION

Effective simultaneously with the increase in employee contribution by one percent (1%) to be contributed toward the normal cost of pension benefits provided by MCERA as described in Article 4.1.4, the City will contribute one percent (1%) of pensionable compensation toward a City-provided deferred compensation plan.

The City will make an additional contribution equivalent to one and six hundredths percent (1.06%) of base pay into a City-provided deferred compensation plan for each member of the unit to be paid in installments on a pay period basis following agreement.

4.8 GYM REIMBURSEMENT

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym membership. Such reimbursement shall be processed annually and reported as taxable income to the employee.

4.9 BENEFIT REOPENER

The City may reopen negotiations during the term of this Agreement to meet and confer on a replacement health, dental and life insurance/AD&D plan provider.

5 LEAVES

5.1 SICK LEAVE

5.1.1 Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave may not be used at an employee's discretion but shall be allowed only in case of necessity and actual sickness or disability. The employee is required to notify employee's immediate supervisor or Department Director according to department Rules and Regulations at the beginning of their daily duties. The City has the right to request medical verification from an employee who is absent from their duties for three (3) or more consecutive work days.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to any amount, but a cap exists for payoff purposes (see Section 5.1.6). The sick leave accrual rate is prorated for eligible part time employees.

5.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- Personal illness of the employee or illness within the immediate family (family member means an employee's spouse, registered domestic partner, sibling, parent, parent-in-law, grandchild, grandparent and any unmarried child, including adopted child, a stepchild, or recognized natural child who lives with the employee in a regular parent-child relationship), or physical incapacity of the employee resulting from causes beyond the employee's control; or
- 2. Enforced quarantine of the employee in accordance with community health regulations; or
- 3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave.
- 4. Personal illness of an employee's parent that requires the employee to attend to their care.

5.1.4 Advance of Sick Leave

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who has been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such unaccrued leave.

5.1.5 Service Credit for Sick Leave

Employees who retire from the City of San Rafael within 120 days of leaving City employment (excludes deferred retirements) shall receive employment service credit for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement (see Section 5.1.6).

Employees hired on or after July 1, 2009 are not eligible to receive employment service credit of all accrued, unused sick leave for retirement purposes.

5.1.6 Compensation for Unused Portion

Upon termination of employment by resignation, retirement or death, a regular employee who leaves the City service in good standing shall receive compensation for all accumulated unused sick leave based upon the following formula: a rate of three percent (3%) for each year of service (i.e., 3% times number of employment service years). The maximum number of accumulated, unused sick leave an employee may be compensated for upon termination of employment is 600 hours. See Section 5.1.5 regarding service credit option for accumulated, unused sick leave that the employee is not compensated for upon termination.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted to each eligible employee. Vacation leave accrued shall be prorated for those employees working less than full time. Employees will be permitted to use their accrued vacation leave as outlined in Article 5.2.3 subject to the approval of the Department Director.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall accrue vacation at the following rate for continuous service. Each service year in the chart begins on the first working day and ends on the last day of the service year:

Service Year	Annual Hours	Hours Per Month
1	75.000 hours	6.2500
2	75.000 hours	6.2500
3	75.000 hours	6.2500
4	112.500 hours	9.3750
5	117.867 hours	9.8222
6	123.234 hours	10.2695
7	128.601 hours	10.7167
8	133.968 hours	11.1640

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9	139.335 hours	11.6110
10	144.702 hours	12.0580
11	150.000 hours	12.5000
12	157.500 hours	13.1250
13	165.000 hours	13.7500
14	172.500 hours	14.3750
15	180.000 hours	15.0000
16 plus	187.500 hours	15.6250

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Department Director, may advance vacation credits to any permanent regular and permanent part time employee.

No employee may accrue more than 250 hours. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

The time at which an employee may use their accrued vacation leave and the amount to be taken at any one time, shall be determined by employee's Department Director with regard for the needs of the City but also, insofar as possible, considering the wishes of the employee. In the event that one or more City holidays falls within an annual vacation leave, the vacation hours that shall be charged against any employee's accrued vacation shall be those hours that the employee is regularly scheduled to work.

Employees who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

5.2.4 Vacation Cash-In

An employee who has taken at least ten (10) days of vacation in the preceding twelve (12) months may request that accrued vacation, not to exceed seven (7) days, be converted to cash payments and the request may be granted at the discretion of the City Manager. Employees cannot cash in more than seven (7) days of vacation in any one twelve (12) month period.

5.3 HOLIDAYS

In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

All employees who are eligible for compensation for the paid holiday, other than a day on which an election is held throughout the state, shall be paid at the applicable rate of pay for the number of hours actually worked.

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

The following paid holidays will be observed:

January 1 st	New Year's Day
The third Monday in January	Martin Luther King Jr. Day
The third Monday in February	Washington's Birthday/President's Day

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March 31 st	Cesar Chavez Day
The last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4 th	Independence Day
The first Monday in September	Labor Day
November 11 th	Veteran's Day
The fourth Thursday in November	Thanksgiving Day
The fourth Friday in November	Day after Thanksgiving
December 25 th	Christmas Day

In addition to designated holidays, employees in this Bargaining Unit receive one (1) floating holiday provided in January of each year. Floating holidays not used by the end of the calendar year are added to the employee's vacation balance.

5.4 OTHER LEAVE

5.4.1 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, parent-in-law, sibling, grandparent, grandchild or relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to five (5) days may be granted for paid bereavement leave. All bereavement leave must be exhausted within 3 months of the date of the death of the family member and may be taken intermittently.

In those cases where the death involves an individual who had such a relationship with the employee, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Department Director as part of the request for bereavement leave.

Unit members may make a request to the Human Resources Director, or their designee, to use bereavement leave for a relative other than those listed above.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

5.4.2 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Appointing Authority and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.3 Military Leave

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the appointing authority and the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.4 Leave of Absence Without Pay

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Accrued vacation leave must be exhausted prior to the granting of leave without pay.

5.4.5 Industrial Injury Leave

For benefits under Workers Compensation, an employee should report any on the job injury to their supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources Department coordinates benefits for Worker's Compensation claims. For further information, see the City's Workers' Compensation policy located on the Intranet at https://intranet.cityofsanrafael.org.

Employees of the City who have suffered any disability arising out of and in the course of their employment as defined by the Worker's Compensation Insurance and Safety Act of the State of California are entitled to all benefits allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

Temporary disability payments (TD) are made to all employees (full and part-time) when a physician reports an employee is unable to perform their job duties due to an industrial injury and the City cannot accommodate the restrictions mandated by their physician. TD is set by State law and is approximately two-thirds of full salary with state-mandated minimums and maximums. For full-time, regular employees, however, the City augments TD payments with salary continuation, as follows:

Workers Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths (3/4) of the regular full pay for the following six (6) calendar months.

Sick Leave Usage Post Industrial Injury/Illness

The following rule applies to employees who have an accepted industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- a. The employee has reached maximum medical improvement and/or has been determined "permanent and stationary."
- b. The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred next steps would include:

- a. The interactive process; attempt to locate other appropriate employment within the City
- b. If none available proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.6 Family Medical Leave

Family leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991. Requests for Family Care Leave are submitted to the employee's Department Director for approval and reviewed by the Human Resources Director for consistency with the law prior to approval. Employees approved for this type of leave must use appropriate accrued and unused vacation leave and/or compensatory time before going on leave without pay status. Accrued and unused sick leave may be used if appropriate and requested. Sick leave usage is to be consistent with sick leave provisions of the MOU. To be eligible for this family leave benefit, an employee must have worked continuously for the City of San Rafael for at least 12 months and have worked a minimum of 1250 hours in the previous 12-

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month period. For details, please see the City's FMLA policy located on the Intranet at https://intranet.cityofsanrafael.org.

5.4.7 Catastrophic Leave

Catastrophic Leave shall be in accordance with the City-wide Catastrophic Leave Policy located on the City's Intranet at https://intranet.cityofsanrafael.org.

5.4.8 Administrative Leave

Employees filling positions designated as exempt from overtime shall receive five (5) days of Administrative Leave each calendar year subject to the approval of the Department Director and the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave Balances be paid to an exempt confidential employee upon their resignation.

5.4.9 Paid Parental Leave

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

- 1. Birth of a child of the employee, the employee's spouse, or the employee's registered domestic partner.
- 2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

Benefit and Use:

- Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.
- PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12- month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.
- 3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.
- 4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
- 5. PPL shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
- 6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.

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- 7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.
- 8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

Coordination of Benefits & Leaves:

- PPL taken under this policy will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to department approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

5.4.10 End of Life Care Leave

Eligibility:

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

Benefit and Use:

- 1. Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.
- 2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.

- 3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
- 4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
- 5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
- 6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.
- 7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 Hours of Work

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes shall be 7.5 hours per day.

6.2 OVERTIME

Overtime shall mean actual time authorized and worked beyond thirty-seven and one half (37.5) hours in the regular work week. A work or duty week shall be defined as seven (7) consecutive calendar days. Overtime is compensable to the nearest half-hour and must have prior authorization and approval of the Department Director.

Each Department Director shall have the authority to designate certain job classifications for mandatory overtime in emergencies. In the event the Department Director determines that there is a staffing need during an emergency, the Department Director shall first make a reasonable effort to seek qualified volunteers to work overtime during the emergency. If the Department Director determines that there are an insufficient number of volunteers, or if time constraints prevent the soliciting of volunteers, the Department Director may order employees in the designated classifications to report to work in overtime status to address the emergency.

6.3 COMPENSATORY TIME POLICY

With the Department Director's approval, compensatory time, in lieu of overtime pay, may be taken subject to the following rules:

6.3.1 Accrual Limit

Employees may accrue up to 125 hours of compensatory time after which said employee must accept overtime pay in lieu of accruing additional compensatory time.

6.3.2 Overtime Rate

Employees who work overtime may be paid for it at the rate of time and one-half or may accrue compensatory time at a rate of time and one-half subject to the limitations in Section 6.3.1. Employees who elect compensatory time must take the time off, preferably within the quarter during which it was earned, and shall not be paid for it.

6.4 PROBATIONARY PERIOD

6.4.1 Purpose of Probation

After passing an examination and accepting appointment, each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

6.4.2 Length of Probationary Period

The probationary period on original and promotional appointment shall be for one (1) year.

6.4.3 Rejection During Probation

During the probationary period an employee may be rejected at any time by the Appointing Authority without the right of appeal.

6.4.4 Notification of Rejection

On determining that a probationary employee's work is not satisfactory, the Appointing Authority shall notify the Human Resources Director in writing of their intention to terminate the employee. After discussion with the Human Resources Director, the Appointing Authority shall notify the employee in writing of the rejection.

6.4.5 Extension of Probationary Period

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.4.6 Regular Status

Regular status shall commence with the day following the expiration date of the probationary period.

6.4.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher position classification provided they are certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.4.8 Unsuccessful Passage of Promotional Probattion

An employee who does not successfully pass their promotional probationary period shall be reinstated to the position in which the employee held regular status prior to their promotion. Provided, however, that if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

6.4.9 Lateral Transfer Probation

Voluntary transfers to another job classification, within the same salary range, shall require a six (6) month probationary period. In the event of unsuccessful passage of this period refer to Section 6.4.8.

6.5 TRANSFERS / REASSIGNMENTS

6.5.1 Types of Transfers

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

a. Intra-departmental transfers.

The Appointing Authority shall have the authority to transfer an employee from a position in one division of a department to a position in the same or similar classification with the same salary range, in the same division or to another division of the same department (at any time and for any duration).

b. Inter-departmental transfers.

An employee may transfer from a position in one (1) department to a position in the same or similar classification in another department, provided the consent of the two Appointing Authorities and the City Manager is obtained.

c. Voluntary Transfers.

An employee may make a written request for transfer to the Human Resources Director to a position in the same or similar classification with the same salary range. Such a transfer may be made on the recommendation of the affected Department Director(s) and the approval of the City Manager.

6.5.2 Minimum Qualifications & Probation

Any persons transferred to a different position shall possess the minimum qualifications for the position.

6.5.3 Transfer Procedures

The City Manager may authorize the transfer of an employee from one position to another of the same or comparable class of work and where the same general type of examination is given for entrance to such a position.

Transfers from one department to another department having a different jurisdiction or different function shall be done only with the consent of the Department Directors, involved, unless such a transfer is ordered by the City Manager for purpose of economy or efficiency.

Any person transferred to a different position shall possess the minimum qualifications for the position.

Employees who have completed their initial probation may seek voluntary transfers to positions within the same job class, and/or lower level job classes as long as the employee meets the minimum qualifications for the position. Employees seeking transfer should submit a completed application to the Human Resources Department. As vacancies occur, transfer candidates may receive consideration along with those on the eligibility list.

6.6 Personnel Rules & Regulations

AFSCME / Local 1 agrees to accept the City's Personnel Rules and Regulations.

6.6.1 Confidential Nature of Personnel Records

All personnel records and files and examination materials are confidential. The Human Resources Director shall take all necessary steps to protect the confidentiality of those materials. Disclosure

of such records shall be governed by the Public Records Act, Government Code Sections 6250, et. seq. Individual employees may review their official personnel file maintained by Human Resources Department and/or respective appointing authority. With the written consent of the employee, the authorized representative of the recognized employee organization may also review that personnel file.

6.6.2 Confidential Nature of Medical Records

All medical records and files are the property of the City of San Rafael. These confidential records and files are to be maintained in a file separate from the employee's personnel file in the Human Resources Department. Disclosure of such records shall be governed by the Public Records Act, Government Code, Section 6250, et. seq.

6.6.3 Outside Employment Policy

AFSCME / Local 1 members should refer to the City wide Policy on outside employment, located on the City's Intranet (https://intranet.cityofsanrafael.org) for policies and procedures related to outside employment.

6.6.4 Use of City Vehicle

At the discretion of the Department Director, a AFSCME / Local 1 employee may be assigned a City vehicle for job related duties during regular working hours. Only in emergency conditions will an employee be allowed to take a City vehicle home and only with prior approval of the Department Director.

6.6.5 Safety Policy

The City of San Rafael is committed to providing a safe and healthy place to work. The City shall furnish safety devices and safeguards, and shall adopt and use methods and processes adequate to ensure that the work place is safe and healthy. Employees are expected to obey safety rules and make proper use of safety gear and equipment. The City's safety policies and procedures shall comply with all applicable state laws related to a safe work environment.

6.7 MISCELLANEOUS

6.7.1 Hazardous Materials

First responders at this level (awareness only) are those who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response operations level. "Awareness" individuals take no action beyond notifying the designated authorities of the release. The Deputy Fire Marshal is the Hazardous Materials Coordinator for the City of San Rafael.

It is understood and agreed by both parties that employees represented by AFSCME / Local 1 do not have any responsibility to clean up, mitigate or otherwise dispose of hazardous materials. The Fire Department personnel and/or contract personnel have the direct responsibility of dealing with hazardous materials.

6.7.2 Gratuities / Solicitation of Contributions

Gratuities and solicitation of gratuities shall be governed by the City's Personnel Rules and Regulations.

6.7.3 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to an employee shall be returned.

6.7.4 Political Activity

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.7.5 Employment of Relatives

Employment of relatives shall be governed by the City's Personnel Rules and Regulations.

6.7.6 Labor / Management Meetings

During the term of the Agreement, the City and the Bargaining Unit agree that consultation meetings may contribute to improved employer-employee relations. Issues relating to the usage of volunteers and temporary/part-time/seasonal employees, promotional opportunities and the implementation of safety programs will serve as a basis for initial agenda items to be discussed and acted upon.

The committee shall be comprised of two (2) AFSCME / Local 1 representatives and three (3) representatives from City Management. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting. It is intended that the subject matter will not include issues subject to Article 7.4 Grievance Procedures.

6.7.7 Contract Orientation Work Sessions

The City and the Bargaining Unit agree that the individuals having responsibility for the enforcement of the Agreement, AFSCME / Local 1 Representatives and Department Directors/Supervisors, shall participate in an Annual Contract Orientation Work Session for the purpose of obtaining a better understanding of the provisions of the contract. These work sessions shall be held on City time and facilities.

6.7.8 Harassment Policy

Employees shall adhere to the City's Policy against Harassment, located on the City's Intranet (https://intranet.cityofsanrafael.org).

6.7.9 Work Place Conduct

Employees, managers and supervisors will treat each other, regardless of position or profession, with dignity, courtesy, trust and respect. Disputes over the interpretation or application of this section will not be subject to the arbitration process of this agreement.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

The Appointing Authority may demote an employee when the following occurs:

- a. The employee FAILS to perform their required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which they do not possess the minimum qualifications. When the action is initiated by the Appointing Authority, written notice of demotion shall be provided to an employee at least ten (10) working days before the effective date of the demotion, and a copy filed with the Human Resources Department.

Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3, "Disciplinary Action."

7.1.2 Suspension

The Appointing Authority may suspend an employee from a position at any time for a disciplinary purpose. The intended suspension action shall be reported immediately to the Human Resources Director, and shall be taken in accordance with Article 7.3, "Disciplinary Action".

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

An employee wishing to leave City service in good standing shall file with their immediate supervisor, at least fourteen (14) days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Appointing Authority and the Human Resources Department.

7.2.2 Termination - Layoff (Lack of work or funds)

The Appointing Authority may terminate an employee because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work for which employment was made.

The City will not layoff any employees in the bargaining unit between July 1, 2011 and December 31, 2011, unless the City is subject to significant revenue reduction (a reduction of one percent (1%) or more in General Fund revenue) due to state cuts or reduction in other revenue sources.

7.2.3 Termination - Disciplinary Action

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3, "Disciplinary Action".

7.2.4 Retirement

Retirement from City services shall, except as otherwise provided, be subject to the terms and conditions of the City's contract as amended from time to time, with the Marin County Retirement System.

7.2.5 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Notification of Weingarten Rights

The City will inform all members of their rights to Union representation (Weingarten Rights) prior to any meetings in which disciplinary action may be a result.

7.3.2 Right to Discipline & Discharge

Upon completion of the designated probationary period an employee shall be designated as a non-probationary employee and the City shall have the right to discharge or discipline any such employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging during the term of this Memorandum of Understanding, in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of

Understanding. The City shall use progressive disciplinary steps (i.e., reprimand, suspension, demotion, discharge) unless the violation is such as to justify termination. Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

In addition, the City may discipline or discharge an employee for the following: Fraud in securing appointment; negligence of duty; violation of safety rules; unacceptable attendance record including tardiness, overstaying lunch or break periods; possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours; inability, unwillingness, refusal or failure to perform work as assigned, required or directed; unauthorized soliciting on City property or time; conviction of a felony or conviction of a misdemeanor involving moral turpitude; unacceptable behavior toward (mistreatment of discourteousness to) the general public or fellow employees or officers of the City; falsifying employment application materials, time reports, records, or payroll documents or other City records; misuse of City property; violation of any of the provisions of these working rules and regulations or departmental rules and regulations; disorderly conduct, participation in fights, horseplay or brawls; dishonesty or theft; establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action; failure to perform to an acceptable level of work quality and quantity; insubordination; other acts inimical to the public service; inability or refusal to provide medical statement on cause of illness or disability.

7.3.3 Preliminary Notice

A non-probationary employee shall receive a preliminary written notice from the employee's Supervisor of any proposed disciplinary action that involves the loss of pay. The notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documents upon which the disciplinary action is based must be attached to the notice.

Upon the receipt of the notice, the employee shall have five (5) days to appeal the matter in writing to Step 2 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the Department Director has conducted a hearing with the employee and employee's representative present and having heard the response of the employee. If no written appeal is filed within five (5) days, the employee shall be deemed to have waived their right to proceed with the steps for appeal in the Grievance Procedure.

7.3.4 Disciplinary Action and Appeal

After hearing the response of the employee, the Department Director may order that the proposed disciplinary action or modification thereof be imposed. Such notification shall be issued in writing within 10 days of the meeting.

If the employee elects to appeal the Department Director action, they may request a confidential settlement conference with the City Manager. Participation in the confidential settlement conference shall be voluntary. For pre-termination disciplinary action, the decision of the City Manager shall be final and binding.

For disciplinary discharges only, if the matter is still unresolved after the confidential settlement conference, the employee shall notify the City within ten (10) days that the discharge is appealed to Step 4 (Arbitration) of the Grievance Procedure. The discharge appeal shall then proceed in accordance with the Grievance Procedure.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

- Grievance is a dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding. All ordinances, resolutions, rules and regulations, which are not specifically covered by the provisions of this Memorandum shall not be subject to the Grievance Procedure.
- 2. **Day** shall mean any day that the City Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the City.
- 3. **Grievant** may be an individual employee or a group of employees or AFSCME / Local 1 on the behalf of a group of employees or AFSCME / Local 1 on its own behalf on matters involving the City and AFSCME / Local 1 relationship.

Time limits begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

7.4.2 Procedure

Step 1

Within seven (7) working days of when the grievant knew or should have known of the act or omission causing the grievance the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor. Within five (5) working days thereafter the immediate supervisor shall investigate and respond to the allegations of the grievant.

Step 2

If the grievant is not satisfied with the resolution at Step 1 the grievant must reduce the grievance to writing and present it to the Department Director within five working (5) days. The written grievance shall contain a statement of facts about the nature of the grievance and shall identify the specific provisions of this Memorandum of Understanding alleged to be violated, applicable times, places and names of those involved, the remedy or relief requested, and shall be signed by the grievant. The Department Director shall confer with the grievant and within ten (10) working days respond to the allegations in writing.

Step 3

If the grievant is not satisfied with the resolution at Step 2, the grievant shall, within five (5) working days, appeal the matter to the City Manager.

The City Manager shall investigate the matter, conduct a hearing if the City Manager deems it appropriate and within ten (10) working days, thereafter, respond to the allegations in writing.

Step 4

If the grievance remains unresolved after Step 3, the Bargaining Unit may give written notice to the City's Human Resources Department within ten (10) working days after receipt of the response in Step 3; notify the City that AFSCME / Local 1 wishes to appeal the grievance to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing. Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin.

7.4.3 Arbitration

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing should be held within 60 calendar days of the selection of the arbitrator. The hearing shall be informal and need not be conducted according to technical

rules of evidence. Repetitious evidence may be excluded and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters, and they may call, recall and examine witnesses, as they deem proper.

The burden of proof shall be upon AFSCME / Local 1 in grievance matters and upon the City in disciplinary discharge matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision which shall be final and binding upon the City, AFSCME / Local 1 and any employee(s) involved in the grievance or disciplinary discharge.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this Memorandum of Understanding. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant, and what the proper remedy, if any, shall be, or in the case of disciplinary discharge matters, whether the City allegations are accurate and the appropriateness of the disciplinary discharge.

The fees and expenses of the arbitrator shall be shared equally by AFSCME / Local 1 and the City. All other expenses shall be borne by the party incurring them. The cost of the services for the court reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests. Then the costs will be shared.

7.4.4 General Provisions

- Employees who participate in the Grievance Procedure, by filing a grievance or acting, as a witness on the behalf of either party shall be free from discrimination by either AFSCME / Local 1 or the City.
- 2. A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and have access to all information regarding the basis of the grievance upon which the City relies in making its determinations.
- 3. If the City management fails to respond within the specified time limits, the grievance shall, at the request of AFSCME / Local 1, be moved to the next step of the procedure. If AFSCME / Local 1 or a grievant fails to process or appeal a grievance within the specified time limits, the matter shall be deemed withdrawn with prejudice. The parties may, by mutual agreement, waive the steps in the procedure.
- 4. If a hearing is held during work hours of employee witnesses, such employees shall be released from duties without loss of pay or benefits to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.
- 5. The Human Resources Department shall act as the central repository for all grievances.
- 6. Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, AFSCME / Local 1 Representative or any management official involved in responding to the grievance shall automatically extend the time limits by the same number of days of absence.

7.5 Position Reclassification

The process by which an individual position may be audited to review the appropriateness of its classification is provided in this Article.

7.5.1 Purpose

This administrative procedure shall establish consistent guidelines for the creation and/or review of a position's job classification.

7.5.2 Policy

The City of San Rafael seeks to maintain a classification system and process whereby all positions are accurately classified on the basis of current and ongoing job responsibilities officially assigned to said position(s).

7.5.3 Creation of New Position

The Appointing Authority or their designee may during the budget process request the creation of a new job classification by:

- 1. Completion of prescribed personnel form(s) and a position description questionnaire form.
- 2. Completed forms shall be submitted to the City's Human Resources Department.
- 3. Human Resources Department staff shall within 60 calendar days of receipt of the forms complete a formal audit of the proposed job class and prepare a written report.
- 4. The written report shall be submitted to the City Manager and the City Council for final approval.
- 5. Creation of a new job classification shall be effective with the start of the new fiscal year.

7.5.4 Reclassification

The Appointing Authority or their designee or an incumbent of a position or AFSCME / Local 1 on behalf of an employee may request, in writing, a classification review. This classification review may be requested if the position has not been reviewed within the previous twelve (12) months and either permanent and substantial changes have been made in the duties and responsibilities assigned to the position or there is evidence that the majority (50% or more) of the work being performed is not appropriate for the position's current classification.

- All requests for reclassification must be submitted to the Human Resources Department on prescribed personnel form(s) by the appointing authority. Reclassification requests must be accompanied by a current job description approved by the position's immediate supervisor and appointing authority.
- 2. Employee initiated reclassification requests must first be directed to the employee's Appointing Authority. The appointing authority shall forward the employee's request to the Human Resources Director within ten (10) days of receipt.
- 3. The Human Resources Director shall ensure the review (audit) of the employee's position is completed within sixty (60) calendar days of receipt of the request in the Human Resources Department.
- 4. Based upon the analysis and evaluation of a position, the Human Resources Department reviewer may recommend that the position be sustained in its current class or be reclassified (up or down) to the proper classification based upon the assigned work. The City Manager or their designee shall review all reclassification recommendations made by the Human Resources Department.
- 5. Within ten (10) days of receipt of the written audit decision the affected employee(s) may, in writing, submit a request for review of this decision to the City Manager. This request for review must show substantial error and/or omission on the part of the auditor. The City Manager may render a decision on the appeal on the basis of the written material or may interview the involved parties to discuss the specific error or omission prior to rendering a decision.
- 6. The City Manager shall have final decision-making authority on all reclassifications.

7. Reclassifications shall be effective the first of the month following final approval of the action. Any changes of pay as a result of the reallocation shall be in accordance with the City's Personnel Rules and Regulations in effect at the time.

7.6 FURLOUGH PROGRAM

Both the City of San Rafael and AFSCME / Local 1 recognize the unpredictable shifts in funding that affect City finances. Through this recognition and in a cooperative spirit the City of San Rafael and AFSCME / Local 1 have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael, the City shall meet and consult with the Bargaining Unit at least 60 days prior to implementation of the Furlough Program. The procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

7.6.1 Voluntary Time Off (VTO)

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

- 1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
- 2. An employee selecting at least a 5% reduction of hours through the VTO would receive "float days" as described in Section 7.6.2, item 4.b.
- 3. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.
- 4. Employees will be allowed to exceed a 5% reduction of hours through the VTO with review of the Department Director and approval of the City Manager and such approval shall be revocable should the City determine that the impact of the absence can not be absorbed by the Department. Prior to revoking approval, the City will contact the employee and review pertinent information which would impact the employee's ability to return to work. Should the City need to remove additional VTO, such removal would be considered a non-disciplinary action and would not be subject to any appeal/grievance procedure.

7.6.2 Mandatory Time Off (MTO)

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Director and City Manager) and after consultation with AFSCME / Local 1.

- 1. Employees may not take paid vacation time in lieu of designated MTO time.
- 2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will not impact Marin County retirement calculations of average compensation or service credit as the City and employee will continue to fund the full amounts. If the Marin County Retirement Association changes its policy on this, the City will, effective the first of the month following notice from the Marin County Retirement Association, make the necessary change in the program's administration to correspond with the change in the policy.
- 3. MTO time shall apply toward time in service for step increases and completion of probation.

4. Other Terms and Conditions:

- a. The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
- b. Float time accrued through the MTO Program must be taken in the next fiscal year following the furlough, with supervisory approval or the leave will be forfeited. The float days have no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced float time, said employee would be eligible to take the unused float time during the thirty-day layoff notice period.
- c. Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City and AFSCME / Local 1 agree to re-open negotiations on this Furlough Plan.

7.7 REDUCTION IN FORCE

7.7.1 Authority

The Appointing Authority may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency.

7.7.2 *Notice*

Regular employees designated for layoff or demotion shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be notified.

7.7.3 Order of Layoff

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description and salary. Extra hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full time permanent employee.

7.7.4 Seniority

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

- a. Seniority within the affected classification will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro rata basis to full time service. Time spent on a City Manager approved leave of absence without pay does not count toward seniority.
- b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- c. If all of the above factors are equal, the date regular status in City service is achieved shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

7.7.5 Bumping Rights

An employee designated to be laid off may bump into a class at the same salary level, or into the next lower classification in which such employee has previously held regular status. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

7.7.6 Transfer Rights

The Human Resources Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.7.3, but no longer than the effective date of such layoff or reduction.

7.7.7 Layoff Procedure Notification

Once the decision has been made to reduce the workforce per this MOU, the City will meet with the Bargaining Unit to review and receive feedback on the procedure to be used to inform and process the lay-offs. The information gained in this meeting from the Bargaining Unit by the City will be advisory and non-binding.

7.8 RE-EMPLOYMENT

7.8.1 General Guidelines

Individuals who have been laid off or demoted shall be offered re-appointment to the same or similar classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

7.8.2 Right to Re-Employment

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

7.8.3 Time Limits

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

7.8.4 Availability

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

7.8.5 Probationary Status

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

7.8.6 Restoration of Benefits

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

AFSCME / Local 1:	CITY OF SAN RAFAEL:
Lisa Davis, Business Agent AFSCME / Local 1	Allison Hernandez, Chief Negotiator Burke Williams Sorensen
Anita Rose, Administrative Assistant to the Police Chief, AFSCME / Local 1	Nick Biss, Principal HR Analyst
Laraine Gittens, Legal Assistant II AFSCME / Local 1	
Walter Gonzalez, Management Analyst AFSCME / Local 1	
Date	Date

AFSCME / LOCAL 1 - CONFIDENTIAL SALARY SCHEDULE

Effective July 1, 2024

Grade	<u>Position</u>	Α	В	С	D	E
7122	ADMIN ASST I (CONFIDENTIAL)	\$5,185	\$5,444	\$5,716	\$6,002	\$6,302
7123	ADMIN ASST II (CONFIDENTIAL)	\$5,716	\$6,002	\$6,302	\$6,617	\$6,948
7215	ADMIN ASSISTANT TO THE CM	\$6,762	\$7,100	\$7,455	\$7,827	\$8,219
7207	ADMIN ASST TO THE CHIEF OF POLICE	\$5,977	\$6,276	\$6,590	\$6,920	\$7,266
2106	ASSOCIATE MANAGEMENT ANALYST	\$6,574	\$6,903	\$7,248	\$7,610	\$7,991
2138	HUMAN RESOURCES ANALYST I	\$7,177	\$7,536	\$7,912	\$8,308	\$8,723
2139	HUMAN RESOURCES ANALYST II	\$7,894	\$8,288	\$8,703	\$9,138	\$9,595
7124	HUMAN RESOURCES ASSISTANT	\$6,106	\$6,411	\$6,732	\$7,068	\$7,422
2109	HUMAN RESOURCES REPRESENTATIVE I	\$6,480	\$6,804	\$7,144	\$7,501	\$7,876
2110	HUMAN RESOURCES REPRESENTATIVE II	\$7,138	\$7,495	\$7,870	\$8,263	\$8,676
7242	LEGAL ASSISTANT I	\$6,633	\$6,964	\$7,313	\$7,678	\$8,062
9205	LEGAL ASSISTANT II	\$7,309	\$7,674	\$8,058	\$8,461	\$8,884
7204	MANAGEMENT ANALYST	\$7,232	\$7,593	\$7,973	\$8,372	\$8,790
7301	PAYROLL ADMINISTRATOR	\$6,973	\$7,321	\$7,688	\$8,072	\$8,476
7203	PAYROLL TECHNICIAN	\$6,544	\$6,872	\$7,215	\$7,576	\$7,955
7316	PRINCIPAL ACCOUNTANT	\$8,995	\$9,444	\$9,917	\$10,412	\$10,933
2136	SENIOR ADMIN ASST (CONFIDENTIAL)	\$6,275	\$6,589	\$6,919	\$7,265	\$7,628
2130	SENIOR ACCOUNTANT	\$8,014	\$8,414	\$8,835	\$9,277	\$9,741

AFSCME / LOCAL 1 - CONFIDENTIAL SALARY SCHEDULE

Effective July 1, 2025

Grade	<u>Position</u>	Α	В	С	D	E
7122	ADMIN ASST I (CONFIDENTIAL)	\$5,470	\$5,743	\$6,030	\$6,332	\$6,649
7123	ADMIN ASST II (CONFIDENTIAL)	\$6,031	\$6,332	\$6,649	\$6,981	\$7,330
7215	ADMIN ASSISTANT TO THE CM	\$7,134	\$7,490	\$7,865	\$8,258	\$8,671
7207	ADMIN ASST TO THE CHIEF OF POLICE	\$6,306	\$6,622	\$6,953	\$7,300	\$7,665
2106	ASSOCIATE MANAGEMENT ANALYST	\$7,100	\$7,455	\$7,828	\$8,219	\$8,630
2138	HUMAN RESOURCES ANALYST I	\$7,464	\$7,837	\$8,229	\$8,640	\$9,072
2139	HUMAN RESOURCES ANALYST II	\$8,210	\$8,620	\$9,051	\$9,504	\$9,979
7124	HUMAN RESOURCES ASSISTANT	\$6,442	\$6,764	\$7,102	\$7,457	\$7,830
2109	HUMAN RESOURCES REPRESENTATIVE I	\$6,836	\$7,178	\$7,537	\$7,914	\$8,309
2110	HUMAN RESOURCES REPRESENTATIVE II	\$7,531	\$7,907	\$8,303	\$8,718	\$9,154
7242	LEGAL ASSISTANT I	\$6,997	\$7,347	\$7,715	\$8,100	\$8,505
9205	LEGAL ASSISTANT II	\$7,711	\$8,096	\$8,501	\$8,926	\$9,372
7204	MANAGEMENT ANALYST	\$7,810	\$8,201	\$8,611	\$9,042	\$9,494
7301	PAYROLL ADMINISTRATOR*	\$7,252	\$7,614	\$7,995	\$8,395	\$8,815
7203	PAYROLL TECHNICIAN	\$6,806	\$7,146	\$7,504	\$7,879	\$8,273
7316	PRINCIPAL ACCOUNTANT	\$9,444	\$9,917	\$10,412	\$10,933	\$11,480
2136	SENIOR ADMIN ASST (CONFIDENTIAL)	\$6,621	\$6,952	\$7,299	\$7,664	\$8,047
2130	SENIOR ACCOUNTANT	\$8,414	\$8,835	\$9,277	\$9,741	\$10,228

AFSCME / LOCAL 1 - CONFIDENTIAL SALARY SCHEDULE

Effective July 1, 2026

Grade	<u>Position</u>	Α	В	С	D	E
7122	ADMIN ASST I (CONFIDENTIAL)	\$5,743	\$6,030	\$6,332	\$6,649	\$6,981
7123	ADMIN ASST II (CONFIDENTIAL)	\$6,332	\$6,649	\$6,981	\$7,330	\$7,697
7215	ADMIN ASSISTANT TO THE CM	\$7,490	\$7,865	\$8,258	\$8,671	\$9,104
7207	ADMIN ASST TO THE CHIEF OF POLICE	\$6,622	\$6,953	\$7,300	\$7,665	\$8,049
2106	ASSOCIATE MANAGEMENT ANALYST	\$7,597	\$7,977	\$8,376	\$8,794	\$9,234
2138	HUMAN RESOURCES ANALYST I	\$7,762	\$8,150	\$8,558	\$8,986	\$9,435
2139	HUMAN RESOURCES ANALYST II	\$8,538	\$8,965	\$9,413	\$9,884	\$10,378
7124	HUMAN RESOURCES ASSISTANT	\$6,700	\$7,034	\$7,386	\$7,756	\$8,143
2109	HUMAN RESOURCES REPRESENTATIVE I	\$7,110	\$7,465	\$7,838	\$8,230	\$8,642
2110	HUMAN RESOURCES REPRESENTATIVE II	\$7,832	\$8,223	\$8,635	\$9,066	\$9,520
7242	LEGAL ASSISTANT I	\$7,277	\$7,641	\$8,023	\$8,424	\$8,846
9205	LEGAL ASSISTANT II	\$8,019	\$8,420	\$8,841	\$9,283	\$9,747
7204	MANAGEMENT ANALYST	\$8,357	\$8,775	\$9,214	\$9,674	\$10,158
7301	PAYROLL ADMINISTRATOR*	\$7,542	\$7,919	\$8,315	\$8,731	\$9,167
7203	PAYROLL TECHNICIAN	\$7,078	\$7,432	\$7,804	\$8,194	\$8,604
7316	PRINCIPAL ACCOUNTANT	\$9,822	\$10,313	\$10,829	\$11,370	\$11,939
2136	SENIOR ADMIN ASST (CONFIDENTIAL)	\$6,952	\$7,299	\$7,664	\$8,047	\$8,450
2130	SENIOR ACCOUNTANT	\$8,751	\$9,189	\$9,648	\$10,130	\$10,637

City of San Rafael & AFSCME / Local 1

Exhibit B of July 1, 2024 – June 30, 2027 Memorandum of Understanding

Effective June 5, 2024, any fixed term or temporary worker hired into the classification listed in the recognition petition shall be placed within the AFSCME/Local 1 bargaining unit.

A "temporary employe" is broadly defined as temporary, casual, seasonal, periodic, extra-help, relief, limited-term, fixed term, per diem and any other public employee who has not been hired for a permanent position.

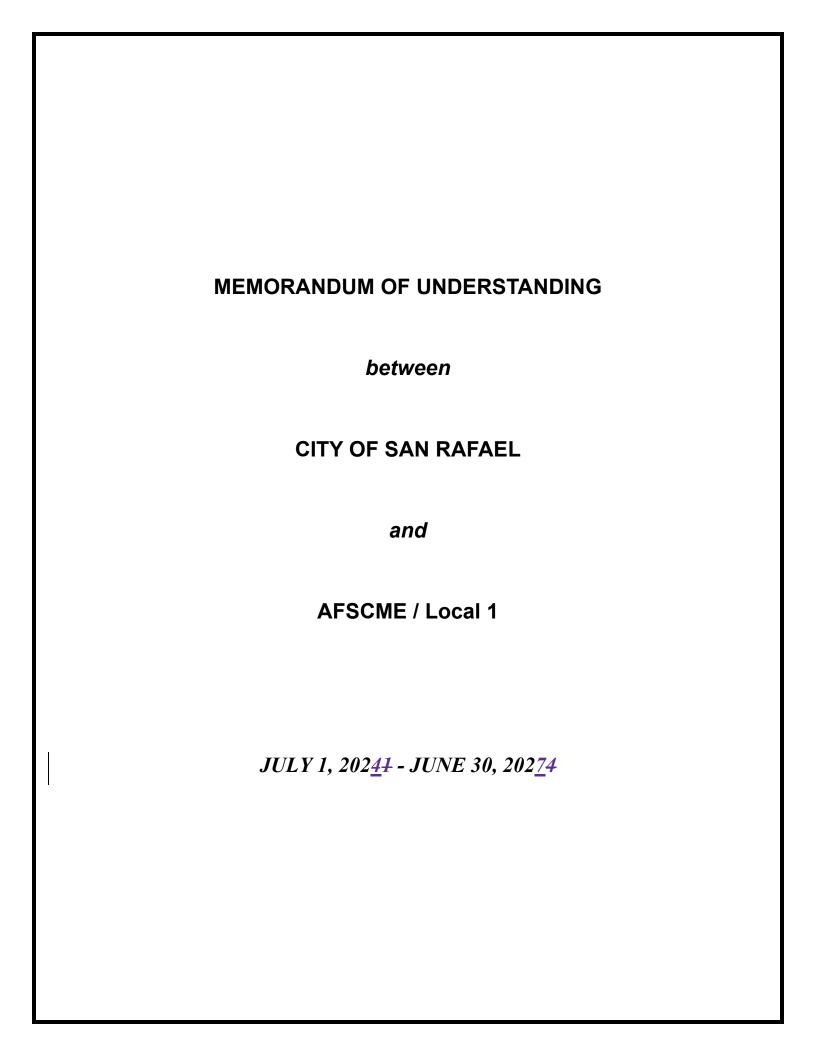
The City of San Rafael shall provide, upon hire, each temporary employee with:

- (a) their job description,
- (b) wage rates,
- (c) eligibility for employment,
- (d) anticipated length of employment, and
- (e) procedures to apply for open, permanent positions.

The same information shall be provided to AFSCME/Local 1 within five business days of hiring a temporary employee.

When providing AFSCME/Local 1 with Employee Information under Article 2.1.4, the City shall also provide the anticipated end date of employment for each temporary employee or actual end date if the temporary employee has been released from service since the last list was provided.

In an effort to ensure a successor Memorandum of Understanding is timely ratified, and because there are no temporary employees currently represented by the Union, the Parties agree to continue to meet beginning in August 2024 and continue to negotiate the specific wages, hours, and terms and conditions of employment for the temporary employees represented by AFSCME/Local 1 in an addendum to the MOU.



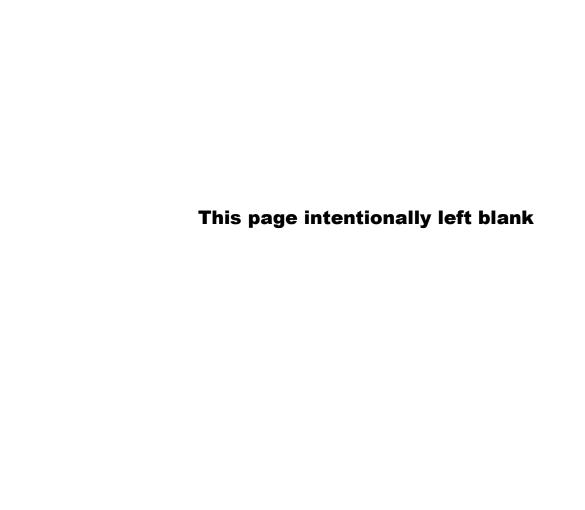


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Exhibit A Salary Schedule for July 1, 20244 – June 30, 20274

Exhibit B Temporary Employees

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

AFSCME / PUBLIC EMPLOYEES UNION AFSCME / LOCAL 1

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 20244 through June 30, 20274.

As used in this Memorandum of Understanding, the words "days" or "working days" shall be deemed to mean those days of the week that the City Hall of the City of San Rafael is open for business, unless there is a specific reference to calendar days.

1 GENERAL PROVISIONS

1.1 Introduction

1.1.1 Scope of Agreement

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and the Public Employees Union AFSCME / Local 1 (herein-after called "AFSCME / Local 1") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

1.1.2 Term of MOU

This agreement shall be in effect from July 1, 20244 through June 30, 20274.

1.2 RECOGNITION

1.2.1 Bargaining Unit

City hereby recognizes AFSCME / Local 1 as bargaining representative for the purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the Bargaining Unit.

1.2.2 Notice to Employees

Whenever a person is hired in any of the job classifications set forth herein, City shall notify such person that AFSCME / Local 1 is the recognized bargaining representative for employees in that classification.

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1.3 NON-DISCRIMINATION

1.3.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, marital status, medical condition or disability. Any employee alleging such discrimination should use the internal, administrative process explained in the City of San Rafael's Policy Against Harassment, Discrimination and Retaliation to redress the situation. Such employees shall be entitled to AFSCME / Local 1 representation but are not entitled to seek redress using the grievance procedure of this MOU.

1.3.2 Bargaining Unit Discrimination

No member, official, or representative of AFSCME / Local 1 shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation by the Bargaining Unit.

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and AFSCME / Local 1 agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

1.5 Existing Laws, Regulations & Policies

This agreement is subject to all applicable laws of the State of California, ordinances, regulations, and policies of the City of San Rafael.

1.6 STRIKES & LOCKOUTS

During the term of this Memorandum, the City agrees that it will not lock out employees, and AFSCME / Local 1 agrees that it will not agree to, encourage or approve any strike or slowdown growing out of any dispute relating to the terms of this Agreement. The Bargaining Unit will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the City that all matters of controversy within the scope of this Agreement shall be settled by established procedures set forth in the City's Charter, ordinances, and regulations, as may be amended from time to time.

1.7 SEVERABILITY

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall, if possible, enter into meet-and-confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.8 PREVAILING RIGHTS

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulation, ordinance or resolution, which are not specifically superseded by this Memorandum of Understanding, shall remain in full force and effect throughout the term of this Agreement.

1.9 Full Understanding, Modification, Waiver

1.9.1 Understanding

The parties jointly represent to the City Council that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein.

1.9.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum.

The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring by mutual agreement.

2 MMBA

2.1 BARGAINING UNIT RIGHTS

2.1.1 Bargaining Unit Stewards Designation

The Bargaining Unit shall, by written notice to the City Manager, designate certain of its members as AFSCME / Local 1 Representatives. AFSCME / Local 1 Representatives shall be permitted reasonable time for Bargaining Unit activities including grievance representation. In all cases, the Representatives shall secure permission from the Representative's supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

AFSCME / Local 1 Representatives, for salary discussions, shall be in accordance with Meyers-Milias-Brown Act (MMBA.

2.1.2 Bulletin Boards

Authorized representatives of the Bargaining Unit shall be allowed to post AFSCME / Local 1 notices on specified bulletin boards maintained on City premises.

2.1.3 Union Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Union, as soon as possible the City will inform the employee that they are represented by the Union, inform the employee of the terms and provisions of this Memorandum of Understanding and will provide said employee with a copy of the current Memorandum of Understanding. The City shall make available up to two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Union. In addition, the City will also provide reasonable advance written notice to the Union of all employee orientations conducted by the City for its members, to include the date, time, and location of the orientation. Written notice shall be via email.

The Union will be afforded the opportunity to have the Business Agent and/or a bargaining unit member (City employee) as representatives to meet with the new employee(s). The Union's new employee orientation will be conducted during regular working hours on paid City time and at a mutually agreeable time approved by department management. At no time shall the Union's new employee orientation result in any overtime or additional costs to the City. The Union will provide the City advance notice of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

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2.1.4 Employee Information

The City shall provide the Union with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Union every 120 days. In addition, a report with similar information of each Union new hire will be provided to the Union within 30 days of the hire date.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

City agrees, upon receipt of a written request by the Bargaining Unit to deduct dues and voluntary Bargaining Unit deductions selected by members, as established by AFSCME / Local 1, from the salaries of its members. The Bargaining Unit shall notify the City in writing as to the amount of such dues uniformly required of all members of AFSCME / Local 1. The sums so withheld shall be remitted by City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Bargaining Unit bears responsibility for allocating dues and voluntary deductions pursuant to employees' requests.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over AFSCME / Local 1 dues.

2.2.2 Dues Collection during Separation from Employment

The provisions specified above (Section 2.2.1.) shall not apply during periods of separation from the Bargaining Unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to representation by the Bargaining Unit. The term separation includes transfer out of the Bargaining Unit, layoff, and leave without pay absences with duration of more than five (5) working days.

2.2.3 Indemnification

Moneys withheld by the City shall be transmitted to the Treasurer (as identified in writing by AFSCME / Local 1) at the address specified. The Bargaining Unit shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of check off of employee organization dues or service fees. In addition, the Bargaining Unit shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.3 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and excessively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- 1. To manage the City generally and to determine the issues of policy;
- 2. To determine the existence of facts which are the basis of the management decision;
- 3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services;

Local 1 MOU 202<u>4</u>1 - 202<u>7</u>4

- 4. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- 5. Methods of financing;
- 6. Types of equipment or technology to be used;
- 7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
- 8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right (after effect bargaining) to contract for or subcontract any work or operation of the City;
- 9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- 10. To relieve employees from duties for lack of work or other legitimate reasons;
- 11. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations and this MOU;
- 12. To determine job classifications and to reclassify employees;
- 13. To hire, transfer, promote and demote employees in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
- 14. To determine policies, procedures and standards for selection, training and promotion of employees;
- 15. To establish and modify employee and organizational performance and productivity standards and programs including but not limited to, quality and quantity standards; and to require compliance therewith;
- 16. To maintain order and efficiency in its facilities and operations;
- 17. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- 18. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and AFSCME / Local 1 agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Meyers-Milias-Brown Act (MMBA), case law interpreting said acts, and/or Federal law, the City shall have the duty to meet and confer with the Bargaining Unit regarding the impact of its decision/exercise of rights.

3 COMPENSATION

3.1 GENERAL WAGES AND COMPENSATION

3.1.1 Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a holiday falls on a payday, the payday will be transferred to the following day of regular business unless Finance is able to complete the payroll by the previous work day. The method of distributing the payroll shall be established by the Finance Director.

3.1.2 General Wage Increase

<u>Prior year contract extension – restoration of 3% base wage:</u> For FY 20-21, all bargaining groups (except WCE, AFSCME / Local 1, Mid-Management and Executive Management) received a 3% base wage increase for the 1-year contract extension, which was implemented for FY 20/21. The

timing of the COVID-19 pandemic and the associated financial losses which were projected at that time, resulted in an unintended disparate treatment of the bargaining groups. WCE, AFSCME / Local 1, Mid-Management and Executive Management did not receive this same 3% base wage increase for FY 20-21. However, the City is now in a financial position to "restore" the 3% base wage increase to those groups. The 3% base wage increase will apply to all AFSCME / Local 1 positions and is reflected in the attached revised salary schedules, effective on July 1, 2021.

The City shall provide the following salary increases for the listed positions in each year of the MOU, with Year 1 salary increases to become effective July 1, 20212024; or, on the first pay period after Council's approval – whichever occurs later in time.:

Administrative Assistant to Police Chief, Administrative Assistant to the City Manager, and Senior Administrative Assistant (Confidential), Administrative Assistant I/II (Confidential):

- 1.63.0% cost of living adjustmentgeneral salary increase plus 1.93.0% equity adjustment (36.500% total) in Year(s) 1, 2 and 3
- 3.0% cost of living adjustment plus 2.5% equity adjustment (5.5% total) in Year 2
- 3.0% cost of living adjustment plus 2.0% equity adjustment (5.0% total) in Year 3

Legal Assistant I/II, Human Resources Representative I/II, and Human Resources Assistant

- <u>1.63.0</u>% general salary increase cost of living adjustment plus <u>1.42.5</u>% equity adjustment (35.005% total) in Year(s) <u>1 and</u>, <u>2 and 3</u>
- 3.0% cost of living adjustment plus 1.0% equity adjustment (4.0% total) in Year 3

Payroll Technician and Payroll Administrator

• 1.63.0% general salary increase cost of living adjustment plus .91.0% equity adjustment (24.50% total) in Year(s) 1, 2, and 3

HR Representative I/II

- 1.6% general salary increase plus 2.4% equity adjustment (4.00% total) in Year 1
- 1.6% general salary increase plus .9% equity adjustment (2.50% total) in Years 2 and 3

Management Analyst and Associate Management Analyst

- 1.63.0% general salary increase cost of living adjustment plus 6.0.9% equity adjustment (29.50% total) in Year 1
- 1.63.0% general salary increase cost of living adjustment plus .45.0% equity adjustment (28.-00% total) in Years 2-and 3
- 3.0% cost of living adjustment plus 4.0% equity adjustment (7.0% total) in Year 3

Principal Accountant and Senior Accountant

- 1.63.0% general salary increase cost of living adjustment plus 2.42.0% equity adjustment (45.90% total) in Year(s) 1, and 2, and 3
- 3.0% cost of living adjustment plus 1.0% equity adjustment (4.0% total) in Year 3

Administrative Assistant I and Administrative Assistant II (Confidential) All Other Classifications

- 1.63.0% general salary increase cost of living adjustment plus 1.90% equity adjustment (34.500% total) in Year(s) 1, 2, and 3
- 1.6% general salary increase plus .9% equity adjustment (2.50% total) in Years 2 and 3

3.1.3 One-Time Payment

Effective the pay period including July 1, 2021 or the first full pay period following Council ratification of a new MOU, whichever occurs later, each employee in the bargaining unit will receive a one time payment of \$2,250 in exchange for the elimination of the Revenue Sharing provision from the MOU. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

3.1.43.1.3 Definitions

Total Compensation shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, <u>bilingual pay</u>, confidential pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

The **CPI** shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending each October during the term of the contract.

3.1.53.1.4 Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, steps and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

All initial employments shall be at the first step of the salary range. The City Manager or his/hertheir designee may authorize, upon the recommendation of the Appointing Authority, a position at an appropriate higher salary when, in his/hertheir opinion, it is necessary in order to obtain qualified personnel or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step.

3.2 STEP INCREASES

3.2.1 Entry Level Step

All initial employment shall be at the first step of the salary range, provided that the City Manager may make an appointment to a position at an appropriate higher salary when, in his/her_their opinion, it is necessary to obtain qualified personnel, or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step.

3.2.2 Consideration for Step Increases

An employee may be considered for an annual salary step increase in accordance with their anniversary date and the parameters of the salary schedule, as referenced in Exhibit A. Unless otherwise noted, salary schedule increases within established salary ranges are scheduled at yearly intervals. Advancement to a higher salary step within an established salary range is

granted for continued improvements and efficient and effective work by the employee in the performance of his/hertheir duties.

3.2.3 Merit Increases

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approval of the City Manager. Employees at the maximum step of their salary range may be granted a merit performance step increase of five percent (5%) above and beyond their salary range, either in a one-time lump sum payment or as a percent increase per paycheck for the designated period of time. Merit pay awards may be granted in recognition of meritorious performance on complex special project(s) of significant value to the organization and beyond the scope of regular duties in response to extraordinary conditions. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn and is not a disciplinary action and is not appealable.

3.2.4 Anniversary Date

Effective 1-1-89, the anniversary date for employees promoted on or after this date shall remain unchanged. Based upon job performance, as measured by a Performance Evaluation, employees may receive consideration for a step increase within their salary range on their anniversary date.

3.2.5 Promotions

Employees promoted to higher-level positions shall be placed at the step in the new salary range that will provide, at a minimum, a five (5%) increase (unless that would exceed the top step in the salary range).

3.2.6 Performance Evaluations

Prior to the completion of the probationary period, a minimum of one performance evaluation report shall be reviewed with the employee, but such report and review shall not be required prior to separating an employee during the probationary period.

Upon completion of the probationary period, a performance report shall be prepared and reviewed yearly thereafter for each employee in the Classified Service, as a means of determining whether in-grade salary increases are merited, and/or as a means of improving employee performance and communication between supervisors and subordinates.

3.3 SALARY CHANGE ON RECLASSIFICATION

If an occupied position is reclassified the incumbent shall be affected as outlined below:

3.3.1 To a Lower Classification

When a position is re-allocated to a lower classification, the incumbent is either:

- 1. Transferred to a vacant position in the former classification; or
- 2. If the incumbent's current salary is greater than the top step of the lower classification, Y-rated at the current salary until the salary of the lower classification is at or above the Y-rate.

3.3.2 To a Different Classification with the Same Salary Range

When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification, in which he-shethey shall be paid at the same step of the range and shall maintain the same salary rights.

3.3.3 To a Higher Classification

When a position is reclassified to a classification with a higher salary range, the incumbent is moved into the higher classification with the position, except in the circumstances prescribed below. Placement in the salary range shall be in accordance with the appropriate salary schedule.

If the duties upon which the reclassification are based could have been assigned to any of a number of employees in that classification within the division or department, then a promotional exam is held for the reclassified position. Such an exam is a departmental only recruitment limited to employees within that classification. If the incumbent is not successful in this competitive process, she/he is assigned to the position vacated by the promotion.

3.4 OUT OF CLASS COMPENSATION

Employees assigned in writing by their supervisor to perform work in a higher paid classification, shall be compensated at a rate 5% greater than the employee's current base salary. The out-of-class increase shall be retroactive to the first day of the assignment. If the assignment extends beyond four consecutive weeks, then the employee shall be compensated at the lower step of the classification within which the duties fall if that is greater.

3.5 ADDITIONAL PAY

3.5.1 Confidential Pay

Effective 2009, the Confidential Pay incentive for all members is included in the base salary.

3.5.2 Educational Pay

Education Pay is included in the base salary.

3.5.3 Bilingual Pay

Within the job classifications represented by the Bargaining Unit, provisions are hereby established whereby an employee may receive bilingual pay for full fluency in a foreign language.

Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition to his/hertheir Department Director for this bilingual pay incentive. With the Department Director's recommendation and on review by the Human Resources Director and approval of the City Manager, the employee may begin to receive this bilingual pay incentive.

Criteria for approval of the bilingual pay incentive by the City Manager include:

- a. Certification by a recognized school of the appropriate skill level; and/or
- b. Demonstrated ability of the proficiency level on the job; and
- c. Department Director's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.

An employee approved for the bilingual pay incentive and required in the performance of their duties to converse with the public in a language other than English shall receive an additional \$200.00 per month above their base salary.

Employees who also translate official written documents to or from a language other than English shall receive an additional \$50.00 for a total of \$250.00 per month above their base salary.

This bilingual pay incentive shall be reviewed annually and as long as the employee demonstrates (by work experience or re-testing, as determined by the City of San Rafael) the full fluency skill

level; and as long as the Department Director indicates the value of this skill to the department and the employee in the completion of their regular work assignments.

Removal of the bilingual pay incentive would be considered a non-disciplinary action and as such would not be subject to any appeal/grievance procedure.

3.5.4 Uniform Allowance

Any AFSCME / Local 1 member required to purchase a uniform to meet departmental regulations shall be reimbursed for such cost.

4 BENEFITS

4.1 EMPLOYEE BENEFITS COMMITTEE

Both parties agree to continue to utilize the Employee Benefits Committee for ongoing review of benefit programs, cost containment and cost savings options. The Committee shall be made up of representatives of the SEIU, SEIU - Childcare, Police, Police Mid-Management, Fire, Fire Chief Officers Association, Western Council of Engineers, AFSCME / Local 1, Mid-Management Employees Association and Management Executive employees.

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010, the City implemented a Full Flex Cafeteria Plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's Full Flex Cafeteria Plan shall receive a monthly flex dollar allowance to purchase benefits under the plan.

The monthly flex dollar allowance effective the paycheck of <u>July 1, 2024 December 15, 2020</u> shall be:

For employee only: \$878.0003.50For employee and one dependent: \$1,756.00606.99For employee and two or more dependents: \$1,935.33771.10

The monthly flex dollar allowance effective the paycheck of December 15, 2024 shall be:

For employee only: \$ 950.00

For employee and one dependent: \$1,900.00

For employee and two or more dependents: \$2.400.00

Flex Dollar Increases for this MOU Term

Effective December 15, 2025, and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent {5.0%} on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent {5.0%}, the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent {10%} and is less than fifteen percent {15%}, the City and the employee will split the cost of the increase above ten percent {10%} evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and AFSCME/Local 1 agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

<u>Upon expiration of the MOU, Flex the flex</u> dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/hertheir dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

<u>Conditional Opt-Out Arrangement:</u> An employee may elect to waive the City's health insurance coverage and receive a \$300 monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation, or Federal and/or California agency guidance.

The City shall be responsible for paying premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5,000 life insurance and a \$5,000 AD&D benefit.

The City shall be responsible for paying premiums for a Long-Term Disability Policy for each employee that satisfies the eligibility provisions of the long-term disability policy. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$1,000 per month.

4.2.2 Retirees Health Insurance

Employees represented by AFSCME / Local 1 who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

- a. Employees hired on or before January 1, 2010. The City shall make a monthly retiree health insurance payment into a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's total payment, which includes the PEMHCA minimum contribution, shall not exceed \$659 per month. The City's retiree health contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.
 - Employees receive the pro-rated amount based on their status at the time of retirement. For example: if an employee works parttime and retires while working part-time, then the employee receives a pro-rated contribution based on the employee's parttime status at the point of retirement.
- b. **Employees hired on or after January 1, 2010** and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection 4.2.2.b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

The City shall additionally make available a retiree health care trust to enable these employees (hired on or after January 1, 2010) to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 125 hours of sick leave time after the conversions.

4.2.3 Pro Rata Benefit Rules

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the City to be used for enrollment in City offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency.

4.2.4 Health and Dependent Care Spending Accounts

City will offer as part of its Section 125 Plan, for as long as such a plan is desired by AFSCME / Local 1 and available pursuant to the IRS Code, Health and Dependent Care Spending Accounts. The Flexible Spending Accounts offered by the City include:

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2003 at IRS Code limit, not to exceed \$2,500. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. Dependent Care Spending Account: Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000). Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- c. Premium Only Plan: Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

The City shall establish an annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. above. The City shall have the authority to implement changes

to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.2.5 Health Insurance Providers

The City shall have the option, after meeting and consulting with representatives of AFSCME / Local 1, of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits from those benefits available under the PERS program.

4.3 DENTAL PLAN

The City will provide a dental insurance program which offers 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20); and an 80% payment of eligible costs associated with crown and cast restoration per patient per calendar year and orthodontic coverage for eligible dependents (50/50). The dental provider will provide payments for covered services at the percentage indicated in the plan booklet up to a maximum of \$1,500 for each enrollee in each calendar year.

Dental insurance enrollment will be available to part time, permanent employees working at least 20 hours per week (FTE level of position). The City's contribution towards the monthly dental insurance premium will be prorated based on the FTE level of the part time employee.

4.4 VISION PLAN

The City will contract for and pay for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium for such enrollment.

4.5 RETIREMENT CONTRIBUTION

4.5.1 Member Contribution

AFSCME / Local 1 members shall pay the full share of the employee's contribution to the Marin County Retirement System.

Effective when feasible in accordance with MCERA and City administrative requirements all unit employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The City of San Rafael acknowledges that under its current practice, the employee's share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

4.5.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all eligible AFSCME / Local 1 members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in

accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members.

Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or hertheir retirement or some other period designated by the retiring employee.

4.5.3 Member Cost of Living Rates

AFSCME / Local 1 members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. AFSCME / Local 1 member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.5.4 Pension Committee

A representative of the Union will participate in the City-wide pension committee.

4.6 STATE DISABILITY INSURANCE (SDI) AND PAID FAMILY LEAVE (PFL)

Employees will have the full premium cost for SDI or PFL coverage automatically deducted from their paycheck and no City contribution will be made toward participation in the plan.

It is incumbent upon the employee to keep the City advised of their medical status and eligibility for SDI or PFL. With this notification, SDI or PFL benefits, as determined by the State, shall be integrated with accrued sick and vacation leave.

4.7 DEFERRED COMPENSATION

Effective simultaneously with the increase in employee contribution by one percent (1%) to be contributed toward the normal cost of pension benefits provided by MCERA as described in Article 4.1.4, the City will contribute one percent (1%) of pensionable compensation toward a City-provided deferred compensation plan.

The City will make an additional contribution equivalent to one and six hundredths percent (1.06%) of base pay into a City-provided deferred compensation plan for each member of the unit to be paid in installments on a pay period basis following agreement.

4.8 GYM REIMBURSEMENT

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym membership. Such reimbursement shall be processed annually and reported as taxable income to the employee.

4.9 BENEFIT REOPENER

The City may reopen negotiations during the term of this Agreement to meet and confer on a replacement health, dental and life insurance/AD&D plan provider.

5 LEAVES

5.1 SICK LEAVE

5.1.1 Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave may not be used at an employee's discretion but shall be allowed only in case of necessity and actual sickness or disability. The employee is required to notify employee's immediate supervisor or Department Director according to department Rules and Regulations at the beginning of his/hertheir duties for three (3) or more consecutive work days.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to any amount, but a cap exists for payoff purposes (see Section 5.1.6). The sick leave accrual rate is prorated for eligible part time employees.

5.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- Personal illness of the employee or illness within the immediate family (family member means an employee's spouse, registered domestic partner, sibling, parent, parent-in-law, grandchild, grandparent and any unmarried child, including adopted child, a stepchild, or recognized natural child who lives with the employee in a regular parent-child relationship), or physical incapacity of the employee resulting from causes beyond the employee's control; or
- Enforced quarantine of the employee in accordance with community health regulations; or
- 3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave.
- 4. Personal illness of an employee's parent that requires the employee to attend to their care.

5.1.4 Advance of Sick Leave

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who has been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such unaccrued leave.

5.1.5 Service Credit for Sick Leave

Employees who retire from the City of San Rafael within 120 days of leaving City employment (excludes deferred retirements) shall receive employment service credit for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement (see Section 5.1.6).

Employees hired on or after July 1, 2009 are not eligible to receive employment service credit of all accrued, unused sick leave for retirement purposes.

5.1.6 Compensation for Unused Portion

Upon termination of employment by resignation, retirement or death, a regular employee who leaves the City service in good standing shall receive compensation for all accumulated unused sick leave based upon the following formula: a rate of three percent (3%) for each year of service (i.e., 3% times number of employment service years). The maximum number of accumulated,

unused sick leave an employee may be compensated for upon termination of employment is 600 hours. See Section 5.1.5 regarding service credit option for accumulated, unused sick leave that the employee is not compensated for upon termination.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted <u>to</u> each eligible employee. Vacation leave accrued shall be prorated for those employees working less than full time. Employees will be permitted to use <u>their</u> accrued vacation leave <u>after six (6) months of employmentas outlined in Article 5.2.3</u> subject to the approval of the Department Director.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall accrue vacation at the following rate for continuous service. Each service year in the chart begins on the first working day and ends on the last day of the service year:

Service Year	Annual Hours	Hours Per Month
1	75.000 hours	6.2500
2	75.000 hours	6.2500
3	75.000 hours	6.2500
4	112.500 hours	9.3750
5	117.867 hours	9.8222
6	123.234 hours	10.2695
7	128.601 hours	10.7167
8	133.968 hours	11.1640
9	139.335 hours	11.6110
10	144.702 hours	12.0580
11	150.000 hours	12.5000
12	157.500 hours	13.1250
13	165.000 hours	13.7500
14	172.500 hours	14.3750
15	180.000 hours	15.0000
16 plus	187.500 hours	15.6250

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Department Director, may advance vacation credits to any permanent regular and permanent part time employee.

No employee may accrue more than 250 hours. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

The time at which an employee may use <u>his/hertheir</u> accrued vacation leave and the amount to be taken at any one time, shall be determined by employee's Department Director with <u>particular</u> regard for the needs of the City but also, insofar as possible, considering the wishes of the

employee. In the event that one or more City holidays falls within an annual vacation leave, the vacation hours that shall be charged against any employee's accrued vacation shall be those hours that the employee is regularly scheduled to work.

Employees who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

5.2.4 Vacation Cash-In

An employee who has taken at least ten (10) days of vacation in the preceding twelve (12) months may request that accrued vacation, not to exceed seven (7) days, be converted to cash payments and the request may be granted at the discretion of the City Manager. Employees cannot cash in more than seven (7) days of vacation in any one twelve (12) month period.

5.3 HOLIDAYS

In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

All employees who are required to work on a day designated as an authorized holidayeligible for compensation for the paid holiday, other than a day on which an election is held throughout the state, shall be paid at the applicable rate of pay for the number of hours actually worked.

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

The following paid holidays will be observed:

January 1 st	New Year's Day		
The third Monday in January	Martin Luther King Jr. Day		
The third Monday in February	Washington's Birthday/President's Day		
March 31 st	Cesar Chavez Day		
The last Monday in May	Memorial Day		
June 19 th	<u>Juneteenth</u>		
July 4 th	Independence Day		
The first Monday in September	Labor Day		
November 11 th	Veteran's Day		
The fourth Thursday in November	Thanksgiving Day		
The fourth Friday in November	Day after Thanksgiving		
December 25 th	Christmas Day		

In addition to designated holidays, employees in this Bargaining Unit receive <u>onetwo</u> (12) floating holidays <u>provided in January of each year</u>. Floating holidays not used <u>by the end of the calendar year</u> are added to <u>the employee</u>'s vacation balance.

5.4 OTHER LEAVE

5.4.1 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, parent-in-law, sibling, grandparent, grandchild or relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the

employee's household, up to five (5) days may be granted for <u>paid</u> bereavement leave. <u>All</u> <u>bereavement leave must be exhausted within 3 months of the date of the death of the family member and may be taken intermittently.</u>

In those cases where the death involves an individual who had such a relationship with the employee, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Department Director as part of the request for bereavement leave.

<u>Unit members may make a request to the Human Resources Director, or their designee, to use</u> bereavement leave for a relative other than those listed above.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

5.4.2 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Appointing Authority and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.3 Military Leave

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the appointing authority and the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.4 Leave of Absence Without Pay

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Accrued vacation leave must be exhausted prior to the granting of leave without pay.

5.4.5 Industrial Injury Leave

For benefits under Workers Compensation, an employee should report any on the job injury to his/hertheir supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources Department coordinates benefits for Worker's Compensation claims. For further information, see the City's Workers' Compensation policy located on the Intranet at https://intranet.cityofsanrafael.org.

Employees of the City who have suffered any disability arising out of and in the course of their employment as defined by the Worker's Compensation Insurance and Safety Act of the State of California are entitled to all benefits allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

Temporary disability payments (TD) are made to all employees (full and part-time) when a physician reports an employee is unable to perform their job duties due to an industrial injury and the City cannot accommodate the restrictions mandated by their physician. TD is set by State law and is approximately two-thirds of full salary with state-mandated minimums and maximums. For full-time, regular employees, however, the City augments TD payments with salary continuation, as follows:

Workers Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths (3/4) of the regular full pay for the following six (6) calendar months.

Sick Leave Usage Post Industrial Injury/Illness

The following rule applies to employees who have an accepted industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- a. The employee has reached maximum medical improvement and/or has been determined "permanent and stationary."
- b. The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred next steps would include:

- a. The interactive process; attempt to locate other appropriate employment within the City
- b. If none available proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.6 Family Medical Leave

Family leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991. Requests for Family Care Leave are submitted to the employee's Department Director for approval and reviewed by the Human Resources Director for consistency with the law prior to approval. Employees approved for this type of leave must use appropriate accrued and unused vacation leave and/or compensatory time before going on leave without pay status. Accrued and unused sick leave may be used if appropriate and requested. Sick leave usage is to be consistent with sick leave provisions of the MOU. To be eligible for this family leave benefit, an employee must have worked continuously for the City of San Rafael for at least 12 months and have worked a minimum of 1250 hours in the previous 12-month period. For details, please see the City's FMLA policy located on the Intranet at <a href="https://intranet.cityofsanrafael.org/https://intranet.cityofsanrafael.o

5.4.7 Catastrophic Leave

Catastrophic Leave shall be in accordance with the City-wide Catastrophic Leave Policy located on the City's Intranet at https://intranet.cityofsanrafael.org.

5.4.8 Administrative Leave

Employees filling positions designated as exempt from overtime shall receive five (5) days of Administrative Leave each calendar year subject to the approval of the Department Director and the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave Balances be paid to an exempt confidential employee upon his/hertheir resignation.

5.4.9 Paid Parental Leave

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

- 1. Birth of a child of the employee, the employee's spouse, or the employee's registered domestic partner.
- 2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

Benefit and Use:

- 1. Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby bonding.

 Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.
- 2. PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12- month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.
- 3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.
- 4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
- 5. PPL shall be used in a block of continuous time or on an intermittent or reduced schedule.

 Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
- 6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
- 7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.
- 8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

Coordination of Benefits & Leaves:

- PPL taken under this policy will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to department approval.

• An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

5.4.10 End of Life Care Leave

Eligibility:

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

Benefit and Use:

- 1. Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.
- 2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.
- 3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
- 4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
- 5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
- 6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.
- 4.7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 Hours of Work

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and

administrative leave deduction and sick and administrative leave accrual purposes shall be 7.5 hours per day.

6.2 OVERTIME

Overtime shall mean actual time authorized and worked beyond thirty-seven and one half (37.5) hours in the regular work week. A work or duty week shall be defined as seven (7) consecutive calendar days. Overtime is compensable to the nearest half-hour and must have prior authorization and approval of the Department Director.

Each Department Director shall have the authority to designate certain job classifications for mandatory overtime in emergencies. In the event the Department Director determines that there is a staffing need during an emergency, the Department Director shall first make a reasonable effort to seek qualified volunteers to work overtime during the emergency. If the Department Director determines that there are an insufficient number of volunteers, or if time constraints prevent the soliciting of volunteers, the Department Director may order employees in the designated classifications to report to work in overtime status to address the emergency.

6.3 COMPENSATORY TIME POLICY

With the Department Director's approval, compensatory time, in lieu of overtime pay, may be taken subject to the following rules:

6.3.1 Accrual Limit

Employees may accrue up to 125 hours of compensatory time after which said employee must accept overtime pay in lieu of accruing additional compensatory time.

6.3.2 Overtime Rate

Employees who work overtime may be paid for it at the rate of time and one-half or may accrue compensatory time at a rate of time and one-half subject to the limitations in Section 6.3.1. Employees who elect compensatory time must take the time off, preferably within the quarter during which it was earned, and shall not be paid for it.

6.4 PROBATIONARY PERIOD

6.4.1 Purpose of Probation

After passing an examination and accepting appointment, each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

6.4.2 Length of Probationary Period

The probationary period on original and promotional appointment shall be for one (1) year.

6.4.3 Rejection During Probation

During the probationary period an employee may be rejected at any time by the Appointing Authority without the right of appeal.

6.4.4 Notification of Rejection

On determining that a probationary employee's work is not satisfactory, the Appointing Authority shall notify the Human Resources Director in writing of his/hertheir intention to terminate the employee. After discussion with the Human Resources Director, the Appointing Authority shall notify his/hertheir rejection.

6.4.5 Extension of Probationary Period

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.4.6 Regular Status

Regular status shall commence with the day following the expiration date of the probationary period.

6.4.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher position classification provided he/she isthey are certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.4.8 Unsuccessful Passage of Promotional Probattion

An employee who does not successfully pass <u>his/hertheir</u> promotional probationary period shall be reinstated to the position in which the employee held regular status prior to <u>his/hertheir</u> promotion. Provided, however, that if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

6.4.9 Lateral Transfer Probation

Voluntary transfers to another job classification, within the same salary range, shall require a six (6) month probationary period. In the event of unsuccessful passage of this period refer to Section 6.4.8.

6.5 TRANSFERS / REASSIGNMENTS

6.5.1 Types of Transfers

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

a. Intra-departmental transfers.

The Appointing Authority shall have the authority to transfer an employee from a position in one division of a department to a position in the same or similar classification with the same salary range, in the same division or to another division of the same department (at any time and for any duration).

b. Inter-departmental transfers.

An employee may transfer from a position in one (1) department to a position in the same or similar classification in another department, provided the consent of the two Appointing Authorities and the City Manager is obtained.

c. Voluntary Transfers.

An employee may make a written request for transfer to the Human Resources Director to a position in the same or similar classification with the same salary range. Such a transfer may be made on the recommendation of the affected Department Director(s) and the approval of the City Manager.

6.5.2 Minimum Qualifications & Probation

Any persons transferred to a different position shall possess the minimum qualifications for the position.

6.5.3 Transfer Procedures

The City Manager may authorize the transfer of an employee from one position to another of the same or comparable class of work and where the same general type of examination is given for entrance to such a position.

Transfers from one department to another department having a different jurisdiction or different function shall be done only with the consent of the Department Directors, involved, unless such a transfer is ordered by the City Manager for purpose of economy or efficiency.

Any person transferred to a different position shall possess the minimum qualifications for the position.

Employees who have completed their initial probation may seek voluntary transfers to positions within the same job class, and/or lower level job classes as long as the employee meets the minimum qualifications for the position. Employees seeking transfer should submit a completed application to the Human Resources Department. As vacancies occur, transfer candidates may receive consideration along with those on the eligibility list.

6.6 Personnel Rules & Regulations

AFSCME / Local 1 agrees to accept the City's Personnel Rules and Regulations.

6.6.1 Confidential Nature of Personnel Records

All personnel records and files and examination materials are confidential. The Human Resources Director shall take all necessary steps to protect the confidentiality of those materials. Disclosure of such records shall be governed by the Public Records Act, Government Code Sections 6250, et. seq. Individual employees may review their official personnel file maintained by Human Resources Department and/or respective appointing authority. With the written consent of the employee, the authorized representative of the recognized employee organization may also review that personnel file.

6.6.2 Confidential Nature of Medical Records

All medical records and files are the property of the City of San Rafael. These confidential records and files are to be maintained in a file separate from the employee's personnel file in the Human Resources Department. Disclosure of such records shall be governed by the Public Records Act, Government Code, Section 6250, et. seq.

6.6.3 Outside Employment Policy

AFSCME / Local 1 members should refer to the City wide Policy on outside employment, located on the City's Intranet (https://intranet.cityofsanrafael.org) for policies and procedures related to outside employment.

6.6.4 Use of City Vehicle

At the discretion of the Department Director, a AFSCME / Local 1 employee may be assigned a City vehicle for job related duties during regular working hours. Only in emergency conditions will an employee be allowed to take a City vehicle home and only with prior approval of the Department Director.

6.6.5 Safety Policy

The City of San Rafael is committed to providing a safe and healthy place to work. The City shall furnish safety devices and safeguards, and shall adopt and use methods and processes adequate to ensure that the work place is safe and healthy. Employees are expected to obey safety rules and make proper use of safety gear and equipment. The City's safety policies and procedures shall comply with all applicable state laws related to a safe work environment.

6.7 MISCELLANEOUS

6.7.1 Hazardous Materials

First responders at this level (awareness only) are those who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response operations level. "Awareness" individuals take no action beyond notifying the designated authorities of the release. The Deputy Fire Marshal is the Hazardous Materials Coordinator for the City of San Rafael.

It is understood and agreed by both parties that employees represented by AFSCME / Local 1 do not have any responsibility to clean up, mitigate or otherwise dispose of hazardous materials. The Fire Department personnel and/or contract personnel have the direct responsibility of dealing with hazardous materials.

6.7.2 Gratuities / Solicitation of Contributions

Gratuities and solicitation of gratuities shall be governed by the City's Personnel Rules and Regulations.

6.7.3 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to an employee shall be returned.

6.7.4 Political Activity

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.7.5 Employment of Relatives

Employment of relatives shall be governed by the City's Personnel Rules and Regulations.

6.7.6 Labor / Management Meetings

During the term of the Agreement, the City and the Bargaining Unit agree that consultation meetings may contribute to improved employer-employee relations. Issues relating to the usage of volunteers and temporary/part-time/seasonal employees, promotional opportunities and the implementation of safety programs will serve as a basis for initial agenda items to be discussed and acted upon.

The committee shall be comprised of two (2) AFSCME / Local 1 representatives and three (3) representatives from City Management. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting. It is intended that the subject matter will not include issues subject to Article 7.4 Grievance Procedures.

6.7.7 Contract Orientation Work Sessions

The City and the Bargaining Unit agree that the individuals having responsibility for the enforcement of the Agreement, AFSCME / Local 1 Representatives and Department Directors/Supervisors, shall participate in an Annual Contract Orientation Work Session for the purpose of obtaining a better understanding of the provisions of the contract. These work sessions shall be held on City time and facilities.

6.7.8 Harassment Policy

Employees shall adhere to the City's Policy against Harassment, located on the City's Intranet (https://intranet.cityofsanrafael.org).

6.7.9 Work Place Conduct

Employees, managers and supervisors will treat each other, regardless of position or profession, with dignity, courtesy, trust and respect. Disputes over the interpretation or application of this section will not be subject to the arbitration process of this agreement.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

The Appointing Authority may demote an employee when the following occurs:

- a. The employee FAILS to perform his/hertheir required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which he-she doesthey do not possess the minimum qualifications. When the action is initiated by the Appointing Authority, written notice of demotion shall be provided to an employee at least ten (10) working days before the effective date of the demotion, and a copy filed with the Human Resources Department.

Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3, "Disciplinary Action."

7.1.2 Suspension

The Appointing Authority may suspend an employee from a position at any time for a disciplinary purpose. The intended suspension action shall be reported immediately to the Human Resources Director, and shall be taken in accordance with Article 7.3, "Disciplinary Action".

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

An employee wishing to leave City service in good standing shall file with <u>his/hertheir</u> immediate supervisor, at least fourteen (14) days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Appointing Authority and the Human Resources Department.

7.2.2 Termination - Layoff (Lack of work or funds)

The Appointing Authority may terminate an employee because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work for which employment was made.

The City will not layoff any employees in the bargaining unit between July 1, 2011 and December 31, 2011, unless the City is subject to significant revenue reduction (a reduction of one percent (1%) or more in General Fund revenue) due to state cuts or reduction in other revenue sources.

7.2.3 Termination - Disciplinary Action

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3, "Disciplinary Action".

7.2.4 Retirement

Retirement from City services shall, except as otherwise provided, be subject to the terms and conditions of the City's contract as amended from time to time, with the Marin County Retirement System.

7.2.5 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Notification of Weingarten Rights

The City will inform all members of their rights to Union representation (Weingarten Rights) prior to any meetings in which disciplinary action may be a result.

7.3.2 Right to Discipline & Discharge

Upon completion of the designated probationary period an employee shall be designated as a non-probationary employee and the City shall have the right to discharge or discipline any such employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging during the term of this Memorandum of Understanding, in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding. The City shall use progressive disciplinary steps (i.e., reprimand, suspension, demotion, discharge) unless the violation is such as to justify termination. Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

In addition, the City may discipline or discharge an employee for the following: Fraud in securing appointment; negligence of duty; violation of safety rules; unacceptable attendance record including tardiness, overstaying lunch or break periods; possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours; inability, unwillingness, refusal or failure to perform work as assigned, required or directed; unauthorized soliciting on City property or time; conviction of a felony or conviction of a misdemeanor involving moral turpitude; unacceptable behavior toward (mistreatment of discourteousness to) the general public or fellow employees or officers of the City; falsifying employment application materials, time reports, records, or payroll documents or other City records; misuse of City property; violation of any of the provisions of these working rules and regulations or departmental rules and regulations; disorderly conduct, participation in fights, horseplay or brawls; dishonesty or theft; establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action; failure to perform to an acceptable level of work quality and quantity; insubordination; other acts inimical to the public service; inability or refusal to provide medical statement on cause of illness or disability.

7.3.3 Preliminary Notice

A non-probationary employee shall receive a preliminary written notice from the employee's Supervisor of any proposed disciplinary action that involves the loss of pay. The notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documents upon which the disciplinary action is based must be attached to the notice.

Upon the receipt of the notice, the employee shall have five (5) days to appeal the matter in writing to Step 2 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the Department Director has conducted a hearing with the employee and employee's representative present and having heard the response of the employee. If no written appeal is filed within five (5) days, the employee shall be deemed to have waived their his right to proceed with the steps for appeal in the Grievance Procedure.

7.3.4 Disciplinary Action and Appeal

After hearing the response of the employee, the Department Director may order that the proposed disciplinary action or modification thereof be imposed. Such notification shall be issued in writing within 10 days of the meeting.

If the employee elects to appeal the Department Director action, he/shethey may request a confidential settlement conference with the City Manager. Participation in the confidential settlement conference shall be voluntary. For pre-termination disciplinary action, the decision of the City Manager shall be final and binding.

For disciplinary discharges only, if the matter is still unresolved after the confidential settlement conference, the employee shall notify the City within ten (10) days that the discharge is appealed to Step 4 (Arbitration) of the Grievance Procedure. The discharge appeal shall then proceed in accordance with the Grievance Procedure.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

- Grievance is a dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding. All ordinances, resolutions, rules and regulations, which are not specifically covered by the provisions of this Memorandum shall not be subject to the Grievance Procedure.
- 2. **Day** shall mean any day that the City Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the City.
- 3. **Grievant** may be an individual employee or a group of employees or AFSCME / Local 1 on the behalf of a group of employees or AFSCME / Local 1 on its own behalf on matters involving the City and AFSCME / Local 1 relationship.

Time limits begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

7.4.2 Procedure

Step 1

Within seven (7) working days of when the grievant knew or should have known of the act or omission causing the grievance the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor. Within five (5) working

days thereafter the immediate supervisor shall investigate and respond to the allegations of the grievant.

Step 2

If the grievant is not satisfied with the resolution at Step 1 the grievant must reduce the grievance to writing and present it to the Department Director within five working (5) days. The written grievance shall contain a statement of facts about the nature of the grievance and shall identify the specific provisions of this Memorandum of Understanding alleged to be violated, applicable times, places and names of those involved, the remedy or relief requested, and shall be signed by the grievant. The Department Director shall confer with the grievant and within ten (10) working days respond to the allegations in writing.

Step 3

If the grievant is not satisfied with the resolution at Step 2, the grievant shall, within five (5) working days, appeal the matter to the City Manager.

The City Manager shall investigate the matter, conduct a hearing if the City Manager deems it appropriate and within ten (10) working days, thereafter, respond to the allegations in writing.

Step 4

If the grievance remains unresolved after Step 3, the Bargaining Unit may give written notice to the City's Human Resources Department within ten (10) working days after receipt of the response in Step 3; notify the City that AFSCME / Local 1 wishes to appeal the grievance to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing. Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin.

7.4.3 Arbitration

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing should be held within 60 calendar days of the selection of the arbitrator. The hearing shall be informal and need not be conducted according to technical rules of evidence. Repetitious evidence may be excluded and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters, and he/shethey may call, recall and examine witnesses, as she/shethey deems proper.

The burden of proof shall be upon AFSCME / Local 1 in grievance matters and upon the City in disciplinary discharge matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision which shall be final and binding upon the City, AFSCME / Local 1 and any employee(s) involved in the grievance or disciplinary discharge.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this Memorandum of Understanding. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant, and what the proper remedy, if any, shall be, or in the case of disciplinary discharge matters, whether the City allegations are accurate and the appropriateness of the disciplinary discharge.

The fees and expenses of the arbitrator shall be shared equally by AFSCME / Local 1 and the City. All other expenses shall be borne by the party incurring them. The cost of the services for

the court reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests. Then the costs will be shared.

7.4.4 General Provisions

- 1. Employees who participate in the Grievance Procedure, by filing a grievance or acting, as a witness on the behalf of either party shall be free from discrimination by either AFSCME / Local 1 or the City.
- 2. A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and have access to all information regarding the basis of the grievance upon which the City relies in making its determinations.
- 3. If the City management fails to respond within the specified time limits, the grievance shall, at the request of AFSCME / Local 1, be moved to the next step of the procedure. If AFSCME / Local 1 or a grievant fails to process or appeal a grievance within the specified time limits, the matter shall be deemed withdrawn with prejudice. The parties may, by mutual agreement, waive the steps in the procedure.
- 4. If a hearing is held during work hours of employee witnesses, such employees shall be released from duties without loss of pay or benefits to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.
- 5. The Human Resources Department shall act as the central repository for all grievances.
- 6. Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, AFSCME / Local 1 Representative or any management official involved in responding to the grievance shall automatically extend the time limits by the same number of days of absence.

7.5 Position Reclassification

The process by which an individual position may be audited to review the appropriateness of its classification is provided in this Article.

7.5.1 Purpose

This administrative procedure shall establish consistent guidelines for the creation and/or review of a position's job classification.

7.5.2 *Policy*

The City of San Rafael seeks to maintain a classification system and process whereby all positions are accurately classified on the basis of current and ongoing job responsibilities officially assigned to said position(s).

7.5.3 Creation of New Position

The Appointing Authority or their designee may during the budget process request the creation of a new job classification by:

- 1. Completion of prescribed personnel form(s) and a position description questionnaire form.
- 2. Completed forms shall be submitted to the City's Human Resources Department.
- 3. Human Resources Department staff shall within 60 calendar days of receipt of the forms complete a formal audit of the proposed job class and prepare a written report.
- 4. The written report shall be submitted to the City Manager and the City Council for final approval.
- 5. Creation of a new job classification shall be effective with the start of the new fiscal year.

7.5.4 Reclassification

The Appointing Authority or their designee or an incumbent of a position or AFSCME / Local 1 on behalf of an employee may request, in writing, a classification review. This classification review may be requested if the position has not been reviewed within the previous twelve (12) months and either permanent and substantial changes have been made in the duties and responsibilities assigned to the position or there is evidence that the majority (50% or more) of the work being performed is not appropriate for the position's current classification.

- 1. All requests for reclassification must be submitted to the Human Resources Department on prescribed personnel form(s) by the appointing authority. Reclassification requests must be accompanied by a current job description approved by the position's immediate supervisor and appointing authority.
- 2. Employee initiated reclassification requests must first be directed to the employee's Appointing Authority. The appointing authority shall forward the employee's request to the Human Resources Director within ten (10) days of receipt.
- 3. The Human Resources Director shall ensure the review (audit) of the employee's position is completed within sixty (60) calendar days of receipt of the request in the Human Resources Department.
- 4. Based upon the analysis and evaluation of a position, the Human Resources Department reviewer may recommend that the position be sustained in its current class or be reclassified (up or down) to the proper classification based upon the assigned work. The City Manager or their designee shall review all reclassification recommendations made by the Human Resources Department.
- 5. Within ten (10) days of receipt of the written audit decision the affected employee(s) may, in writing, submit a request for review of this decision to the City Manager. This request for review must show substantial error and/or omission on the part of the auditor. The City Manager may render a decision on the appeal on the basis of the written material or may interview the involved parties to discuss the specific error or omission prior to rendering a decision.
- 6. The City Manager shall have final decision-making authority on all reclassifications.
- 7. Reclassifications shall be effective the first of the month following final approval of the action. Any changes of pay as a result of the reallocation shall be in accordance with the City's Personnel Rules and Regulations in effect at the time.

7.6 FURLOUGH PROGRAM

Both the City of San Rafael and AFSCME / Local 1 recognize the unpredictable shifts in funding that affect City finances. Through this recognition and in a cooperative spirit the City of San Rafael and AFSCME / Local 1 have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael, the City shall meet and consult with the Bargaining Unit at least 60 days prior to implementation of the Furlough Program. The procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

7.6.1 Voluntary Time Off (VTO)

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

- 1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
- 2. An employee selecting at least a 5% reduction of hours through the VTO would receive "float days" as described in Section 7.6.2, item 4.b.
- 3. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.
- 4. Employees will be allowed to exceed a 5% reduction of hours through the VTO with review of the Department Director and approval of the City Manager and such approval shall be revocable should the City determine that the impact of the absence can not be absorbed by the Department. Prior to revoking approval, the City will contact the employee and review pertinent information which would impact the employee's ability to return to work. Should the City need to remove additional VTO, such removal would be considered a non-disciplinary action and would not be subject to any appeal/grievance procedure.

7.6.2 Mandatory Time Off (MTO)

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Director and City Manager) and after consultation with AFSCME / Local 1.

- 1. Employees may not take paid vacation time in lieu of designated MTO time.
- 2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will not impact Marin County retirement calculations of average compensation or service credit as the City and employee will continue to fund the full amounts. If the Marin County Retirement Association changes its policy on this, the City will, effective the first of the month following notice from the Marin County Retirement Association, make the necessary change in the program's administration to correspond with the change in the policy.
- 3. MTO time shall apply toward time in service for step increases and completion of probation.
- 4. Other Terms and Conditions:
 - a. The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
 - b. Float time accrued through the MTO Program must be taken in the next fiscal year following the furlough, with supervisory approval or the leave will be forfeited. The float days have no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced float time, said employee would be eligible to take the unused float time during the thirty-day layoff notice period.
 - c. Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City and AFSCME / Local 1 agree to re-open negotiations on this Furlough Plan.

7.7 REDUCTION IN FORCE

7.7.1 Authority

The Appointing Authority may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency.

7.7.2 Notice

Regular employees designated for layoff or demotion shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be notified.

7.7.3 Order of Layoff

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description and salary. Extra hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full time permanent employee.

7.7.4 Seniority

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

- a. Seniority within the affected classification will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro rata basis to full time service. Time spent on a City Manager approved leave of absence without pay does not count toward seniority.
- b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- c. If all of the above factors are equal, the date regular status in City service is achieved shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

7.7.5 Bumping Rights

An employee designated to be laid off may bump into a class at the same salary level, or into the next lower classification in which such employee has previously held regular status. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

7.7.6 Transfer Rights

The Human Resources Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.7.3, but no longer than the effective date of such layoff or reduction.

7.7.7 Layoff Procedure Notification

Once the decision has been made to reduce the workforce per this MOU, the City will meet with the Bargaining Unit to review and receive feedback on the procedure to be used to inform and process the lay-offs. The information gained in this meeting from the Bargaining Unit by the City will be advisory and non-binding.

7.8 RE-EMPLOYMENT

7.8.1 General Guidelines

Individuals who have been laid off or demoted shall be offered re-appointment to the same or similar classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in

which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

7.8.2 Right to Re-Employment

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

7.8.3 Time Limits

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

7.8.4 Availability

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

7.8.5 Probationary Status

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

7.8.6 Restoration of Benefits

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

AFSCME / Local 1:	CITY OF SAN RAFAEL:
Lisa Davis, Business Agent AFSCME / Local 1	Allison Hernandez, Chief Negotiator Burke Williams Sorensen
Anita Rose, Administrative Assistant to the Police Chief, AFSCME / Local 1	Nick Biss, Principal HR Analyst
Laraine Gittens, Legal Assistant II AFSCME / Local 1	
Walter Gonzalez, Management Analyst AFSCME / Local 1	
Date	Date



Agenda Item No: 6.e

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office/Human Resources

Prepared by: Angela Robinson Piñon,

Assistant City Manager

City Manager Approval:

Marissa Sanchez, Human

Resources Director

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH WESTERN COUNCIL OF

ENGINEERS' (WCE)

SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING

PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR WESTERN COUNCIL OF ENGINEERS' (WCE) BEGINNING JULY 1, 2024 THROUGH JUNE 30,

2027

RECOMMENDATION:

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the Western Council of Engineers' (WCE) beginning July 1, 2024, and ending June 30, 2027.

BACKGROUND:

The Western Council of Engineers' (WCE) represents eleven employees in the San Rafael Department of Public Works and the San Rafael Sanitation District. The most recent Memorandum of Understanding ("MOU") for WCE will expire on June 30, 2024. Representatives of the City and WCE have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and WCE signed a total package tentative agreement for a three-year successor MOU effective July 1, 2024, and WCE membership ratified the proposal on June 4, 2024.

The City's negotiations were informed by the following:

- Fiscal Sustainability and Predictability
 - Revenue Assumptions
 - o Expenditure Assumptions
 - Inflation and recession predictions
- Three-year MOUs
- Recruitment and Retention of Employees
 - Vacancy and Attrition Rates
 - Hard to fill job classifications

FOR CITY CLERK ONLY
Council Meeting:
Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

- Compensation of Comparable Agencies as Specified in the Current MOU
- Internal Equity and Compaction

ANALYSIS:

The following section summarizes the terms and significant economic items in the successor MOU between the City and WCE. In addition to the economic items, some operational items were addressed in the final agreement.

- 1. Term of the Agreement: July 1, 2024, through June 30, 2027
- 2. Salary Increase (Article 3.1.2): All classifications in the bargaining group will receive a 3.0% general salary increase each year of the MOU. In addition, individual classifications will receive equity adjustments based on the labor market adjustment agreed to for each position. The total value of the salary increases applied across the bargaining group is as follows:
 - a. Year 1: A 3.0% cost of living increase and a 2.5% to 3.5% equity adjustment (dependent upon position) for a total increase of 5.5% to 6.5%
 - b. Year 2: A 3.0% cost of living increase and a 2.5% to 3.5% equity adjustment (dependent upon position) for a total increase of 5.5% to 6.5%
 - c. Year 3: A 3.0% cost of living increase and a 2.5% to 3.5% equity adjustment (dependent upon position) for a total increase of 5.5% to 6.5%

The salary schedule included in the attached MOU authorizes the proposed new salary range for each position.

3. Full Flex Cafeteria Plan (Article 4.2.1): To address rising healthcare costs and improve the City's ability to recruit and retain employees and to improve the market position among comparator agencies, employees will receive an increase in their monthly Flex Dollar Allowance as noted below:

Health Tier	Current	Increase	Effective Dec 2024
Employee Only	\$ 909.25	\$ 40.75	\$ 950.00
Employee +1 dependent	\$ 1,826.94	\$ 73.06	\$ 1,900.00
Employee + Family	\$ 1,982.82	\$ 417.18	\$ 2,400.00

For the term of this MOU, on December 15, 2025, and December 15, 2026, the flex dollar amount shall increase up to a maximum of 5%, based on the Kaiser Bay Area premium rate increase. If the Kaiser Bay Area premium rate increase is between 10%-15%, the City and represented employees will split the cost of the increase above ten percent (10%) evenly. Should the rate increase exceed 15%, the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. Upon expiration of the MOU, the flex dollar amount increase shall revert back to a maximum of 3%, based on the Kaiser Bay Area premium rate increase.

- **4. Professional Development (Article 3.5.2):** Increases the annual professional development reimbursement from \$500 to \$1,000.
- 5. Bilingual Pay (Article 3.5.5): Increases compensation for employees fluent in a language other than English. Employees who demonstrate proficiency in speaking and writing a language may

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

receive up to an additional \$250 monthly, an increase of \$100 monthly from the current amount.

- 6. Non-Economic Items: In addition to the items discussed above, an agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:
 - Gender Neutral Language (Throughout MOU): Replaced references to "he," "she," "his," and "hers" with "they," "them," and "their."
 - Holidays Days Observed (Article 5.3.1): Incorporates side letter recognizing Juneteenth as a City holiday.
 - Bereavement Leave (Article 5.4.1): Updated existing bereavement language to comply with changes in state law.
 - <u>Paid Parental Leave</u> (Article 5.4.8): Provides 300 hours of paid parent leave for employees following the birth or adoption of a child.
 - End of Life Care Leave (Article 5.4.9): Provides up to 80 hours of paid leave for an employee who is providing care to a family member at the end of their life.

FISCAL IMPACT:

The current total annual salary and benefit cost for the 11 employees of WCE is \$2,047,065. The additional ongoing incremental cost of the successor MOU beyond the fiscal year 2023-24 budget is:

	Incremental FY 2024-25	Incremental FY 2025-26	Incremental FY 2026-27
Wages:			
Salary	\$ 72,812	\$ 77,050	\$ 81,536
Other Costs:			
Pension*	\$ 30,683	\$ 32,468	\$ 34,357
Taxes (Medicare, WC)	\$ 1,864	\$ 1,972	\$ 2,087
Benefits	\$ 22,192	<u>\$ 11,060</u>	<u>\$ 11,620</u>
Total Annual Incremental Costs:	\$ 127,551	\$ 122,550	\$ 129,600
Total Over Term of Contract	\$ 382,653	\$ 245,100	\$ 129,600
			\$ 757,353

^{*}This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.

Over the term of the agreement, the contract costs are \$757,353 for an effective date of July 1, 2024. The increase in compensation included in this resolution is being reflected in the City's FY 2024-25 budget and updated budget projections.

OPTIONS:

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

- Adopt the resolution.
- · Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 4

RECOMMENDED ACTION:

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the Western Council of Engineers' (WCE) beginning July 1, 2024, and ending June 30, 2027.

ATTACHMENTS:

- 1. Resolution with attached MOU between the City of San Rafael and the Western Council of Engineers' (WCE) for July 1, 2024, to June 30, 2027 (and all attachments)
- 2. Draft MOU with tracked changes

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND WESTERN COUNCIL OF ENGINEERS' (WCE) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2024 THROUGH JUNE 30, 2027)

WHEREAS, the City of San Rafael and representatives of WCE have met and conferred in good faith with regard to wages, hours and working conditions in accordance with the provisions of the Meyers-Milias-Brown Act; and

WHEREAS, a Memorandum of Understanding ("MOU") pertaining to the three-year period from July 1, 2024, through June 30, 2027, has been ratified by WCE members.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

<u>Section 1:</u> From and after the date of adoption of this Resolution, the City of San Rafael and Western Council of Engineers' shall utilize the MOU for the period beginning July 1, 2024, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by WCE.

<u>Section 2:</u> The schedules describing classes of positions and salary ranges are attached to said MOU and, together with the MOU itself, are hereby adopted and shall be attached hereto and incorporated in full.

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 the City of San Rafael, held on the 17th of June 2024, by the following vote, to wit:

AYES:	Councilmembers:	
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
		Lindsay Lara, City Clerk

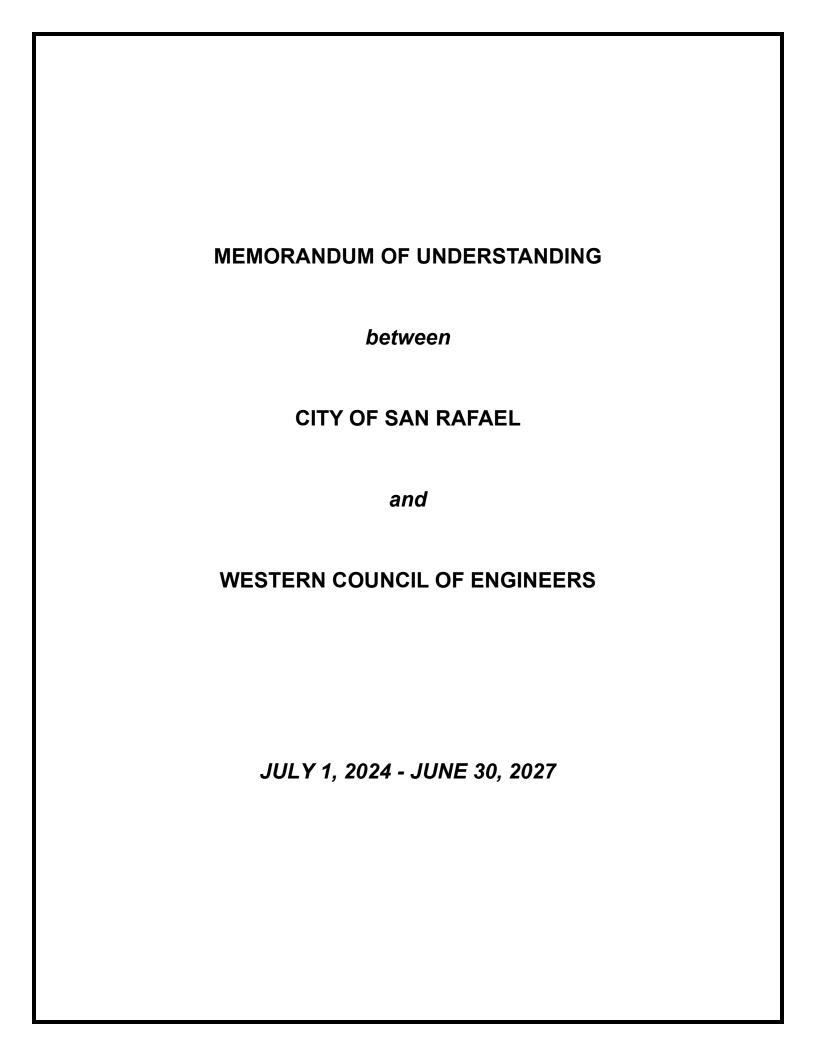




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Exhibit A Salary Schedules for July 1, 2024 – June 30, 2027

Exhibit B Classification/Compensation Summary: Benchmark Linkages

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

WESTERN COUNCIL OF ENGINEERS

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seg. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2024 and ending June 30, 2027.

1 GENERAL PROVISIONS

1.1 Introduction

1.1.1 Scope of Agreement

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and the Engineering Unit employees as represented by the Western Council of Engineers (herein-after called "WCE") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

1.1.2 Term of MOU

This agreement shall be in effect from July 1, 2024 through June 30, 2027.

1.2 RECOGNITION

1.2.1 Bargaining Unit

The City hereby recognizes the Western Council of Engineers as the bargaining representative for purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the WCE. (As referenced in Exhibit "A" and "B" attached).

1.2.2 Notice to Employees

Whenever a person is hired in any of the job classifications set forth herein, the City shall notify such person that the Western Council of Engineers is the recognized bargaining representative for employees in that classification.

1.3 Non-Discrimination

1.3.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, marital status, medical condition or disability. Any employee alleging such discrimination should use the internal administrative process explained in the City Policy against

Harassment, Discrimination and Retaliation which is available on the City's Intranet website to redress the situation. Such employees shall be entitled to WCE representation but are not entitled to seek redress using the grievance procedure of this MOU.

1.3.2 Union Discrimination

No member, official, or representative of the WCE shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of WCE.

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the WCE agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

1.5 Existing Laws, Regulations & Policies

This agreement is subject to all applicable laws of the State of California, and ordinances, regulations, and policies of the City of San Rafael.

1.6 STRIKES & LOCKOUTS

During the term of this Memorandum, the City agrees that it will not lock out employees, and the WCE agrees that it will not agree to, encourage or approve any strike, sympathy strike or slowdown growing out of any dispute relating to the terms of this Agreement. The WCE will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the City that all matters of controversy within the scope of this Agreement shall be settled by established procedures set forth in the City's charter, ordinances, and regulations, as may be amended from time to time.

1.7 SEVERABILITY

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall, if possible, enter into meet-and-confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.8 PREVAILING RIGHTS

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulation, ordinance or resolution, which are not specifically superseded by this Memorandum of Understanding shall remain in full force and effect throughout the term of this Agreement.

1.9 Full Understanding, Modification, Waiver

1.9.1 Understanding

The parties jointly represent to the City Council that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein.

1.9.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be

required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum.

The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring by mutual agreement.

2 MMBA

2.1 UNION RIGHTS

2.1.1 Union Stewards Designation

The WCE shall, by written notice to the City Manager, designate no more than two (2) of its members as WCE Officers. WCE Officers shall be permitted reasonable time for WCE activities including grievance representation. In all cases, the Officers shall secure permission from the Officer's supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

WCE Officers for salary discussions shall be in accordance with the Meyers-Milias-Brown (MMB) Act.

2.1.2 Bulletin Boards

Authorized representatives of the WCE shall be allowed to post WCE notices on specified bulletin boards maintained on City premises.

2.1.3 Association Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the City will inform the employee, as soon as possible, of the terms and provisions of this Memorandum of Understanding and will provide said employee with a copy of the current Memorandum of Understanding. The City shall make available up to two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City for its members.

2.1.4 Employee Information

The City shall provide the Association with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each Association new hire will be provided to the Association within 30 days of the hire date.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

The City agrees to deduct dues and voluntary WCE deductions selected by members as established by the WCE, from the salaries of its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The WCE bears responsibility for allocating dues and voluntary deductions pursuant to employees' requests.

2.2.2 Dues Collection during Separation from Employment

The provisions specified above (Section 2.2.1.) shall not apply during periods of separation from the WCE by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the WCE. The term separation includes transfer out of the WCE, layoff, and leave without pay absences with a duration of more than five (5) working days.

2.2.3 Agency Shop

The parties hereto recognize that, within the Agency shop provisions of this agreement, WCE employees may opt to join the WCE or register as a fee payer during the first thirty (30) days of their employment. Neither the City nor the WCE will discriminate against any employee because of the exercise of their statutory rights. The WCE agrees to its obligation to represent all of the employees in the unit fairly and equally, without regard to their membership in the WCE.

All employees, as a condition of employment, either be required to belong to the WCE or to pay to the WCE an amount equal to a fair share percentage of that which would be paid by an employee who decides to become a member of the WCE at the time of employment. Note: The WCE is obligated to annually inform the City of the fair share amount.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over WCE dues.

The WCE shall notify the City in writing as to the amount of such dues uniformly required of all members of the WCE.

2.2.4 Indemnification

Moneys withheld by the City shall be transmitted to the Treasurer of the WCE at the address specified. The WCE shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of check off of employee organization dues or service fees. In addition, the WCE shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.3 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- 1. To manage the City generally and to determine the issues of policy;
- 2. To determine the existence of facts which are the basis of the management decision;
- 3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services;
- 4. To determine the nature, manner, means, technology and extent of services to be provided to the public;

- 5. Methods of financing;
- 6. Types of equipment or technology to be used;
- 7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
- 8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right (after effects bargaining) to contract for or subcontract any work or operation of the City;
- 9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- 10. To relieve employees from duties for lack of work or other legitimate reasons;
- 11. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations and this MOU;
- 12. To determine job classifications and to reclassify employees;
- 13. To hire, transfer, promote and demote employees in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
- 14. To determine policies, procedures and standards for selection, training and promotion of employees;
- 15. To establish and modify employee and organizational performance and productivity standards and programs including but not limited to, quality and quantity standards; and to require compliance therewith;
- 16. To maintain order and efficiency in its facilities and operations;
- 17. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- 18. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and the Union agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Meyers/Milias/Brown Act, case law interpreting said acts, and/or Federal law, the City shall have the duty to meet and confer with the Union regarding the impact of its decision/exercise of rights.

2.4 COMMENCEMENT OF NEGOTIATIONS

It is mutually agreed to begin the Meet and Confer process no later than three (3) months before the expiration date of this MOU, regarding the terms and conditions applicable to successor MOUs. The process will be initiated by the Union through the submittal of potential meeting dates.

3 COMPENSATION

3.1 GENERAL WAGES AND COMPENSATION

3.1.1 Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a holiday falls on a payday, the payday will be transferred to the following day of regular

business unless Finance is able to complete the payroll by the previous workday. The method of the distributing payroll shall be established by the Director of Finance. The City will modify its pay schedule to 26 pay periods effective when administratively feasible subject to addressing of technical issues and reaching of agreement with all bargaining groups.

3.1.2 General Wage Increase

The City shall provide the following salary increases for the listed positions in each year of the MOU, with Year 1 salary increases to become effective July 1, 2024; or, on the first pay period after Council's approval – whichever occurs later in time.

Junior Engineer:

- 3.0% general salary increase plus 3.5% equity adjustment in Year 1 (6.5% total)
- 3.0% general salary increase plus 3.5% equity adjustment in Year 2 (6.5% total)
- 3.0% general salary increase plus 3.5% equity adjustment in Year 3 (6.5% total)

Assistant Engineer, Associate Civil Engineer, Senior Civil Engineer (PW), Traffic Engineer, Engineering Technician I/II, and Traffic Engineering Technician I/II:

- 3.0% general salary increase plus 2.5% equity adjustment in Year 1 (5.5% total)
- 3.0% general salary increase plus 2.5% equity adjustment in Year 2 (5.5% total)
- 3.0% general salary increase plus 2.5% equity adjustment in Year 3 (5.5% total)

Salary rates for all bargaining unit positions are shown in the salary table attached as Exhibit A.

3.1.3 Compensation Goal & Definitions

It is the goal of the City Council to try to achieve a total compensation package for all employees represented by the WCE in an amount equal to the following:

- 1. The average plus one dollar to the total compensation paid to the same or similar classifications in the following nine (9) cities: Fairfield, Vallejo, Hayward, San Leandro, Alameda, Napa, Novato, Santa Rosa and,
- 2. The highest total compensation paid to the same or similar classifications in the following agencies in Marin County: Marin County, Novato and the Jr. Engineering class for the Marin Municipal Water District.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

The CPI shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending each October during the term of the contract.

3.1.4 Compensation Surveys

To measure progress towards the above-stated goal, the City and WCE will jointly survey the identified benchmark position, *Junior Engineer*, in February of the final year of the contract.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency

as being on the salary schedule and having a job class description. Other city/agency positions are established as benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

Survey data will include all salary and benefit increases, as defined in 'total compensation'. The City and the WCE shall review the benchmark and related survey data for accuracy and completeness.

3.1.5 Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, steps and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

All initial employments shall be at the first step of the salary range. The City Manager or their designee may authorize, upon the recommendation of the Appointing Authority, a position at an appropriate higher salary when, in their opinion, it is necessary to obtain qualified personnel or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step.

3.1.6 Fair Labor Standards Act

The City may reopen negotiations during the term of this Agreement to address changes in the law governing the regular rate of pay under the FLSA.

3.2 STEP INCREASES

3.2.1 Entry Level Step

All initial employment shall be at the first step of the salary range, provided that the Department Director may make an appointment to a position at an appropriate higher salary when, in their opinion, it is necessary to obtain qualified personnel, or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step. City Manager approval is required for entry level appointment above Step C for any position.

3.2.2 Consideration for Step Increases

An employee may be considered for a salary step increase in accordance with the time interval established in the salary plan, as referenced in Exhibit "A". Unless otherwise noted, salary step increases within established salary ranges are scheduled at yearly intervals. Advancement to a higher salary step within an established salary range is granted for continued improvements and efficient and effective work by the employee in the performance of their duties.

3.2.3 Merit Increases

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approved by the City Manager. Employees at the maximum step of their salary range may be granted a merit performance step increase of five percent (5%) above and beyond their salary range. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn and is not a disciplinary action and is not appealable.

3.2.4 Anniversary Date

Based upon job performance as measured by a Performance Evaluation, employees may receive consideration for a step increase within their salary range on their anniversary date. When an employee is promoted or reclassified to a new position, the first pay date at the new position shall constitute the employee's new anniversary date for purposes of the annual Performance Evaluation.

3.2.5 *Promotions*

Employees promoted to higher-level positions shall be placed at the step in the new salary range that will provide, at a minimum, a five (5%) increase (unless that would exceed the top step in the salary range).

3.2.6 Performance Evaluations

Prior to the completion of the probationary period, a minimum of one performance evaluation report shall be reviewed with the employee, but such report and review shall not be required prior to separating an employee during the probationary period.

Upon completion of the probationary period, a performance report shall be prepared and reviewed yearly thereafter for each employee in the Classified Service, as a means of determining whether in-grade salary increases are merited, and/or as a means of improving employee performance and communication between supervisors and subordinates.

3.3 SALARY CHANGE ON RECLASSIFICATION

If an occupied position is reclassified, the incumbent shall be affected as outlined below:

3.3.1 To a Lower Classification

When a position is re-allocated to a lower classification the incumbent is either:

- 1. Transferred to a vacant position in the former classification; or
- 2. If the incumbent's current salary is greater than the top step of the lower classification, Y-rated at the current salary until the salary of the lower classification is at or above the Y-rate.

3.3.2 To a Different Classification with the Same Salary Range

When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification, in which they shall be paid at the same step of the range and shall maintain the same salary rights.

3.3.3 To a Higher Classification

When a position is reclassified to a classification with a higher salary range, the incumbent is moved into the higher classification with the position, except in the circumstances prescribed below. Placement in the salary range shall be in accordance with the appropriate salary pay plan.

If the duties upon which the reclassification are based could have been assigned to any of a number of employees in that classification within the division or department, then a promotional exam is held for the reclassified position. Such an exam is a departmental only recruitment limited to employees within that classification. If the incumbent is not successful in this competitive process, she/he is assigned to the position vacated by the promotion.

3.4 Specified Wage Adjustments / Differentials

3.4.1 Out of Class Compensation

Employees assigned in writing by their supervisor to perform work in a higher paid classification, shall be compensated at a rate 5% greater than the employee's current base salary. Eligibility for Out-of-Class compensation requires a minimum assignment of five (5) consecutive workdays. The out-of-class increase shall be retroactive to the first day of the assignment. If the assignment extends beyond four consecutive weeks, then the employee shall be compensated at the lower step of the classification within which the duties fall if that is greater. The Department Director is required to complete a Personnel Action Report (PAR), located on the Human Resources page of the Intranet, to initiate Out-of-Class Compensation.

3.4.2 Shift Differential Pay

- A three percent (3%) shift differential shall be paid for all employees in these represented bargaining groups who are regularly scheduled to work fifty percent (50%) or more of their shift between the hours of 5:00 p.m. and 11:00 p.m.
- A five percent (5%) shift differential shall be paid for all employees in these represented bargaining groups who are regularly scheduled to work fifty percent (50%) or more of their shift between the hours of 11:00 p.m. and 7:00 a.m.
- Employees in job classes not identified in this section who are assigned to work the swing or graveyard shift time periods on a temporary basis and/or on an overtime basis are excluded from shift differential pay for those time periods.
- Shift differential shall not be considered an additional percentage on salary for personnel involved but shall apply only to hours actually worked; e.g., differential does not apply to sick leave, vacation or compensatory time, but does include overtime for employees regularly assigned to the swing or graveyard shifts.

3.5 ADDITIONAL PAY

3.5.1 Required Professional Licenses and Registration

The City shall continue to reimburse employees for the fee charged by the State of California for any renewal fees for their professional registration(s) as a Civil or Traffic Engineer, or for any other engineering registrations which employees may hereafter receive, which are required by the employee's position. Verification of the renewal of the professional registration is required in order to receive the reimbursement.

3.5.2 Professional Development

For each year of this MOU, each employee shall receive reimbursement up to a maximum of one thousand dollars (\$1,000.00) for professional development. The monies allocated under this section shall be job-related and/or related to an employee's potential career advancement in their field. It is agreed that the Professional Development Expenditure is not a substitute for the Public Works' Department's training budget.

Bargaining Unit Members are eligible for up to two (2) working days per fiscal year to further their professional development that is directly relevant to their employment with the City. Employees must submit requests for the time out of the office at least three (3) weeks in advance and obtain supervisor and/or director approval. Should the request be denied, the employee may submit the request in advance to Human Resources for appeal, whose decision will be final. These two (2) days are intended to be used when an employee wants to pay for their own professional development opportunity. Professional development opportunities that the department agrees to sponsor will be considered separate from these two (2) days out of

the office and will be designated as working time and will not be counted against the two additional working days described above in this section.

3.5.3 Allowable Expenses

Reimbursement under this Section is intended to include items which relate to an employee's job classification and/or which promote and enhance an employee's development of skills, expertise and education in their profession. The items may include, but are not limited to the following:

- Technical and educational books, including electronic books, publications and coursework;
- Subscriptions to professional journals or magazines, including on-line subscriptions;
- Membership dues to professional organizations which are related to current employment, including but not limited to the American Society of Civil Engineers, traffic engineering associations and water engineering issues-related associations;
- Registration, application, or examination fees for registration or certification within their profession, as well as for preparatory courses or materials for such a registration exam;
- Tuition, fees and books for successful completion of courses related to an employee's
 job or professional development including webinars and on-line courses. If the course is
 graded, reimbursement will be dependent upon at least a passing grade (C or better,
 Pass or Complete) in the course;

Registration fees, materials and expenses, including travel expenses, related to attendance at seminars and conferences to be job related and/or will assist the employee to prepare for career advancement, prior supervisor approval is necessary for this expense.

3.5.4 Procedures for Reimbursement

All receipts for reimbursement, whatever the aggregate value, must be submitted as soon as possible after the expense is incurred, but must, in any event, be submitted before the end of the fiscal year.

The decision as to whether expenditures under this section are eligible for reimbursement under this section will be made by the Department Director or designee, in consultation with the Human Resources Director. Requests for reimbursements will not be unreasonably denied. If the request for reimbursement is denied, the Department Director or designee must state, in writing, the reasons for the denial. The employee and a representative of WCE, if requested by the employee, shall meet with the Department Director or designee and Human Resources Director to discuss the reasons for the denial, and the employee will have an opportunity to state why such reimbursement is appropriate.

3.5.5 Bilingual Pay

Within the job classifications represented by the WCE, provisions are hereby established whereby an employee may receive bilingual pay for full fluency in a foreign language.

Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition to their Department Director for this bilingual pay incentive. With the Department Director's recommendation and on review by the Human Resources Director and approval of the City Manager the employee may begin to receive this bilingual pay incentive.

Criteria for approval of the bilingual pay incentive by the City Manager includes:

- a. Certification by a recognized school of the appropriate skill level; and/or
- b. Demonstrated ability of the proficiency level on the job; and
- c. Department Director's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.

Employees who have been approved for the bilingual pay incentive and are required in the performance of their duties to converse with the public in a language other than English shall receive an additional \$200.00 per month above their base salary.

Employees who also translate official written documents to or from a language other than English shall receive an additional \$50.00 for a total of \$250.00 per month above their base salary.

This bilingual pay incentive shall be reviewed annually and shall continue as long as the employee demonstrates (by work experience or re-testing, as determined by the City of San Rafael) the full fluency skill level; and as long as the Department Director indicates the value of this skill to the department and the employee in the completion of their regular work assignments.

Removal of the bilingual pay incentive would be considered a non-disciplinary action and as such would not be subject to any appeal/grievance procedure.

3.5.6 Uniform Allowance

The safety shoe allowance of \$170.00/year will be discontinued and the \$170.00/year will be added to base pay effective July 2014.

4 BENEFITS

4.1 EMPLOYEE BENEFITS COMMITTEE

Both parties agree to continue to utilize the Employee Benefits Committee for ongoing review of benefit programs, cost containment and cost savings options. The Committee shall be made up of representatives of the SEIU, Western Council of Engineers, Local 1 - Confidential, Police, Police Mid-Management, Fire, Fire Mid-Management, Mid-Management Employees Association and Executive employees.

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010, the City implemented a Full Flex Cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the plan.

Effective July 1, 2024, the monthly flex dollar allowance shall be:

For employee only: \$ 909.25 For employee and one dependent: \$1,826.94 For employee and two or more dependents: \$1,982.82

The monthly flex dollar allowance effective the paycheck of December 15, 2024 shall be:

For employee only: \$ 950.00

For employee and one dependent: \$1,900.00 For employee and two or more dependents: \$2,400.00

Flex Dollar Increases for this MOU Term

Effective December 15, 2025, and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

Upon expiration of the MOU, the flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and their dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits.

<u>Conditional Opt-Out Arrangement:</u> An employee may elect to waive the City's health insurance coverage and receive a \$300 monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- The employee certifies that the employee and all individuals in the employee's tax family
 for whom coverage is waived have alternative Minimum Essential Coverage as defined by
 the Patient Protection and Affordable Care Act through a provider other than a federal
 marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

The City shall be responsible for paying premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5,000 life insurance and a \$5,000 AD&D benefit.

The City shall be responsible for paying premiums for a Long-Term Disability Policy for each employee that satisfies the eligibility provisions of the long-term disability policy. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$1,000 per month.

4.2.2 Retirees Health Insurance

Employees represented by WCE who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

a. Employees hired on or before January 1, 2010 - The City shall make a retiree health insurance payment on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's total payment, which includes the PEMHCA minimum contribution, shall not exceed \$752 per month. The City's retiree health contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

Employees receive the pro-rated amount based on their status at the time of retirement. For example: if an employee works part-time, and retires while working part-time, then the employee receives a pro-rated contribution based on the employee's part-time status at the point of retirement.

b. Employees hired on or after January 1, 2010 and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.3 B, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

The City shall additionally make available a retiree health care trust to enable these employees (hired after January 1, 2010) to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 125 hours of sick leave after the conversion.

4.2.3 Pro Rata Benefit Rules

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the City to be used for enrollment in City offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency.

4.2.4 Health and Dependent Care Spending Accounts

The City will offer as part of its Section 125 Plan, for as long as such a plan is desired by the WCE and available pursuant to the IRS Code, Health and Dependent Care Spending Accounts. The Flexible Spending Accounts offered by the City include:

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2003 at IRS Code limit, not to exceed \$2,500. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. Dependent Care Spending Account: Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 per calendar year). Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- c. Premium Only Plan: Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

The City shall establish an annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. The City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.2.5 Health Insurance Providers

The City shall have the option, after meeting and consulting with WCE representatives, of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits from those benefits available under the PERS program.

4.3 DENTAL PLAN

4.3.1 Dental Plan

The City will provide a dental insurance program which offers 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20); and an 80% payment of eligible costs associated with crown and cast restoration per patient per calendar year and orthodontic coverage for eligible dependents (50/50). The dental provider will provide payments for covered services at the percentage indicated in the plan booklet up to a maximum of \$1,500 for each enrollee in each calendar year.

Dental insurance enrollment is available to part time, regular, permanent employees working at least 20 hours per week. The City's contribution towards the monthly dental insurance premium will be prorated based on the FTE level of the part time employee.

4.4 VISION PLAN

The City will contract for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium costs for such enrollment.

4.5 RETIREMENT CONTRIBUTION

4.5.1 Member Contribution

WCE members shall pay the full share of the employee's contribution to the Marin County Retirement System.

Effective when feasible in accordance with MCERA and City administrative requirements, all unit employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The City of San Rafael acknowledges that, under its current practice, the employee's share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

4.5.2 Retirement Plans

On July 1, 2004, the City provided the Marin County Employee Retirement Association 2.7% at 55-retirement program to all miscellaneous members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of their retirement or some other period designated by the retiring employee.

4.5.3 Member Cost of Living Rates

Association members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.5.4 Service Credit for Sick Leave

Employees who retire from the City of San Rafael within 120 days of leaving City employment (excludes deferred retirements) shall receive employment service credit for retirement purposes only for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation at the time of retirement pursuant to Section 5.1.5. Compensation for Unused Sick Leave).

Employees hired on or after July 1, 2009 are not eligible to receive employment service credit of any accrued, unused sick leave for retirement purposes.

4.5.5 Pension Committee

A representative of the Union will participate in the City-wide pension committee.

4.6 STATE DISABILITY INSURANCE (SDI)

Employees will have the full premium cost for SDI or PFL coverage automatically deducted from their paycheck and no City contribution will be made toward participation in the plan.

It is incumbent upon the employee to keep the City advised of their medical status, within HIPAA guidelines, and eligibility for SDI or PFL. With this notification, SDI or PFL benefits, as determined by the State, shall be integrated with accrued sick and vacation leave in the following manner:

- 1. Employee notifies supervisor of disability and need for time off. At the same time, employee files for SDI or PFL through the State Office.
- 2. Supervisor verifies from leave records the employee's accrual balances and projects whether or not employee would, under normal circumstances, be placed in a leave without pay status during the time off period.
- 3. Personnel Action Report (PAR) is completed by the supervisor to document request and approval of extended leave.
- 4. Human Resources Department, on receipt of the PAR, contacts employee and supervisor to discuss availability of coordination of SDI or PFL with leave benefits.
- 5. Once the employee begins receiving SDI or PFL compensation, the City will begin its integration. The City will do this by reducing the amount of SDI or PFL compensation from the employee's normal compensation. The balance will be paid using available sick hours. If an employee exhausts sick leave, the balance will be paid using vacation or other accrued leave.
- 6. When an employee receives the first SDI or PFL payment (issued via an EDD debit card) and statement, the employee must provide a copy of the statement and a personal check to the City for the amount of the SDI or PFL payment that is received. The City will then restore the sick or other accrued leave hours reflected in the SDI or PFL payment. To determine the leave hours to be restored, the City will divide the SDI or PFL payment by the employee's hourly rate.
- 7. Once the City has determined the amount of the ongoing SDI or PFL payment, the City will automatically reduce the employee's compensation by the amount of the state payment and apply the necessary amount of sick leave or other accrued leave as appropriate to equal full pay for the duration of the leave. The employee's combined compensation from SDI or PFL and accrued leave may not exceed 100% of regular pay.
- 8. The Human Resources Department, after notification from Payroll, notifies the employee when they have used all accrued sick and/or vacation time and when leave without pay status (LWOP) begins. Excluding qualifying FMLA/CFRA leave, once the employee is on LWOP they will keep any SDI payments received and would be fully responsible for the monthly health, dental and life insurance premiums if they chose to remain in the group plans. FMLA/CFRA provide an exception and are referenced under Section 5.4.6.

4.7 DEFERRED COMPENSATION

Effective simultaneously with the above-described increase in employee contribution by one percent (1%) to be contributed toward the normal cost of pension benefits provided by MCERA as described in Article 4.4.1, the City will contribute one percent (1%) of pensionable compensation toward a City-provided, deferred compensation plan.

5 LEAVES

5.1 SICK LEAVE

5.1.1 *Eligibility*

Sick leave with pay shall be granted to each eligible employee. Sick leave may not be used at an employee's discretion but shall be allowed only in case of necessity and actual sickness or disability. The employee is required to notify employee's immediate supervisor or Department Director according to department Rules and Regulations at the beginning of their daily duties. The City has the right to request a medical verification from an employee who is absent from their duties for two (2) or more consecutive workdays. The verification shall be either a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to any amount, but a cap exists for payoff purposes (see Section 5.1.5.). The sick leave accrual rate is prorated for eligible part time employees.

5.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- Personal illness or physical incapacity of the employee or illness within the immediate family. Family is defined as an employee's spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, sibling or unmarried children including adopted children, stepchildren, or recognized natural children who live with the employee in a regular parent-child relationship.;
- 2) Enforced quarantine of the employee in accordance with community health regulations;
- 3) Medical appointments that cannot be scheduled during non-working hours.

5.1.4 Advance of Sick Leave

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who has been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such un-accrued leave.

5.1.5 Compensation for Unused Sick Leave

Upon termination of employment by resignation, retirement or death, a regular employee who leaves the City service in good standing shall receive compensation for all accumulated unused sick leave based upon the following formula: a rate of three percent (3%) for each year of service (i.e., 3% times number of employment service years). The maximum number of accumulated, unused sick leave an employee may be compensated for upon termination of employment is 600 hours. See Section 4.5.4 regarding Service Credit option for accumulated, unused sick leave that the employee is not compensated for upon termination.

5.2 VACATION LEAVE

5.2.1 *Eligibility*

Annual vacation with pay shall be granted each eligible employee. Vacation leave accrual shall be prorated for those employees working less than full time. Employees will be permitted to use accrued vacation leave subject to the approval of the Department Director.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall accrue vacation at the following rate for continuous service. (Each service year in the chart begins on the first working day and ends on the last days of the service year.)

Service Year	Annual Hours	Hours/Month
1-3	75.000	6.2500
4	112.500	9.3700
5	117.867	9.8222
6	123.234	10.2695
7	128.601	10.7167
8	133.968	11.1640
9	139.335	11.6110
10	144.702	12.0580
11	150.000	12.5000
12	157.500	13.1250
13	165.000	13.7500
14	172.500	14.3750
15	180.000	15.0000
16+	187.500	15.6250

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Department Director, may advance vacation credits to any permanent regular and permanent part-time employee.

No employee may accrue more than 250 hours. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

The time at which an employee may use their accrued vacation leave and the amount to be taken at any one time, shall be determined by employee's Department Director with particular regard for the needs of the City but also, insofar as possible, considering the wishes of the employee.

The maximum amount of vacation leave that may be taken at any given time shall be that amount that has accrued to the employee concerned, subject to the Department Director's approval. The minimum amount of vacation that may be taken at any given time shall be one-half (1/2) hour. Vacation leave granted by the City and used by an employee shall be deducted from the employee's vacation leave bank.

In the event that one or more City holidays falls within an annual vacation leave, only those hours that the employee is regularly scheduled to work shall be charged against any employee's accrued vacation.

Upon termination, an employee shall be compensated in cash at their current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap, provided that the employee has successfully completed their initial probationary period.

5.3 HOLIDAYS

5.3.1 Paid Holidays

In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

All employees who are eligible for compensation on the paid holiday, other than a day on which an election is held throughout the state, shall be paid at the applicable rate of pay for the number of hours actually worked.

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

The following holidays will be observed:

January 1 st	New Year's Day	
The third Monday in January	Martin Luther King Jr. Day	
The third Monday in February	Washington's Birthday/President's Day	
March 31 st	Cesar Chavez Day	
The last Monday in May	Memorial Day	
June 19 th	Juneteenth	
July 4 th	Independence Day	
The first Monday in September	Labor Day	
November 11 th	Veteran's Day	
The fourth Thursday in November	Thanksgiving Day	
The Friday after the fourth	Doy ofter Thankagiving	
Thursday in November	Day after Thanksgiving	
December 25 th	Christmas Day	

In addition to designated holidays, employees in this Unit receive one (1) floating holiday provided in January of each year. Floating holidays not used by the end of the calendar year are added to the employee's vacation balance. Part-time employees will be paid for holidays on a pro-rated basis.

5.4 OTHER LEAVES

5.4.1 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, parents in-laws, grandchild, grandparent relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to five (5) days may be granted for paid bereavement leave. All bereavement leave must be exhausted within 3 months of the date of death of the family member and may be taken intermittently.

In those cases where the death involves an individual who had such a relationship with the employee, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Department Director as part of the request for bereavement leave.

Unit members may make a request to the Human Resources Director, or their designee, to use bereavement leave for a relative other than those listed above.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

5.4.2 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Appointing Authority and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.3 Military Leave

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the appointing authority and the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.4 Leave of Absence Without Pay

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Accrued vacation leave must be exhausted prior to the granting of leave without pay.

5.4.5 Industrial Injury Leave

For benefits under Workers' Compensation, an employee should report any on the job injury to their supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources' Department coordinates benefits for Workers' Compensation claims. For further information, see the City's Workers' Compensation policy located on the Intranet (https://intranet.cityofsanrafael.org).

All regular, full time employees of the City who have suffered any disability arising out of and in the course of their employment as defined by the Workers' Compensation Insurance and Safety Act of the State of California, may be entitled to compensation, as follows:

Temporary disability payments (TD) are made when a physician reports an employee is unable to perform their job duties and the City cannot accommodate any restrictions. The employee is not entitled to TD for the first 3 days of disability unless the employee is hospitalized as an inpatient, or off for more than 14 days. In this case, the employee shall be entitled to remain absent from duty with pay for these first 3 days. TD is set by State law and is based on potential wages lost (full or partial) due to the injury. It is approximately two-thirds of full salary with statemandated minimums and maximums. The City, however, augments regular employees' disability payments to bring them to full salary for the first three (3) calendar months and to ³/₄ pay for the next 6 months. Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths (3/4) of the regular full pay for the following six (6) calendar months.

All other employees shall be entitled to such compensation as may be allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

Sick Leave Usage Post Industrial Injury/Illness

The following rule applies to employees who have an accepted industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- The employee has reached maximum medical improvement and/or has been determined "permanent and stationary."
- The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred, next steps would include:

- The interactive process; attempt to locate other appropriate employment within the City
- If none available, proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.6 Family Medical Leave

Union members agree to adhere to the provisions of the City's Family Medical Leave Policy which is available on the City's Intranet Website.

5.4.7 Catastrophic Leave

Catastrophic leave shall be in accordance with City Catastrophic Leave Policy which is available on the City's Intranet website.

5.4.8 Paid Parental Leave

Eligibility:

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eliqible for Paid Parental Leave (PPL) to use within 12 months of the following eliqible events:

- 1. Birth of a child of the employee, the employee's spouse, or the employee's registered domestic partner.
- 2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

Benefit and Use:

- Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.
- 2. PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12- month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.
- 3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.
- 4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.

- 5. PPL shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
- 6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
- 7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.
- 8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.5.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

Coordination of Benefits & Leaves:

- PPL taken under this policy will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to department approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

5.4.9 End of Life Care Leave

Eligibility:

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

Benefit and Use:

- 1. Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.
- 2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.
- 3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
- 4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
- 5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
- 6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.
- 7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.5.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes shall be 7.5 hours per day.

6.2 OVERTIME

Overtime shall mean actual time authorized and worked beyond thirty-seven and one-half (37.5) hours in a regular work week. A work or duty week shall be defined as seven (7) consecutive calendar days. Overtime is compensable to the nearest half-hour, and must have prior authorization and approval of the Department Director.

Each Department Director shall have the authority to designate certain job classifications for mandatory overtime in emergencies. In the event the Department Director determines that there is a staffing need during an emergency, the Department Director shall first make a reasonable effort to seek qualified volunteers to work overtime during the emergency. If the Department Director determines that there are an insufficient number of volunteers, or if time constraints prevent the soliciting of volunteers, the Department Director may order employees in the designated classifications (may vary depending on the emergency but primarily relates to

job classifications in the Street Division of Public Works) to report to work in overtime status to address the emergency.

6.3 COMPENSATORY TIME POLICY

With the Department Director's approval, compensatory time, in lieu of overtime pay, may be taken subject to the following rules:

6.3.1 Accrual Limit

Employees may accrue up to 125 hours of compensatory time after which said employee must accept overtime pay in lieu of accruing additional compensatory time.

6.3.2 Overtime Rate

Employees who work overtime may be paid for it at the rate of time and one-half or may accrue compensatory time at a rate of time and one-half, subject to the limitations in Section 6.3.1. Employees who elect compensatory time must take the time off, preferably within the quarter during which it was earned, and shall not be paid for it.

6.4 STAND BY OR CALL BACK DUTY

6.4.1 Compensation When Not Assigned to Call Back Duty

When an employee not assigned to standby duty is called back to duty, the employee shall receive compensation for a minimum of four (4) hours.

6.5 PROBATIONARY PERIOD

6.5.1 Purpose of Probation

After passing an examination and accepting appointment, each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

6.5.2 Probationary Period

The probationary period on original and promotional appointment shall be for one (1) year. Employees shall receive verbal feedback from their immediate supervisor throughout the probationary period.

6.5.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Appointing Authority without the right of appeal.

6.5.4 Notification of Rejection

On determining that a probationary employee's work is not satisfactory, the Appointing Authority shall notify the Human Resources Director of their intention to terminate the employee. After discussion with the Human Resources Director, the Appointing Authority shall notify employee in writing of the rejection.

6.5.5 Extension of Probationary Period

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.5.6 Regular Status

Regular status shall commence with the day following the expiration date of the probationary period.

6.5.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher position classification provided they are certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.5.8 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass their promotional probationary period shall be reinstated to the position in which the employee held regular status prior to their promotion. Provided, however, that if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

6.5.9 Lateral Transfer Probation

Voluntary transfers to another job classification, within the same salary range, shall require a six (6) month probationary period. In the event of unsuccessful passage of this period refer to Section 6.5.8.

6.6 TRANSFERS / REASSIGNMENTS

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

a. Intra-departmental transfers.

The Appointing Authority shall have the authority to transfer an employee from a position in one division of a department to a position in the same or similar classification with the same salary range, in the same division or to another division of the same department (at any time and for any duration).

b. Inter-departmental transfers.

An employee may transfer from a position in one (1) department to a position in the same or similar classification in another department, provided the consent of the two Appointing Authorities and the City Manager is obtained.

c. Voluntary Transfers.

An employee may make a written request for transfer to the Human Resources Director to a position in the same or similar classification with the same salary range. Such a transfer may be made on the recommendation of the affected Department Director(s) and the approval of the City Manager.

6.6.1 Minimum Qualifications & Probation

Any persons transferred to a different position shall possess the minimum qualifications for the position.

6.6.2 Transfer Procedures

The City Manager may authorize the transfer of an employee from one position to another of the same or comparable class of work and where the same general type of examination is given for entrance to such a position.

Transfers from one department to another department having a different jurisdiction or different function shall be done only with the consent of the Department Directors, involved, unless such a transfer is ordered by the City Manager for purpose of economy or efficiency.

Employees who have completed their initial probation may seek voluntary transfers to positions within the same job class, and/or lower level job classes as long as the employee meets the minimum qualifications for the position. Employees seeking transfer should submit a completed application to the Human Resources Department. As vacancies occur, transfer candidates may receive consideration along with those on the eligibility list.

6.7 PERSONNEL RULES & REGULATIONS

The WCE agrees to adhere to the City's Personnel Rules and Regulations located on the City's Intranet website.

6.7.1 Drug & Alcohol Policy

The City and the WCE agree to the non-DOT general drug and alcohol policy. A copy is available with the City's policies and on the City's Intranet website.

6.7.2 Confidential Nature of Personnel Records

All personnel records and files and examination materials are confidential. The Human Resources Director shall take all necessary steps to protect the confidentiality of those materials. Disclosure of such records shall be governed by the Public Records Act, Government Code Sections 6250, et. seq. Individual employees may review their official personnel file maintained by the Human Resources Department and/or respective appointing authority. With the written consent of the employee, the authorized representative of the recognized employee organization may also review that personnel file.

6.7.3 Confidential Nature of Medical Records

All medical records and files are the property of the City of San Rafael. These confidential records and files are to be maintained in a file separate from the employee's personnel file in the Human Resources Department. Disclosure of such records shall be governed by the Public Records Act, Government Code, Section 6250, et. seq.

6.7.4 Outside Employment Policy

Outside Employment shall be in accordance with the City's Outside Employment Policy which is available on the City's Intranet website.

6.7.5 Use of City Vehicle

Public Works Supervisors, at the direction of the Department Director, will be allowed to take a City vehicle home in emergency conditions.

6.7.6 Safety Policy

The City of San Rafael is committed to providing a safe and healthy place to work. The City shall furnish safety devices and safeguards and shall adopt and use methods and processes adequate to ensure that the work place is safe and healthy. Employees are expected to obey safety rules and make proper use of safety gear and equipment. The City's safety policies and procedures shall comply with all applicable state laws related to a safe work environment.

6.8 MISCELLANEOUS

6.8.1 Gratuities/Solicitation of Contributions

Gratuities and/or solicitation of contributions are not allowed. Employees should refer to the City's Personnel Rules and Regulations.

6.8.2 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to an employee shall be returned to the employee's supervisor before leaving City employment.

6.8.3 Political Activity

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.8.4 Employment of Relatives

Employment of relatives shall be governed by the City's Personnel Rules and Regulations.

6.8.5 Labor / Management Meetings

During the term of the Agreement, the City and the WCE agree that consultation meetings may contribute to improved employer-employee relations. Issues relating to the usage of volunteers and temporary/part-time/seasonal employees, promotional opportunities, and the implementation of safety programs will serve as a basis for initial agenda items to be discussed and acted upon.

The committee shall be comprised of two (2) representatives from the Western Council of Engineers and representatives from City Management as well as the WCE Executive Director and the Human Resources Director. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting. It is intended that the subject matter will not include issues subject to Article 7.4 Grievance Procedures.

6.8.6 Contract Orientation Work Sessions

The City and the WCE agree that the individuals having responsibility for the enforcement of the Agreement, WCE Stewards and Department Directors/Supervisors shall participate in an Annual Contract Orientation Work Session for the purpose of obtaining a better understanding of the provisions of the contract. These work sessions shall be held on City time and facilities.

6.8.7 Gym Reimbursement

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym membership, personal recreation league fees or fitness-related recreation facility fees. Such reimbursement shall be processed annually and reported as taxable income to the employee.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

The Appointing Authority may demote an employee when the following occurs:

- a. The employee FAILS to perform their required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which they do not possess the minimum qualifications. When the action is initiated by the Appointing Authority, written notice of demotion shall be provided to an

employee at least ten (10) working days before the effective date of the demotion, and a copy shall be filed with the Human Resources Department.

Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3, "Disciplinary Action."

7.1.2 Suspension

The Appointing Authority may suspend an employee from a position at any time for a disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director, and shall be taken in accordance with Article 7.3, "Disciplinary Action".

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

An employee wishing to leave the City service in good standing shall file with their immediate supervisor, at least fourteen (14) days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Appointing Authority and Human Resources Department.

7.2.2 Termination - Layoff (Lack of work or funds)

The City will not layoff any employees in the bargaining unit between July 1, 2011 and December 31, 2011, unless the City is subject to significant revenue reduction (a reduction of one percent (1%) or more in General Fund revenue) due to state cuts or reduction in other revenue sources.

The Appointing Authority may terminate an employee because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work for which employment was made.

7.2.3 Termination - Disciplinary Action

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3, "Disciplinary Action".

7.2.4 Retirement

Retirement from the City services shall, except as otherwise provided, be subject to the terms and conditions of the City's contract as amended from time to time, with the Marin County Retirement System.

7.2.5 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Upon completion of the designated probationary period, an employee shall be designated as a non-probationary employee and the City shall have the right to discharge or discipline any such employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging during the term of this Memorandum of Understanding in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding. The City shall use progressive disciplinary steps (i.e., reprimand, suspension, demotion, discharge) unless the violation is such as to justify termination. Disciplinary action

shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

In addition, the City may discipline or discharge an employee for the following: Fraud in securing appointment; negligence of duty; violation of safety rules; unacceptable attendance record including tardiness, overstaying lunch or break periods; possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours; inability, unwillingness, refusal or failure to perform work as assigned, required or directed; unauthorized soliciting on City property or time; conviction of a felony or conviction of a misdemeanor involving moral turpitude; unacceptable behavior toward (mistreatment of discourteousness to) the general public or fellow employees or officers of the City; falsifying employment application materials, time reports, records, or payroll documents or other City records; misuse of City property; violation of any of the provisions of these working rules and regulations or departmental rules and regulations; disorderly conduct, participation in fights, horseplay or brawls; dishonesty or theft; establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action; failure to perform to an acceptable level of work quality and quantity; insubordination; other acts inimical to the public service; inability or refusal to provide medical statement on cause of illness or disability.

7.3.2 Preliminary Notice

A non-probationary employee shall receive a preliminary written notice from the employee's Supervisor of any proposed disciplinary action that involves the loss of pay. The notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documents upon which the disciplinary action is based must be attached to the notice.

Upon the receipt of the notice, the employee shall have five (5) days to appeal the matter in writing to Step 2 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the Department Director has conducted a hearing with the employee and employee's representative present and having heard the response of the employee. If no written appeal is filed within five (5) days, the employee shall be deemed to have waived their right to proceed to Step 4 of the Grievance Procedure.

7.3.3 Disciplinary Action and Appeal

After hearing the response of the employee, the Department Director may order that the proposed disciplinary action or modification thereof be imposed. Thereafter, the employee shall have ten (10) days to appeal this matter to the City Manager. The City Manager shall investigate the matter, conduct an informal hearing if the City Manager deems it appropriate and, within ten (10) days thereafter, respond to the allegations in writing. For pre-termination disciplinary action of suspension and reduction in pay, the decision of the City Manager shall be final and binding.

For disciplinary demotions and discharges only, if this matter remains unresolved, the WCE may, by written notice to the Human Resources Director within ten (10) days after the receipt of the City Manager's response, inform the City that the WCE wishes to appeal the decision to demotion or discharge to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Mediation and Conciliation Service containing nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing. Each party shall then alternately strike a name until

only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin. As used herein, the word "days" shall be deemed to mean City established working days for non-safety employees.

7.3.4 Harassment Policy

It is the City's intent and purpose to provide all officials, employees, applicants, and contractors with an environment that is free from any form of harassment, discrimination or retaliation. Employees shall refer to the City Policy against Harassment, Discrimination and Retaliation which is available on the City's Intranet website.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

- Grievance is a dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding. All ordinances, resolutions, rules and regulations, which are not specifically covered by the provisions of this Memorandum shall not be subject to the Grievance Procedure.
- 2) **Day** shall mean any that the City Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the City.
- 3) Grievant may be an individual employee or a group of employees or the Union on the behalf of a group of employees or the Union on its own behalf on matters involving the City and Union relationship.
- 4) **Time limits** begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

7.4.2 Procedure

Step 1.

Within seven (7) days of when the grievant knew or should have known of the act or omission causing the grievance the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor.

Within five (5) days thereafter the immediate supervisor shall investigate and respond to the allegations of the grievant.

Step 2.

If the grievant is not satisfied with the resolution at Step 1 the grievant must reduce the grievance to writing and present it to the Department Director within five (5) days.

The written grievance shall contain a statement of facts about the nature of the grievance, and shall identify the specific provisions of this Memorandum of Understanding alleged to be violated, applicable times, places and names of those involved, the remedy or relief requested, and shall be signed by the grievant.

The Department Director shall confer with the grievant and within ten (10) days respond to the allegations in writing.

Step 3.

If the grievant is not satisfied with the resolution at Step 2, the grievant shall within five (5) days appeal the matter to the City Manager.

The City Manager shall investigate the matter, conduct a hearing if the City Manager deems it appropriate and within ten (10) days, thereafter, respond to the allegations in writing.

Step 4.

If the grievance remains unresolved after Step 3, the Union may, by written notice to the City Human Resources Department within ten (10) days after the receipt of the response in Step 3, notify the City that the Union wishes to appeal the grievance to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing.

Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin.

7.4.3 Arbitration

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing should be held within 60 calendar days of the selection of the arbitrator. The hearing shall be informal and need not be conducted according to technical rules of evidence. Repetitious evidence may be excluded and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters, and they may call, recall and examine witnesses, as they deem proper.

The burden of proof shall be upon the WCE in grievance matters and upon the City in disciplinary discharge matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision which shall be final and binding upon the City, the WCE and any employee(s) involved in the grievance or disciplinary demotion or discharge.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this Memorandum of Understanding. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant and what the proper remedy, if any, shall be, or, in the case of disciplinary discharge matters, whether the City allegations are accurate and the appropriateness of the disciplinary demotion or discharge.

The fees and expenses of the arbitrator shall be shared equally by the WCE and the City. All other expenses shall be borne by the party incurring them. The cost of the services of court reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests; then the costs will be shared equally.

7.4.4 General Provisions

- 1. Employees who participate in the Grievance Procedure by filing a grievance or acting as a witness on the behalf of either party shall be free from discrimination by either the WCE or the City.
- 2. A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and to have access to all information regarding the basis of the grievance upon which the City relies in making its determinations.
- 3. If a grievant, or the WCE on behalf of the grievant, fails to carry their grievance forward to the next level within the prescribed time period, the grievance shall be deemed withdrawn unless the parties have mutually agreed to an extension of timelines. If a supervisor or manager fails to respond with an answer within the given period of time, the grievant may appeal to the next higher level. The parties may by mutual agreement waive the steps in the procedure.

- 4. If a hearing is held during work hours of employee witnesses, such employees shall be released from duties, without loss of pay or benefits, to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.
- 5. The Human Resources Department shall act as the central repository for all grievances.
- 6. Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, the WCE Executive Director or any management official involved in responding to the grievance shall automatically extend the time limits by the same number of days of absence.

7.5 Position Reclassification

Reclassification of positions covered by this MOU shall be in accordance with the City's Reclassification Policy available on the City's Intranet website

7.6 FURLOUGH PROGRAM

Both the City of San Rafael and the WCE recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit, the City of San Rafael and the WCE have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs, however, in the event it is necessary to implement due to continued economic problems in the City of San Rafael, the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

7.6.1 Voluntary Time Off (VTO)

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

- 1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
- 2. An employee selecting at least a 5% reduction of hours through the VTO would receive "float" days as described in Section 7.6.2. (4.a.).
- 3. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.
- 4. Employees will be allowed to exceed a 5% reduction of hours through the VTO with review of the Department Director and approval of the City Manager and such approval shall be revocable should the City determine that the impact of the absence can not be absorbed by the Department. Prior to revoking approval, the City will contact the employee and review pertinent information which would impact the employee's ability to return to work. Should the City need to remove additional VTO, such removal would be considered a non-disciplinary action and would not be subject to any appeal/grievance procedure.

7.6.2 Mandatory Time Off (MTO)

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Director and City Manager) and after consultation with WCE.

a. Employees may not take paid vacation time in lieu of designated MTO time.

- 2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will not impact Marin County retirement calculations of average compensation or service credit as the City and employee will continue to fund the full amounts. If the Marin County Retirement Association changes its policy on this, the City will, effective the first of the month following notice from the Marin County Retirement Association, make the necessary change in the program's administration to correspond with the change in the policy.
- 3. MTO time shall apply toward time in service for step increases and completion of probation.

4. Other Terms and Conditions:

- a) The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
- b) Float time accrued through the MTO Program must be taken in the next fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced float time, said employee would be eligible to take the unused furlough induced float time during the thirty-day layoff notice period.
- c) Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City and WCE agree to re-open negotiations on this Furlough Plan.

7.7 REDUCTION IN FORCE

7.7.1 Authority

The Appointing Authority may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency.

7.7.2 *Notice*

Regular employees designated for layoff or demotion shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be notified.

7.7.3 Order of Layoff

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description and salary. For WCE represented engineering positions, the classifications will be Engineering Technician I/II, Traffic Engineering Technician I/II, Assistant Engineer, Associate Engineer, Senior Associate Engineer, Land Development Engineer, Civil Engineer, Traffic Engineer separately. Each classification stands alone for purpose of layoffs. Any layoff will be based on seniority within the classification and will be implemented in the following order: extra hire employees, probationary employees and regular employees. In effecting the preceding order, a part-time regular employee with more seniority can displace a full-time regular employee.

7.7.4 Seniority

Probationary employees will always be laid off before employees who have regular status in a classification. If two or more employees within a classification have achieved regular status, such employees will be laid off or reduced on the following basis:

- a. Seniority within the classification will be determinative. Any layoffs in these classes will be based on overall seniority in the classification, not on the basis of any working title or currently assigned duties.
- b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- c. If all of the above factors are equal, the date regular status in City service is achieved shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

7.7.5 Bumping Rights

An employee designated to be laid off may bump into a class at the same salary level, for which he or she qualifies or into the next lower classification in which such employee has previously held regular status. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

7.7.6 Transfer Rights

The Human Resources Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.7.2, but no longer than the effective date of such layoff or reduction.

7.8 RE-EMPLOYMENT

7.8.1 General Guidelines

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

7.8.2 Right to Re-Employment

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

7.8.3 Time Limits

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

7.8.4 Availability

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

7.8.5 Probationary Status

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

7.8.6 Restoration of Benefits

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

7.8.7 Layoff Procedure Notification

Once the decision has been made to reduce the workforce per this MOU, the City will meet with the union to review and receive feedback on the procedure to be used to inform and process the lay-offs. The information gained in this meeting from the union by the City will be advisory and not binding.

WESTERN COUNCIL OF ENGINEERS	CITY OF SAN RAFAEL
Diane Dillon, Western Council of Engineers	Allison Hernandez, Lead Negotiator Attorney, Burke Williams Sorensen
Willie Lagleva, Traffic Engineering Technician	Marissa Sanchez Human Resources Director
	Nicholas Biss, Principal Human Resources Analyst
Date	Date

WCE - San Rafael Salary Schedule

Effective July 1, 2024

Grade	Position	Α	В	С	D	E
7333	Assistant Engineer	\$ 8,874	\$ 9,318	\$ 9,784	\$ 10,273	\$ 10,787
7229	Associate Civil Engineer	\$ 9,796	\$ 10,286	\$ 10,800	\$ 11,340	\$ 11,907
7277	Engineering Technician I	\$ 6,289	\$ 6,604	\$ 6,934	\$ 7,281	\$ 7,645
7230	Engineering Technician II	\$ 7,107	\$ 7,463	\$ 7,836	\$ 8,227	\$ 8,639
7330	Junior Engineer	\$ 7,227	\$ 7,588	\$ 7,968	\$ 8,366	\$ 8,784
2311	Senior Civil Engineer (PW)	\$ 11,344	\$ 11,911	\$ 12,507	\$ 13,132	\$ 13,789
7331	Traffic Engineer	\$ 9,796	\$ 10,286	\$ 10,800	\$ 11,340	\$ 11,907
4793	Traffic Engineering Technician I	\$ 6,289	\$ 6,604	\$ 6,934	\$ 7,281	\$ 7,645
4792	Traffic Engineering Technician II	\$ 7,107	\$ 7,463	\$ 7,836	\$ 8,227	\$ 8,639

WCE - San Rafael Salary Schedule

Effective July 1, 2025

Grade	Position	Α	В	С	D	E
7333	Assistant Engineer	\$ 9,362	\$ 9,830	\$ 10,322	\$ 10,838	\$ 11,380
7229	Associate Civil Engineer	\$ 10,335	\$ 10,852	\$ 11,394	\$ 11,964	\$ 12,562
7277	Engineering Technician I	\$ 6,635	\$ 6,967	\$ 7,315	\$ 7,681	\$ 8,065
7230	Engineering Technician II	\$ 7,498	\$ 7,873	\$ 8,267	\$ 8,680	\$ 9,114
7330	Junior Engineer	\$ 7,697	\$ 8,082	\$ 8,486	\$ 8,910	\$ 9,355
2311	Senior Civil Engineer (PW)	\$ 11,968	\$ 12,566	\$ 13,195	\$ 13,854	\$ 14,547
7331	Traffic Engineer	\$ 10,335	\$ 10,852	\$ 11,394	\$ 11,964	\$ 12,562
4793	Traffic Engineering Technician I	\$ 6,635	\$ 6,967	\$ 7,315	\$ 7,681	\$ 8,065
4792	Traffic Engineering Technician II	\$ 7,498	\$ 7,873	\$ 8,267	\$ 8,680	\$ 9,114

WCE - San Rafael Salary Schedule

Effective July 1, 2026

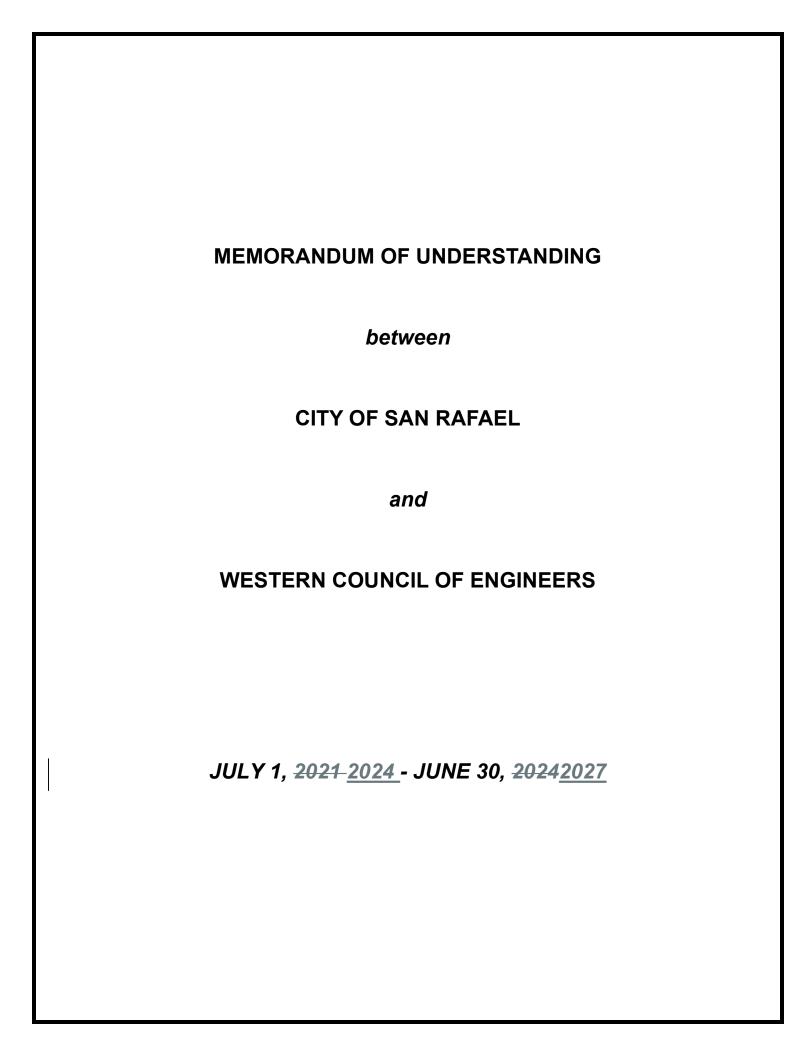
Grade	Position	Α	В	С	D	E
7333	Assistant Engineer	\$ 9,877	\$ 10,371	\$ 10,890	\$ 11,434	\$ 12,006
7229	Associate Civil Engineer	\$ 10,903	\$ 11,448	\$ 12,021	\$ 12,622	\$ 13,253
7277	Engineering Technician I	\$ 7,000	\$ 7,350	\$ 7,718	\$ 8,104	\$ 8,509
7230	Engineering Technician II	\$ 7,910	\$ 8,306	\$ 8,721	\$ 9,157	\$ 9,615
7330	Junior Engineer	\$ 8,197	\$ 8,607	\$ 9,037	\$ 9,489	\$ 9,963
2311	Senior Civil Engineer (PW)	\$ 12,626	\$ 13,257	\$ 13,920	\$ 14,616	\$ 15,347
7331	Traffic Engineer	\$ 10,903	\$ 11,448	\$ 12,021	\$ 12,622	\$ 13,253
4793	Traffic Engineering Technician I	\$ 7,000	\$ 7,350	\$ 7,718	\$ 8,104	\$ 8,509
4792	Traffic Engineering Technician II	\$ 7,910	\$ 8,306	\$ 8,721	\$ 9,157	\$ 9,615

City of San Rafael / WCE

July 1, 2024 - June 30, 2027

Exhibit B: Classification/Compensation Summary - Benchmark Linkages

	7/1	1/2023		7/1/2024		7/1/2025			7/1/2026		
	Top Step	Differential	COLA + Equity	Top Step	Differential	COLA + Equity	Top Step	Differential	COLA + Equity	Top Step	Differential
Senior Civil Engineer (PW)	\$13,070	58.46%	5.50%	\$13,789	56.97%	5.50%	\$14,547	55.50%	5.50%	\$15,347	54.04%
Associate Civil Engineer	\$11,286	36.83%	5.50%	\$11,907	35.55%	5.50%	\$12,562	34.28%	5.50%	\$13,252	33.01%
Traffic Engineer	\$11,286	36.83%	5.50%	\$11,907	35.55%	5.50%	\$12,562	34.28%	5.50%	\$13,252	33.01%
Assistant Engineer	\$10,224	23.96%	5.50%	\$10,786	22.79%	5.50%	\$11,380	21.64%	5.50%	\$12,005	20.50%
Junior Engineer	\$8,248	0.00%	6.50%	\$8,784	0.00%	6.50%	\$9,355	0.00%	6.50%	\$9,963	0.00%
Engineering Technician II	\$8,188	-0.73%	5.50%	\$8,638	-1.66%	5.50%	\$9,113	-2.58%	5.50%	\$9,615	-3.50%
Traffic Engineering Technician II	\$8,188	-0.73%	5.50%	\$8,638	-1.66%	5.50%	\$9,113	-2.58%	5.50%	\$9,615	-3.50%
Engineering Technician I	\$7,246	-12.15%	5.50%	\$7,645	-12.97%	5.50%	\$8,065	-13.79%	5.50%	\$8,509	-14.60%
Traffic Engineering Technician I	\$7,246	-12.15%	5.50%	\$7,645	-12.97%	5.50%	\$8,065	-13.79%	5.50%	\$8,509	-14.60%



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Exhibit A Salary Schedules for July 1, 20244 – June 30, 20274

Exhibit B Classification/Compensation Summary: Benchmark Linkages

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

WESTERN COUNCIL OF ENGINEERS

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seg. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 20244 and ending June 30, 20274.

1 GENERAL PROVISIONS

1.1 Introduction

1.1.1 Scope of Agreement

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and the Engineering Unit employees as represented by the Western Council of Engineers (herein-after called "WCE") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

1.1.2 Term of MOU

This agreement shall be in effect from July 1, 20241 through June 30, 20274.

1.2 RECOGNITION

1.2.1 Bargaining Unit

The City hereby recognizes the Western Council of Engineers as the bargaining representative for purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the WCE. (As referenced in Exhibit "A" and "B" attached).

1.2.2 Notice to Employees

Whenever a person is hired in any of the job classifications set forth herein, the City shall notify such person that the Western Council of Engineers is the recognized bargaining representative for employees in that classification.

1.3 Non-Discrimination

1.3.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, marital status, medical condition or disability. Any employee alleging such discrimination should use the internal administrative process explained in the City Policy against

Harassment, Discrimination and Retaliation which is available on the City's Intranet website to redress the situation. Such employees shall be entitled to WCE representation but are not entitled to seek redress using the grievance procedure of this MOU.

1.3.2 Union Discrimination

No member, official, or representative of the WCE shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of WCE.

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the WCE agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

1.5 Existing Laws, Regulations & Policies

This agreement is subject to all applicable laws of the State of California, and ordinances, regulations, and policies of the City of San Rafael.

1.6 STRIKES & LOCKOUTS

During the term of this Memorandum, the City agrees that it will not lock out employees, and the WCE agrees that it will not agree to, encourage or approve any strike, sympathy strike or slowdown growing out of any dispute relating to the terms of this Agreement. The WCE will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the City that all matters of controversy within the scope of this Agreement shall be settled by established procedures set forth in the City's charter, ordinances, and regulations, as may be amended from time to time.

1.7 SEVERABILITY

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall, if possible, enter into meet-and-confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.8 PREVAILING RIGHTS

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulation, ordinance or resolution, which are not specifically superseded by this Memorandum of Understanding shall remain in full force and effect throughout the term of this Agreement.

1.9 Full Understanding, Modification, Waiver

1.9.1 *Understanding*

The parties jointly represent to the City Council that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein.

1.9.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be

required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum.

The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring by mutual agreement.

2 MMBA

2.1 UNION RIGHTS

2.1.1 Union Stewards Designation

The WCE shall, by written notice to the City Manager, designate <u>certain_no more than two (2)</u> of its members as WCE Officers. WCE Officers shall be permitted reasonable time for WCE activities including grievance representation. In all cases, the Officers shall secure permission from the Officer's supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

WCE Officers for salary discussions shall be in accordance with the Meyers-Milias-Brown (MMB) Act.

2.1.2 Bulletin Boards

Authorized representatives of the WCE shall be allowed to post WCE notices on specified bulletin boards maintained on City premises.

2.1.3 Association Orientation of New Employees

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the City will inform the employee, as soon as possible, of the terms and provisions of this Memorandum of Understanding and will provide said employee with a copy of the current Memorandum of Understanding. The City shall make available up to two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City for its members.

2.1.4 Employee Information

The City shall provide the Association with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each Association new hire will be provided to the Association within 30 days of the hire date.

2.2 DUES DEDUCTION

2.2.1 Collection of Dues

The City agrees to deduct dues and voluntary WCE deductions selected by members as established by the WCE, from the salaries of its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The WCE bears responsibility for allocating dues and voluntary deductions pursuant to employees' requests.

2.2.2 Dues Collection during Separation from Employment

The provisions specified above (Section 2.2.1.) shall not apply during periods of separation from the WCE by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the WCE. The term separation includes transfer out of the WCE, layoff, and leave without pay absences with a duration of more than five (5) working days.

2.2.3 Agency Shop

The parties hereto recognize that, within the Agency shop provisions of this agreement, WCE employees may opt to join the WCE or register as a fee payer during the first thirty (30) days of their employment. Neither the City nor the WCE will discriminate against any employee because of the exercise of their statutory rights. The WCE agrees to its obligation to represent all of the employees in the unit fairly and equally, without regard to their membership in the WCE.

All employees, as a condition of employment, either be required to belong to the WCE or to pay to the WCE an amount equal to a fair share percentage of that which would be paid by an employee who decides to become a member of the WCE at the time of employment. Note: The WCE is obligated to annually inform the City of the fair share amount.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over WCE dues.

The WCE shall notify the City in writing as to the amount of such dues uniformly required of all members of the WCE.

2.2.4 Indemnification

Moneys withheld by the City shall be transmitted to the Treasurer of the WCE at the address specified. The WCE shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of check off of employee organization dues or service fees. In addition, the WCE shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.3 MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- 1. To manage the City generally and to determine the issues of policy;
- 2. To determine the existence of facts which are the basis of the management decision;
- 3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services;
- 4. To determine the nature, manner, means, technology and extent of services to be provided to the public;

- 5. Methods of financing;
- 6. Types of equipment or technology to be used;
- 7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
- 8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right (after effects bargaining) to contract for or subcontract any work or operation of the City;
- 9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- 10. To relieve employees from duties for lack of work or other legitimate reasons;
- 11. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations and this MOU;
- 12. To determine job classifications and to reclassify employees;
- 13. To hire, transfer, promote and demote employees in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
- 14. To determine policies, procedures and standards for selection, training and promotion of employees;
- 15. To establish and modify employee and organizational performance and productivity standards and programs including but not limited to, quality and quantity standards; and to require compliance therewith;
- 16. To maintain order and efficiency in its facilities and operations;
- 17. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- 18. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and the Union agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Meyers/Milias/Brown Act, case law interpreting said acts, and/or Federal law, the City shall have the duty to meet and confer with the Union regarding the impact of its decision/exercise of rights.

2.4 COMMENCEMENT OF NEGOTIATIONS

It is mutually agreed to begin the Meet and Confer process no later than three (3) months before the expiration date of this MOU, regarding the terms and conditions applicable to successor MOUs. The process will be initiated by the Union through the submittal of potential meeting dates.

3 COMPENSATION

3.1 GENERAL WAGES AND COMPENSATION

3.1.1 Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a holiday falls on a payday, the payday will be transferred to the following day of regular

business unless Finance is able to complete the payroll by the previous workday. The method of the distributing payroll shall be established by the Director of Finance. The City will modify its pay schedule to 26 pay periods effective when administratively feasible subject to addressing of technical issues and reaching of agreement with all bargaining groups.

3.1.2 General Wage Increase

Prior year contract extension — restoration of 3% base wage: For FY 20-21, all bargaining groups (except WCE, Local 1, Mid-Management and Executive Management) received a 3% base wage increase for the 1-year contract extension, which was implemented for FY 20/21. The timing of the COVID-19 pandemic and the associated financial losses which were projected at that time, resulted in an unintended disparate treatment of the bargaining groups. WCE, Local 1, Mid-Management and Executive Management did not receive this same 3% base wage increase for FY 20-21. However, the City is now in a financial position to "restore" the 3% base wage increase to those groups. The 3% base wage increase will apply to all WCE positions and is reflected in the attached revised salary schedules, effective on July 1, 2021.

The City shall provide the following salary increases for the listed positions in each year of the MOU, with Year 1 salary increases to become effective July 1, 20212024; or, on the first pay period after Council's approval – whichever occurs later in time.

Junior Engineer:

- 1.63.0% general salary increase plus 0.93.5% equity adjustment in Year 1 (26.50% total)
- 1.63.0% general salary increase plus 2.403.5% equity adjustment in Year 2 (4.006.5% total)
- 1.63.0% general salary increase plus 1.653.5% equity adjustment in Year 3 (3.256.5% total)

Assistant Engineer, Associate Civil Engineer, Senior Civil Engineer (PW), Traffic Engineer, Engineering Technician I/II, Senior Civil Engineer (PW), Traffic Engineer and Traffic Engineering Technician I/II:

- 1.63.0% general salary increase plus 0.652.5% equity adjustment in Year 1 (2.255.5% total)
- 4.63.0% general salary increase plus 2.152.5% equity adjustment in Year 2 (3.755.5% total)
- 1.63.0% general salary increase plus 1.402.5% equity adjustment in Year 3 (3.005.5% total)

Salary rates for all bargaining unit positions are shown in the salary table attached as Exhibit A.

3.1.3 One-Time Payments

Effective the pay period including July 1, 2021 or the first full pay period following Council ratification of a new MOU, whichever occurs later, each employee in the bargaining unit will receive a one time payment of \$2,250 in exchange for the elimination of the Revenue Sharing provision from the MOU. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

3.1.43.1.3 Compensation Goal & Definitions

It is the goal of the City Council to try to achieve a total compensation package for all employees represented by the WCE in an amount equal to the following:

- 1. The average plus one dollar to the total compensation paid to the same or similar classifications in the following nine (9) cities: Fairfield, Vallejo, Hayward, San Leandro, Alameda, Napa, Novato, Santa Rosa and,
- 2. The highest total compensation paid to the same or similar classifications in the following agencies in Marin County: Marin County, Novato and the Jr. Engineering class for the Marin Municipal Water District.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

The CPI shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending each October during the term of the contract.

3.1.53.1.4 Compensation Surveys

To measure progress towards the above-stated goal, the City and WCE will jointly survey the identified benchmark position, *Junior Engineer*, in February of the final year of the contract.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as being on the salary schedule and having a job class description. Other city/agency positions are established as benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

Survey data will include all salary and benefit increases, as defined in 'total compensation'. The City and the WCE shall review the benchmark and related survey data for accuracy and completeness.

3.1.63.1.5 Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, steps and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

All initial employments shall be at the first step of the salary range. The City Manager or his/hertheir designee may authorize, upon the recommendation of the Appointing Authority, a position at an appropriate higher salary when, in his/hertheir opinion, it is necessary to obtain qualified personnel or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step.

3.1.73.1.6 Fair Labor Standards Act

The City may reopen negotiations during the term of this Agreement to address changes in the law governing the regular rate of pay under the FLSA.

3.2 STEP INCREASES

3.2.1 Entry Level Step

All initial employment shall be at the first step of the salary range, provided that the Department Director may make an appointment to a position at an appropriate higher salary when, in his/her_their opinion, it is necessary to obtain qualified personnel, or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies a beginning salary in excess of the first step. City Manager approval is required for entry level appointment above Step C for any position.

3.2.2 Consideration for Step Increases

An employee may be considered for a salary step increase in accordance with the time interval established in the salary plan, as referenced in Exhibit "A". Unless otherwise noted, salary step increases within established salary ranges are scheduled at yearly intervals. Advancement to a higher salary step within an established salary range is granted for continued improvements and efficient and effective work by the employee in the performance of his/hertheir duties.

3.2.3 Merit Increases

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Department Director and approved by the City Manager. Employees at the maximum step of their salary range may be granted a merit performance step increase of five percent (5%) above and beyond their salary range. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn and is not a disciplinary action and is not appealable.

3.2.4 Anniversary Date

Based upon job performance as measured by a Performance Evaluation, employees may receive consideration for a step increase within their salary range on their anniversary date. When an employee is promoted or reclassified to a new position, the first pay date at the new position shall constitute the employee's new anniversary date for purposes of the annual Performance Evaluation.

3.2.5 Promotions

Employees promoted to higher-level positions shall be placed at the step in the new salary range that will provide, at a minimum, a five (5%) increase (unless that would exceed the top step in the salary range).

3.2.6 Performance Evaluations

Prior to the completion of the probationary period, a minimum of one performance evaluation report shall be reviewed with the employee, but such report and review shall not be required prior to separating an employee during the probationary period.

Upon completion of the probationary period, a performance report shall be prepared and reviewed yearly thereafter for each employee in the Classified Service, as a means of determining whether in-grade salary increases are merited, and/or as a means of improving employee performance and communication between supervisors and subordinates.

3.3 SALARY CHANGE ON RECLASSIFICATION

If an occupied position is reclassified, the incumbent shall be affected as outlined below:

3.3.1 To a Lower Classification

When a position is re-allocated to a lower classification the incumbent is either:

1. Transferred to a vacant position in the former classification; or

2. If the incumbent's current salary is greater than the top step of the lower classification, Y-rated at the current salary until the salary of the lower classification is at or above the Y-rate.

3.3.2 To a Different Classification with the Same Salary Range

When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification, in which he-shethey shall be paid at the same step of the range and shall maintain the same salary rights.

3.3.3 To a Higher Classification

When a position is reclassified to a classification with a higher salary range, the incumbent is moved into the higher classification with the position, except in the circumstances prescribed below. Placement in the salary range shall be in accordance with the appropriate salary pay plan.

If the duties upon which the reclassification are based could have been assigned to any of a number of employees in that classification within the division or department, then a promotional exam is held for the reclassified position. Such an exam is a departmental only recruitment limited to employees within that classification. If the incumbent is not successful in this competitive process, she/he is assigned to the position vacated by the promotion.

3.4 SPECIFIED WAGE ADJUSTMENTS / DIFFERENTIALS

3.4.1 Out of Class Compensation

Employees assigned in writing by their supervisor to perform work in a higher paid classification, shall be compensated at a rate 5% greater than the employee's current base salary. Eligibility for Out-of-Class compensation requires a minimum assignment of five (5) consecutive workdays. The out-of-class increase shall be retroactive to the first day of the assignment. If the assignment extends beyond four consecutive weeks, then the employee shall be compensated at the lower step of the classification within which the duties fall if that is greater. The Department Director is required to complete a Personnel Action Report (PAR), located on the Human Resources page of the Intranet, to initiate Out-of-Class Compensation.

3.4.2 Shift Differential Pay

- A three percent (3%) shift differential shall be paid for all employees in these represented bargaining groups who are regularly scheduled to work fifty percent (50%) or more of their shift between the hours of 5:00 p.m. and 11:00 p.m.
- A five percent (5%) shift differential shall be paid for all employees in these represented bargaining groups who are regularly scheduled to work fifty percent (50%) or more of their shift between the hours of 11:00 p.m. and 7:00 a.m.
- Employees in job classes not identified in this section who are assigned to work the swing or graveyard shift time periods on a temporary basis and/or on an overtime basis are excluded from shift differential pay for those time periods.
- Shift differential shall not be considered an additional percentage on salary for personnel involved but shall apply only to hours actually worked; e.g., differential does not apply to sick leave, vacation or compensatory time, but does include overtime for employees regularly assigned to the swing or graveyard shifts.

3.5 ADDITIONAL PAY

3.5.1 Required Professional Licenses and Registration

The City shall continue to reimburse employees for the fee charged by the State of California for any renewal fees for their professional registration(s) as a Civil or Traffic Engineer, or for any other engineering registrations which employees may hereafter receive, which are required by the employee's position. Verification of the renewal of the professional registration is required in order to receive the reimbursement.

3.5.2 Professional Development

For each year of this MOU, each employee shall receive reimbursement up to a maximum of five hundredone thousand dollars (\$5001,000.00) for professional development. The monies allocated under this section shall be job-related and/or related to an employee's potential career advancement in his/hertheir field. It is agreed that the Professional Development Expenditure is not a substitute for the Public Works' Department's training budget.

Bargaining Unit Members are eligible for up to two (2) working days per fiscal year to further their professional development that is directly relevant to their employment with the City. Employees must submit requests for the time out of the office at least three (3) weeks in advance and obtain supervisor and/or director approval. Should the request be denied, the employee may submit the request in advance to Human Resources for appeal, whose decision will be final. These two (2) days are intended to be used when an employee wants to pay for their own professional development opportunity. Professional development opportunities that the department agrees to sponsor will be considered separate from these two (2) days out of the office and will be designated as working time and will not be counted against the two additional working days described above in this section.

3.5.3 Allowable Expenses

Reimbursement under this Section is intended to include items which relate to an employee's job classification and/or which promote and enhance an employee's development of skills, expertise and education in her/histheir profession. The items may include, but are not limited to the following:

- Technical and educational books, including electronic books, publications and coursework;
- Subscriptions to professional journals or magazines, including on-line subscriptions;
- Membership dues to professional organizations which are related to current employment, including but not limited to the American Society of Civil Engineers, traffic engineering associations and water engineering issues-related associations;
- Registration, application, or examination fees for registration or certification within his/hertheir profession, as well as for preparatory courses or materials for such a registration exam;
- Tuition, fees and books for successful completion of courses related to an employee's
 job or professional development including webinars and on-line courses. If the course is
 graded, reimbursement will be dependent upon at least a passing grade (C or better,
 Pass or Complete) in the course;

Registration fees, materials and expenses, including travel expenses, related to attendance at seminars and conferences to be job related and/or will assist the employee to prepare for career advancement, prior supervisor approval is necessary for this expense.

3.5.4 Procedures for Reimbursement

All receipts for reimbursement, whatever the aggregate value, must be submitted as soon as possible after the expense is incurred, but must, in any event, be submitted before the end of the fiscal year.

The decision as to whether expenditures under this section are eligible for reimbursement under this section will be made by the Department Director or designee, in consultation with the Human Resources Director. Requests for reimbursements will not be unreasonably denied. If the request for reimbursement is denied, the Department Director or designee must state, in writing, the reasons for the denial. The employee and a representative of WCE, if requested by the employee, shall meet with the Department Director or designee and Human Resources Director to discuss the reasons for the denial, and the employee will have an opportunity to state why such reimbursement is appropriate.

3.5.5 Bilingual Pay

Within the job classifications represented by the WCE, provisions are hereby established whereby an employee may receive bilingual pay for full fluency in a foreign language.

Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition to his/hertheir Department Director for this bilingual pay incentive. With the Department Director's recommendation and on review by the Human Resources Director and approval of the City Manager the employee may begin to receive this bilingual pay incentive.

Criteria for approval of the bilingual pay incentive by the City Manager includes:

- Certification by a recognized school of the appropriate skill level; and/or
- b. Demonstrated ability of the proficiency level on the job; and
- c. Department Director's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.

An employee approved for the bilingual pay incentive shall receive an additional \$150.00 per month above their base salary. Part-time employees will be pro-rated for this incentive based on their FTE.

Employees who have been approved for the bilingual pay incentive and are required in the performance of their duties to converse with the public in a language other than English shall receive an additional \$200.00 per month above their base salary.

Employees who also translate official written documents to or from a language other than English shall receive an additional \$50.00 for a total of \$250.00 per month above their base salary.

This bilingual pay incentive shall be reviewed annually and shall continue as long as the employee demonstrates (by work experience or re-testing, as determined by the City of San Rafael) the full fluency skill level; and as long as the Department Director indicates the value of this skill to the department and the employee in the completion of their regular work assignments.

Removal of the bilingual pay incentive would be considered a non-disciplinary action and as such would not be subject to any appeal/grievance procedure.

3.5.6 Uniform Allowance

The safety shoe allowance of \$170.00/year will be discontinued and the \$170.00/year will be added to base pay effective July 2014.

4 BENEFITS

4.1 EMPLOYEE BENEFITS COMMITTEE

Both parties agree to continue to utilize the Employee Benefits Committee for ongoing review of benefit programs, cost containment and cost savings options. The Committee shall be made up of representatives of the SEIU, SEIU-Childcare, Western Council of Engineers, Local 1 - Confidential, Police, Police Mid-Management, Fire, Fire Mid-Management, Mid-Management Employees Association and Management-Executive employees.

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

Effective January 1, 2010, the City implemented a Full Flex Cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the plan.

Effective July 1, 2024, the monthly flex dollar allowance shall be:

For employee only:	\$	909.25
For employee and one dependent:	\$1	,826.94
For employee and two or more dependents:	\$1	,982.82

The monthly flex dollar allowance effective the paycheck of December 15, 2020-2024 shall be:

Flex Dollar Increases for this MOU Term

Effective December 15, 2025, and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

The "employee only" allowance will be frozen at \$835.94. This amount is ineligible for the following flex dollar increase until this amount is less than 100% of the Kaiser premium. Upon expiration of the MOU, Flex the flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/hertheir dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

<u>Conditional Opt-Out Arrangement:</u> An employee may elect to waive the City's health insurance coverage and receive a \$300 monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- The employee certifies that the employee and all individuals in the employee's tax family
 for whom coverage is waived have alternative Minimum Essential Coverage as defined by
 the Patient Protection and Affordable Care Act through a provider other than a federal
 marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

The City shall be responsible for paying premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5.000 life insurance and a \$5.000 AD&D benefit.

The City shall be responsible for paying premiums for a Long-Term Disability Policy for each employee that satisfies the eligibility provisions of the long-term disability policy. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$1,000 per month.

4.2.2 Retirees Health Insurance

Employees represented by WCE who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

a. Employees hired on or before January 1, 2010 - The City shall make a retiree health insurance payment on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's total payment, which includes the PEMHCA minimum contribution, shall not exceed \$752 per month. The City's retiree health contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

Employees receive the pro-rated amount based on their status at the time of retirement. For example: if an employee works part-time, and retires while working part-time, then the employee receives a pro-rated contribution based on the employee's part-time status at the point of retirement.

b. Employees hired on or after January 1, 2010 and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.3 B, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

The City shall additionally make available a retiree health care trust to enable these employees (hired after January 1, 2010) to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 125 hours of sick leave after the conversion.

4.2.3 Pro Rata Benefit Rules

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the City to be used for enrollment in City offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency.

4.2.4 Health and Dependent Care Spending Accounts

The City will offer as part of its Section 125 Plan, for as long as such a plan is desired by the WCE and available pursuant to the IRS Code, Health and Dependent Care Spending Accounts. The Flexible Spending Accounts offered by the City include:

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2003 at IRS Code limit, not to exceed \$2,500. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. Dependent Care Spending Account: Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 per calendar year). Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- Premium Only Plan: Excess Medical premiums shall be deducted from employee's pay
 with pre-tax dollars as long as such deduction is allowable under the applicable IRS
 Code.

The City shall establish an annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. The City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.2.5 Health Insurance Providers

The City shall have the option, after meeting and consulting with WCE representatives, of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits from those benefits available under the PERS program.

4.3 DENTAL PLAN

4.3.1 Dental Plan

The City will provide a dental insurance program which offers 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20); and an 80% payment of eligible costs associated with crown and cast restoration per patient per calendar year and orthodontic coverage for eligible dependents (50/50). The dental provider will provide payments for covered services at the percentage indicated in the plan booklet up to a maximum of \$1,500 for each enrollee in each calendar year.

Dental insurance enrollment is available to part time, regular, permanent employees working at least 20 hours per week. The City's contribution towards the monthly dental insurance premium will be prorated based on the FTE level of the part time employee.

4.4 VISION PLAN

The City will contract for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium costs for such enrollment.

4.5 RETIREMENT CONTRIBUTION

4.5.1 Member Contribution

WCE members shall pay the full share of the employee's contribution to the Marin County Retirement System.

Effective when feasible in accordance with MCERA and City administrative requirements, all unit employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The City of San Rafael acknowledges that, under its current practice, the employee's share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

4.5.2 Retirement Plans

On July 1, 2004, the City provided the Marin County Employee Retirement Association 2.7% at 55-retirement program to all miscellaneous members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or hertheir retirement or some other period designated by the retiring employee.

4.5.3 Member Cost of Living Rates

Association members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.5.4 Service Credit for Sick Leave

Employees who retire from the City of San Rafael within 120 days of leaving City employment (excludes deferred retirements) shall receive employment service credit for retirement purposes only for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation at the time of retirement pursuant to Section 5.1.5. Compensation for Unused Sick Leave).

Employees hired on or after July 1, 2009 are not eligible to receive employment service credit of any accrued, unused sick leave for retirement purposes.

4.5.5 Pension Committee

A representative of the Union will participate in the City-wide pension committee.

4.6 STATE DISABILITY INSURANCE (SDI)

Employees will have the full premium cost for SDI or PFL coverage automatically deducted from their paycheck and no City contribution will be made toward participation in the plan.

It is incumbent upon the employee to keep the City advised of their medical status, within HIPAA guidelines, and eligibility for SDI or PFL. With this notification, SDI or PFL benefits, as determined by the State, shall be integrated with accrued sick and vacation leave in the following manner:

- 1. Employee notifies supervisor of disability and need for time off. At the same time, employee files for SDI or PFL through the State Office.
- 2. Supervisor verifies from leave records the employee's accrual balances and projects whether or not employee would, under normal circumstances, be placed in a leave without pay status during the time off period.
- 3. Personnel Action Report (PAR) is completed by the supervisor to document request and approval of extended leave.
- 4. Human Resources Department, on receipt of the PAR, contacts employee and supervisor to discuss availability of coordination of SDI or PFL with leave benefits.
- 5. Once the employee begins receiving SDI or PFL compensation, the City will begin its integration. The City will do this by reducing the amount of SDI or PFL compensation from the employee's normal compensation. The balance will be paid

- using available sick hours. If an employee exhausts sick leave, the balance will be paid using vacation or other accrued leave.
- 6. When an employee receives the first SDI or PFL payment (issued via an EDD debit card) and statement, the employee must provide a copy of the statement and a personal check to the City for the amount of the SDI or PFL payment that is received. The City will then restore the sick or other accrued leave hours reflected in the SDI or PFL payment. To determine the leave hours to be restored, the City will divide the SDI or PFL payment by the employee's hourly rate.
- 7. Once the City has determined the amount of the ongoing SDI or PFL payment, the City will automatically reduce the employee's compensation by the amount of the state payment and apply the necessary amount of sick leave or other accrued leave as appropriate to equal full pay for the duration of the leave. The employee's combined compensation from SDI or PFL and accrued leave may not exceed 100% of regular pay.
- 8. The Human Resources Department, after notification from Payroll, notifies the employee when they have used all accrued sick and/or vacation time and when leave without pay status (LWOP) begins. Excluding qualifying FMLA/CFRA leave, once the employee is on LWOP they will keep any SDI payments received and would be fully responsible for the monthly health, dental and life insurance premiums if they chose to remain in the group plans. FMLA/CFRA provide an exception and are referenced under Section 5.4.6.

4.7 DEFERRED COMPENSATION

Effective simultaneously with the above-described increase in employee contribution by one percent (1%) to be contributed toward the normal cost of pension benefits provided by MCERA as described in Article 4.4.1, the City will contribute one percent (1%) of pensionable compensation toward a City-provided, deferred compensation plan.

5 LEAVES

5.1 SICK LEAVE

5.1.1 *Eligibility*

Sick leave with pay shall be granted to each eligible employee. Sick leave may not be used at an employee's discretion but shall be allowed only in case of necessity and actual sickness or disability. The employee is required to notify employee's immediate supervisor or Department Director according to department Rules and Regulations at the beginning of his/hertheir daily duties. The City has the right to request a medical verification from an employee who is absent from his/hertheir duties for two (2) or more consecutive workdays. The verification shall be either a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to any amount, but a cap exists for payoff purposes (see Section 5.1.5.). The sick leave accrual rate is prorated for eligible part time employees.

5.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- 1) Personal illness or physical incapacity of the employee or illness within the immediate family. Family is defined as an employee's spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, sibling or unmarried children including adopted children, stepchildren, or recognized natural children who live with the employee in a regular parent-child relationship.;
- 2) Enforced quarantine of the employee in accordance with community health regulations;
- 3) Medical appointments that cannot be scheduled during non-working hours.

5.1.4 Advance of Sick Leave

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who has been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such un-accrued leave.

5.1.5 Compensation for Unused Sick Leave

Upon termination of employment by resignation, retirement or death, a regular employee who leaves the City service in good standing shall receive compensation for all accumulated unused sick leave based upon the following formula: a rate of three percent (3%) for each year of service (i.e., 3% times number of employment service years). The maximum number of accumulated, unused sick leave an employee may be compensated for upon termination of employment is 600 hours. See Section 4.5.4 regarding Service Credit option for accumulated, unused sick leave that the employee is not compensated for upon termination.

5.2 VACATION LEAVE

5.2.1 *Eligibility*

Annual vacation with pay shall be granted each eligible employee. Vacation leave accrual shall be prorated for those employees working less than full time. Employees will be permitted to use accrued vacation leave after six (6) months of employment-subject to the approval of the Department Director.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall accrue vacation at the following rate for continuous service. (Each service year in the chart begins on the first working day and ends on the last days of the service year.)

Service Year	Annual Hours	Hours/Month
1-3	75.000	6.2500
4	112.500	9.3700
5	117.867	9.8222
6	123.234	10.2695
7	128.601	10.7167
8	133.968	11.1640

9	139.335	11.6110
10	144.702	12.0580
11	150.000	12.5000
12	157.500	13.1250
13	165.000	13.7500
14	172.500	14.3750
15	180.000	15.0000
16+	187.500	15.6250

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Department Director, may advance vacation credits to any permanent regular and permanent part-time employee.

No employee may accrue more than 250 hours. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

The time at which an employee may use <u>his/hertheir</u> accrued vacation leave and the amount to be taken at any one time, shall be determined by employee's Department Director with particular regard for the needs of the City but also, insofar as possible, considering the wishes of the employee.

The maximum amount of vacation leave that may be taken at any given time shall be that amount that has accrued to the employee concerned, subject to the Department Director's approval. The minimum amount of vacation that may be taken at any given time shall be one-half (1/2) hour. Vacation leave granted by the City and used by an employee shall be deducted from the employee's vacation leave bank.

In the event that one or more City holidays falls within an annual vacation leave, only those hours that the employee is regularly scheduled to work shall be charged against any employee's accrued vacation.

Upon termination, an employee shall be compensated in cash at his/hertheir current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap, provided that the employee has successfully completed his/hertheir initial probationary period.

5.2.4 Vacation Cash-In

An employee who has taken at least ten (10) days of vacation in the preceding twelve (12) months may request, in any fiscal year that accrued vacation, not to exceed seven (7) days, be converted to cash payments and the request may be granted at the discretion of the City Manager. Employees cannot cash in more than seven (7) days of vacation in any one twelve (12) month period.

5.3 HOLIDAYS

5.3.1 Paid Holidays

In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

All employees who are required to work on a day designated as an authorized holidayeligible for compensation on the paid holiday, other than a day on which an election is held throughout the state, shall be paid at the applicable rate of pay for the number of hours actually worked.

When a holiday falls on Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

The following holidays will be observed:

January 1 st	New Year's Day
The third Monday in January	Martin Luther King Jr. Day
The third Monday in February	Washington's Birthday/President's Day
March 31 st	Cesar Chavez Day
The last Monday in May	Memorial Day
June 19 th	<u>Juneteenth</u>
July 4 th	Independence Day
The first Monday in September	Labor Day
November 11 th	Veteran's Day
The fourth Thursday in November	Thanksgiving Day
The fourth Friday in November The	
Friday after the fourth Thursday in	Day after Thanksgiving
November	-
December 25 th	Christmas Day

In addition to designated holidays, employees in this Unit receive <u>one two (12)</u> floating holidays <u>provided in January of each year</u>. Floating holidays not used <u>by the end of the calendar year</u> are added to <u>the employee</u>'s vacation balance. Part-time employees will be paid for holidays on a pro-rated basis.

5.4 OTHER LEAVES

5.4.1 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, <u>parents</u> in-laws, <u>grandchild</u>, <u>grandparent</u> relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to five (5) days may be granted for <u>paid</u> bereavement leave. All bereavement leave must be exhausted within 3 months of the date of death of the family member and may be taken intermittently.

In those cases where the death involves an individual who had such a relationship with the employee, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Department Director as part of the request for bereavement leave.

<u>Unit members may make a request to the Human Resources Director, or their designee, to use</u> bereavement leave for a relative other than those listed above.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

5.4.2 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Appointing Authority and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.3 Military Leave

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the appointing authority and the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.4 Leave of Absence Without Pay

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Accrued vacation leave must be exhausted prior to the granting of leave without pay.

5.4.5 Industrial Injury Leave

For benefits under Workers' Compensation, an employee should report any on the job injury to his/hertheir supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources' Department coordinates benefits for Workers' Compensation claims. For further information, see the City's Workers' Compensation policy located on the Intranet (https://intranet.cityofsanrafael.org).

All regular, full time employees of the City who have suffered any disability arising out of and in the course of their employment as defined by the Workers' Compensation Insurance and Safety Act of the State of California, may be entitled to compensation, as follows:

Temporary disability payments (TD) are made when a physician reports an employee is unable to perform their job duties and the City cannot accommodate any restrictions. The employee is not entitled to TD for the first 3 days of disability unless the employee is hospitalized as an inpatient, or off for more than 14 days. In this case, the employee shall be entitled to remain absent from duty with pay for these first 3 days. TD is set by State law and is based on potential wages lost (full or partial) due to the injury. It is approximately two-thirds of full salary with statemandated minimums and maximums. The City, however, augments regular employees' disability payments to bring them to full salary for the first three (3) calendar months and to ³/₄ pay for the next 6 months. Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths (3/4) of the regular full pay for the following six (6) calendar months.

All other employees shall be entitled to such compensation as may be allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

Sick Leave Usage Post Industrial Injury/Illness

The following rule applies to employees who have an accepted industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- The employee has reached maximum medical improvement and/or has been determined "permanent and stationary."
- The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred, next steps would include:

- The interactive process; attempt to locate other appropriate employment within the City
- If none available, proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.6 Family Medical Leave

Union members agree to adhere to the provisions of the City's Family Medical Leave Policy which is available on the City's Intranet Website.

5.4.7 Catastrophic Leave

Catastrophic leave shall be in accordance with City Catastrophic Leave Policy which is available on the City's Intranet website.

5.4.8 Paid Parental Leave

Eligibility:

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

- 1. Birth of a child of the employee, the employee's spouse, or the employee's registered domestic partner.
- 2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

Benefit and Use:

- Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.
- 2. PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12- month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.
- 3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.
- 4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
- <u>5. PPL shall be used in a block of continuous time or on an intermittent or reduced schedule.</u>
 <u>Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.</u>
- 6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
- 7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is

- not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.
- 8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.5.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

Coordination of Benefits & Leaves:

- PPL taken under this policy will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to department approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

5.4.9 End of Life Care Leave

Eligibility:

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

Benefit and Use:

- Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.
- 2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.

- 3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
- 4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
- 5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
- 6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.
- 4.7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.5.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes shall be 7.5 hours per day.

6.2 OVERTIME

Overtime shall mean actual time authorized and worked beyond thirty-seven and one-half (37.5) hours in a regular work week. A work or duty week shall be defined as seven (7) consecutive calendar days. Overtime is compensable to the nearest half-hour, and must have prior authorization and approval of the Department Director.

Each Department Director shall have the authority to designate certain job classifications for mandatory overtime in emergencies. In the event the Department Director determines that there is a staffing need during an emergency, the Department Director shall first make a reasonable effort to seek qualified volunteers to work overtime during the emergency. If the Department Director determines that there are an insufficient number of volunteers, or if time constraints prevent the soliciting of volunteers, the Department Director may order employees in the designated classifications (may vary depending on the emergency but primarily relates to job classifications in the Street Division of Public Works) to report to work in overtime status to address the emergency.

6.3 COMPENSATORY TIME POLICY

With the Department Director's approval, compensatory time, in lieu of overtime pay, may be taken subject to the following rules:

6.3.1 Accrual Limit

Employees may accrue up to 125 hours of compensatory time after which said employee must accept overtime pay in lieu of accruing additional compensatory time.

6.3.2 Overtime Rate

Employees who work overtime may be paid for it at the rate of time and one-half or may accrue compensatory time at a rate of time and one-half, subject to the limitations in Section 6.3.1. Employees who elect compensatory time must take the time off, preferably within the quarter during which it was earned, and shall not be paid for it.

6.4 STAND BY OR CALL BACK DUTY

6.4.1 Compensation When Not Assigned to Call Back Duty

When an employee not assigned to standby duty is called back to duty, the employee shall receive compensation for a minimum of four (4) hours.

6.5 PROBATIONARY PERIOD

6.5.1 Purpose of Probation

After passing an examination and accepting appointment, each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

6.5.2 Probationary Period

The probationary period on original and promotional appointment shall be for one (1) year. Employees shall receive verbal feedback from their immediate supervisor throughout the probationary period.

6.5.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Appointing Authority without the right of appeal.

6.5.4 Notification of Rejection

On determining that a probationary employee's work is not satisfactory, the Appointing Authority shall notify the Human Resources Director of his/hertheir intention to terminate the employee. After discussion with the Human Resources Director, the Appointing Authority shall notify employee in writing of his/herthe rejection.

6.5.5 Extension of Probationary Period

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.5.6 Regular Status

Regular status shall commence with the day following the expiration date of the probationary period.

6.5.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher position classification provided he/she isthey are certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.5.8 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass his/hertheir promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/hertheir promotion. Provided, however, that if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

6.5.9 Lateral Transfer Probation

Voluntary transfers to another job classification, within the same salary range, shall require a six (6) month probationary period. In the event of unsuccessful passage of this period refer to Section 6.5.8.

6.6 TRANSFERS / REASSIGNMENTS

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

a. Intra-departmental transfers.

The Appointing Authority shall have the authority to transfer an employee from a position in one division of a department to a position in the same or similar classification with the same salary range, in the same division or to another division of the same department (at any time and for any duration).

b. Inter-departmental transfers.

An employee may transfer from a position in one (1) department to a position in the same or similar classification in another department, provided the consent of the two Appointing Authorities and the City Manager is obtained.

c. Voluntary Transfers.

An employee may make a written request for transfer to the Human Resources Director to a position in the same or similar classification with the same salary range. Such a transfer may be made on the recommendation of the affected Department Director(s) and the approval of the City Manager.

6.6.1 Minimum Qualifications & Probation

Any persons transferred to a different position shall possess the minimum qualifications for the position.

6.6.2 Transfer Procedures

The City Manager may authorize the transfer of an employee from one position to another of the same or comparable class of work and where the same general type of examination is given for entrance to such a position.

Transfers from one department to another department having a different jurisdiction or different function shall be done only with the consent of the Department Directors, involved, unless such a transfer is ordered by the City Manager for purpose of economy or efficiency.

Employees who have completed their initial probation may seek voluntary transfers to positions within the same job class, and/or lower level job classes as long as the employee meets the minimum qualifications for the position. Employees seeking transfer should submit a completed application to the Human Resources Department. As vacancies occur, transfer candidates may receive consideration along with those on the eligibility list.

6.7 PERSONNEL RULES & REGULATIONS

The WCE agrees to adhere to the City's Personnel Rules and Regulations located on the City's Intranet website.

6.7.1 Drug & Alcohol Policy

The City and the WCE agree to the non-DOT general drug and alcohol policy. A copy is available with the City's policies and on the City's Intranet website.

6.7.2 Confidential Nature of Personnel Records

All personnel records and files and examination materials are confidential. The Human Resources Director shall take all necessary steps to protect the confidentiality of those materials. Disclosure of such records shall be governed by the Public Records Act, Government Code Sections 6250, et. seq. Individual employees may review their official personnel file maintained by the Human Resources Department and/or respective appointing authority. With the written consent of the employee, the authorized representative of the recognized employee organization may also review that personnel file.

6.7.3 Confidential Nature of Medical Records

All medical records and files are the property of the City of San Rafael. These confidential records and files are to be maintained in a file separate from the employee's personnel file in the Human Resources Department. Disclosure of such records shall be governed by the Public Records Act, Government Code, Section 6250, et. seq.

6.7.4 Outside Employment Policy

Outside Employment shall be in accordance with the City's Outside Employment Policy which is available on the City's Intranet website.

6.7.5 Use of City Vehicle

Public Works Supervisors, at the direction of the Department Director, will be allowed to take a City vehicle home in emergency conditions.

6.7.6 Safety Policy

The City of San Rafael is committed to providing a safe and healthy place to work. The City shall furnish safety devices and safeguards and shall adopt and use methods and processes adequate to ensure that the work place is safe and healthy. Employees are expected to obey safety rules and make proper use of safety gear and equipment. The City's safety policies and procedures shall comply with all applicable state laws related to a safe work environment.

6.8 MISCELLANEOUS

6.8.1 Gratuities/Solicitation of Contributions

Gratuities and/or solicitation of contributions are not allowed. Employees should refer to the City's Personnel Rules and Regulations.

6.8.2 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to an employee shall be returned to the employee's supervisor before leaving City employment.

6.8.3 Political Activity

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.8.4 Employment of Relatives

Employment of relatives shall be governed by the City's Personnel Rules and Regulations.

6.8.5 Labor / Management Meetings

During the term of the Agreement, the City and the WCE agree that consultation meetings may contribute to improved employer-employee relations. Issues relating to the usage of volunteers and temporary/part-time/seasonal employees, promotional opportunities, and the implementation of safety programs will serve as a basis for initial agenda items to be discussed and acted upon.

The committee shall be comprised of two (2) representatives from the Western Council of Engineers and representatives from City Management as well as the WCE Executive Director and the Human Resources Director. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting. It is intended that the subject matter will not include issues subject to Article 7.4 Grievance Procedures.

6.8.6 Contract Orientation Work Sessions

The City and the WCE agree that the individuals having responsibility for the enforcement of the Agreement, WCE Stewards and Department Directors/Supervisors shall participate in an Annual Contract Orientation Work Session for the purpose of obtaining a better understanding of the provisions of the contract. These work sessions shall be held on City time and facilities.

6.8.7 Gym Reimbursement

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym membership, personal recreation league fees or fitness-related recreation facility fees. Such reimbursement shall be processed annually and reported as taxable income to the employee.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

The Appointing Authority may demote an employee when the following occurs:

- a. The employee FAILS to perform his/hertheir required duties.
- b. An employee requests such a demotion. No employee shall be demoted to a classification for which he/she doesthey do not possess the minimum qualifications. When the action is initiated by the Appointing Authority, written notice of demotion shall be provided to an employee at least ten (10) working days before the effective date of the demotion, and a copy shall be filed with the Human Resources Department.

Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3, "Disciplinary Action."

7.1.2 Suspension

The Appointing Authority may suspend an employee from a position at any time for a disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director, and shall be taken in accordance with Article 7.3, "Disciplinary Action".

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

An employee wishing to leave the City service in good standing shall file with his/hertheir immediate supervisor, at least fourteen (14) days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Appointing Authority and Human Resources Department.

7.2.2 Termination - Layoff (Lack of work or funds)

The City will not layoff any employees in the bargaining unit between July 1, 2011 and December 31, 2011, unless the City is subject to significant revenue reduction (a reduction of one percent (1%) or more in General Fund revenue) due to state cuts or reduction in other revenue sources.

The Appointing Authority may terminate an employee because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work for which employment was made.

7.2.3 Termination - Disciplinary Action

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3, "Disciplinary Action".

7.2.4 Retirement

Retirement from the City services shall, except as otherwise provided, be subject to the terms and conditions of the City's contract as amended from time to time, with the Marin County Retirement System.

7.2.5 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Upon completion of the designated probationary period, an employee shall be designated as a non-probationary employee and the City shall have the right to discharge or discipline any such employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging during the term of this Memorandum of Understanding in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding. The City shall use progressive disciplinary steps (i.e., reprimand, suspension, demotion, discharge) unless the violation is such as to justify termination. Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

In addition, the City may discipline or discharge an employee for the following: Fraud in securing appointment; negligence of duty; violation of safety rules; unacceptable attendance record including tardiness, overstaying lunch or break periods; possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours; inability, unwillingness, refusal or failure to perform work as assigned, required or directed; unauthorized soliciting on City property or time; conviction of a felony or conviction of a misdemeanor involving moral turpitude; unacceptable behavior toward (mistreatment of discourteousness to) the general public or fellow employees or officers of the City; falsifying employment application materials, time reports, records, or payroll documents or other City records; misuse of City property; violation of any of the provisions of these working

rules and regulations or departmental rules and regulations; disorderly conduct, participation in fights, horseplay or brawls; dishonesty or theft; establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action; failure to perform to an acceptable level of work quality and quantity; insubordination; other acts inimical to the public service; inability or refusal to provide medical statement on cause of illness or disability.

7.3.2 Preliminary Notice

A non-probationary employee shall receive a preliminary written notice from the employee's Supervisor of any proposed disciplinary action that involves the loss of pay. The notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documents upon which the disciplinary action is based must be attached to the notice.

Upon the receipt of the notice, the employee shall have five (5) days to appeal the matter in writing to Step 2 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the Department Director has conducted a hearing with the employee and employee's representative present and having heard the response of the employee. If no written appeal is filed within five (5) days, the employee shall be deemed to have waived his their right to proceed to Step 4 of the Grievance Procedure.

7.3.3 Disciplinary Action and Appeal

After hearing the response of the employee, the Department Director may order that the proposed disciplinary action or modification thereof be imposed. Thereafter, the employee shall have ten (10) days to appeal this matter to the City Manager. The City Manager shall investigate the matter, conduct an informal hearing if the City Manager deems it appropriate and, within ten (10) days thereafter, respond to the allegations in writing. For pre-termination disciplinary action of suspension and reduction in pay, the decision of the City Manager shall be final and binding.

For disciplinary demotions and discharges only, if this matter remains unresolved, the WCE may, by written notice to the Human Resources Director within ten (10) days after the receipt of the City Manager's response, inform the City that the WCE wishes to appeal the decision to demotion or discharge to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Mediation and Conciliation Service containing nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing. Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin. As used herein, the word "days" shall be deemed to mean City established working days for non-safety employees.

7.3.4 Harassment Policy

It is the City's intent and purpose to provide all officials, employees, applicants, and contractors with an environment that is free from any form of harassment, discrimination or retaliation. Employees shall refer to the City Policy against Harassment, Discrimination and Retaliation which is available on the City's Intranet website.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

- 1) **Grievance** is a dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding. All ordinances, resolutions, rules and regulations, which are not specifically covered by the provisions of this Memorandum shall not be subject to the Grievance Procedure.
- Day shall mean any that the City Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the City.
- 3) **Grievant** may be an individual employee or a group of employees or the Union on the behalf of a group of employees or the Union on its own behalf on matters involving the City and Union relationship.
- 4) **Time limits** begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

7.4.2 Procedure

Step 1.

Within seven (7) days of when the grievant knew or should have known of the act or omission causing the grievance the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor.

Within five (5) days thereafter the immediate supervisor shall investigate and respond to the allegations of the grievant.

Step 2.

If the grievant is not satisfied with the resolution at Step 1 the grievant must reduce the grievance to writing and present it to the Department Director within five (5) days.

The written grievance shall contain a statement of facts about the nature of the grievance, and shall identify the specific provisions of this Memorandum of Understanding alleged to be violated, applicable times, places and names of those involved, the remedy or relief requested, and shall be signed by the grievant.

The Department Director shall confer with the grievant and within ten (10) days respond to the allegations in writing.

Step 3.

If the grievant is not satisfied with the resolution at Step 2, the grievant shall within five (5) days appeal the matter to the City Manager.

The City Manager shall investigate the matter, conduct a hearing if the City Manager deems it appropriate and within ten (10) days, thereafter, respond to the allegations in writing.

Step 4.

If the grievance remains unresolved after Step 3, the Union may, by written notice to the City Human Resources Department within ten (10) days after the receipt of the response in Step 3, notify the City that the Union wishes to appeal the grievance to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9) names. The selection process will include a review of the arbitrator's availability for the hearing.

Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin.

7.4.3 Arbitration

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing should be held within 60 calendar days of the selection of the arbitrator. The hearing shall be informal and need not be conducted according to technical rules of evidence. Repetitious evidence may be excluded and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters, and he/shethey may call, recall and examine witnesses, as <a href=he/shethey deems proper.

The burden of proof shall be upon the WCE in grievance matters and upon the City in disciplinary discharge matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision which shall be final and binding upon the City, the WCE and any employee(s) involved in the grievance or disciplinary demotion or discharge.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this Memorandum of Understanding. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant and what the proper remedy, if any, shall be, or, in the case of disciplinary discharge matters, whether the City allegations are accurate and the appropriateness of the disciplinary demotion or discharge.

The fees and expenses of the arbitrator shall be shared equally by the WCE and the City. All other expenses shall be borne by the party incurring them. The cost of the services of court reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests; then the costs will be shared equally.

7.4.4 General Provisions

- 1. Employees who participate in the Grievance Procedure by filing a grievance or acting as a witness on the behalf of either party shall be free from discrimination by either the WCE or the City.
- 2. A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and to have access to all information regarding the basis of the grievance upon which the City relies in making its determinations.
- 3. If a grievant, or the WCE on behalf of the grievant, fails to carry his/hertheir grievance forward to the next level within the prescribed time period, the grievance shall be deemed withdrawn unless the parties have mutually agreed to an extension of timelines. If a supervisor or manager fails to respond with an answer within the given period of time, the grievant may appeal to the next higher level. The parties may by mutual agreement waive the steps in the procedure.
- 4. If a hearing is held during work hours of employee witnesses, such employees shall be released from duties, without loss of pay or benefits, to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.
- 5. The Human Resources Department shall act as the central repository for all grievances.
- 6. Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by a grievant, the WCE Executive Director or any management official involved in responding to the grievance shall automatically extend the time limits by the same number of days of absence.

7.5 Position Reclassification

Reclassification of positions covered by this MOU shall be in accordance with the City's Reclassification Policy available on the City's Intranet website

7.6 FURLOUGH PROGRAM

Both the City of San Rafael and the WCE recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit, the City of San Rafael and the WCE have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs, however, in the event it is necessary to implement due to continued economic problems in the City of San Rafael, the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

7.6.1 Voluntary Time Off (VTO)

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

- 1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
- 2. An employee selecting at least a 5% reduction of hours through the VTO would receive "float" days as described in Section 7.6.2. (4.a.).
- 3. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.
- 4. Employees will be allowed to exceed a 5% reduction of hours through the VTO with review of the Department Director and approval of the City Manager and such approval shall be revocable should the City determine that the impact of the absence can not be absorbed by the Department. Prior to revoking approval, the City will contact the employee and review pertinent information which would impact the employee's ability to return to work. Should the City need to remove additional VTO, such removal would be considered a non-disciplinary action and would not be subject to any appeal/grievance procedure.

7.6.2 Mandatory Time Off (MTO)

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Director and City Manager) and after consultation with WCE.

- a. Employees may not take paid vacation time in lieu of designated MTO time.
- 2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will not impact Marin County retirement calculations of average compensation or service credit as the City and employee will continue to fund the full amounts. If the Marin County Retirement Association changes its policy on this, the City will, effective the first of the month following notice from the Marin County Retirement Association, make the necessary change in the program's administration to correspond with the change in the policy.
- MTO time shall apply toward time in service for step increases and completion of probation.

4. Other Terms and Conditions:

- a) The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
- b) Float time accrued through the MTO Program must be taken in the next fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced float time, said employee would be eligible to take the unused furlough induced float time during the thirty-day layoff notice period.
- c) Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City and WCE agree to re-open negotiations on this Furlough Plan.

7.7 REDUCTION IN FORCE

7.7.1 Authority

The Appointing Authority may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency.

7.7.2 *Notice*

Regular employees designated for layoff or demotion shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be notified.

7.7.3 Order of Layoff

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description and salary. For WCE represented engineering positions, the classifications will be Engineering Technician I/II, Traffic Engineering Technician I/II, Assistant Engineer, Associate Engineer, Senior Associate Engineer, Land Development Engineer, Civil Engineer, Traffic Engineer separately. Each classification stands alone for purpose of layoffs. Any layoff will be based on seniority within the classification and will be implemented in the following order: extra hire employees, probationary employees and regular employees. In effecting the preceding order, a part-time regular employee with more seniority can displace a full-time regular employee.

7.7.4 Seniority

Probationary employees will always be laid off before employees who have regular status in a classification. If two or more employees within a classification have achieved regular status, such employees will be laid off or reduced on the following basis:

- a. Seniority within the classification will be determinative. Any layoffs in these classes will be based on overall seniority in the classification, not on the basis of any working title or currently assigned duties.
- b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- c. If all of the above factors are equal, the date regular status in City service is achieved shall be determinative.

d. If all of the above are equal, date of certification for appointment shall be determinative.

7.7.5 Bumping Rights

An employee designated to be laid off may bump into a class at the same salary level, for which he or she qualifies or into the next lower classification in which such employee has previously held regular status. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

7.7.6 Transfer Rights

The Human Resources Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.7.2, but no longer than the effective date of such layoff or reduction.

7.8 RE-EMPLOYMENT

7.8.1 General Guidelines

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

7.8.2 Right to Re-Employment

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

7.8.3 Time Limits

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

7.8.4 Availability

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

7.8.5 Probationary Status

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

7.8.6 Restoration of Benefits

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

7.8.7 Layoff Procedure Notification

Once the decision has been made to reduce the workforce per this MOU, the City will meet with the union to review and receive feedback on the procedure to be used to inform and process the lay-offs. The information gained in this meeting from the union by the City will be advisory and not binding.

WESTERN COUNCIL OF ENGINEERS	CITY OF SAN RAFAEL	
Nancy Watson Diane Dillon, Western Council of Engineers	Tim DavisAllison Hernandez, Lead Negotiator	
	Attorney, Burke Williams Sorensen	
Willie Lagleva, Traffic Engineering Technician Shawn Graf, Junior Engineer	Sylvia Gonzalez-SheltonMarissa Sanchez HR Operations Manageruman Resources Director	
Willie Lagleva, Traffic Engineering Technician	Thomas WongNicholas Biss, Principal Human Resources-Analyst	

Date

Date

WCE MOU 202<u>4</u>1 - 202<u>7</u>4



Agenda Item No: 7.a

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Sarah Teplitsky, City Manager Approval: _____

Associate Civil Engineer

April Miller, Public Works Director

TOPIC: AMENDMENTS TO TITLE 18 OF THE SAN RAFAEL MUNICIPAL CODE

"PROTECTION OF FLOOD HAZARD AREAS"

SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING TITLE 18 OF THE SAN RAFAEL

MUNICIPAL CODE "PROTECTION OF FLOOD HAZARD AREAS", TO MEET OR EXCEED THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S MINIMUM

STANDARDS FOR DEVELOPMENT IN FLOOD HAZARD AREAS.

RECOMMENDATION:

Introduce an Ordinance amending Title 18 of the San Rafael Municipal Code, entitled "Protection of Flood Hazard Areas," to meet or exceed the minimum standards of the Federal Emergency Management Agency for development within the flood hazard areas of the City of San Rafael, waive further reading of the Ordinance, and refer to it by title only.

BACKGROUND:

The City of San Rafael (City) has participated in the National Flood Insurance Program (NFIP) since May 1, 1984. The NFIP is administered by the Federal Emergency Management Agency (FEMA), with the California Department of Water Resources (DWR) serving as the coordinating agency. The City's participation in the NFIP provides residents eligibility for federally backed flood insurance and other benefits such as federal disaster assistance. As a participating community, the City must adopt and enforce floodplain management regulations that meet the minimum NFIP requirements as developed by FEMA.

The City's floodplain management regulations are contained within Title 18 of the San Rafael Municipal Code, entitled "Protection of Flood Hazard Areas." Compliance with these regulations is intended to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood hazard areas in the City. Title 18 was last amended in January 2003 by adopting Ordinance No. 1796.

As a FEMA representative, DWR periodically reviews the City's floodplain management regulations through Community Assistance Visits (CAV). The last CAV occurred on February 28, 2024, and DWR commented on necessary revisions to the City's floodplain management regulations to meet the minimum NFIP requirements.

FOR CITY CLERK ONLY	_
Council Meeting:	
Disposition:	

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

After receipt of comments from DWR, City staff prepared a draft of the revised floodplain management regulations, which includes the minimum necessary revisions identified by DWR, as well as some changes to update references to FEMA technical publications and other minor changes to clarify the procedure. City staff sent the draft to DWR on May 21, 2024, and addressed the final comments received from DWR on the draft.

ANALYSIS:

Revisions to the City's floodplain management regulations, contained within Title 18 of the San Rafael Municipal Code, are necessary to meet or exceed the minimum requirements of the NFIP and maintain the City's continued eligibility to participate in the NFIP. Ordinance amendments are not expected to majorly impact residents or future developments.

Ordinance amendments include the following revisions to the City's floodplain management regulations:

- Addition of definitions to clarify terms used throughout the floodplain management regulations.
- Updating references to technical bulletins published by FEMA that guide design in flood hazard areas.
- Updating references to the most recent versions of the Flood Insurance Rate Map and Flood Insurance Study available for the City.
- Removing requirements applicable to AO¹ zones because the City has no mapped AO zones.
- Clarifying that the minimum elevation requirement is one foot above the base flood elevation to be consistent with the requirements in the building code.
- Other minor revisions for clarity.

The revisions have been reviewed and approved by FEMA's representative, DWR. The proposed Ordinance amends Title 18 of the San Rafael Municipal Code to incorporate these revisions. Adopting the Ordinance will allow the City to continue participating in the NFIP and make flood insurance available to residents.

COMMUNITY OUTREACH:

On June 7, 2024, a public hearing was duly noticed in the Marin Independent Journal for the City Council to receive public comments and consider an Ordinance amending the San Rafael Municipal Code.

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

OPTIONS:

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

- 1. Introduce the Ordinance, waive further reading, and refer to it by title only.
- 2. Do not introduce the Ordinance, and direct staff to return with additional information or changes to the Ordinance.

RECOMMENDED ACTION:

Introduce an Ordinance amending Title 18 of the San Rafael Municipal Code, entitled "Protection of Flood Hazard Areas," to meet or exceed the minimum standards of the Federal Emergency Management

¹ AO zone is defined as an "Area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft."

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

Agency for development within the flood hazard areas of the City of San Rafael, waive further reading of the Ordinance, and refer to it by title only.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING TITLE 18 OF THE SAN RAFAEL MUNICIPAL CODE, ENTITLED "PROTECTION OF FLOOD HAZARD AREAS", TO MEET OR EXCEED THE MINIMUM STANDARDS OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR DEVELOPMENT WITHIN THE FLOOD HAZARD AREAS OF THE CITY OF SAN RAFAEL

SECTION 1. FINDINGS

WHEREAS, development in the flood hazard areas of the City of San Rafael is regulated by Title 18 of the San Rafael Municipal Code; and

WHEREAS, the regulation of development in flood hazard areas is meant to promote the public health, safety, and general welfare; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has established minimum standards for development in flood hazard areas; and

WHEREAS, the City's ordinance must comply with the minimum standards required by FEMA for flood insurance to be available under the National Flood Insurance Program; and

WHEREAS, FEMA has notified the City that it must update Title 18 of the Municipal Code to comply with FEMA's minimum standards for development in flood hazard areas; and

WHEREAS, modification to the City's ordinance as provided in the subject ordinance amendment is intended to meet or exceed FEMA's minimum standards.

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

SECTION 2. AMENDMENTS TO SAN RAFAEL MUNICIPAL CODE TITLE 18

Sections 18.20.010, 18.30.020, 18.40.010, 18.40.020, 18.40.030, 18.50.010, 18.50.030, 18.50.040, and 18.50.050 of Title 18 of the San Rafael Municipal Code, entitled "Protection of Flood Hazard Areas", are hereby amended to read as follows. Additions are shown in underline, and deletions are shown in strikethrough. All other provisions of Title 18 are unaffected by these amendments.

18.20.010 Definitions.

Unless specifically defined below, words or phrases used in this title shall be interpreted so as to give them the meaning they have in common usage and to give this title its most reasonable application.

"Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to

flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

"Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.

"Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this title.

"Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" - See "Special flood hazard area."

"Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this ordinance.

<u>"Base flood elevation" means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the FIRM.</u>

"Basement" means any area of the building having its floor subgrade - i.e., below ground level - on all sides.

"Breakaway walls" are any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by flood waters. A breakaway wall shall have a safe design loading resistance of not less than ten and no more than twenty pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:

- Breakaway wall collapse shall result from a water load less than that which would occur during the base flood, and
- 2. The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

"Building" - see "Structure".

"Building code" means the family of building codes in Title 12 of this code specifically adopted and amended by the city council.

"Coastal high hazard area" means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. It is an area subject to high velocity waters, including coastal and tidal inundation or tsunamis. The area is designated on a Flood Insurance Rate Map (FIRM) as Zone V1-V30, VE, or V.

"Design flood" means the flood associated with:

- 1. Area with a flood plain subject to a 1-percent or greater chance of flooding in any year.
- 2. <u>Area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.</u>

"Design flood elevation" means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

"Existing manufactured home park or manufactured housing subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or manufactured housing subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood, flooding, or flood water" means:

- A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and
- 2. The condition resulting from flood-related erosion.

"Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

"Flood control project" means a dam or barrier designed and constructed to keep water away from or out of a specified area, including but not limited to levees, floodwalls, and channelization.

"Flood Hazard Boundary Map" means the official map on which the Federal Emergency Management Agency (FEMA) or Federal Insurance Administration has delineated the areas of flood hazards.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency FEMA or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map FIRM, the Flood Boundary and Floodway Map FBFM, and the water surface elevation of the base flood.

"Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source - see "Flooding".

"Floodplain Administrator" is the individual appointed to administer and enforce the floodplain management regulations.

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain management regulations" means this title and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents (Refer to FEMA Technical Bulletin 1, Openings in Foundation Walls and Walls of Enclosures; Technical Bulletin 3, Non-Residential Floodproofing Requirements and Certifications; and Technical Bulletin 7, Wet Floodproofing Requirements and Limitations FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93 for guidelines on dry and wet floodproofing.)

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "regulatory floodway".

"Floodway fringe" is that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.

"Fraud and victimization" as related to Chapter 18.60, Variances, of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the community governing body will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In

addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

"Governing body" is the local governing unit, i.e. city council of the City of San Rafael, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

"Hardship" as related to Chapter 18.60, Variances, of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The city council requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

- Listed individually in the National Register of Historic Places (a listing maintained by the department of interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the national register;
- Certified or preliminarily determined by the secretary of the interior as contributing
 to the historical significance of a registered historic district or a district preliminarily
 determined by the secretary to qualify as a registered historic district;
- 3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of interior; or
- 4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the secretary of the interior or directly by the secretary of the interior in states without approved programs.

"Letter of Map Change (LOMC)" means an official determination issued by FEMA that amends or revises an effective FIRM or FIS. Letters of Map Change include:

- 1. Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective FIRM and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- 2. <u>Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.</u>

- 3. Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- 4. Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum National Flood Insurance Program requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective FIRM or FIS; upon submission and approval of certified as-built documentation, a LOMR may be issued by FEMA to revise the effective FIRM.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

"Light-duty truck" means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- 1. <u>Designed primarily for purposes of transportation of property or is a derivation of such</u> a vehicle, or
- 2. <u>Designed primarily for transportation of persons and has a capacity of more than</u> twelve (12) persons; or
- 3. Available with special features enabling off-street or off-highway operation and use.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see "Basement" definition).

- An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
 - a. The wet floodproofing standard in Chapter 18.50.010 C.3;
 - b. The anchoring standards in Chapter 18.50.010 A;
 - c. The construction materials and methods standards in Chapter 18.50.010 B; and
 - d. The standards for utilities in Chapter 18.50.020.
- 2. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see "Basement" definition). This prohibition includes below-grade garages and storage areas.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent

foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Market Value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map-FIRM are referenced.

"Mudslide" describes a condition where there is a river, flow or inundation of liquid mud down a hillside, usually as a result of a dual condition of loss of brush cover and the subsequent accumulation of water on the ground, preceded by a period of unusually heavy or sustained rain.

"Mudslide (i.e., mudflow) prone area" means an area with land surfaces and slopes of unconsolidated material where the history, geology, and climate indicate a potential for mudflow.

"New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after the effective date of floodplain management regulations adopted by this community, and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community.

"Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

"One-hundred-year flood" or "one hundred-100-year flood" - see "Base flood."

"Primary frontal dune" means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the

beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively mild slope.

"Public safety and nuisance" as related to Chapter 18.60, Variances, of this title means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational vehicle" means a vehicle which is:

- 1. Built on a single chassis;
- 2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
- 3. Designed to be self-propelled or permanently towable by a light-duty truck; and
- 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Remedy a violation" means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this title or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Sand dunes" mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

"Sheet flow area" - see "Area of shallow flooding".

"Special flood hazard area (SFHA)" means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

"Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or

sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- 2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"V zone" - see "Coastal high hazard area".

"Variance" means a grant of relief from the requirements of this title which permits construction in a manner that would otherwise be prohibited by this title.

"Violation" means the failure of a structure or other development to be fully compliant with this title. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this title is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

18.30.020 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the current version of the Flood Insurance Study (FIS) for Marin County and Incorporated Areas revised August 15, 2017, and accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs) revised August 15, 2017, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this title. The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) dated June 28, 1983 and accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated May 1,1984,

and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this title. This FIS and attendant mapping is the minimum area of applicability of this title and may be supplemented by studies for other areas which allow implementation of this title and which are recommended to the city by the floodplain administrator. The study, FIRMs and FBFMs are electronically on file at the 1400 Fifth Avenue, City Hall, Department of Public Works.

18.40.010 Establishment of <u>floodplain</u> development permit.

A <u>floodplain</u> development permit shall be obtained before any construction or other development begins within any area of special flood hazard established in Section 18.30.020. Application for a <u>floodplain</u> development permit shall be made on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- A. Site plan, including but not limited to:
 - 1. For all proposed structures, spot ground elevations at building corners and twenty (20) foot or smaller intervals, along the foundation footprint, or one foot contour elevations throughout the building site; and
 - 2. Proposed locations of water supply, sanitary sewer, and utilities; and
 - 3. If available, the base flood elevation from the Flood Insurance Study and/or Flood Insurance Rate Map; and
 - 4. If applicable, the location of the regulatory floodway; and
- B. Foundation design detail, including but not limited to:
 - Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
 - For a crawl-space foundation, location and total net area of foundation openings as required in Section 5.1.C.318.50.010.C.3 of this ordinance title and Federal Emergency Management Agency (FEMA) Technical Bulletins 1-931 and 7-937; and
 - 3. For foundations placed on fill, the location and height of fill, and compaction requirements (compacted to ninety-five percent (95%) using the Standard Proctor Test method); and
- C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be flood proofed, as required in Section 18.50.010 C.2 of this title and FEMA Technical Bulletin TB 3-933; and
- D. All appropriate certifications listed in Section 18.40.030 D of this ordinance; and
- E. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

18.40.020 Designation of the floodplain administrator.

The director of public works, is hereby appointed to administer, implement, and enforce this ordinance by granting or denying <u>floodplain</u> development permits in accord with its provisions.

18.40.030 Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to the following:

- A. Permit Review. Review all floodplain development permits to determine that:
 - 1. Permit requirements of this title have been satisfied,
 - 2. All other required state and federal permits have been obtained,
 - 3. The site is reasonably safe from flooding, and
 - 4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this title, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.
- B. Review, use and development of other base flood data.
 - 1. When base flood elevation data has not been provided in accordance with Section 18.30.020, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Chapter 18.50. Any such information shall be submitted to the city for adoption; or
 - 2. If no base flood elevation data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of two methods from the FEMA_Federal Emergency Management Agency (FEMA) publication "Managing Floodplain Development in Approximate Zone A Areas—A Guide for Obtaining and Developing Base (one hundred 100-year) Flood Elevations" dated July 1995 in order to administer Section 5:
 - a. Simplified method
 - One hundred (100) year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. Geological Survey publication, or the discharge-drainage area method; and
 - Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or

b. Detailed method

- One hundred (100) year or base flood discharge shall be obtained using the U.S. Army Corps of Engineers' HEC-HMS computer program; and
- ii. Base flood elevation shall be obtained using the U.S. Army Corps of Engineers' HEC-RAS computer program.

- C. Notification of Other Agencies. In alteration or relocation of a watercourse:
 - Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - 2. Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and
 - Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
- D. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available as needed the following:
 - 1. Certification required by Section 18.50.010 C.1 and 18.50.040 (lowest floor elevations),
 - 2. Certification required by Section 18.50.010 C.2 (elevation or floodproofing of nonresidential structures),
 - 3. Certification required by Sections 18.50.010 C.3 (wet floodproofing standard),
 - 4. Certification of elevation required by Section 18.50.030 B (subdivision standards),
 - 5. Certification required by Section 18.50.060 A (floodway encroachments),
 - 6. Information required by Section 18.50.070 F (coastal construction standards), and
- E. Map Determinations. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and base flood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Chapter 18.60.
- F. Remedial Action. Take action to remedy violations of this ordinance as specified in Section 18.30.030.
- G. <u>Base Flood Elevation Changes Due to Physical Alterations. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator or their designee, shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).</u>

18.50.010 Standards of construction.

In all areas of special flood hazards the following standards are required:

A. Anchoring

 All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

- 2. All manufactured homes shall meet the anchoring standards of Section 18.50.040.
- B. Construction materials and methods. All new construction and substantial improvement shall be constructed:
 - With flood resistant materials as specified in <u>Federal Emergency Management Agency (FEMA)</u> Technical Bulletin <u>2TB 2-93</u>, and utility equipment resistant to flood damage;
 - Using methods and practices that minimize flood damage;
 - With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and if
 - 4. Within Zones AH-or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.
- C. Elevation and floodproofing. (See Chapter 18.20 definitions for "basement," "lowest floor," "new construction," "substantial damage" and "substantial improvement".)
 - 1. Residential construction, new or substantial improvement, shall have the lowest floor, including basement,
 - a. In an AO zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM plus predicted thirty (30) years settlement, or elevated at least two feet above the highest adjacent grade if no depth number is specified.
 - <u>a</u>b. In an A<u>E or AH</u> zone, elevated to <u>a height equal to</u> or <u>exceeding one (1)</u> <u>foot</u> above the base flood elevation plus predicted thirty (30) years settlement; said base flood elevation shall be determined by one of the methods on Section 18.40.030 B of this ordinance.
 - <u>b</u>e. In <u>all other zones</u> <u>a V or VE zone</u>, elevated to <u>a height equal to or exceeding one (1) foot</u> above the base flood elevation plus predicted thirty (30) years settlement.
 - c. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.
 - Nonresidential construction, new or substantial improvement, shall either be elevated to conform with Section 18.50.010 C.1 or together with attendant utility and sanitary facilities:
 - a. Be flood proofed below the elevation recommended under Section 18.50.010 C.1 so that the structure is watertight with walls substantially impermeable to the passage of water;

- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- c. Be certified by a registered professional engineer or architect that the standards of this section (18.50.010 C.2) are satisfied. Such certification shall be provided to the floodplain administrator.
- 3. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement shall follow the guidelines in FEMA Technical Bulletins TB 1-931 and TB 7-937, and must exceed the following minimum criteria:
 - a. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or
 - b. Be certified by a registered professional engineer or architect.
- 4. Manufactured homes shall also meet the standards in Section 18.50.040.

18.50.030 Standards for subdivisions <u>and other proposed development, including proposals for manufactured home parks and subdivisions, greater than fifty lots or five acres, whichever is the lesser.</u>

- A. All preliminary subdivision proposals shall identify the special flood hazard area and the elevation of the base flood.
- B. All subdivision plans will provide the elevation of the-lowest floor of all proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor and provided as part of an application for a Letter of Map Revision Based on Fill (LOMR-F) to the floodplain administrator.
- C. All subdivision proposals shall be consistent with the need to minimize flood damage.
- D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

18.50.040 Standards for manufactured homes.

- A. All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map (FIRM), on sites located:
 - 1. Outside of a manufactured home park or subdivision,

- 2. In a new manufactured home park or subdivision,
- 3. In an expansion to an existing manufactured home park or subdivision, or
- 4. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- B. All manufactured homes that are placed or substantially improved on sites located within Zones V1-30, V, and VE on the community's Flood Insurance Rate MapFIRM will meet the requirements of Section 18.50.040 A and Section 18.50.070.
- C. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, AE, V1-30, V, and VE on the community's Flood Insurance Rate Map that are not subject to the provisions of Section 18.50.040 A will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:
 - Lowest floor of the manufactured home is at or above the base flood elevation, or
 - 2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches (36") in height above grade.
- <u>D.</u> Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.

18.50.050 Standards for recreational vehicles.

- A. All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map (FIRM) will either:
 - Be on the site for fewer than one hundred eighty (180) consecutive days, and be fully licensed and ready for highway use—a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions, or
 - 2. Meet the permit requirements of Section 4<u>18.40.010</u> of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 18.50.040 A.
- B. Recreation vehicles placed on sites within Zones V1-30, V, and VE on the community's Flood Insurance Rate MapFIRM will meet the requirements of Section 18.50.050 A and Section 18.50.070.

SECTION 3. 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 or this Ordinance shall continue in full force and effect unless amended or modified by the city.

SECTION 4. COMPLIANCE WITH CEQA

The California Environmental Quality Act (CEQA) Guidelines, Section 15308, categorically exempts actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. The City Council hereby finds that under Section 15308, the subject ordinance amendment is exempt from CEQA because it is an update of public safety regulations enacted to avoid environmental impacts.

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 thirty (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 regular meeting of the San Rafael City Council on the 17th day of June 2024, and was passed and adopted at a regular meeting of the San Rafael City Council on the 15th of July by the following vote, to wit:

AYES: NOES: ABSENT:	COUNCILMEMBERS: COUNCILMEMBERS: COUNCILMEMBERS:	
		KATE COLIN, Mayor
ATTEST:		
LINDSAY LA	ARA, City Clerk	



Agenda Item No: 7.b

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

Prepared by: Angela Robinson Piñon,

Assistant City Manager

City Manager Approval:

TOPIC: STIPEND COMPENSATION PROGRAM FOR BOARDS, COMMISSIONS AND

COMMITTEES; AND CITY COUNCIL COMPENSATION

SUBJECT: ADOPT RESOLUTION AMENDING BYLAWS FOR BOARDS, COMMISSIONS AND

COMMITTEES TO INCLUDE STIPENDS AND INTRODUCE AN ORDINANCE

ADJUSTING THE COMPENSATION FOR THE MAYOR AND CITY COUNCIL

RECOMMENDATION:

- Adopt the Resolution amending Bylaws for Boards, Commissions and Committees to include stipends; and
- 2. Introduce the Ordinance, waive further reading, and refer to it by title only.

BACKGROUND:

Stipend Program for Boards, Commissions and Committees

The City relies heavily on the dedication and commitment of volunteers who serve on various boards, commissions, and committees (BCCs). These volunteers play a crucial role in shaping public policy, advising city elected officials, and contributing to the overall well-being of the community. Participation in a BCC generally requires a significant time commitment before and during meetings. Lost wages and/or added childcare expenses may be a barrier to some residents who may be interested in serving their community on a BCC. Therefore, staff recommend implementing a stipend program to reduce the potential economic impact on residents serving on a BCC. The availability of stipends may also help encourage residents at all income levels to participate. This program aligns with the City's Diversity Equity Inclusion and Belonging (DEIB) goals and objectives for fiscal years 2023-25. The purpose of this stipend is to:

- 1. Enhance diversity on BCCs, and
- 2. Promote recruitment and retention of diverse community members, and
- 3. Reduce barriers for working class, BIPOC, and single parent community members.

Staff researched practices from other municipalities in California that offer stipends to their volunteer BCC members. There is no one-size-fits-all approach to providing stipends, and cities approach stipend programs in various ways, as demonstrated below.

FOR CITY CLERK ONLY	
Council Meeting:	
Disposition:	

Table 1: Stipend Program Summary

Agency	Stipend Amount
County of Marin	\$50 per meeting
City of San Jose	\$200 per month
City of Concord	Planning Commission - \$50 per meeting
City of Carson	Planning Commission - \$50 per meeting Advisory BCCs - \$35 per meeting
City of San Marcos	Varies by BCC per meeting: Park & Rec Commission: Chair \$60 / Commissioners \$30 Planning Commission: Chair \$100 / Commissioners \$50 Traffic Commission: Chair \$60 / Commissioners \$30 Youth Commission: Chair \$30 / Commissioner \$15
City of Los Angeles	\$50 per meeting
City of La Canada Flintridge	\$50 per meeting

Mayor and City Council Compensation Ordinance

<u>City Charter</u>: Article VI, Section 9 of the City Charter states, "Compensation of the mayor and councilmen shall be as permitted by general law and shall be set by ordinance." The City of San Rafael differs from other cities and towns in Marin because San Rafael is a charter city, and the Mayor and Councilmembers are officially employees of the City of San Rafael, which is why they are eligible for health and pension benefits. As a note, staff are working on rewriting the San Rafael City Charter to amend all gendered language to gender neutral language. We do not condone the exclusively masculine language currently written in the Charter, which does not represent the accurate gender of the City's three female councilmembers and female Mayor.

Ordinance Number 1589: On April 16, 1990, the City Council adopted Ordinance No. 1589 which adjusted the compensation of the Mayor and City Council to amounts that were permitted at that time under California Government Code Section 36516(a). The compensation of the Mayor and City Council have not been increased since that time and remains at \$702 per month and \$468 per month respectively.

<u>Senate Bill 329 (Dodd)</u>: On June 29, 2023, the Governor approved Senate Bill No. 329 (Dodd) ("SB 329") which allows a city council to set by ordinance their salaries up to a maximum amount, based upon the population of the city. SB 329 amends Section 36516 of the Government code to read, in part:

- 36516. (a)(1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).
- (2) The salaries approved by ordinance under paragraph (1) shall be as follows:
- (A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.
- (B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.
- (C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.
- (D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

- (E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.
- (F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.
- (3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

The City of San Rafael's Charter requires that the City Council set its compensation by ordinance as allowed by general state law.

An elected mayor may be provided compensation in addition to which they receive as a councilmember. The reason for this is that mayors have additional roles and responsibilities which their compensation level should reflect. That additional compensation may be provided by city council ordinance (Government Code section 36516.1).

Any salary increase may take effect only when at least one member of the city council commences a new term. (Government Code Section 36516.5.) However, additional compensation for an elected mayor may take effect during the mayor's current term. (89 Ops Cal Atty Gen 159 (2006).) It is the staff's recommendation that all changes in compensation, including that of the mayor, take effect during the next council term, following the November 2024 election, on December 1, 2024.

This proposed change aligns with the City's Diversity, Equity, Inclusion, and Belonging (DEIB) goals and objectives for fiscal years 2023-25 which include lifting up marginalized communities by reducing economic barriers for participating in local government. These increases also reflect the goals of SB 329. In articles about the bill, Senator Dodd said the following, "By allowing councils to adjust their maximum pay to reflect inflation, my bill will remove barriers to achieving more equitable representation in local government." The California Chapter of the NAACP also supported the bill.

Compensation may be a barrier to some residents who may want to serve as councilmember or mayor. Therefore, the staff recommends increasing compensation to reduce the potential economic impact on residents serving on the City Council, and to broaden participation.

ANALYSIS:

Stipend Program for Boards, Commissions and Committees

With the recent recruitment for the newly established Police Advisory and Accountability Committee, it was announced there would be a \$50 per meeting stipend provided to members who were appointed. Staff researched a stipend program for BCCs, and the San Rafael Municipal Code grants the City Council the authority to provide compensation to BCCs by resolution, except for the Park and Recreation Commission. San Rafael Charter Section 52, Park Commission, prohibits Park Commissioners from being compensated, and this cannot be changed without holding a special election and receiving approval from the electorate to amend the Charter. Staff recommends making the stipend available to all BCCs, with the exception of the Park and Recreation Commission at this time. However, as part of the comprehensive update to the City Charter, staff recommend amending the City Charter to allow members of the Parks and Recreation Commission to receive a stipend.

Staff recommends approving a stipend program of \$50 per month to all BCC members. If approved, the stipend would be available for members who opt-in to the program.

If all BCC Members were to opt-in to the program, the total annual cost would be approximately \$30,000.

Members who opt-in to receive the stipend would be required to complete state-mandated ethics training, under Assembly Bill (AB) 1234 every two years. This may deter members of BCCs from applying to the stipend program, and while staff intends to remove barriers to service, we realize this may be a deterrent for some members to opt-in to the program.

Stipend Program Implementation

The City Clerk's office would manage the Stipend Program and send applications to all BCCs, to be renewed annually. Members interested in applying for the Stipend Program will need to submit an online application and indicate which months they are eligible to receive stipends for their BCC. The City Clerk's office will send the Request for Stipend Payment form to BCC members at least semi-annually. The staff liaison to the BCC will submit payment requests to the Finance Department for processing and payments will be made to BCC members at least twice per year.

Any member of the BCCs who opts-in to the Stipend Program would be required to submit information to the Finance Department to register as a vendor to receive their stipend. In addition, they would be required to complete ethics training (as required under AB 1234) through the Fair Political Practices Commission every two years.

Mayor and City Council Compensation Ordinance

Senate Bill 329

Senate Bill 329 (Dodd) is recently enacted law and authorizes a city council to pass an ordinance to provide each member of the city council with a salary based upon the population of the city, as specified.

SB 329 increased the maximum amount of salary, based upon the population of the city that may be approved by an ordinance passed by the City Council. The increases authorized by SB 329 are designed to address recent inflationary increases and economic realities, "enable city councilmembers to balance their careers and personal obligations with the calling to serve their community," and "also make it easier for members of marginalized communities to serve."

San Rafael Comparable Jurisdictions

As part of its analysis, staff looked at the compensation of mayors and city councilmembers in those jurisdictions considered "comparable" as defined in the labor agreements for the non-safety bargaining groups. The analysis is summarized in **Table 2** and **Table 3** on the following pages; however, it was determined that the "market" average for city councilmembers was \$1,516 per month and \$2,357 per month for mayors.

This section intentionally left blank.

Table 2: Analysis of Councilmember Compensation in San Rafael and Comparable Agencies

		Meximum			
Agency	Population	Maximum	Health	Other Health	Total Comp
		Base Salary	Insurance	Benefits	(no
			Contribution		retirement
					info
					included)
City of San	61,271	\$468	\$1,913	\$171	\$2,552
Rafael					
City of Alameda	78,280	\$1,582	\$2,689	\$132	\$4,653
City of Fairfield	119,881	\$1,300	\$1,942	\$127	\$3,565
City of Hayward	162,954	\$3,609	\$2,392	\$120	\$6,121
City of Napa	79,246	\$1,435	\$1,937	\$149	\$4,296
City of Novato	53,225	\$400	\$2,656	\$48	\$3,271
City of San	91,008	\$1,323	\$2,458	\$159	\$3,940
Leandro					
City of Santa	178,127	\$1,480	\$2,232	\$186	\$3,898
Rosa					
City of South	66,105	\$1,000	\$3,814	\$202	\$5,016
San Francisco					
	Labor Market	\$1,516		Labor	\$4,345
	Mean for Base			Market	
	Salary			Mean for	
				Total Comp	
	% San Rafael	-223.96%		% San	-70.27%
	needs to			Rafael	
	add/subtract			needs to	
	to equal labor			add/subtract	
	market			to equal	
				labor market	
	To adjust the	\$1,516/month			
	base wage by				
	223.96%,				
	salary is:				

This section intentionally left blank.

Table 3: Analysis of Mayor Compensation in San Rafael and Comparable Agencies

Agency	Population (2020 Census)	Maximum Base Salary	Health Insurance Contribution	Other Health Benefits	Total Comp (no retirement info included)
City of San Rafael	61,271	\$702	\$1,913	\$171	\$2,786
City of Alameda	78,280	\$2,409	\$2,689	\$132	\$5,480
City of Fairfield	119,881	\$1,560	\$1,942	\$127	\$3,984
City of Hayward	162,954	\$5,774	\$2,392	\$123	\$8,289
City of napa	79,246	\$2,870	\$1,937	\$149	\$5,731
City of Novato	53,225	\$400	\$2,656	\$48	\$3,271
City of San Leandro	91,008	\$2646	\$2,458	\$159	\$5,641
City of Santa Rosa	178,127	\$2,200	\$2,232	\$186	\$4,618
City of South San Francisco	66,105	\$1,000	\$3,814	\$202	\$5,016
	Labor Market Mean for Base Salary	\$2,357		Labor Market Mean for Total Comp	\$5,254
	% San Rafael needs to add/subtract to equal labor market	-235.81%		% San Rafael needs to add/subtract to equal labor market	-88.59%
	To adjust base wage by 235.81%, salary is:	\$2,357/month			

An Ordinance has been prepared for introduction establishing an increase to City Councilmember compensation to \$1,516 per month and Mayor compensation to \$2,357 per month. This is an increase of \$1,048 per month over the current monthly Council compensation of \$468 per month and an increase of \$1,655 per month over the current monthly salary for the Mayor, which are the amounts necessary to bring compensation up to the labor market average. Thereafter, the salaries could be adjusted by ordinance of the City Council in amounts not to exceed those amounts allowed by general state law. The Mayor or City Council members may waive their health and/or retirement benefits. Membership in the Marin County Employee's Retirement Association (MCERA) is optional for elected officials. As a result, a councilmember waiving both retirement and health benefits would only receive the base wage of \$1,516 per month.

The proposed health insurance contribution increases to the cafeteria benefit plan are consistent with those being offered to all City of San Rafael employees in their successor collective bargaining agreements. The salary increases in the ordinance would become effective the first pay period after

one or more members of the City Council or the Mayor begins a new term of office, which would be December 1st, 2024, following the November election.

Under this ordinance, the monthly health benefit allowance effective December 2024 would be:

For elected official only: \$ 950

For elected official and one dependent: \$1,900

For elected official and two or more dependents: \$2,400

The monthly health benefit allowance can be waived by the mayor and/or a councilmember if they choose.

FISCAL IMPACT:

Stipend Program for Boards, Commissions and Committees

If 100% of BCC members opted-in, the cost to run the program would cost approximately \$30,000 per year. Funding for the fiscal year 2024-25 is included as part of the proposed annual budget.

The cost for the base wage adjustment is \$70,170, and the cost for the increase in health insurance contributions would depend on the number of councilmembers who enrolls in medical benefits and the level of coverage received. The increased monthly and annual costs, by coverage level, is summarized in **Table 4**.

Table 4: Cafeteria Plan Benefits by Coverage Level

Health Tier	Current Benefit	Benefit Effective Dec 2024	Monthly Increase	Annual Increase
Employee Only	\$ 735.86	\$ 950.00	\$ 214.14	\$ 2,569.66
Employee +1 dependent	\$ 1,471.71	\$ 1,900.00	\$ 428.29	\$ 5,139.45
Employee + Family	\$ 1,913.24	\$ 2,400.00	\$ 486.76	\$ 5,841.15

OPTIONS:

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

- Introduce the ordinance and adopt the resolution.
- Introduce the ordinance and adopt the resolution with modifications.
- Direct staff to return with more information.
- Take no action.

RECOMMENDED ACTION:

- Adopt the Resolution amending Bylaws for Boards, Commissions and Committees to include stipends; and
- 2. Introduce the Ordinance, waive further reading, and refer to it by title only.

ATTACHMENTS:

- 1. Ordinance
- 2. Resolution

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL TO ADJUST THE COMPENSATION FOR THE MAYOR AND CITY COUNCIL

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

DIVISION 1. FINDINGS.

WHEREAS, pursuant to Article VI, Section 9 of the City of San Rafael Charter, Council compensation may be adjusted by ordinance in an amount not to exceed that allowed for by general state law. The last salary adjustment was adopted in April 1990.

WHEREAS, on June 29, 2023, the Governor approved Senate Bill No. 329 (Dodd) ("SB 329"), amending Government Code Section 36516, which permits a city council to set by ordinance their salaries up to a maximum amount, based upon the population of the city. The increases authorized by SB 329 are designed to address recent inflationary increases and economic realities, "enable city councilmembers to balance their careers and personal obligations with the calling to serve their community," and "also make it easier for members of marginalized communities to serve."

WHEREAS, in articles about the bill Senator Dodd said the following, "By allowing councils to adjust their maximum pay to reflect inflation, my bill will remove barriers to achieving more equitable representation in local government." The California Chapter of the NAACP also supported the bill.

WHEREAS, in accordance with Government Code Section 36516.1, and elected mayor may be provided compensation in addition to which they receive as a council member and that additional compensation may be provided by city council ordinance.

WHEREAS, in accordance with Government Code Section 36516.5, a change in compensation does not apply to a council member during the council member's term of office, but may take effect for all members of a council serving staggered terms whenever one or more members of the city council begins a new term of office. Additional compensation for an elected mayor may take effect during the mayor's current term.

WHEREAS, as part of its analysis, staff also looked at the compensation of mayors and city councilmembers in those jurisdictions considered "comparable" as defined in the labor agreements for the non-safety bargaining groups. It was determined that the "market" average for city council members was \$1,516 per month and \$2,357 per month for mayors.

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

DIVISION 2. ADJUSTMENT TO COMPENSATION.

1. The salary for each Councilmember shall be increased from \$468 to \$1,516 per month. This salary increase shall become effective the first pay period after one or more members of the City Council begins a new term of office.

- 2. The compensation of the Mayor shall increase from \$702 per month to \$2,357 per month. This salary increase shall become effective the first pay period after one or more members of the City Council begins a new term of office.
- 3. The City shall continue to offer a full flex cafeteria program for Councilmembers and the Mayor. This compensation shall be paid in the same manner as paid to other officers and employees of the City of San Rafael.
- 4. Thereafter, the salaries shall be adjusted by ordinance of the City Council in amounts not to exceed that allowed by general state law.

DIVISION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of this Ordinance or its implementation would have a significant effect on the environment (14 Cal. Code Regs. Section 15061(b)(3)).

DIVISION 4. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

DIVISION 5. EFFECTIVE DATE; PUBLICATION.

A summary of this Ordinance shall be published and a certified copy of the full text of this Ordinance shall be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which it is adopted.

This Ordinance shall be in full force and effect thirty (30) days after its final passage, and the summary of this Ordinance shall be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in the Marin Independent Journal, a newspaper of general circulation published and circulated in the City of San Rafael, Marin County, 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 or against the Ordinance.

	KATE COLIN, Mayor
ATTEST:	

LINDSAY LAR	A, City Clerk
	Ordinance No was read and introduced at a Regular Meeting of the City City of San Rafael, held on the 17 th day of June 2024 and ordered passed to print by ote, to wit:
AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
	up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of be held on the 15 th day of July 2024.
	LINDSAY LARA, City Clerk

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING BYLAWS FOR ALL BOARDS, COMMISSIONS AND COMMITTEES TO INCLUDE A \$50.00 PER MONTH STIPEND ON AN OPT-IN BASIS

WHEREAS, the City Council wishes to establish stipends for the Boards, Commissions and Committees at \$50 per month, with the exception of the Park and Recreation Commission; and

WHEREAS, the bylaws in Exhibit A attached hereto are recommended by staff and include an amended clause to the Compensation section to allow for stipends; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby adopts the amended Bylaws as set forth in Exhibit A.

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 the City of San Rafael, held on Monday, the 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

EXHIBIT A: BYLAWS FOR

- 1. ADA ACCESS ADVISORY COMMITTEE
- 2. BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE
- 3. BOARD OF LIBRARY TRUSTEES
- 4. DESIGN REVIEW BOARD
- 5. FIRE COMMISSION
- 6. PICKLEWEED ADVISORY COMMITTEE
- 7. PLANNING COMMISSION
- 8. POLICE ADVISORY AND ACCOUNTABILITY COMMITTEE
- 9. PUBLIC ART REVIEW BOARD
- 10. VOTER APPROVED TAX OVERSIGHT COMMITTEE

AMERICANS WITH DISABILITIES ACT ACCESS ADVISORY COMMITTEE BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Americans with Disabilities Act Access Advisory Committee, hereinafter referred to as the "ADA Access Advisory Committee," or the "Committee."

Section 1.2. Purpose. 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 members of the community with disabilities, reflecting multiple disabilities, and the cultural and gender diversity of the wider disability community. The ADA Access Advisory Committee works in conjunction with the City of San Rafael.

Section 1.3. Committee Responsibility. The ADA Access Advisory Committee's authority is advisory only. The ADA Access Advisory Committee has no power to act on behalf of the City of San Rafael or any other entity. The ADA Access Advisory Committee's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council.

The ADA Access Advisory Committee may:

- 1. Act as a liaison between the City and the disabled community living and doing business in the City of San Rafael;
- 2. Assist the City with ADA projects including, but not limited to the: Self Evaluation, Transition Plan, publicity, website content, training, and emergency planning for persons with disabilities;
- Solicit public input on city-related ADA projects and programs and provide a public forum for individuals with disabilities and groups representing people with disabilities;
- 4. Facilitate community awareness and advocacy by identifying and articulating common concerns:
- 5. Advise and educate members of the disability community, City staff, and the public about disability rights and accessibility issues;
- 6. Provide input to the City for the removal of physical barriers in City facilities, on City property, and the public rights-of-way based upon identified needs and

budget;

- 7. Work to improve accessibility for persons with disabilities throughout the community;
- 8. Promote emerging state and national disability issues relevant to the City;
- Provide input for prioritizing barrier removal projects that are funded in the Capital Improvement Plan. The Director of Public Works shall have the final decision over the approval and authorization of projects;
- 10. Provide input on Disabled Access Hardship Applications submitted to the Building Division on permitted projects. The Chief Building Official shall have the final decision over the Disabled Access Hardship Application.

The ADA Access Advisory Committee is **not** involved in:

- 1. ADA compliance related to private development applications, approvals, or enforcement other than Disabled Access Hardship Applications as described above. This responsibility is carried out by the Community Development Department.
- Grievances under the ADA directed toward the City. Anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of San Rafael shall fall under the provisions of the City's grievance procedure.
- 3. Project review and approval. Existing Boards or Commissions (such as the Design Review Board or Planning Commission) that are established for public or private project review and approval, which includes full ADA compliance, shall remain with those Boards and Commissions.
- 4. City bids, contracts and agreements. The City has full responsibility to ensure that all approved bids, contracts and agreements are in full compliance under the ADA.

Section 1.4. Brown Act. All meetings of the ADA Access Advisory Committee shall be open and public, and all persons shall be permitted to attend any meeting of the ADA Access Advisory Committee, except as otherwise provided in the Ralph M. Brown Act. (Government Code Sections 54950 et seq.) Meetings will be accessible to all, with accommodations for accessibility issues made upon request. Any person who disrupts the meeting may be asked to leave and be removed.

ARTICLE II. MEMBERSHIP

- **Section 2.1. Number of Members.** The ADA Access Advisory Committee shall consist of five (5) voting members and one (1) non-voting City staff member who will act as the Committee Chairperson. The City Council has the authority to appoint alternates as needed. The City staff member will typically be the City's ADA Coordinator, but in all instances shall be the person appointed by the City Manager.
- **Section 2.2.** Eligibility. The five (5) voting ADA Committee members and any alternate shall consist of the following, each having the same duties and responsibilities:
 - 1. Persons who are, or family members of, City of San Rafael residents with disabilities: and/or
 - 2. Individuals residing in the City of San Rafael serving persons with disabilities in Marin County; and/or
 - Property owners, business owners, or individuals residing in the City of San Rafael
 with expertise and/or affiliations with private or public organizations concerned with
 issues of accessibility and/or other issues of concern to persons with disabilities;
 and/or
 - 4. One member of the Committee may represent the San Rafael business community interest.

Membership on the Committee shall not be limited based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. An effort will be made to ensure that the membership is balanced and diverse based on the eligibilities above.

- **Section 2.3.** Appointment of Committee Members. Voting Committee members and any alternate member shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael and as otherwise determined by the City Clerk. The City Manager shall appoint the non-voting City staff member.
- **Section 2.4. Terms of Appointment.** Each Committee member shall serve a term of four (4) years but not more than two terms. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year.
- **Section 2.5. Term Limits.** Committee members shall be limited to two (2) consecutive four-year terms. Additional terms may be served if there is a break between terms.
- **Section 2.6. Absence and Removal.** An unexcused absence from two (2) consecutive Committee meetings without notification to the Chairperson shall be considered a voluntary resignation from the Commission. Previously dismissed Commissioners may be eligible for reappointment to the Commission. Commissioners shall be subject to removal by the affirmative vote of three members of the City Council.

Section 2.7. Compensation. Committee Members may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member.

Section 2.8. Duties of the Chairperson. The Chairperson shall preside over all ADA Access Advisory Committee meetings and shall be responsible for preparing agendas, meeting minutes, and maintaining records of documents submitted to the Committee for consideration at the meeting. If the Chairperson is unable to attend a regularly scheduled meeting, the regularly scheduled meeting shall be cancelled and resumed at the next regularly scheduled meeting.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. The Commission shall meet quarterly, unless there is no business to conduct, and shall be scheduled annually. The schedule for the upcoming year will be set by December of the previous year.

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Bicycle and Pedestrian Advisory Committee, hereinafter referred to as the "BPAC," or the "Committee."

Section 1.2. Purpose. The purpose of the Bicycle and Pedestrian Advisory Committee 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.

Section 1.3. Committee Responsibility. The Committee's authority is advisory only. The Bicycle and Pedestrian Advisory Committee has no power to act on behalf of the City of San Rafael or any other entity. The Bicycle and Pedestrian Advisory Committee's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council.

The Bicycle and Pedestrian Advisory Committee's advisory and review function on matters related to bicycling and walking include, but are not limited to:

1. Implementation of the Bicycle and Pedestrian Master Plan and other adopted plans

Participating in the development, review, and implementation of comprehensive bicycle/pedestrian goals, objectives and policies in the Bicycle and Pedestrian Master Plan, and/or other City adopted community plans and area specific plans.

2. Existing Conditions

Reviewing and commenting on the functional classification and physical condition of existing pedestrian routes, bicycle paths, bicycle lanes, protected bikeways, and bicycle routes (Caltrans Class I, II, III & IV facilities, respectively) within the City.

3. Review of Major Development and Infrastructure Projects

Reviewing development and infrastructure projects that fall within the City's jurisdiction insofar as they relate to bicycling and walking at their planning and design stages for accommodation of cyclists' and pedestrians' needs.

Members of BPAC will serve as liaisons to City departments, commissions, and committees related to bicycle and pedestrian issues and will report back to BPAC.

4. Project Development and Funding

Making recommendations on capital improvements to increase use and safety of bicycle/pedestrian facilities; and providing recommendations to staff on the prioritization of bicycle/pedestrian projects for funding under Capital Improvements Programs or other district, county, state or federal bicycle and pedestrian grant programs.

5. Educational Efforts

Participating in the City's efforts to promote bicycling and walking as viable forms of urban transportation and recreation.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Committee shall consist of a total of five (5) regular members.

The Committee shall have one alternate member who may vote in the absence of any voting member.

Section 2.2. Eligibility. The Committee shall be composed of five (5) regular voting members.

Requirements for eligibility: Shall either reside or work in city limits.

Membership on the Committee shall not be limited based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. An effort will be made to ensure that the membership is balanced and diverse based on the eligibilities above.

Section 2.3. Term Limits. Members of the Committee shall be limited to two (2) consecutive four-year terms. Additional terms may be served if there is a break between terms.

Section 2.4. Absence and Removal. An unexcused absence from two (2) consecutive Committee meetings without notification to the Chairperson will constitute an immediate vacancy and shall be considered a voluntary resignation from the Committee. Previously dismissed Committee members may be eligible for reappointment.

Section 2.5. Compensation. Committee Members may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. The Committee shall meet at least every other month, on a consistent day of the month.

and shall be scheduled annually. December of the previous year.	The schedule	for the upcoming	year will be set by

BOARD OF LIBRARY TRUSTEES BYLAWS

ARTICLE I. NAME AND PURPOSE

- **Section 1.1. Name.** The name of this body shall be the City of San Rafael Board of Library Trustees, hereinafter referred to as the "Library Board," or the "Board."
- **Section 1.2. Purpose.** The purpose of the Board is to support the Library Director, support the Library Foundation in its quest for a new library, serve as advocates for the Library to the City Council, and help increase the visibility of the Library in the community.
- **Section 1.3. Board Responsibility.** The Library Board's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council. The Library Board's authority is advisory only. The Library Board has no power to act on behalf of the City of San Rafael or any other entity.

Subject to the direction and control of the city council, as provided in Section 2.04.030 of the San Rafael Municipal Code, the powers and duties of the Board of Library Trustees shall be:

- 1. To assess and evaluate current and long-range needs of the library;
- to formulate and adopt policies, rules and regulations with respect to programs and facilities to meet such needs of the community, including recommendations for sites and design of facilities. Such formulations and adoptions shall be made in conjunction with recommendations of the librarian;
- 3. To receive, and review periodic reports from the librarian concerning the general operations and functions of the library;
- 4. To recommend ways to inform the San Rafael community as to the various programs, services, and assistance which the library affords all patrons;
- 5. To promote intergovernmental cooperation in the development of library services, patronage and usage;
- 6. To perform such other duties as may be prescribed by the city council.

ARTICLE II. MEMBERSHIP

- **Section 2.1. Number of Members.** The Library Board shall consist of five (5) voting members. The City Council has the authority to appoint alternates as needed.
- **Section 2.2. Eligibility.** Board members shall be residents of the city of San Rafael.
- Section 2.3. Appointment of Board Members. Members shall be appointed by the City

Council. Appointments shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time.

Section 2.4. Terms of Appointment. Each Board member shall serve a minimum term of four (4) years. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year.

Section 2.5. Term Limits. Members of the Board shall be limited to two (2) consecutive four-year terms. Additional terms may be served if there is a break between terms.

Section 2.6. Absence and Removal. An unexcused absence from two (2) consecutive Board meetings without notification to the Staff Liaison shall be considered a voluntary resignation from the Board. Previously dismissed Board members may be eligible for reappointment to the Board. The members of the Board shall be subject to removal by the affirmative vote of three members of the city council.

Section 2.7. Compensation. Board members may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. The Board shall meet once per month, unless there is no business to conduct, and shall be scheduled annually. The schedule for the upcoming year will be set by December of the previous year.

DESIGN REVIEW BOARD BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Design Review Board, hereinafter referred to as the "Board."

Section 1.2. Purpose. The Board shall serve as an advisory body to the city for the purpose of reviewing and formulating recommendations on all major physical improvements requiring environmental and design review permits, except that an alternate streamlined review process may be allowed for certain eligible projects by ordinance or resolution of the city council. The Board may also serve as an advisory body on other design matters, including minor physical improvements or administrative design permits, referred to the board by the community development director, planning commission or city council. The Board shall provide professional design analysis, evaluation and judgment as to the completeness, competence and appropriateness of development proposals for the use and setting and to recommend approval, approval with conditions, redesign or denial based on design standards adopted by the city council.

Section 1.3. Board Responsibility. The Board's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council. The Board's authority is advisory only. The Board has no power to act on behalf of the City of San Rafael or any other entity.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Board shall consist of a total of five (5) regular members and may include one alternate member appointed by the city council. The design review board members shall be qualified as follows:

- 1. At least two (2) members shall be licensed architects or licensed building designers;
- 2. At least one member shall be a licensed landscape architect;
- 3. At least one of the five (5) members shall have background or experience in urban design;
- 4. The alternate member may have qualifications in any of the above fields of expertise; and
- 5. In addition to the five (5) council-appointed Board members and one alternate member, one planning commissioner shall attend Board meetings. This liaison planning commissioner shall be appointed by the commission chairperson. An additional commissioner shall be appointed to serve as an "alternate liaison" in case of absence. The planning commission liaison should be present at all design review board meetings to offer advice and direction to the board on matters of commission concern.

Alternate Member. The alternate member may temporarily fill a vacancy created when a regular member: (1) leaves office prior to completion of the member's term; (2) cannot

attend a meeting; or (3) cannot participate on a particular matter due to a conflict of interest.

Section 2.2. Eligibility. Board members shall be residents of the city of San Rafael.

Section 2.3. Appointment of Board Members. Regular voting members and alternate members shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time.

The liaison Planning Commissioner shall be appointed by the Commission Chairperson. An additional Commissioner shall be appointed to serve as an "alternate liaison" in case of absence.

Section 2.4. Terms of Appointment. Each Board member shall serve a term of four (4) years. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year.

Section 2.5. Term Limits. Members of the Board shall be limited to three (3) consecutive four-year terms. Additional terms may be served if there is a break between terms.

Section 2.6. Absence and Removal. An unexcused absence from two (2) consecutive Board meetings without notification to the Staff Liaison shall be considered a voluntary resignation from the Board. Previously dismissed Board members may be eligible for reappointment to the Board. The members of the Board shall be subject to removal by the affirmative vote of three members of the city council.

Section 2.7. Compensation. Board Members may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. Regularly scheduled Board meetings shall be the first and third Tuesday of each month, but these dates may be impacted by holidays. A schedule shall be approved annually by the Board. The Board shall meet once per month. The schedule for the upcoming year will be set by December of the previous year.

FIRE COMMISSION BYLAWS

ARTICLE I. NAME AND PURPOSE

- **Section 1.1. Name.** The name of this body shall be the City of San Rafael Fire Commission, hereinafter referred to as the "Commission."
- **Section 1.2. Purpose.** The purpose of the Fire Commission is to advise and support the goals and objectives of the San Rafael Fire Department as articulated by the Fire Chief.
- **Section 1.3. Commission Responsibility.** The Commission's authority is advisory only. The Fire Commission has no power to act on behalf of the City of San Rafael or any other entity.

Subject to the direction and control of the city council, as provided in Section 2.04.030 of the San Rafael Municipal Code, the powers and duties of the Fire Commission shall be:

- 1. To review and recommend concerning the future needs of the fire department in respect to long-range capital needs, including buildings, training facilities, and water mains and hydrant replacements;
- 2. To review the relationship of the fire department with other governmental agencies and private entities concerning topics which the commission feels present a true and pressing need for the city's fire service, i.e., mutual aid and the fire rating system of the Independent Insurance Office;
- To recommend to the fire chief and the city council action concerning initial adoption and future amendments to the fire prevention code, the building code, and other such ordinances which pertain to the prevention of fires within the community;
- 4. To receive monthly reports from the department head concerning the general operations and functions of the department;
- 5. To perform such other duties as may be prescribed by the city council.

ARTICLE II. MEMBERSHIP

- **Section 2.1. Number of Members.** The Commission shall consist of five (5) members, one of which may be a Councilmember. The City Council has the authority to appoint alternates as needed. The Chief of the fire department shall be an ex officio member of the Commission but shall not be entitled to vote as a member of the Commission.
- **Section 2.2. Eligibility.** Commissioners shall be residents of the city of San Rafael.

Section 2.3. Appointment of Commissioners. Commissioners shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time.

Section 2.4. Terms of Appointment. Each Commissioner shall serve a term of four (4) years. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year.

Section 2.5. Term Limits. Commissioners shall be limited to two (2) consecutive four-year terms. Additional terms may be served if there is a break between terms.

Section 2.6. Absence and Removal. An unexcused absence from two (2) consecutive Commission meetings without notification to the Staff Liaison shall be considered a voluntary resignation from the Commission. Previously dismissed Commissioners may be eligible for reappointment to the Commission. Commissioners shall be subject to removal by the affirmative vote of three members of the city council.

Section 2.7. Compensation. Commissioners may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. The Commission shall meet once per month, unless there is no business to conduct, and shall be scheduled annually. The schedule for the upcoming year will be set by December of the previous year.

PICKLEWEED ADVISORY COMMITTEE BYLAWS

ARTICLE I. NAME AND PURPOSE

- **Section 1.1. Name.** The name of this body shall be the City of San Rafael Pickleweed Advisory Committee, hereinafter referred to as the "Pickleweed Advisory Committee," or the "Committee."
- **Section 1.2. Purpose.** The Pickleweed Advisory Committee provides valuable input in representing and advocating for Canal area resident's needs and wishes for programs and services; and is a primary public networking resource between the Canal residents, representatives from governmental and non-profit agencies, and others. The Pickleweed Advisory Committee works in conjunction with the City of San Rafael.
- **Section 1.3. Committee Responsibility.** The Pickleweed Advisory Committee's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council. The Pickleweed Advisory Committee's authority is advisory only. The Pickleweed Advisory Committee has no power to act on behalf of the City of San Rafael or any other entity.

The duties of the Pickleweed Advisory Committee shall include the following:

- The Advisory Committee shall be responsible for advising the Park and Recreation Commission, City Council and City Staff on all matters pertaining to the facilities, programs and services of the Albert J. Boro Community Center and Pickleweed Park;
- 2. As needed, make recommendations on policies and procedures governing the use of the Albert J. Boro Community Center and Pickleweed Park in accordance with the mission of the City of San Rafael;
- 3. Assist the City with reviewing and evaluating "Use Agreements for Co-Sponsored Programming" at the Albert J. Boro Community Center and Pickleweed Community Park;
- 4. Promote the use and support of the Albert J. Boro Community Center and Pickleweed Park within Canal area neighborhood, including working in cooperation with citizen and business organizations, foundations, school districts and other governmental agencies.
- 5. The Committee shall have no authority to direct, nor shall it direct, City staff, officials or volunteers;

ARTICLE II. MEMBERSHIP

- **Section 2.1. Number of Members.** The Pickleweed Advisory Committee shall consist of a total of ten (10) members as follows: seven (7) voting members, one (1) non-voting representative from the Park and Recreation Commission and one (1) non-voting City staff member who will act as the Committee Chairperson. The City Council has the authority to appoint alternates as needed. The City staff member will typically be the Albert J. Boro site supervisor, but in all instances shall be appointed by the City Manager.
- **Section 2.2.** Eligibility. The Committee shall be composed of seven (7) regular voting members which may include up to two (2) youth members, and the City Council has the authority to appoint alternates as needed. Each shall have the same duties and responsibilities and shall consist of the following:
 - 1. Members of the Committee shall be at least 18 years of age, except for the youth members who shall be a minimum age of a high school 9th grade student
 - 2. At least six (6) regular voting members of the Committee shall reside within the Canal neighborhood
 - 3. One (1) member of the Committee must be a City of San Rafael resident but may reside outside of the Canal neighborhood.
- **Section 2.3. Appointment of Committee Members.** With exception of the representative of the Park and Recreation Commission and City staff, all other regular voting members and alternate member(s) shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time. The representative from the Park and Recreation Commission will be selected by the Park and Recreation Commission on an annual basis.
- **Section 2.4. Terms of Appointment.** With exception of the representative from the Park and Recreation Commission, each Committee Member shall serve a term of four (4) years. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year.

The representative from the Park and Recreation Commission shall serve a term of one (1) year, but not more than two consecutive terms. However, if there is a vacancy, the Park and Recreation Commission has the authority to extend the current representative's term at their discretion.

- **Section 2.5. Term Limits.** Committee Members shall be limited to two (2) consecutive four-year terms. Additional terms may be served if there is a break between terms.
- **Section 2.6. Absence and Removal.** An unexcused absence from two (2) consecutive Commission meetings without notification to the Staff Liaison shall be considered a voluntary resignation from the Commission. Previously dismissed Commissioners may be eligible for reappointment to the Commission. Commissioners shall be subject to removal by the affirmative vote of three members of the city council.

Section 2.9. Compensation. Committee Members may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. A minimum of five (5) meetings shall be scheduled annually, on a consistent day of the month; the schedule for the upcoming year will be set by November of the previous year; staff will contact the Committee one week prior to scheduled meetings to determine if a quorum will be present; lack of quorum will result in the cancellation of the scheduled meeting.

PLANNING COMMISSION BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Planning Commission, hereinafter referred to as the "Commission."

Section 1.2. Purpose. The purpose of the Commission to make decisions or advise the Council on land use and property development issues. The Commission assures that new development is consistent with our long-range General Plan, State laws and other public policies that advance the interests of our community.

Section 1.3. Committee Responsibility. The Commission's authority is decision-making.

It shall be the function and duty of the planning commission to act as a decision-making body on quasi-legislative matters including but not limited to:

- major subdivisions as delegated to the planning commission under Title 15
- conditional use permits delegated to the planning commission
- environmental and design review permits delegated to the planning commission
- appeals made by a lower body and appealed to the planning commission

It shall be the function and duty of the planning commission to act as an advisory body to the city council on legislative matters related to but not limited to the following:

- General Plan updates and amendments
- Zoning Text and Zoning Map Amendments
- Other land use item requiring City Council action

It shall be the duty of the members of the planning commission, to inform themselves on matters affecting the functions and duties of the commission and all planning matters, and, to that end, may attend training and planning conferences and the reasonable traveling expenses incidental to the attendances shall be charged upon the funds allocated to the commission.

The planning commission shall endeavor to promote public interest and understanding of plans developed, and the regulations relating thereto. The commission shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which records shall be a public record.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Commission shall consist of a total of seven (7) members as follows:

- District 1 Representative
- District 2 Representative
- District 3 Representative
- District 4 Representative
- At-large Member
- At-large Member
- At-large Member

Section 2.2. Eligibility. The Commission shall be composed of seven (7) regular voting Members, one commissioner from each district, and three at-large commissioners.

Requirements for eligibility:

- 1. District Representatives: Each district representative must reside in the district they represent.
- At-Large Members: Must reside in city limits.

Section 2.3. Term Limits. Members of the Committee shall be limited to three (3) consecutive four-year terms. Additional terms may be served if there is a break between terms.

Section 2.4. Absence and Removal. An unexcused absence from two (2) consecutive Commission meetings without notification to the Staff Liaison shall be considered a voluntary resignation from the Commission. Previously dismissed Commission members may be eligible for reappointment to the Commission.

Section 2.5. Compensation. Commissioners may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member..

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. Regularly scheduled Commission meetings shall be the second and fourth Tuesday of each month, but these dates may be impacted by holidays. A schedule shall be approved annually by the Commission. The Commission shall meet once per month and shall be scheduled annually. The schedule for the upcoming year will be set by December of the previous year.

POLICE ADVISORY AND ACCOUNTABILITY COMMITTEE BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Police Advisory and Accountability Committee, hereinafter referred to as the "Committee."

Section 1.2. Purpose. The purpose of the Committee is to provide input to improve public transparency and accountability with respect to the San Rafael Police Department and provide greater community participation in making recommendations on police department policies, practices, and procedures, including those related to community relations, hiring, and training best practices.

In addition to improving transparency and accountability, the Committee will build points of collaboration between the San Rafael Police Department and the community. Additionally, the Committee will review data and policies and facilitate authentic community engagement.

Section 1.3. Committee Responsibility. The Committee's authority is advisory only. The Committee has no power to act on behalf of the City of San Rafael or any other entity. The Committee does not have power or authority to investigate, review or participate in specific police personnel matters or specific police-related incidents, receive or review complaints initiated against personnel of the San Rafael Police Department, or play any role in civil or criminal litigation.

It shall be the function and duty of the Committee to:

- Act as a sounding board for the Community, City Council, the City Manager, and the Police Department regarding community needs and concerns, as well as provide community feedback to proposed police programs and priorities.
- Make recommendations to the City Council regarding police policy, procedures, hiring practices, training, and best practices.
- Request data related to SRPD operations, which shall be presented and accessible during public meetings of the Committee to the extent permitted by law.
- Conduct ongoing community outreach and engagement efforts with all communities.
- Public reports detailing the engagement efforts and other work of the committee over the course of the year shall be produced annually at a

minimum and presented at a City Council meeting to inform the community of the work of the Committee.

- In an effort to foster relationships that promote accountability, transparency, and effectiveness in its work, the Committee will prioritize effective communication and collaboration with SRPD.
- Advise the City Council, the City Manager, the Committee members, and the Police Department on matters associated with the following:
 - 1. Improve the feeling of safety and security.
 - 2. Increase cultural competencies, empathy, and customer service skills.
 - 3. Build trust and improve relationships with the community.
 - 4. Increase diversity of the police department workforce.
 - 5. Improve transparency, communication, and accountability.
- Inform themselves on matters affecting the functions and duties of the Police Department and to that end, will participate in training as recommended by the City Council, the City Manager, or the Police Chief or the Committee members.
- Promote community interest and understanding of police operations, policy, priorities and community relations.
- Promote SRPD understanding of the priorities and requests of community members.
- The Committee shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations, which records shall be a public record.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Committee shall consist of a total of seven (7) regular voting members, at least one (1) shall be a youth member between the ages of 17-26, and two (2) alternates.

Section 2.2. Eligibility. The seven (7) voting Committee members, and any alternate, must be City of San Rafael residents who are at least 18 years old (except for one youth member between the ages of 17-26).

Section 2.3. Term Limits. Members of the Committee shall be limited to two (2) consecutive four-year terms. Additional terms may be served if there is a break between terms.

Section 2.4. Absence and Removal. An unexcused absence from two (2) consecutive Committee meetings without notification to the Staff Liaison, or six absences (whether excused or unexcused) in any term shall be considered a voluntary resignation from the Committee. Previously dismissed Committee members may be eligible for reappointment to the Committee.

Section 2.5. Compensation. Committee Members may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. The Committee shall meet every month, on a consistent day of the month, and shall be scheduled annually. Meetings may be cancelled as needed. The regular meeting schedule for the upcoming year will be set by December of the previous year.

PUBLIC ART REVIEW BOARD BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Public Art Review Board, hereinafter referred to as the "Public Art Review Board," or the "Board."

Section 1.2. Purpose. The Public Art Review Board's purpose is to help administer the public art review process and to advise the City Council on public art installations.

Section 1.3. Committee Responsibility. The Public Art Review Board's authority over long-term art proposals (greater than one year) is advisory only and the Board will issue a recommendation to City Council to approve or reject a proposal. For short-term art proposals, the Public Art Review Board has the authority to approve exhibitions. At staff's discretion, certain short-term projects may be required to obtain City Council approval, depending on project impact.

The Public Art Advisory Committee's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council.

The responsibilities and duties of the Public Art Review Board shall be as follows:

- 1. Work with Staff in the review and approval of public art projects.
- 2. Review all proposals for public art and recommend select projects to City Council for approval.
- 3. Monitor the overall development of public art projects, encouraging balance over time with respect to background, gender, and other identities of artists selected and also with respect to styles of expression, media, and genre.
- 4. Provide opportunities for community input and resident participation.
- 5. To use the following Public Art Review Criteria in evaluating all public art proposals:
 - a. Project Readiness: Projects can demonstrate readiness through completeness of design, skill/experience of the artist(s) or project manager(s), secured funding for art piece and cost of installation, successful community engagement, identification of an appropriate site, and proposed schedule. The Public Art Review Board may encourage an applicant to reapply, if they deny a proposal as not sufficiently ready but with specific promise to demonstrate future readiness.
 - b. Qualifications: Artists, artist teams, or project manager must be able to demonstrate, through past work – as evidenced in a resume, portfolio, and reference – their ability to create quality artwork and act with the utmost professionalism. In most cases, artists have considerable training and experience working professionally at and have been

- compensated for their art. For certain projects, the City will consider emerging or non-professional artists, who are working under the guidance of a professional mentor or art teacher.
- c. Funding: Projects should have a funding source identified and project implementation will be contingent upon receipt of full funding for the project. The City does not provide project funding for public art.
- d. Community Engagement: Proposed projects that have completed their own public engagement process will be prioritized.
 - i. For long-term projects (installation planned for more than one (1) year): A minimum of one (1) public meeting and three (3) letters of support are recommended. Successful public meetings might involve the local homeowner's association (HOA), neighborhood associations, or business owners. The Public Art Review Board must be informed of these meetings ahead of time and allowed to opportunity to attend.
 - ii. For short-term projects that are viewable within the public right-of-way: A minimum of two (2) letters of support is recommended.
 - iii. In both instances, it is recommended that one of the letters of support be from the local homeowners' association (HOA) or neighborhood association, if applicable.
 - iv. Short-term projects inside a public facility are not required to conduct community engagement, outside of that undertaken through the Public Art Review Board process.
- e. Maintenance: Works of art will have reasonable maintenance requirements and these requirements shall be compatible with routine City maintenance procedures. For projects that require more maintenance than current City budgets and staffing allow or a specific expertise, the project must set aside sufficient maintenance funding for the duration of the project and must develop an agreement for maintenance to be performed by private parties, as approved by City staff.
- f. Design: Works of art will be designed in consideration of the relevance and appropriateness of the work to the context of the site and in alignment with public safety and decency.
 - i. The artwork will not portray themes that may be interpreted as derogatory as to race, religion, sexual orientation, natural origin, or physical or mental disability. The artwork will not contain content, signage, names, logos, or subject matter that could be construed as advertising or as religious or sexual in nature nor will it promote a political candidate or include political text. Any content considered obscene or indecent by community standards will be denied.
 - ii. The design of the artworks will take into consideration issues associated with public spaces such as security, theft, vandalism, etc.
 - iii. The design of the artworks will consider the specific needs and use patterns of the public space in which they will be located. For example, in parks, works of art will not block critical view corridors

- or impede public usage of key open space.
- g. Diversity: Artists and the City's public art collection should reflect the diversity of San Rafael's community. The Public Art Review Board shall monitor the overall development of public art projects, encouraging balance in the City's collection over time with respect to background, gender, and other identities of artists selected and also with respect to styles of expression, media, and genre.

ARTICLE II. MEMBERSHIP

- **Section 2.1. Number of Members.** The Public Art Review Board shall consist of five (5) voting members as follows: three (3) at-large members, one (1) representative from the Design Review Board, and one (1) representative from the Park and Recreation Commission. The Councilmember in whose district the public art is proposed will participate as a non-voting liaison to the City Council as part of the selection process.
- **Section 2.2. Eligibility.** Members of the Committee shall be at least 18 years of age and reside within the City limits. The three (3) at-large members shall reflect the diversity of San Rafael, with professional qualifications in the visual arts and/or civic design, such as artists, architects, landscape architects, arts educators, arts administrators, urban designers, urban planners, or owners/managers of a creative business.
- **Section 2.3. Compensation.** Committee Members may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member...
- **Section 2.4. Appointment of Committee Members.** The representatives from the Design Review Board and the Park and Recreation Commission will be selected by the Design Review Board and the Park and Recreation Commission, respectively, on a biannual basis. The at-large members will be selected by the City Council.
- **Section 2.5. Terms of Appointment.** The at-large Board members will serve a maximum of two (2) four (4) year terms. The representatives from the Design Review Board and the Park and Recreation Commission shall serve a term of two (2) years, but not more than two consecutive terms. However, if there is a vacancy, the Design Review Board and the Park and Recreation Commission have the authority to extend the current representative's term at their discretion. Board Members serve at will and are subject to appointment and/or removal at the discretion of City Council.
- **Section 2.6. Absence and Removal.** An unexcused absence from two (2) consecutive Committee meetings without notification to the Staff Liaison, or six absences (whether excused or unexcused) in any term, shall be considered a voluntary resignation from the Committee. Committee members who had previously resigned may be eligible for reappointment to the Committee.
- **Section 2.7. Conflict of Interest.** A member of the Board who has a financial, business, familial or romantic relationship regarding a matter coming before the Board

shall disqualify themself from all participation in that matter.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. Public meetings shall be held a minimum of four (4) times per year but may meet more frequently or on an ad hoc basis, as needed. Quarterly meetings shall be scheduled annually with the quarterly meeting schedule for the upcoming year will be set by November of the previous year.

Revised June 17, 2024

VOTER APPROVED TAX OVERSIGHT COMMITTEE BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Voter Approved Tax Oversight Committee, hereinafter referred to as the "Committee."

Section 1.2. Purpose. The Committee's purpose is to review the collection and expenditure of voter approved tax revenues collected under the authority of voter-approved City tax measures and Resolution 15118 adopted by the San Rafael City Council on September 6, 2022.

Section 1.3. Committee Responsibility. The Committee's authority is oversight only.

The responsibilities and duties of the Committee shall be limited to:

- 1.2 Review expenditures of Measure tax revenues to ensure the monies have been expended in accordance with the authorized municipal purposes of each Measure. To complete this review, the Committee shall:
 - 1.2.1 Understand allowable expenses of each existing Measure's tax funds (as identified in the enacting Municipal Ordinance)
 - 1.2.2 Review documentation from City Council and from City Council-appointed advisory committees that pertain to the prioritization of use of each Measure's tax funds.
 - 1.2.3 Review annual reports prepared by the City's Finance Department that track the receipt and spending of each Measure's tax funds.
 - 1.2.4 Prepare and submit to the City Council and the community an annual public report on the expenditures of each Measure's tax revenues for the previous fiscal year.
 - 1.2.5 Fulfill the final responsibilities of each Measure's responsibilities at the Measure's termination, repeal or extension: Before submitting a final report: Review and report on the final expenditures of each Measure during the previous fiscal year, through its termination, to ensure that monies have been expended consistent with the authorized purposes of the Measure.

The Committee shall **not**:

- 1. Have any budgetary decision authority, shall not allocate financial resources, and shall not make budget or service recommendations to the City Council.
- 2. Have authority to direct, nor shall it direct, City staff or officials.

ARTICLE II. MEMBERSHIP

- **Section 2.1. Number of Members.** The Voter Approved Tax Oversight Committee shall consist of five (5) voting members.
- **Section 2.2. Eligibility.** Members of the Committee shall be at last 18 years of age and reside within the City limits.
- **Section 2.3. Appointment of Committee Members.** Members shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time.
- **Section 2.4. Terms of Appointment.** Each member shall serve a minimum term of four (4) years. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year.
- **Section 2.5. Term Limits.** Members shall be limited to two (2) consecutive four-year terms. Additional terms may be served if there is a break between terms.
- **Section 2.6. Absence and Removal.** An unexcused absence from two (2) consecutive Committee meetings without notification to the Staff Liaison will constitute an immediate vacancy and shall be considered a voluntary resignation from the Committee. Previously dismissed Committee members may be eligible for reappointment.
- **Section 2.7. Compensation.** Committee Members may apply for stipends through the Stipend Program at \$50 per month, not to exceed \$600 per year per member.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website.



Agenda Item No: SA 1.a

Meeting Date: June 17, 2024

SAN RAFAEL SUCCESSOR AGENCY AGENDA REPORT

Department: Finance

Prepared by: Paul Navazio, Finance Director City Manager Approval:

Shawn Plate, Finance Manager

TOPIC: AGENCY DISSOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER SAN

RAFAEL REDEVELOPMENT AGENCY

SUBJECT: RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT

AGENCY OF THE CITY OF SAN RAFAEL IN THE MATTER OF APPROVING

A REQUEST TO FORMALLY DISSOLVE THE SUCCESSOR AGENCY

RECOMMENDATION:

Adopt a resolution formally requesting dissolution of the Successor Agency to the former San Rafael Redevelopment Agency.

BACKGROUND:

On December 29, 2011, the California Supreme Court delivered its decision in the *California Redevelopment Association v. Matosantos* case, finding Assembly Bill X1 26, eliminating redevelopment agencies in California, largely constitutional. The Court's decision meant that all California redevelopment agencies, including the San Rafael Redevelopment Agency, were dissolved on February 1, 2012.

On January 3, 2012, the San Rafael City Council elected to act as the Successor Agency for the former San Rafael Redevelopment Agency. The Successor Agency then held the former Redevelopment Agency's unobligated funds. It was charged with the responsibility of paying off the former Redevelopment Agency's existing debts, disposing of the former Redevelopment Agency's properties and assets to help pay off debts and return revenues to the local government entities that receive property taxes, and winding up the affairs of the former Redevelopment Agency.

Per Health and Safety Code (HSC) section 34187, the Successor Agency must submit to the Oversight Board, with a copy of the request to the County Auditor-Controller, a request to dissolve once the following three conditions have been met:

- All of the enforceable obligations on the Recognized Obligation Payment Schedule have been retired or paid off
- All real property has been disposed of pursuant to HSC section 34181 or 34191.4
- All outstanding litigation has been resolved

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 FOR CITY CLERK ONLY	

Council Meeting:

Disposition:

ANALYSIS:

Staff has confirmed that all three conditions precedent to the dissolution of the Successor Agency have been met with the final, enforceable obligation paid off on December 1, 2022. Additionally, there is no outstanding litigation, and all real property has been disposed of in accordance with HSC section 34181 or 34191.4 as a result of Resolution 2016-02, adopted June 20, 2016.

FISCAL IMPACT:

There is no fiscal impact to adopting the resolution.

OPTIONS:

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

- 1. Adopt the resolution.
- 2. Adopt a modified resolution.
- 3. Do not adopt the resolution.

RECOMMENDED ACTION:

Adopt a resolution formally requesting dissolution of the Successor Agency to the former San Rafael Redevelopment Agency.

ATTACHMENT:

1. Resolution

RESOLUTION NO.

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN RAFAEL IN THE MATTER OF APPROVING A REQUEST TO FORMALLY DISSOLVE THE SUCCESSOR AGENCY

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos ("Matosantos"), finding Assembly Bill X1 26 (the "Dissolution Act") largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court's decision in *Matosantos*, all California redevelopment agencies, including the San Rafael Redevelopment Agency of the City of San Rafael ("Former Agency"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on January 3, 2012 the City Council of the City of San Rafael (the "City"), acting in a separate limited capacity and known as the Successor Agency to the former San Rafael Redevelopment Agency (the "Successor Agency"), elected to serve as the successor agency to the Former Agency as defined in the Dissolution Act; and

WHEREAS, pursuant to Dissolution Act (with particular reference to the Health and Safety Code (HSC) Section 34179), the Oversight Board was formed to oversee the activities of the Successor Agency; and

WHEREAS, in accordance with HSC Section 34187(b), when all enforceable obligations have been retired or paid off, all real property has been disposed of pursuant to HSC 34181 or 34191.4, and all outstanding litigation has been resolved, a successor agency shall, within 30 days of meeting the aforementioned criteria, submit to the oversight board a request, with a copy of the request to the County Auditor—Controller, to formally dissolve the successor agency. The oversight board shall approve the request within 30 days, and shall submit the request to the Department of Finance; and

WHEREAS, the City Council, acting as the Governing Board of the Successor Agency, has been provided substantial evidence that all enforceable obligations have been paid off, all real property assets have been disposed of pursuant to HSC 34181 or 34191.4, and all outstanding litigation has been resolved pursuant HSC 34187(b; and

WHEREAS, the Dissolution Act (with particular reference to the HSC Section 34187(b)) provides that the Oversight Board is to approve of the request by the Successor Agency for dissolution and direct disposal of all remaining assets; and

WHEREAS, the staff report and attachments accompanying this resolution ("Staff Report"), contains additional information and documentation upon which the findings and action set forth in this Resolution are based; and

NOW, THEREFORE, BE IT RESOLVED by the City Council, acting as the Governing Board of the Successor Agency, that the recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

BE IT FURTHER RESOLVED, that all necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law.

BE IT FURTHER RESOLVED, that the City Council acting as the Governing Board to the Successor Agency hereby finds and determines that, based upon substantial evidence provided by the Successor Agency, that the Successor Agency has completed its prescribed obligations under HSC 34187(b) and approves the request to formally dissolve the Successor Agency as appropriate under State law.

BE IT FURTHER RESOLVED, that subject to approval of the County Oversight Board and Department of Finance (as needed), the Successor Agency is hereby directed to dispose of all remaining assets and any proceeds remitted to the County Auditor-Controller for distribution to the taxing entities.

BE IT FURTHER RESOLVED, that the City Manager as Executive Director of the Successor Agency or designee is authorized to take such additional actions as the County Oversight Board and Department of Finance may require in order to obtain approval for dissolution.

BE IT FURTHER RESOLVED, that the City Council acting as the Governing Board hereby directs the Successor Agency's Secretary to transmit a copy of this Resolution to the Oversight Board (with an additional copy to the County Auditor-Controller) to formally request to dissolve the Successor Agency.

BE IT FURTHER RESOLVED, that the approval of this Resolution does not commit the City or the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

BE IT FURTHER RESOLVED, that if any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its adoption.

I, **Lindsay Lara**, Secretary to the Successor Agency, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael Successor Agency, held on Monday, the 17th day of June 2024, by the following vote, to wit:

		Lindsay Lara, City Clerk
ABSENT:	Councilmembers:	
ADOENIT	0 11 15	
NOES:	Councilmembers:	
AYES:	Councilmembers:	