



SAN RAFAEL CITY COUNCIL – MONDAY, MARCH 4, 2019

**SPECIAL MEETING AT 6:00 P.M.
CITY MANAGER’S CONFERENCE ROOM, CITY HALL
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

1. Design Review Board Interviews

Interview Applicants and Consider Appointments to Fill One Unexpired Four-Year Term to the End of June 2020 on the San Rafael Design Review Board Due to the Retirement of Robert ‘Bob’ Huntsberry (CC)

Recommended Action – Interview Applicants and Consider Appointments

**REGULAR MEETING
COUNCIL CHAMBERS, CITY HALL
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

AGENDA

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL

1. None.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL

2. Closed Session: - None.

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

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

CITY MANAGER’S REPORT:

3. City Manager’s Report:

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 City Council / Successor Agency Regular Meeting of Monday, February 4, 2019 and Tuesday, February 19, 2019 and Special Meeting of Tuesday February 19, 2019 (CC)

Recommended Action – Approve as submitted

- b. **Citizen of the Year 2019**
Resolution of Appreciation for the Citizen of the Year for 2019 (CC)
Recommended Action – Adopt Resolution
- c. **Migration from Viewu to Axon Body-Worn Cameras**
Resolution Authorizing the City Manager to Execute a Five-Year Agreement with Axon Enterprise, Inc. for Equipment and Services to Migrate from Viewu to Axon Body Worn-Cameras in an Amount Not to Exceed \$89,703 (PD)
Recommended Action – Adopt Resolution
- d. **FY 2018-19 Local Transportation Sales Tax Measures A & B Allocation**
Resolution Authorizing the City Manager to Execute Amendment No. 1 to Funding Agreement A-FY18-14 Between the Transportation Authority of Marin and the City of San Rafael, Thereby Authorizing the Allocation of \$646,674 in Local Measure A Funding for FY 2018-2019 (PW)
Recommended Action – Adopt Resolution

SPECIAL PRESENTATION:

- 5. Special Presentation:
 - a. Presentation of Resolution of Appreciation to the Citizen of the Year for 2019
 - b. Presentation by Marin Transit and Transportation Authority of Marin (TAM) on Marin Transit Connect Program and Commute Alternatives

PUBLIC HEARINGS:

- 6. Public Hearings:
 - a. **San Rafael Cannabis Policy Update**
 - 1) Ordinance Amending Chapter 10.96 of the San Rafael Municipal Code Regulating Cannabis Businesses Within City Limits, Specifically Authorizing by License Cannabis Delivery, Infused Product Manufacturing, Laboratory Testing, and Cannabis Distribution (ED)
Recommended Action – Pass Ordinance to print
 - 2) Resolution Amending and Renaming the “Medical Cannabis Business Operator License Pilot Program” Establishing Policies and Procedures Regulating Commercial Cannabis Activity in San Rafael, as the “Cannabis Business Operator License Pilot Program”, and Restating it in its Entirety (ED)
Recommended Action – Adopt Resolution
 - b. **Changing Speed Limits on Two Streets in North San Rafael**
Ordinance of the City of San Rafael Regarding Speed Limit Increase on Los Gamos Drive and Redwood Highway Pursuant to Section 22357 of the California Vehicle Code (PW)
Recommended Action – Pass Ordinance to print

OTHER AGENDA ITEMS:

7. Other Agenda Items:

- a. **General Plan 2040 Progress Report**
Accept General Plan 2040 Progress Report (CD)
Recommended Action – Accept report

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:
(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

8. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

- 1. Consent Calendar: None.

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection in the City Clerk's Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters and assistive listening devices may be requested by calling (415) 485-3198 (TDD) or (415) 485-3066 (voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request. Public transportation is available through Golden Gate Transit, Line 22 or 23. Paratransit is available by calling Whistlestop. Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.



SAN RAFAEL CITY COUNCIL STAFF REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: _____

TOPIC: DESIGN REVIEW BOARD INTERVIEWS

SUBJECT: INTERVIEW APPLICANTS AND CONSIDER APPOINTMENTS TO FILL ONE UNEXPIRED FOUR-YEAR TERM TO THE END OF JUNE 2020 ON THE SAN RAFAEL DESIGN REVIEW BOARD DUE TO THE RETIREMENT OF ROBERT 'BOB' HUNTSBERRY

RECOMMENDATION:

Interview the following applicants and make an appointment to the Design Review Board:

Name
Donald Blayney
Matthew Covall
April Philips
Sarah Rege
Pamela Vita

BACKGROUND:

At the meeting of January 22, 2019, the City Council called for applications to fill one unexpired four-year term to the end of June 2020 due to the retirement of Robert 'Bob' Huntsberry. Five (5) applications were received in the City Clerk's Office by the deadline of Wednesday, February 13, 2019.

COMMUNITY OUTREACH:

The call for applications for the Design Review Board was advertised in Snapshot (the City Manager's e-newsletter), the City website, Nextdoor and Facebook social media platforms.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDED ACTION:

Interview applicants and make an appointment.

ATTACHMENTS

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

1. Five (5) applications
2. San Rafael Code re: 14.25.070 Design Review Board.

CITY OF SAN RAFAEL APPLICATION TO SERVE AS MEMBER OF
Design Review Board
(Limited to Three Consecutive Four-Year Terms)

NAME: DONALD C. BLAYNEY

STREET ADDRESS: [REDACTED]

CITY/STATE/ZIP CODE: SAN RAFAEL CAL. 94901

RESIDENT OF THE CITY OF SAN RAFAEL FOR 27 YEARS

PRESENT POSITION: OWNER

NAME OF FIRM: DONALD C. BLAYNEY & ASSOCIATES

BUSINESS ADDRESS: [REDACTED]

*HOME & BUSINESS PHONE: [REDACTED]

*E-MAIL ADDRESS: [REDACTED]

EDUCATION: BACHELOR SCIENCE DESIGN DEGREE
KALIFORNIA POLYTECHNIC STATE
UNIVERSITY - SAN LUIS OBISPO

PARTICIPATION IN THE FOLLOWING CIVIC ACTIVITIES: SEE ATTACHED

MEMBER OF FOLLOWING CIVIC ORGANIZATIONS: SEE ATTACHED

MY REASONS FOR WANTING TO SERVE ARE: SEE ATTACHED

DESCRIBE POSSIBLE AREAS IN WHICH YOU MAY HAVE A CONFLICT OF INTEREST WITH THE CITY: NONE

DATE: 1/24/19

SIGNATURE: [Signature]

Filing Deadline:
Date: Wednesday, February 13, 2019
Time: 5:00 p.m.

Mail or deliver to: City of San Rafael, Dept. of City Clerk
City Hall, 1400 Fifth Avenue, Room 209
P.O. Box 151560, San Rafael, CA 94915

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

Civic and Community Activities / Organizations

For your review and consideration I am applying for a position to the City of San Rafael Design Review Board. I feel that I will bring a wealth of experience and knowledge to the Board. The following is a brief summary of my qualifications and involvement with the City of San Rafael and its public agencies.

Special Qualification

1. **Currently Alternate Member of the Design Review Board from January 2016 to present.**
2. I am a practicing registered Landscape Architect (LA#3370) with over 42 years of Design and Planning experience and collaboration experience with various city agencies.
3. I have a small Landscape Architect and Planning firm located here in San Rafael.
4. I have lived in or in close proximity to San Rafael since 1980, permanent residency since 1994.
5. I have presented projects to the San Rafael Design Review, Planning Commission and the City Council numerous times as part of the project management of projects located here in San Rafael.
6. I have an excellent understanding of the City's process and dealing with the City Agencies.
7. Member of the United States Landscape Architects Technical Committee.
8. Member of the American Society of Landscape Architects

Civic Activities

9. Appointed Member - City of San Rafael Design Review Board – 2016 to Present.
10. Member of the Andersen Drive Vision Committee and the Landscape Architect charged with the visual design of Andersen Drive and the Albert Park Palm Promenade.
11. Member of the North San Rafael Promenade Charette.
12. Member of the North San Rafael Vision In Action (VIA) Committee.
13. Member of the San Rafael 2020 General Plan Update Committee, -Quality of Community Life Task Group.
14. I Chaired the Design Committee for the Falkirk Cultural Center Master Plan.
15. Graduate of the San Rafael Citizen Police Academy, 2000.
16. Appointed member of the Canalfront Advisory Committee.

Community Activities

17. Member of the San Rafael City School District Technology Committee, 2005 to 2009.
18. Member of the Glenwood Elementary School Foundation 1999 to 2009, Chairmen 2006 to 2009.
19. Vice President of the Peacock Gap HOA 1994 to 2003.
20. Architectural review chairman Peacock Gap HOA, 1994 to 2006.
21. Past President of the Peacock Point HOA, 2005 and current vice president, 2008 to present.
22. Prepared plans and Specification and coordinated the DSA submittal for the Glenwood Elementary School Shade Structure.
23. Prepared Master Plan for the Davidson Middle School Sports Fields and various on site plazas.
24. Prepared New Entry planting plan and 8th grade plaza for Davidson Middle School.

As you can see from Civic and Community involvement above I feel I will bring a wealth of experience to the Design Review Board and with my tenure of volunteerism for our City and participating in and chairing committees I feel that I am qualified for this position, and willing to serve my community.

My reasons for Serving

My willingness to give back to my community and a desirer to help determine the direction of our City, a strong desirer to help better our community and to protect and preserve the City of Rafael as we move forward.

I very much look forward to joining the team.

Profile

Question applies to Board of Library Trustees, Design Review Board

Board of Library Trustees Filing Deadlines:

The deadline for filing applications is Tuesday, February 26, 2019, at 5:00 p.m. in the City Clerk's Office.

Design Review Board Filing Deadlines:

The deadline for filing applications is February 13, 2019, at 5:00 p.m. in the City Clerk's Office.

Matthew

First Name

S

Middle Initial

Covall

Last Name

Which Boards would you like to apply for?

Design Review Board: Submitted

[REDACTED]
Email Address

[REDACTED]
Street Address

Suite or Apt

San Rafael

City

CA

State

94901

Postal Code

Are you a resident of San Rafael

Yes No

3

Resident of the City of San Rafael for how many years?

Home: [REDACTED]

Primary Phone

Home:

Alternate Phone

Pfau Long Architecture

Employer

Sr. Project Manager

Job Title

Business Address

98 Jack London Ally, San Francisco, CA 94107

Interests & Experiences

Do you participate in any civic activities?

This past year I've started to attend public outreach meetings and hearings to better participate in my community, such as the Third Street Corridor Rehabilitation Project and General Plan meetings that occurred this past fall. As someone that spends the weekends enjoying all the outdoor amenities available here in Marin, I make an effort to participate in events like the recent coastal clean-up at the Jean & John Starkweather Shoreline park with my wife and dog.

List any civic organizations of which you are a member:

In past years I have focused on organizations in San Francisco, such as SPUR (San Francisco Bay Area Planning and Urban Research Association), as well as the AIA, San Francisco Chapter. I have also participated in events and collaborations with SF Made, a non-profit organization focused on the local design and urban manufacturing industry ... it all starts with the little guys. I see the opportunity to participate on the Design Review Board as a way to merge my professional and civil interests locally. I'm excited to be an engaged member of the community.

Education:

Bachelor of Architecture, California Polytechnic University of California, San Luis Obispo; Registered Architect in California, 2012. C33973; LEED Accredited Professional, 2009

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

I recently attended community out-reach meetings on the General Plan 2040 Community Workshop and the Third Street Corridor Rehabilitation Project, which have inspired me to take a more active role in my community. Serving on the DRB would allow me to utilize my professional skillset, to contribute to the San Rafael community in a meaningful way. As a licensed Architect with over a decade of experience, I bring knowledge and expertise in a wide range of project types, large and small. Navigating complex projects through entitlements and permit with different agencies throughout the Bay Area, I have a solid understanding of the planning process and planning codes, necessary to evaluate how a project's bulk, massing, and siting may apply to a project's zoning, neighborhood context and the city's General Plan. I care about how our community is shaped. Born and raised in Fairfax, I am a Marin County native, with a deep passion and understanding of this area. Starting my career in architecture here in San Rafael, I moved back as a home owner in the Gerstle Park neighborhood 3 years ago with my wife and dog. While reviewing the resources on the City website, I came across the DRB vacancy on the city's website which was just the thing I was looking for to get involved. I am excited about an opportunity to represent the community, providing recommendations for our city leaders.

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

I cannot think of any potential conflicts, as it has been several years since I last worked on a project in the city of San Rafael. However, If I were to work on a project in the city's jurisdiction which required to go through the Design Review Process, I would have to excuse myself for an alternate board member.

[Covall Resume_San_Rafael_DRB.pdf](#)

Upload a Resume

Question applies to Design Review Board, Park and Recreation Commission, Planning Commission

NOTE: All Design Review Board, Planning Commission and Park & Recreation Commission members are required to file Fair Political Practices Commission Conflict of Interest Statements, which are open to public review.

[Resolution # 12129]

MATT COVALL, ARCHITECT, LEED AP

Sr. Project Manager At Pfau Long Architecture



Contact Info:



Registration:

Registered Architect in California, 2012, (C33973)
LEED Accredited Professional

Experience:

10 years professional experience in architecture

2019-2013: Pfau Long Architecture, San Francisco, CA
Project Manager / Project Architect

2010 - 2013: STUDIOS Architecture, San Francisco, CA
Associate

2009 - 2010: Scott Couture Architecture, San Anselmo,
CA Junior Architect

2008: Kappe+Du Architects, San Rafael, CA,
Intern

Education:

Bachelor of Architecture, California Polytechnic University,
San Luis Obispo, June 2009

Architecture and Design, Denmark's Institute for Study
Abroad, Copenhagen, DK, 2007-2008

References:

Dwight Long, Principal
Pfau Long Architecture, (415) 908-6408

Kevin Hinrichs, Principal
Taylor Design, (415) 992-4455

David Sabalvaro, Principal
Studios Architecture, (415) 398-7575

Ron Kappe, Principal
Kappe Architects, (415) 457-7801

As a licensed architect and Project Manager with over a decade of experience, Matt brings knowledge and expertise in a wide range of project types including commercial, educational, healthcare and single family residential.

Carrying projects from concept through completion, Matt is not only knowledgeable in the technical needs of large-scale projects but is adept at achieving design and vision for all types of projects, budgets and schedule constraints.

Matt's experience working on entitlements with different agencies throughout the Bay Area, provides him with a solid understanding of the planning process and insight into how he can bring leadership and direction to the board. He brings a thorough understanding of planning codes, necessary to evaluate how a project's bulk, massing, and siting may apply to a project's zoning, neighborhood context and the city's General Plan.

Born and raised in Fairfax, Matt is a Marin County native with a deep passion and understanding of this area. He started his career in San Rafael working for Kappe Architects on D Street and as recently moved back as a resident and home owner in the Gerstle Park neighborhood. He is excited about an opportunity to be involved and represent the community, providing leadership and direction for our city.

selected experience

single-family residential:

experinece in the following jurisdictions:

San Rafael, San Francisco, Oakland, Santa Cruz, Marin County, Ventura County.

educational:

The Urban School of San Francisco, Academic and Athletics Bldg.; San Francisco, CA
Viewpoint School Master Plan; Calabasas, CA

UC Merced Social Science and Management Building; Merced, CA *

commerical:

1201 Bryant Street; San Francisco, CA

270 Brannan Street; San Francisco, CA

Golden State Warriors Office Towers; San Francisco, CA: Design team

Samsung Research Center; Mountain View, CA

healthcare:

San Mateo Medical Center, Administration and Link Buildings, San Mateo, CA

UCSF Child, Teen and Family Center for Department of Psychology; San Francisco, CA

Profile

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Design Review Board Filing Deadlines:

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April _____ J. _____ Philips _____
First Name Middle Initial Last Name

Which Boards would you like to apply for?

Design Review Board: Submitted

[Redacted] _____
Email Address

[Redacted] _____ Suite or Apt _____
Street Address

San Rafael _____ CA _____ 94903 _____
City State Postal Code

Are you a resident of San Rafael

Yes No

16 years _____
Resident of the City of San Rafael for how many years?

Business: [Redacted] _____ Mobile: [Redacted] _____
Primary Phone Alternate Phone

April Philips Design Works, Inc. _____ President, Design Principal & CEO _____
Employer Job Title

Business Address

[Redacted] San Rafael, CA 94901

Interests & Experiences

Do you participate in any civic activities?

I am a member of the Green Business Committee for San Rafael Chamber of Commerce which includes our office participation in the Adopt a Freeway off ramp cleaning. I am a Climate Reality Leader and host a monthly environmental leadership think tank gathering for green minded organization and youth leaders. I am also a mentor on sustainability issues and climate positive solutions to students and young professionals. I also donate my time in helping to develop edible gardens for schools and organizations such as the YMCA.

List any civic organizations of which you are a member:

San Rafael Chamber of Commerce, San Francisco Planning & Urban Research Institute, The Urban Land Institute, Trustee of the Northern California Chapter or the American Society of Landscape Architects. Environmental Forum of Marin. Bay Area Chapter of the Climate Reality Leadership Corps. Citizens Climate Lobby. USGBC Northern California Chapter.

Education:

Bachelor of Landscape Architecture, Louisiana Sate University

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

I am a passionate champion of the built environment and an advocate for healthy, resilient communities both professionally and personally. As a member of the community and a business owner in downtown San Rafael, serving on the board would provide me the opportunity to offer guidance to those seeking to shape the development direction for the City of San Rafael and its inhabitants. As a landscape architect I have observed that we often overlook the design outside the building box. I look forward to the opportunity in assisting the Design Review Board in finding the best solutions for the entire proposed design submittal.

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

At the present time I have no conflict as a landscape architect with any project within the city limits of San Rafael. All my interests in San Rafael have been on a volunteer basis as a community servant. If anything was to ever come before the board that may cause conflict, I would simply recuse myself.

[Resume_April_Philips_3pgs.pdf](#)

Upload a Resume

Question applies to Design Review Board, Park and Recreation Commission, Planning Commission

NOTE: All Design Review Board, Planning Commission and Park & Recreation Commission members are required to file Fair Political Practices Commission Conflict of Interest Statements, which are open to public review.

[Resolution # 12129]

APRIL PHILIPS, FASLA, PLA, BFL

Principal & CEO April Philips Design Works, Landscape Architect, Author, Artist



Moonlighting Artist

Education :

Bachelor of Landscape Architecture,
Louisiana State University, 1979
Bay Friendly Qualified Landscape
Professional (BFL)
Founder of SITES - a rating system
for Sustainable Sites
Climate Reality Leadership Corps

Professional Affiliations:

Climate Reality Project

Trustee of the Northern California
Chapter of ASLA

Founder of Sustainable Design and
Development Professional Practice
Network

California Chamber of Commerce

San Rafael Chamber of Commerce &
Green Business Committee

The Urban Land Institute (ULI)

San Francisco Planning & Urban
Research (SPUR)

Organization of Women Architects &
Design Professionals (OWA)

USGBC Northern California

Environmental Forum of Marin

Citizen's Climate Lobby (CCL)

License Information:

CA License # 4487

TX License # 1019

Professional Background

April Philips is a designer and landscape architect with more than 30 years of experience who brings exceptional skills in physical design and site planning to a broad range of projects throughout the United States and Pacific Rim. Her extensive background includes design coordination with multidisciplinary design teams for both public and private sector clients, working to integrate the clients' needs and the sites' unique characteristics into creative and successful built environments. Also, as an artist she is dedicated to creating environments that are artful, appropriate to the site and program, and ecologically sound. April's passion is for the integration of sustainable practices at all scales of development: local, regional, and global. Project sustainable ratings achieved include LEED, Green Point Rated, Bay Friendly and SITES. April has most recently been inducted as a Climate Reality Leader in Al Gore's Climate Reality Leadership Corps.

She is the author of *Designing Urban Agriculture: The Complete Guide to the Planning, Design, Construction, Maintenance and Management of Edible Landscapes* published by Wiley Books in June 2013. April's design work focuses on a fusion of nature, art, and technology with deep roots in sustainability and a regenerative landscape ideology. Her recent studio work investigates the intersection of food, design and ecology in urban landscapes. April cultivates a year round edible garden and is a passionate local food system advocate.

Sustainable Landscape Expertise + Integrated Ecological Design + Urban Agriculture

April Philips, APDW's founder, has been a leader and advocate for the development of sustainable landscapes over the past decade. As a founder of the Sustainable Design and Development PPN, April has been instrumental through her work with the American Society of Landscape Architects, (ASLA) in the development of the Sustainable Sites Initiative (SITES), a new rating system that will eventually fold into LEED. The metrics aim to enable landscapes to support natural ecological functions by protecting existing ecological systems and regenerating ecological capacity where it has been lost. Through a sustainable lens, one that balances ecology, social issues, and economic viability, elements will be addressed such as: storm water management and water quality, soil health and biology, carbon neutral design, celebration of nature as relaxation and transformation of the human spirit, and development of best management practices that revitalize the degraded environment. She has won numerous professional awards throughout her career. April is a juror and guest lecturer at U.C. Berkeley and has been an Instructor in the Landscape Architecture Program at U.C. Berkeley Extension for Graphics and Illustration. She is a licensed Landscape Architect in the states of California and Texas. Currently April lectures nationally to promote the Sustainable Sites Initiative and urban agriculture.

Role & Responsibilities

As Principal In Charge, April provides the leadership for all the firm's projects, working closely with her staff and clients. She is responsible for ensuring that the creativity, the product and the management of the projects are completed with high standards and quality. April is committed to every project in a direct, hands-on manner. With her expertise, she is able to provide the benefits of a larger firm with the close involvement, accessibility and flexibility of a small firm. She is also able to produce innovative products in intensive time frame commitments due to the holistic training of her staff. Because of her passion for sustainable design and her artistic vision, she is instrumental in developing the complex matrix of systems that forms the basic underlying framework for all of the firm's work.



APRIL PHILIPS, FASLA, RLA, BFL
Principal, CEO



Selected Lectures and Awards:

ASLA National Conference 2018, Philadelphia: SITES® Materials Credits for Project Life Cycle: Deconstruction, Reuse, Specification, and Maintenance

ASLA Northern California 2018 Merit Award for Alameda Point Site A Masterplan: Bridging the Past and the Future

Tom Tom Founders Summits 2018, Innovations in Urban Agriculture

GreenBuild 2017 Boston: "SITES V2 Materials Credits from Specification to Reuse" - two case studies

America Adapts Podcast, Episode 52, interviews at the ASLA Conference "Landscape Architects Adapt to Climate Change" 2017

ASLA National Conference 2017, Los Angeles: Climate Adaptation through Landscape Architecture

ASLA National Conference 2017, Los Angeles: SITES Water Cycle Management and Resiliency In the Face of Climate Change

Stories from the Design Studio: Louisiana State University Design Lecture Series 2016

ASLA National Conference 2016, New Orleans: Stories from the Field: Designing Urban Agriculture to Reshape the City

ASLA Northern California 2016 Merit Award for Mission YMCA Edible Garden

38 Dolores SITES Pilot Project: SF Public Works presentation with Micah Silvey, GBCI, February 3, 2016

Food Stories - Designer as Change Agent, University Washington at Pullman, February 16, 2016

Introduction to SITES rating system and 38 Dolores SITES Pilot Project: Presentation to National Parks Service, GGNRA & Parks Conservancy regarding potential adoption of SITES into NPS design process for resource management, January 26, 2016

Designers are the Explorers of the Intersection of Culture, Nature and Technology, University of Texas at Arlington, April 2015.

ASLA Northern California 2015 Honor Award for "Designing Urban Agriculture"

ASLA Northern California 2015 Merit Award for VF Outdoor Campus 2015

SITES Fundamentals Webinar #8: Making a Real Impact with your SITES Project, December 12, 2014

Golden Nugget Awards 2014: Grand Prize "Best Mixed-Use Project" and merit Award "Residential Project of the Year" for 9th Avenue

Urban Agriculture and the Form of the City, Boston, MA: Harvard University Graduate School of Design Executive Education Program, Instructor June 19-20 2014.

Water Conservation by Design, City of Dublin, CA: Systemic Solutions to Big Water Savings - from Conservation to Regeneration, February 18, 2014





Tri City Urban Agriculture Virtual Charette and Webinar for Living Futures, Cascadia Branch Collaborative via Anchorage, Vancouver, Seattle, Portland and San Francisco with Joel Carben and Daron "Farmer D" Joffe.

Cities Alive Conference, Panel Moderator for On the Roof session: Emerging Trends in Urban Agriculture, Oct. 2013 with Keith Agoada, Ben Flanner, Mark Winterer, and Francesca Vietor.

Designing Urban Agriculture: various lectures at SPUR, Seattle ASLA, Oregon ASLA, LAND8 webinar (international audience), and book signings 2013 and 2014



Urban Agriculture, ASLA-Northern California Lecture Series San Francisco, May 2012

The Food City - Urban agriculture takes root!, ASLA, National Conference, San Diego, CA September 2011

Edible Landscapes - Growing roots in the Urban Realm, ASLA Washington DC, October 2010



FLASLA Conference, July 2009 keynote speaker - The Sustainable Sites Initiative

Green Living Fair, Serramonte Center with Sustainable San Mateo, Green Tips for Green Landscapes, July 2009

Green + Bold: Creating a Vision of the Future for the Bay Area – Design San Francisco 2009 annual conference – Keynote panel moderated by Eric Corey Freed

University of California at Berkeley, 2008 - Sustainable Sites, Climate Change & LEED



ASLA National Conference 2007, San Francisco, "Bay Area LEED™ & Sustainable Projects" – a mobile Workshop

Landscape Architecture Days, University of Colorado, Fort Collins, 2007, "Sustainable Sites – The Green Revolution"

ULI Developing Green Conference, Seattle, 2006 "Sustainability Entering the Main Stream"

SPUR, 2006, "The Sustainable Sites Initiative"

University of California at Berkeley, 2006 – "Public Parks and Civic spaces – Union Square"

Key note speaker, ASLA Louisiana Chapter Conference, New Orleans, 2006, "K + R: Regenerating So. Louisiana – Designing for Integrated Systems"

ASLA National Conference 2006, Minneapolis, "The Sustainable Sites Initiative"

Interrorbang Design Lecture Series, San Diego, 2006, "Why Sustainability Matters"

ASLA 2005 National Conference, "The Sites Initiative" & LEED™ FORUM

AIA Potomac Award 2004 for Aspect Communications

ASLA Northern California Merit Award 2003 for Aspect Communications

USGBC Conference & Expo, 2003 "Site Paradigms"

ASLA National Merit Award 2001 for Union Square, San Francisco CA

USGBC International Conference & Expo, 2002 Austin, TX: "Sustainable Sites and LEED™"



Profile

Question applies to Board of Library Trustees, Design Review Board

Board of Library Trustees Filing Deadlines:

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Design Review Board Filing Deadlines:

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Sarah _____ Rege _____
First Name Middle Initial Last Name

Which Boards would you like to apply for?

Design Review Board: Submitted

Email Address

Street Address Suite or Apt

San Rafael _____ CA _____ 94903
City State Postal Code

Are you a resident of San Rafael

Yes No

5+ _____
Resident of the City of San Rafael for how many years?

Home: _____ Home: _____
Primary Phone Alternate Phone

Perkins+Will _____ Sr. Project Manager, Associate
Employer Principal
Job Title

Business Address

2 Bryant, Suite 300, San Francisco CA 94150

Interests & Experiences

Do you participate in any civic activities?

Dixie school district related activities for Vallecito Elementary

List any civic organizations of which you are a member:

None

Education:

University of Southern California, Bachelor of Architecture

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

I'm interested in becoming more directly involved in the evolution of the local built environment and how it can continue to grow and support this amazing community. San Rafael is so unique and has many important works of architecture, large and small, that have thoughtfully established a unique, highly desirable character for the City.

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

As a practicing Architect, projects being built or considered in San Rafael could be a conflict, however there are none currently.

[SarahRege_Re%CC%81sume%CC%81.pdf](#)

Upload a Resume

Question applies to Design Review Board, Park and Recreation Commission, Planning Commission

NOTE: All Design Review Board, Planning Commission and Park & Recreation Commission members are required to file Fair Political Practices Commission Conflict of Interest Statements, which are open to public review.

[Resolution # 12129]

LICENSES & CERTIFICATIONS

Architect, California, License No. C31065
Architect, Colorado, License No. 400844
LEED AP BD+C, Green Business Certification Inc. (GBCI)
WELL AP, Green Business Certification Inc. (GBCI)
NCARB Certificate, No. 63449

EXPERIENCE**PERKINS+WILL** SAN FRANCISCO, CA

ASSOCIATE PRINCIPAL, CORPORATE CIVIC & COMMERCIAL MARKET LEADER, SENIOR PROJECT MANAGER

April 2013 to Present

Active client engagement, market leadership and management of multiple large and small projects.

Project types: Commercial office, high-rise multi-family, workplace interiors and early childhood education.

Selected projects: Project Manager for the San Francisco Airport's Consolidated Administration Campus (CAC) building, 140,000 SF, office and new workplace interior project that is net zero-energy (site ZEB) capable and pursuing LEED Gold.

Confidential Client: Portfolio Project Manager for Commercial projects (avg. \$55M/yr.) inc. workplace interiors (5,000–50,000 SF), campus enhancements, new build additions and support buildings. Project Manager for the Child Care Center, a 56,000 SF 500 child facility designed as a net zero-energy (site ZEB) and pursuing LEED Platinum. Project Manager for the Employee Center, a 70,000 SF campus amenity building certified LEED Gold and pursuing WELL Building Gold certification. Project Manager and Project Architect for an Office Building, a 255,000 SF, high-rise commercial office building with a naturally ventilated atrium certified LEED Gold.

RNL DENVER, CO; LOS ANGELES, CA

SENIOR ASSOCIATE, PROJECT ARCHITECT, SUSTAINABLE DESIGN COORDINATOR (SDC)

August 2005 to March 2013

Internal leadership which included piloting the Green Team (a group focused on sustainable initiatives), creating a LEED AP+ opt in and continuing education program and acting as the Intern Coordinator/NCARB IDP Supervisor for the Architecture Studio.

Project types: High-rise commercial office, high-rise multi-family, adaptive reuse and library.

Selected projects: Project Architect, SDC and LEED Project Administrator for 1800 Larimer, a 22-story, LEED Platinum, commercial office tower. Responsibilities included design and construction drawings from conceptual design through contract documents, construction administration, sustainable design strategies/implementation and documentation/coordination of the LEED CS precertification and certification submissions.

SDC and LEED Project Administrator for Spire, a 735,000 SF, 496 unit, LEED Certified multi-family high-rise.

PLESKOW RAEL ARCHITECTURE(S) MARINA DEL REY, CA

SENIOR DESIGNER/PROJECT MANAGER

October 2004 to August 2005

Project types: Custom single-family residential and commercial office including a 500,000 SF high-rise tenant improvement for the City of Los Angeles, Depart. of Public Works.

PICA+SULLIVAN ARCHITECTS LTD. LOS ANGELES, CA

DESIGNER/JOB CAPTAIN

September 1998 to September 2004

Project types: Master plans and specialized facilities for private, K-12 schools.

EDUCATION**UNIVERSITY OF SOUTHERN CALIFORNIA** LOS ANGELES, CA

BACHELOR OF ARCHITECTURE (BARCH), MAY 1998

ACTIVITIES & AWARDS

Most Valuable Player (MVP), Confidential Client, 2015
Mentor of the Year 2012, AIA Colorado
"Fiets Kazemat" Competition 2006, First Place Winner, AIA Colorado Young Architects Forum

INTERESTS

Running (completed LA & CIM Marathons), Volleyball, Ancient Greek Philosophy and Wine Tasting

List any civic organizations of which you are a member:

Library Next Door - Wildfire Abatement Homeless Housing Coalition

Education:

UCBX - Interior Architecture 2018 Certificate IFMA - FM Credential 2014 COM- AS, Applied Accounting
2008 University of Hawaii, Manoa, Archeology, 1976

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

Protect Marin Natural Resources Protect & provide for homeless in Marin

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

Vita Planning & Landscape Architecture 181 Third St, San Rafael Family Business

Upload a Resume

Question applies to Design Review Board, Park and Recreation Commission, Planning Commission

NOTE: All Design Review Board, Planning Commission and Park & Recreation Commission members are required to file Fair Political Practices Commission Conflict of Interest Statements, which are open to public review.

[Resolution # 12129]

[REDACTED]
San Rafael, CA 94901
[REDACTED]
[REDACTED]

Pamela Vita

SKILLS

AUTOCAD, REVIT, SKETCHUP, EXCEL, WORD, POWERPOINT, GOOGLE DOCS, OFFICE, INDESIGN, SALES, REVENUE MODELING, AUTOMATION IMPLEMENTATION, FACILITY MANAGEMENT

EXPERIENCE

Organic Facility Management, San Anselmo, CA – Principal

January 2014- PRESENT

- Design and build outs for reconfigurations of existing facilities
- Downsizing, Housing asset management, Homeless Housing & ADU's

United Airlines, Honolulu, New York, San Francisco, Oakland Reservations, Sales, Service Director, Facility Coordinator.

April 1977-January 2014

- Accomplishments: Most conversions in Automation sales nationwide (81-99)
- Secured alliances for MileagePlus with UA International softball events
- Managed diversions during a pilot walk out Oakland 2000-2001

Morgan Stanley, San Francisco – *Financial Services Intern* 12/99-5/00

EDUCATION

University of California, Berkeley, Extension

Interior Architecture, Graduation, December 2018

College of Marin, Kentfield, CA, AS – Applied Accounting Jul 2006-May 2008

University of Hawaii, Manoa, HI, BA – Archaeology, 1972-1976

PROJECTS: Bassett Bungalow Conversion, Forrest Knolls, CA, Interiors in Revit
Villa Vannucci, Healdsburg, CA, bedroom design & materials

AWARDS - IFMA, 2014, Credential in Facility Management, Silver Safety UA, SFO, 2013

14.25.070 Design Review Board.

A. Purpose and Authority. The Design Review 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 and on other design matters, including minor physical improvements, referred to the Board by the Planning Director, Planning Commission, or City Council.

B. Membership of the Design Review Board. The Design Review 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;
5. All board members shall reside in the City of San Rafael; and
6. 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.

C. 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.

D. Term of Office. The term of office for each Design Review Board member shall be four (4) years. Of the members of the Board first appointed, one shall be appointed for the term of one year; one for the term of two (2) years; one for the term of three (3) years; and two (2) for the term of four (4) years. The term of office for the alternate board member shall be four (4) years concurrent with the term of the chairperson.

E. Removal or Vacancy of Membership. Any member of the Board or the alternate member can be removed at any time by a majority vote by the City Council. A vacancy shall be filled in the same manner as the original appointment. The person appointed to fill a vacancy shall serve for the remainder of the unexpired term.

F. Meetings. At least one regular Design Review Board meeting shall be held each month on a date selected by the Board, unless there is no business to conduct.

G. Quorum. Three (3) of the members of the Board, either regular members or two (2) regular members and the alternate board member, shall be required to constitute a quorum for the transaction of the business of the Board and the affirmation vote of a majority of those present is required to take any action.

H. Compensation of the Design Review Board. All members of the Board shall serve as such without compensation.

I. The Design Review Board may adopt, and amend as necessary, Rules of Order to ensure efficient and responsive Board meetings. (Ord. 1838 § 53, 2005; Ord. 1794 § 2, 2003; Ord. 1625 § 1 (part), 1992).

In the Council Chambers of the City of San Rafael, Monday, February 4, 2019



**Regular Meeting
San Rafael City Council**

Minutes

[How to Participate in Your City Council Meeting](#)

Present: Mayor Phillips
Vice-Mayor McCullough
Councilmember Bushey
Councilmember Colin
Councilmember Gamblin

Absent: None

Also Present: City Manager Jim Schutz
Assistant City Attorney Lisa Goldfien
City Clerk Lindsay Lara

OPEN SESSION - COUNCIL CHAMBERS, CITY HALL - 5:30 PM

1. Mayor Phillips announced Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM, CITY HALL - 5:30 PM

2. Closed Session:
 - a. Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9(b) & (d)(2)
Significant exposure to litigation (5 cases)
 - b. Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9(b) & (d)(4))
Potential Initiation of Litigation (One Case)
 - c. Conference with Legal Counsel – Existing Litigation
Government Code Section 54956.9(b) & (d)(1)
Name of case: Valley Baptist Church v. City of San Rafael, Marin Superior Court No. 1703328

[Assistant City Attorney Lisa Goldfien announced that no reportable action was taken in Closed Session.](#)

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

None.

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz reported on the Wildfire Prevention and Protection Action Plan and informed the City Council that staff is working to respond to questions posed at the January 22, 2019 City Council meeting and are preparing cost estimates for the 37 objectives and identifying possible funding sources. He announced an upcoming community meeting on Monday, February 11, 2019 in the Council Chambers at 7:00 p.m.

Mr. Schutz reported on the Permanent Transit Center, stating the Golden Gate Bridge Highway & Transportation District (GGBHTD) was leading the environmental process and had received 200 comments on the Notice of Preparation. They would develop a scoping report to summarize the comments and the responses to the comments. GGBHTD will conduct a screening process prior to the draft Environmental Impact Report process to determine if they would recommend screening out any of the proposed alternatives. Mr. Schutz indicated there will be an opportunity for public input prior to the screening process in late Spring or early Summer.

Mr. Schutz announced the biennial Resident Satisfaction Survey and informed the City Council and public they would be receiving notifications by phone, email and text message to participate in the survey.

CONSENT CALENDAR:

4. Consent Calendar Items:

Councilmember Bushey moved and Councilmember McCullough seconded to approve Consent Calendar Items:

- a. **Board of Library Trustees Vacancies
Call for Applications to Fill Three Four-Year Terms to the End of April 2023, and One Unexpired Alternate Four-Year Term to the End of April 2021 on the San Rafael Board of Library Trustees Due to the Expiration of Terms Melanie Cantarutti, Doug Van Gessel and Josh Libresco, and the Resignation of Scott Harrop (CC)**
[Board of Library Trustees Vacancy](#)

Approved staff recommendation

- b. **Network Support Services
Resolution Authorizing the City Manager to Execute a Professional Services Agreement with MarinIT, Inc. for Network Support Services in an Amount Not to Exceed \$169,000 (DS)**
[Network Support Services](#)

RESOLUTION 14631 - RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MARINIT, INC. FOR NETWORK SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$169,000

- c. **Resolution of Appreciation to Tim Gilbert
Resolution of Appreciation to Tim Gilbert for Fifteen Years of Service on the Bicycle and Pedestrian Advisory Committee (PW)**
[Tim Gilbert Appreciation](#)

RESOLUTION 14632 - RESOLUTION OF APPRECIATION TO TIM GILBERT FOR FIFTEEN YEARS OF SERVICE ON THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

SPECIAL PRESENTATION:

5. Special Presentation:

- a. **Presentation of Resolution of Appreciation to Tim Gilbert for Fifteen Years of Service on the Bicycle and Pedestrian Advisory Committee**

[Mayor Phillips presented the Resolution of Appreciation to Tim Gilbert](#)

[Tim Gilbert](#)

PUBLIC HEARING:

6. Public Hearing:

- a. **Southern Heights Bridge Replacement Project Resolutions Related to the Approval of the Southern Heights Bridge Replacement Project, City Project No. 11282 (PW):**

- 1) **Resolution Adopting a Mitigated Negative Declaration and Approving a Mitigation Monitoring and Reporting Program**
- 2) **Resolution Approving and Authorizing the City Manager to Execute a Second Amendment to the Agreement with Mark Thomas and Company, Inc. for Additional Final Design and Right of Way Services, in an Additional Contract Amount Not to Exceed \$132,777**
- 3) **Resolution Adopting the Plans and Specifications for the Southern Heights Bridge Replacement Project, and Authorizing the City Clerk to Call for Bids Upon Receipt of Caltrans Authorization**

[Southern Heights Bridge Replacement](#)

[Kevin McGowan, Assistant Director of Public Works, commented on the item and introduced Hunter Young, Senior Civil Engineer, who presented the staff report](#)

[Hunter Young](#)

[Edward Heming, LSA Associates](#)

[Hunter Young](#)

[Kevin McGowan](#)

[Hunter Young](#)

[Councilmember Colin / Hunter Young / Kevin McGowan](#)

Councilmember Bushey / Hunter Young

Councilmember Bushey / Hunter Young

Councilmember McCullough / Hunter Young

Kevin McGowan

Mayor Phillips

Mayor Phillips declared the public hearing opened

Steve Gomez

Aleze Leland

Don Dagla

There being no further comment from the audience, Mayor Phillips closed the public hearing

Kevin McGowan

Mayor Phillips / Hunter Young

Mayor Phillips

Councilmember Colin moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14633 - RESOLUTION ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Councilmember Colin moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14634 - RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH MARK THOMAS AND COMPANY, INC. FOR ADDITIONAL FINAL DESIGN AND RIGHT OF WAY SERVICES, IN AN ADDITIONAL CONTRACT AMOUNT NOT TO EXCEED \$132,777

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Councilmember Colin moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14635 - RESOLUTION ADOPTING THE PLANS AND SPECIFICATIONS FOR THE SOUTHERN HEIGHTS BRIDGE REPLACEMENT PROJECT, AND AUTHORIZING THE CITY CLERK TO CALL FOR BIDS UPON RECEIPT OF CALTRANS AUTHORIZATION

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

OTHER AGENDA ITEMS:

7. Other Agenda Items:

**a. Renter Protections
Provide Feedback on Draft Renter Protection Policies (CM)
[Renter Protections](#)**

[City Manager Jim Schutz](#)

[Andrew Hening, Director of Homeless Planning and Outreach](#)

[Mayor Phillips](#)

[Councilmember Gamblin / Mayor Phillips](#)

[Councilmember Gamblin / Andrew Hening](#)

[Councilmember Colin / Lisa Goldfien, Assistant City Attorney](#)

[Councilmember Bushey / Andrew Hening / Jim Schutz](#)

[Councilmember McCullough](#)

[Mayor Phillips](#)

[Andrew Hening](#)

[Mayor Phillips / Andrew Hening](#)

[Mayor Phillips opened the public comment period](#)

[Cynthia Long](#)

[Tom Gable, Marin Organizing Committee](#)

[Member of the public](#)

[Susie Orita](#)

[Lynn Simon](#)

[Sammy Mericole, Marin Environmental Housing Collaborative and Marin Organizing Committee](#)

[Peter Mendoza](#)

Billy Defrain

Scott Gerber

Joe Friedman

Abraham, Fair Housing Advocates

David Levin, Legal Aid of Marin

Rollie Katz

Steve Sax

Lisa Doering, Showing Up for Racial Justice

Alex

Romeo Arrieta, Marin Association of Realtors

Omar Carrera, Canal Alliance Executive Director

Dave Coury

Victor Kunin

Bill Carney, Sustainable San Rafael

Heswina Peresteran

Douglas Mundo

John Reynolds

There being no further comment from the audience, Mayor Phillips closed the public comment period

Mayor Phillips / Andrew Hening

Assistant City Attorney Lisa Goldfien

Mayor Phillips / Andrew Hening

Mayor Phillips / Andrew Hening

Councilmember Colin

Councilmember Bushey

Councilmember Gamblin

Councilmember McCullough

Mayor Phillips

Councilmember Bushey moved and Councilmember McCullough seconded to accept the report and provide direction to staff

Accepted report and provided direction to staff

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

8. Councilmember Reports: None.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: None.

ADJOURNMENT:

Mayor Phillips adjourned the City Council meeting at 10:15 p.m. in honor, recognition and appreciation of Mary O'Brien.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor



In the Council Chambers of the City of San Rafael, Tuesday, February 19, 2019

**Regular Meeting
San Rafael City Council**

Minutes

[How to participate in your City Council meeting](#)

Present: Mayor Phillips
Vice-Mayor McCullough
Councilmember Bushey

Absent: Councilmember Colin
Councilmember Gamblin

Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL

1. None.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL

2. Closed Session: - None.

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

None.

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz reported on the Wildfire Prevention and Protection Plan and announced a staff report tentatively scheduled for the March 18, 2019 City Council meeting.

Mr. Schutz reported that the Mandatory Mediation and Just Cause Eviction subcommittee would be meeting in the next week and stated the item would be brought back to the City Council as soon as possible.

Mayor Phillips

OTHER AGENDA ITEMS:

6. Other Agenda Items:

a. Detachment Request and Proposed Tax Sharing Agreement with Town of Ross for 400 Upper Toyon Drive Presentation of Proposed Tax Sharing Agreement with Town of Ross (CA)
[400 Upper Toyon](#)

Mayor Phillips

City Attorney Robert Epstein

Mayor Phillips invited public comment; however, there was none

Councilmember McCullough moved and Councilmember Bushey seconded to continue item 6.a to a future City Council meeting

Continued Item 6.a to a future City Council meeting

AYES: Councilmembers: Bushey, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: Colin & Gamblin

CONSENT CALENDAR:

4. Consent Calendar Items:

Councilmember Bushey moved and Councilmember McCullough seconded to approve Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of City Council / Successor Agency Regular and Special Meetings of Tuesday, January 22, 2019 (CC)
[Regular Minutes 2019-01-22](#)
[Special Minutes 2019-01-22](#)

Approved as submitted
- b. **Conflict of Interest Code**
Resolution Repealing Resolution 14566, Re-Adopting the Fair Political Practices Commission Model Conflict of Interest Code as the City's Conflict of Interest Code, and Adopting a Revised List of Designated Employee Positions and Disclosure Categories, to be Incorporated into the City's Conflict of Interest Code (CC)
[Conflict of Interest Code](#)

RESOLUTION 14636 - RESOLUTION REPEALING RESOLUTION 14566, RE-ADOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AS THE CITY'S CONFLICT OF INTEREST CODE, AND ADOPTING A REVISED LIST OF DESIGNATED EMPLOYEE POSITIONS AND DISCLOSURE CATEGORIES, TO BE INCORPORATED INTO THE CITY'S CONFLICT OF INTEREST CODE
- c. **Server Administration Support Services**
Resolution Authorizing the City Manager to Execute a Professional Services Agreement with INsite Networks, Inc. for Server Administration Support Services, in an Amount Not to Exceed \$160,000 (Digital)
[Server Administration Support Services](#)

RESOLUTION 14637 - RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INSITE NETWORKS, INC. FOR SERVER ADMINISTRATION SUPPORT SERVICES, IN AN AMOUNT NOT TO EXCEED \$160,000
- d. **Canine Ares Retirement**
Resolution of Appreciation to Canine Ares, Retiring After 6 Years of Service (PD)

[Canine Ares Recognition](#)

RESOLUTION 14638 - RESOLUTION OF APPRECIATION TO CANINE ARES, RETIRING AFTER 6 YEARS OF SERVICE

- e. **Grand Avenue Pathway Connector Project**
Request for Approval of Project Changes to Address Unforeseen Conditions Discovered During Construction of the Grand Avenue Pathway Connector Project Requiring Additional Engineering Services and the Elevation of the Pedestrian Path (PW):
- 1) Resolution Authorizing an Additional Contingency Amount of \$130,000 for the Grand Avenue Pathway Connector Project Using \$78,725 in Federal Funds and Authorizing the Use of \$48,275 in Traffic Mitigation Funds Toward this Project
 - 2) Resolution Approving and Authorizing the City Manager to Execute a Fifth Amendment to the Agreement with Siegfried Engineering, Inc. for Additional Construction Support Services Associated with the Grand Avenue Pathway Connector Project, In the Amount of \$30,000, to be Funded by Traffic Mitigation Funds, for a Total Contract Not-to-Exceed Amount of \$378,737

[Grand Avenue Pathway Connector Project](#)

RESOLUTION 14639 - RESOLUTION AUTHORIZING AN ADDITIONAL CONTINGENCY AMOUNT OF \$130,000 FOR THE GRAND AVENUE PATHWAY CONNECTOR PROJECT USING \$78,725 IN FEDERAL FUNDS AND AUTHORIZING THE USE OF \$48,275 IN TRAFFIC MITIGATION FUNDS TOWARD THIS PROJECT

RESOLUTION 14640 - RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIFTH AMENDMENT TO THE AGREEMENT WITH SIEGFRIED ENGINEERING, INC. FOR ADDITIONAL CONSTRUCTION SUPPORT SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$30,000, TO BE FUNDED BY TRAFFIC MITIGATION FUNDS, FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$378,737

AYES: Councilmembers: Bushey, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: Colin & Gamblin

SPECIAL PRESENTATION:

5. **Special Presentation:**
- a. **Retirement Ceremony Celebrating the Retirement of Canine Ares (PD)**

[Mayor Phillips](#)

[Police Chief Diana Bishop presented the Resolution of Appreciation to Canine Ares](#)

[After a short recess the City Council Meeting resumed.](#)

- b. **Presentation of Northgate Mall Pop-up Library Collaborative Project (Lib)**

Henry Bankhead, Interim Library Director, provided a presentation and introduced Jamie Poirier, Circulation Supervisor and Bonny White, Deputy County Librarian with Marin County Free Library

Jaime Poirier, Circulation Supervisor

Bonny White, Deputy County Librarian with Marin County Free Library

Mayor Phillips / Henry Bankhead

Mayor Phillips

Mayor Phillips invited public comment; however, there was none

Bonny White

Mayor Phillips

OTHER AGENDA ITEMS:

6. Other Agenda Items:

**b. Short-term Rentals
Informational Report on Short-Term Rental Approaches, Regulations, Best Practices and Options (CD)**
[Short-term Rentals](#)

City Manager Jim Schutz introduced recently hired Ethan Guy, Professional Analyst, who would assist Paul Jensen in the presentation of the staff report

Paul Jensen, Community Development Director, presented the staff report along with Ethan Guy

Ethan Guy

Mayor Phillips

Councilmember McCullough / Ethan Guy

Mayor Phillips / Paul Jensen

Mayor Phillips / Paul Jensen

Mayor Phillips / Paul Jensen / Ethan Guy

Mayor Phillips invited public comment

Kelly London

Charlie Comella

Sean Turheyden

Linda Kruger

Jennifer

Member of the public

Mayor Phillips closed the public comment period

Mayor Phillips / Paul Jensen

Mayor Phillips / Paul Jensen

Councilmember McCullough

Councilmember Bushey

Mayor Phillips

Mayor Phillips / Paul Jensen

Paul Jensen

Mayor Phillips

Councilmember Bushey

Mayor Phillips

Councilmember McCullough moved and Councilmember Bushey seconded to accept the report and provide direction to staff

Accepted report and provided direction to staff

AYES: Councilmembers: Bushey, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: Colin & Gamblin

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

7. Councilmember Reports: None.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: None.

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 8:23 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor

In the City Manager's Conference Room of the City of San Rafael, Tuesday, February 19, 2019



Special Meeting

San Rafael City Council

Minutes

Present: Mayor Phillips
Vice-Mayor McCullough
Councilmember Bushey

Absent: Councilmember Colin
Councilmember Gamblin

Also Present: City Manager Jim Schutz
City Clerk Lindsay Lara
Fire Chief Chris Gray

- 1. Fire Commission Interviews**
Interview Applicants and Consider Appointment to Fill One Four-Year Term to the End of February 2023 on the San Rafael Fire Commission Due to the Expiration of Term of Lawrence 'Larry' Luckham (CC)
[Fire Commission Interviews](#)

The City Council interviewed the following applicants: Kingston Cole, Elias Hill and Lawrence 'Larry' Luckham.

Councilmember McCullough moved and Councilmember Bushey seconded to approve the reappointment of Lawrence 'Larry' Luckham to the San Rafael Fire Commission to the end of February 2023.

AYES: Councilmembers: Bushey, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: Colin & Gamblin

ADJOURNMENT:

Mayor Phillips adjourned the meeting.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor

Item 4.b

Citizen of the Year 2019

The Staff Report and Resolution of Appreciation will
be provided on March 5, 2019



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Dave Starnes, Police Captain

City Manager Approval: _____

TOPIC: MIGRATION FROM VIEWU TO AXON BODY-WORN CAMERAS

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND AXON ENTERPRISE, INC. FOR EQUIPMENT AND SERVICES TO MIGRATE FROM VIEWU TO AXON BODY- WORN CAMERAS

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute an agreement with Axon Enterprise, Inc. for equipment and services to migrate from Viewu to Axon body-worn cameras in an amount not to exceed \$89,703.

BACKGROUND:

In April 2018, [the City Council authorized the City Manager to execute a five-year agreement between the City of San Rafael and Viewu, LLC.](#), for equipment and services to upgrade and supply the San Rafael Police Department's body-worn cameras. The goal for the 2018 purchase was for the Police Department to continue to provide a tool for offering institutional transparency, encouraging professional conduct, and offering additional evidence both in completing a crime report and in investigating complaints of police misconduct. Body-worn cameras are for the benefit of all parties, including protecting officers from false allegations. The use of video technology is becoming increasingly important to police work and communities who both seek better accountability and transparency.

ANALYSIS:

On May 4, 2018, after the Police Department entered into the agreement with Viewu, the company was sold to another technology company called Axon Enterprise, Inc. (Axon). Currently, Axon deploys its body-worn cameras to over 1,500 police agencies across the United States.

Shortly after Axon's acquisition of Viewu, Police Department staff entered into discussions with Axon about the future of the department's body-worn camera program. The goal of the discussions was for the department to have the most sustainable program in place for years to come, in addition to having access to the newest technology as it becomes available. Staff has

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

determined that the best way to achieve these goals would be for the Police Department to transition to the Axon network of products.

The additional features that the Police Department would receive with this migration include:

- Each user will have access to Evidence.com, a cloud-based digital evidence management system that allows police departments to manage, review, and share digital evidence, particularly video evidence captured by the body-worn camera.
- Evidence.com includes an automated redaction tool, audit trails for chain of custody purposes, and functionality to share evidence with prosecutors at the Marin County District Attorney's Office. This functionality will save significant time and resources.
- An upgraded unlimited cloud-based storage plan allowing for cameras to record in High Definition resolution.

The Police Department proposes to transition from the Viewu LE5 model body-worn camera (currently used by officers) to the new Axon 2 body-worn camera, along with all the supporting hardware needed for functionality. The transition of all body-worn cameras will provide the police department with the ability to provide all personnel assigned to uniformed field patrol with an individual device and have a surplus to maintain operational capability when units need service, repair, or for events that require officers not normally assigned in a uniform capacity to deploy into the field. The cameras will be cycled out and replaced at 30 months without charge, per the terms of the proposed agreement.

The proposed agreement with Axon would replace the existing Viewu agreement and would begin on April 6, 2019 and end on April 6, 2024.

When staff conducted research to upgrade the body-worn camera system for the department, the quote from Axon for this same upgraded package was \$363,204 for the five-year agreement. As part of the proposed agreement, Axon will credit the Police Department \$273,501 for the unused funds that would have been used on the original agreement with Viewu, resulting in a net cost of \$89,703.

Therefore, staff recommends entering into a five-year agreement with Axon (Attachment 2), which includes the procurement of 75 Axon 2 body cameras and ancillary equipment, maintenance, support, a refresh of equipment at 30 months, 75 basic licenses, accompanying web-based software application with unlimited HD storage for all Axon devices, and 900 gigabytes (GB) of additional included storage in Evidence.com for non-Axon data.

FISCAL IMPACT:

The purchase of 75 Axon 2 body-worn cameras, ancillary equipment such as charging docks, and software subscription for the five-year contract will be \$363,204. Axon will credit the Police Department \$273,501 for the unused funds. The total cost for the new agreement with Axon is \$89,703.

List Amount	\$363,204
Prior Contract Credit	\$273,501
Total	\$89,703

The City of San Rafael is not obligated to pay the funds owed until the fourth year of the new agreement with Axon. The City of San Rafael has the option of paying the contract in any increments over the life of the contract with no additional fees. The Police Department proposes

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

paying 20% of the bill, or \$17,940, each year of the agreement for the next five years. The police department will use existing budgeted funds in account #613 to cover the cost of the contract.

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute an agreement with Axon Enterprise, Inc. for equipment and services to migrate from VIEVU to Axon body-worn cameras in an amount not to exceed \$89,703.

ATTACHMENTS:

1. Resolution
2. Exhibit A to Resolution: Axon Services Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR AGREEMENT WITH AXON ENTERPRISE, INC. FOR EQUIPMENT AND SERVICES TO MIGRATE FROM VIEWU TO AXON BODY WORN-CAMERAS IN AN AMOUNT NOT TO EXCEED \$89,703.

WHEREAS, on April 6, 2018, the City of San Rafael entered into a five-year service agreement to purchase body-worn camera equipment and services from Viewu, LLC. (Viewu), a subsidiary of Safariland, for use by the San Rafael Police Department; and

WHEREAS, on May 4, 2018, after the San Rafael Police Department entered into this agreement, Safariland exited the body-worn camera industry and sold Viewu to Axon Enterprise, Inc. (Axon); and

WHEREAS, after the acquisition of Viewu by Axon, the San Rafael Police Department met with Axon representatives to transition from the Viewu model LE5 body-worn camera to the new Axon 2 body-worn camera for the sustainability of the program in that:

- Viewu model LE5 body-worn cameras were manufactured by Viewu, which is no longer in the body-worn camera business;
- Axon 2 body-worn cameras are the latest model manufactured by Axon;
- The San Rafael Police Department will receive an upgraded and unlimited cloud-based storage plan, allowing cameras to record in HD resolution at no additional cost;
- Every user of the Axon 2 camera will have access to Evidence.com, which is a cloud-based digital evidence management system that allows police departments to manage, review, and share digital evidence, particularly video evidence captured by the body-worn camera; and

WHEREAS, Axon will credit the San Rafael Police Department \$273,501; and

WHEREAS, the purchase of 75 Axon 2 body-worn cameras, ancillary equipment, and software subscription, and a refresh of equipment at 30 months will cost \$89,703 after applying the credit;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby authorizes the City Manager to execute a five-year agreement between the City of San Rafael and Axon, in the form attached hereto as Exhibit A and incorporated herein by reference, 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 San Rafael City Council held on Monday the 4th day of March, 2019 by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

LINDSAY LARA, City Clerk



AXON

San Rafael Police Dept. - CA

AXON SALES REPRESENTATIVE

Brian Moutinho

9168062275

bmoutinho@axon.com

ISSUED

2/18/2019



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-198111-43514.759BM

Issued: 02/18/2019

Quote Expiration: 03/10/2019

Account Number: 193540

Start Date: 04/06/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Brian Moutinho
 Phone: 9168062275
 Email: bmoutinho@axon.com
 Fax:

PRIMARY CONTACT

Diana Bishop
 Phone: (415) 485-3009
 Email: 563@srp.org

SHIP TO

Diana Bishop
 San Rafael Police Dept. - CA
 1400 5th Avenue
 San Rafael, CA 94901
 US

BILL TO

San Rafael Police Dept. - CA
 P. O. Box 151580
 San Rafael, CA 94915
 US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	13	336.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	75	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	468.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	75	240.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	75	288.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	75	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	75	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	75	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	75	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	13	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	13	1,495.00	0.00	0.00
Services					
85144	AXON STARTER	1	2,750.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services (Continued)					
85146	AXON 1-DAY SERVICE	1	2,000.00	0.00	0.00
				Subtotal	0.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	0.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	13	336.00	0.00	0.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	75	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	5	468.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	75	240.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	75	288.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	13	336.00	0.00	0.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	75	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	5	468.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	75	240.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	75	288.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	13	336.00	0.00	0.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	75	180.00	180.00	13,500.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	5	468.00	488.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	75	240.00	57.60	4,320.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	75	288.00	161.26	12,094.50
				Subtotal	32,254.50
				Estimated Tax	388.80
				Total	32,643.30

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	13	336.00	0.00	0.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	75	180.00	180.00	13,500.00
85110	EVIDENCE.COM INCLUDED STORAGE	750	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	75	240.00	240.00	18,000.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	75	288.00	288.00	21,600.00
				Subtotal	55,440.00
				Estimated Tax	1,620.00
				Total	57,080.00
Grand Total					89,703.30

Discounts (USD)

Quote Expiration: 03/10/2019

List Amount	361,196.00
Discounts	273,501.50
Total	87,694.50

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	0.00
Spares	0.00
Year 2	0.00
Year 3	0.00
Year 4	32,643.30
Year 5	57,060.00
Grand Total	89,703.30

Notes

The parties agree that the customer's existing Viewu Solution contract will be cancelled and consumed upon signature of this quote. Upon cancellation, this quote will reflect all future invoicing between Axon and the Customer. Customer is entitled to a credit for pre-paid and unused services based on the start date of this new agreement. This credit has been applied to this quote in the form of a discount in the amount of \$194,256 and is based on a execution date of this contract of 3/10/2019. If this quote is executed after 3/10/2019, this credit is subject to change and the agency may receive a invoice from Axon for the difference in timing of service.

Axon's estimated timeline for shipment of hardware is 6-8 weeks from the date of signature.

Upon delivery and deployment of Axon body cameras, customer agrees to remove Viewu hardware from circulation. Customer agrees to either certify the cameras will be removed from circulation or return all Viewu hardware to Axon.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Brian Moutinho at bmoutinho@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-198111-43514.759BM

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Axon Enterprise, Inc. All rights reserved.

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and San Rafael Police Department ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 2 **Definitions.**

"Axon Evidence" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"Products" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.
- 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.
- 5 **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Warranty.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted

energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

7.3 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.3.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.

8 Product Warnings. See www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

10 Insurance. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

11 Indemnification. Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of

negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.

- 12** **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.
- 13** **IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

- 14** **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

15 **Termination.**

- 15.1** **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 15.2** **By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.
- 15.3** **Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

- 16 Confidentiality.** “**Confidential Information**” means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party’s Confidential Information. Unless required by law, neither Party will disclose the other Party’s Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 17 General.**
- 17.1 Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon’s control, Axon may delay or terminate the delivery with reasonable notice.
- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties’ reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party’s prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference



Master Services and Purchasing Agreement

to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

17.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 contracts@axon.com	Agency: Attn: Street Address City, State, Zip Email
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17.12 Entire Agreement. This Agreement, including the Appendices, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

San Rafael Police Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an

end user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 8 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9 **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11 **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1. The Termination provisions of this Agreement apply; or
 - 11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 12 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.
- 13 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may

not attempt to:

- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.
17. **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Professional Services Appendix

- 1 Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

System set up and configuration (Remote Support)

- Setup Axon Mobile on smart phones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.
- 4 Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy,

completeness, and consistency of all data, materials, and information supplied by Agency.

- 7** **Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 8** **Acceptance.** When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.
- 9** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. (“TAP Term”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote (“Spare Products”). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon’s warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“OSP Term”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts (“Body-Worn Upgrade”). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.
 - 5.1. **TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon’s option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.
 - 5.2. **OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency’s choice.

- 6 TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

- 7 Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.

- 8 Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- 8.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
- 8.2.** Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.
- 8.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal SidearmEvidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Public Works Director

City Manager Approval: _____

DPW File No. 01.25.21

TOPIC: FY 2018-19 LOCAL TRANSPORTATION SALES TAX MEASURES A & B ALLOCATION

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO FUNDING AGREEMENT A-FY18-14 BETWEEN THE TRANSPORTATION AUTHORITY OF MARIN AND THE CITY OF SAN RAFAEL, THEREBY AUTHORIZING THE ALLOCATION OF \$646,674 IN LOCAL MEASURE A FUNDING FOR FY 2018-2019

RECOMMENDATION: Adopt the resolution approving the funding agreement.

BACKGROUND: The [Marin County Transportation Sales Tax Expenditure Plan](#) (Measure A) is a 20-year ½-cent sales tax, which was passed in 2004 and has an eventual sunset date of 2025. Countywide, Measure A currently raises over \$25 million dollars each year for local transportation projects and programs. [Measure B](#) was passed in 2010, which increased the state Vehicle Registration Fee (VRF) by \$10 to fund transportation improvements. Measure B generates approximately \$2 million annually countywide. Both Measure A and Measure B are administered by the [Transportation Authority of Marin](#) (TAM) which distributes the portion of revenues reserved for Local Streets and Roads to Marin County jurisdictions based on a population formula.

On November 6, 2018, after unanimous approval by the 11 Cities and Towns and the County of Marin, Marin voters approved Measure AA, the renewal of the ½-cent transportation sales tax and the new [2018 Expenditure Plan](#). The approved measure will now extend the existing transportation sales tax 24 years beyond the current expiration date of 2025.

Local Streets and Roads (Measure A Strategy 3.2 and Measure B Element 1.1) revenues must be utilized exclusively for transportation maintenance and improvements to local streets and pathways, which may include bicycle and pedestrian pathways. Since the adoption of Measure A in 2004, the City has received \$7 million to date towards improvements of local streets and roads in San Rafael--an average of \$550,000 on an annual basis. The City has received \$930,000 to date towards Local Streets and Roads Improvements from Measure B. It is important to note that the City receives other major revenues from Measure A and B to support transportation projects in San Rafael, such as separate

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

funds from Major Roads, like the [Third Street Rehabilitation project](#). However, those funds are handled separately from the annual allocation of funds for Local Streets and Roads.

Historical Annual Allocations from Measure A and B for San Rafael are as follows:

Year	Measure A 3.2 Allocation for Local Streets and Roads	Measure B Element 1.1 for Local Streets and Roads
FY 2005-06	\$29,581	
FY 2006-07	\$438,312	
FY 2007-08	\$533,660	
FY 2008-09	\$503,904	
FY 2009-10	\$487,732	
FY 2010-11	\$414,048	
FY 2011-12	\$424,353	
FY 2012-13	\$488,738	
FY 2013-14	\$522,334	\$438,315
FY 2014-15	\$670,822	
FY 2015-16	\$595,725	
FY 2016-17	\$634,750	\$492,110
FY 2017-18	\$678,233	
FY 2018-19	\$646,674	
Total to Date	\$7,068,866	\$930,425

ANALYSIS: Each year, in order to accept its Measure A and B revenue allocation, the City must complete an Allocation Request Form through the Transportation Authority of Marin and execute an annual Funding Agreement. For FY 2018-19 the mechanism is an amendment to Funding Agreement A-FY18-14 approved on [June 4, 2018](#).

Historically, the City has elected to utilize its Measure A and B funding to support and expand the City's Street Resurfacing program. The FY 2018-19 funds of \$646,674 will continue with funding the resurfacing program this year.

Local roads to be resurfaced are selected based on their Pavement Condition Index (PCI), which is a rating based on the last time the street was overlaid and the physical condition of the roadway. Roads with the highest need, PCI rating of 60 or lower, are selected for that year's resurfacing. Resurfacing includes a grind of the existing roadway and overlay of new asphalt. Some streets will be microsealed as well – which can extend the life of the resurfacing. The installation of ADA ramps may be included, depending upon the extent of the resurfacing work done on the road. Resurfacing of an entire road will trigger replacement of non-accessible curb ramps, however deep lift asphalt concrete pavement repairs will leave existing curb ramps in place.

A preliminary list of roads to be resurfaced was provided to TAM in August to generate the funding agreement. The Street Resurfacing project is currently in the design phase, and therefore the final list of roads has not been identified. The final list of roads to be resurfacing will be brought to the Council with the award of construction – which is estimated to be in April/May 2019. Construction will take place in spring/summer 2019.

In order to obtain release of the allocation of \$646,674, the San Rafael City Council must approve Amendment No. 1 to TAM Funding Agreement A-FY18-14 (Attachment 2).

FISCAL IMPACT: This action provides \$646,674 in Measure A funds, to be used for the FY 2018-19 Street Resurfacing project described above. The remaining balance for the total resurfacing project will be funded through the City's Gas Tax Fund (#206).

It is important to note that the availability of these local Measure A funds enables the City to utilize the revenues from the State Gas Tax resources for other right-of-way projects identified in the City's [Capital Improvement Program](#).

OPTIONS:

1. Adopt the resolution approving Amendment No. 1 to TAM Funding Agreement A-FY18-14 (Attachment 2).
2. Do not approve the funding agreement and direct staff to make changes to the planned usages for FY 2018-19 Measure A funding.

RECOMMENDED ACTION: Adopt the resolution approving the funding agreement.

ATTACHMENTS:

1. Resolution
2. Amendment No. 1 to TAM-City Funding Agreement A-FY18-14 (unsigned)
3. TAM-City Funding Agreement A-FY18-14 (signed)

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO
FUNDING AGREEMENT A-FY18-14 BETWEEN THE TRANSPORTATION
AUTHORITY OF MARIN AND THE CITY OF SAN RAFAEL, THEREBY
AUTHORIZING THE ALLOCATION OF \$646,674 IN LOCAL MEASURE A
FUNDING FOR FY 2018-2019**

WHEREAS, the Transportation Sales Tax (Measure A) is a 20-year ½-cent sales tax, which began in 2005 and has a recently renewed sunset date of 2050; and

WHEREAS, annually a Funding Agreement between the City of San Rafael and the Transportation Authority of Marin (TAM) which distributes Measure A Funding must be approved by the City Council of San Rafael in the amount of funding to be received and utilized in that fiscal year; and

WHEREAS, TAM has requested that the City approve Amendment No. 1 to Funding Agreement A-FY18-14 in order to release San Rafael's FY 2018-2019 Measure A allocation of \$646,674; and

WHEREAS, the City intends to utilize the entire \$646,674 FY 2018-19 Measure A allocation towards the FY 2018-19 Streets Resurfacing Project which will go to construction in spring 2019; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES that the City Council hereby approves and authorizes the City Manager to execute Amendment No. 1 to Funding Agreement A-FY18-14 between TAM and the City of San Rafael, authorizing the allocation to San Rafael of \$646,674 in Measure A funds, in a form to be approved 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 said City on the 4th day of March 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

File No.: 01.25.21

**AMENDMENT NO. 1 TO FUNDING AGREEMENT A-FY18-14
BY AND BETWEEN
THE TRANSPORTATION AUTHORITY OF MARIN
AND THE CITY OF SAN RAFAEL**

THIS AMENDMENT NO. 1 to Funding Agreement A-FY18-14 is made and entered into this _____ day of _____ 201__, by and between the Transportation Authority of Marin, hereinafter referred to as “TAM,” and the City of San Rafael, hereinafter referred to as “RECIPIENT.”

RECITALS:

WHEREAS, TAM and the RECIPIENT entered into Funding Agreement A-FY-18-14 (“AGREEMENT”) for allocation of Transportation Sales Tax (Measure A) funds from Strategy 3.2 of the Measure A Strategic Plan to complete work on projects identified as Local Infrastructure for All Modes in the Measure A Expenditure Plan; and

WHEREAS, Section 3 of AGREEMENT obligated RECIPIENT to complete work in accordance to the RECIPIENT’s Measure A Sales Tax Program Allocation Request Form; and

WHEREAS, Section 4 to AGREEMENT stipulated the maximum cost to TAM for services to be provided by the RECIPIENT shall not exceed \$678,233; and

WHEREAS, TAM and RECIPIENT desire to amend AGREEMENT to augment the scope of work and increase the maximum cost to TAM by \$646,674 to complete work identified in EXHIBIT E; and

NOW, THEREFORE, The parties agree to amend AGREEMENT as set forth below.

AGREEMENT:

- A. The parties shall perform under this Amendment upon the same terms and conditions as the AGREEMENT except as amended herein below.
- B. Section 3 of AGREEMENT is hereby amended to read, as follows:

SECTION 3. PROJECT DEFINITION AND SCOPE

This AGREEMENT, approved through TAM Resolutions 2017-07 and 2018-07, in accordance with the requirements of TAM’s Measure A Expenditure Plan and Strategic Plan, is made for the funding of the following projects (“Projects”) identified in the RECIPIENT’s Measure A Sales Tax Program Allocation Request Forms (Attached):

Local Infrastructure for All Modes

Additional information on project scope is included in the Measure A Sales Tax Program Allocation Request Forms.

C. Section 4 of AGREEMENT is hereby amended to read, as follows:

SECTION 4. GRANT

TAM hereby grants to the RECIPIENT the sum of \$678,233 as designated in TAM Resolution No. 2017-07, approved June 22, 2017, and \$646,674 as designated in TAM Resolution No. 2018-07, approved June 28, 2018, which are included in this AGREEMENT by reference.

D. Section 34 of AGREEMENT is hereby amended to read, as follows:

SECTION 34. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

1. EXHIBIT A: Conditions on Sub-Strategy 3.2
2. EXHIBIT B: FY 17/18 Allocation Request Form
3. EXHIBIT C: Project Report (Sample Format)
4. EXHIBIT D: TAM Board Resolution 2017-07
5. EXHIBIT E: FY 18/19 Allocation Request Form
6. EXHIBIT F: TAM Board Resolution 2018-07

IN WITNESS WHEREOF, The parties have executed this Amendment No. 1 on the date first above written.

CITY OF SAN RAFAEL:

TRANSPORTATION AUTHORITY OF MARIN:

By: _____
Authorized Signature

By: _____
Dianne Steinhauser, Executive Director

Name (Print)

Title

Approved as to form (optional):

By: _____
Attorney, City of San Rafael

Name (Print)

Exhibit E

**Transportation Authority of Marin
Measure A – Transportation Sales Tax Funds**

Allocation Request Form

Fiscal Year of Allocation: 2018/19

Expenditure Plan: Local Roads and Related Infrastructures (Strategy 3.2 of Measure A)

Project Name: Street Resurfacing 18/19

Implementing Agency: City of San Rafael Department of Public Works

Scope of Work:

Street Resurfacing 18/19:

Each year, the City identifies 2-3 miles of local roads that are in critical need of resurfacing. Local roads to be resurfaced are selected based on their Pavement Condition Index (PCI), which is a rating based on the last time the street was overlaid and the physical condition of the roadway. Roads with the highest need, PCI rating of 60 or lower, are selected for that year's resurfacing.

Resurfacing includes a grind of the existing roadway and overlay of new asphalt. Some streets will be micro sealed as well – which can extend the life of the resurfacing. The installation of ADA ramps may be included, depending upon the extent of the resurfacing work done on the road. Resurfacing of an entire road will trigger replacement of non-accessible curb ramps, however deep lift asphalt concrete pavement repairs will leave existing curb ramps in place.

The exact roadways which will be resurfaced in FY 2018-19 have not yet been finalized, however the preliminary list is included below:

Street Name	Beginning Location	Ending Location
California Ave	Fifth Street	Windsor Avenue
Hoag Avenue	Francisco Blvd. East	Canal Street
Windsor Avenue	Chestnut Avenue	California Avenue
Mirada Avenue	Las Flores Avenue	Corrillo Drive
El Prado Avenue	Merrydale Road	Corrillo Drive
Marinita Avenue	Belle Avenue	Jewell Street
Hazel Court	Irwin Street	End
Holly Drive	Hyacinth Way	Las Pavadas Avenue
Las Ovejas Avenue	Del Ganado Road	End
Corrillo Drive	El Prado Avenue	End
Las Flores Avenue	El Prado Avenue	Corrillo Drive
Broadview Court	Broadview Drive	End
Broadview Drive	Jewell Street	End
Canal Street	Sonoma Street	End

Bellam Boulevard EB	I 580	Kerner Boulevard
Bellam Boulevard WB	I 580	Kerner Boulevard
Belle Avenue	Grand Avenue	Grand Avenue
St. Francis Lane	Palm Avenue	End

Cost of Scope: Street Resurfacing 18/19: \$646,674

Measure A Available Amount: \$646,674

Total Requested Amount: \$646,674

Other Funding: The remaining \$1,013,326 (\$1,660,000 - \$646,674) for FY 2018-19 Street Resurfacing will be financed with State Gas Tax monies.

Cash flow Availability (leave blank):

Project Delivery Schedule (include start & completion milestones):

Street Resurfacing 18/19: Summer 2019

Start Design: August 2018

Complete Design: January 2019

Start Bid: February 2019

Complete Bid: March 2019

Start Construction: May 2019

End Construction: August 2019

Environmental Clearance: Categorically exempt.

TAM RESOLUTION NO. 2018-07

RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN FOR THE ALLOCATION OF \$3,267,611 IN TRANSPORTATION SALES TAX (MEASURE A), STRATEGY 3.2, FUNDS TO BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, ROSS, SAN ANSELMO, SAN RAFAEL, SAUSALITO, TIBURON, AND MARIN COUNTY

WHEREAS, The voters of Marin County approved the authorization of Measure A at the General Election held on November 2, 2004, thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax (Transportation Sales Tax or TST); and

WHEREAS, The tax proceeds will be used to pay for the programs and projects outlined in TAM's Expenditure Plan; and

WHEREAS, TAM has developed a Strategic Plan to provide guidance on implementing the Expenditure Plan; and

WHEREAS, The Strategic Plan programs TST funds over a 20-year period to the four strategies listed in the Expenditure Plan, including Strategy 3.2, Local Infrastructure for all Modes; and

WHEREAS, TST funds for Strategy 3.2, Local Infrastructure for all Modes, are programmed under the Strategic Plan to Marin County and the cities or towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon for infrastructure improvement projects that are prioritized by the respective Public Works Directors; and

WHEREAS, TST funds for Strategy 3.2 can be used for street and road projects, local transit projects, and bicycle and pedestrian projects.

WHEREAS, Infrastructure improvement projects funded with TST funds for Strategy 3.2 will be approved by the County's and Cities' governing boards at public meetings, and

WHEREAS, The project sponsors are requesting funds from Strategy 3.2 that have been accumulated for FY 18/19; and

WHEREAS, These allocations are consistent with the 2018 TST Strategic Plan Update; and

WHEREAS, There are sufficient funds in the Strategy 3.2 line-item of the TAM's approved FY 18/19 budget to cover the proposed action; and

WHEREAS, After reviewing the request in coordination with project sponsors, TAM staff recommended allocating \$3,267,611 in TST funds as requested; now, therefore, be it

RESOLVED, That the Transportation Authority of Marin hereby allocates a total of \$3,267,611 in TST funds for eligible projects under Strategy 3.2 for FY 18/19 in the following distributions: \$32,427 for the City of Belvedere, \$116,658 for the Town of Corte Madera, \$91,360 for the Town of Fairfax, \$131,746 for the City of Larkspur, \$186,480 for the City of Mill Valley, \$597,496 for the City of Novato, \$33,611 for the Town of Ross, \$112,487 for the Town of San Anselmo, \$646,674 for the City of San Rafael, \$92,468 for the City of Sausalito, \$114,275 for the Town of Tiburon, and \$1,111,930 for the County of Marin; and be it further

RESOLVED, That the Transportation Authority of Marin finds the allocations of these funds to be in conformance with the priorities and funding levels established in the TST Expenditure Plan and the 2018 TST Strategic Plan Update; and be it further

RESOLVED, That the Transportation Authority of Marin hereby authorizes the actual expenditure (cash reimbursement) of funds for these activities to take place subject to the Fiscal Year Cash Flow Distribution Schedule detailed in the attached Allocation Request Forms; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the Executive Director shall impose such terms and conditions as are necessary for the project sponsors to comply with applicable law and adopted Authority policies and execute Funding Agreements with the respective project sponsors to that effect; and be it further


RESOLVED, That as a condition of this authorization for expenditure, the referenced project sponsors shall provide the Authority with any other information it may request regarding the use of the funds hereby authorized.

PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 28th day of June 2018, by the following vote:


AYES: Commissioners: Andrews, Arnold, Campbell, Colbert, Colin, Connolly, Fredericks, Hillmer, Kuhl, Lucan, Moulton-Peters, Reed, Rice, Rodoni, Sears

NOES: Commissioners: None

ABSENT: Commissioners:


Stephanie Moulton-Peters, Chair
Transportation Authority of Marin

ATTEST:


Dianne Steinhauser
Executive Director

TAM AGREEMENT A-FY18-14
FUNDING AGREEMENT
BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
CITY OF SAN RAFAEL

This AGREEMENT is made this 8th day of June, 2018, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM", a local public agency, and the City of San Rafael, hereinafter referred to as "RECIPIENT", a local public agency.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure A, thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transportation sales tax (TST) to fund transportation-related projects and programs in Marin County.
2. The proceeds will be used to pay for the programs and projects outlined in the Measure A Expenditure Plan and further guided by the Measure A Strategic Plan.
3. According to the Measure A Expenditure Plan, local streets and roads funds are provided to local cities, towns, and Marin County (local agencies) to be used for any local transportation need, including streets and roads projects, local transit projects, bicycle pedestrian projects and other transportation uses.
4. Each project will be required to consider the needs of all roadway users and, where feasible, locally defined bicycle and pedestrian projects will be implemented at the time a roadway is improved.
5. Local priorities would be determined by each local agency's Public Works Director with approval of their governing board in a public meeting.
6. For FY 17/18, additional reserve Measure A funds were made available to supplement the annual allocation of local streets and roads funds.
7. The Expenditure Plan authorized TAM to set aside reserve funds of up to 10% of the annual receipts from the tax for contingencies to ensure that the projects included in this Strategic Plan are implemented on schedule.
8. The TAM Board established a 5% reserve when the Strategic Plan was initially adopted, which was targeted at approximately \$3.5 million.
9. The Measure A Program has accumulated approximately \$5.382 million in reserve funds, which is \$1.882 million more than the requisite amount of \$3.5 million; and
10. The excess reserve funds of approximately \$1.882 million were programmed to three of four strategies in the Strategic Plan in same proportional percentage prescribed in the Expenditure Plan.
11. Strategy 2 was excluded from the programming of reserve funds because the project for Strategy 2 is complete and the maximum amount of Measure A funds, established by the TAM Board, have already been allocated.

12. Strategy 3.2, Local Streets and Roads, was programmed \$269,502 of the \$1.882 million in excess reserve funds; and

13. The reserve funds in the amount of \$269,502 were distributed to local agencies based on population and lane miles, which is the same distribution factor used to distribute Measure A Local Streets and Roads funds.

14. The TAM Board approved the programming and authorization to allocate these Measure A reserve funds on December 1, 2016.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between TAM and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and TAM policies and conditions (EXHIBIT A). This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. PROJECT DEFINITION AND SCOPE

This AGREEMENT, approved through Resolution 2017-07 of TAM, in accordance with the requirements of TAM's Measure A Expenditure Plan and Strategic Plan, is made for the following purposes identified in the RECIPIENT's Measure A Allocation Request Form (EXHIBIT B):

Local Infrastructure for All Modes

Additional information on project scope is included in the Measure A Allocation Request Form.

SECTION 4. GRANT

TAM hereby grants to the RECIPIENT the sum of \$678,233.00 as designated in Resolution No. 2017-07 (EXHIBIT D), approved June 22, 2017, which is included in this AGREEMENT by reference.

SECTION 5. COST ELIGIBILITY

Cost eligibility shall be determined by TAM's Expenditure Plan and Strategic Plan policies. Funds may be used for any local transportation need identified by the RECIPIENT's Public Works Director, including streets and roads projects, local transit projects, bicycle pedestrian projects and other transportation uses, as approved by the RECIPIENT's governing board. Where feasible, locally defined bicycle and pedestrian projects will be implemented in conjunction with a related roadway improvement. This could include safety improvements, pedestrian facilities including disabled access, or bicycle facilities such as bike lanes or signage.

SECTION 6. BUDGET AND SCOPE

RECIPIENT shall maintain a project or program budget. RECIPIENT shall carry out the project and shall incur obligations against and make disbursements of the grant in conformity with TAM's requirements and the budget.

SECTION 7. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with TAM's resolution allocating the grant unless otherwise agreed upon in writing.

SECTION 8. PROJECT OVERSIGHT

RECIPIENT shall cooperate with TAM's project management team and shall provide any requested project information.

SECTION 9. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of the TAM's role shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure A Funds and TAM (e.g., TAM and RECIPIENT's logos – "Your Measure A Dollars at Work"). For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and Measure A Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure A reimbursements for project expenses.

SECTION 10. PRESS RELEASES

RECIPIENT shall notify TAM in advance of any press releases about project and program activities, particularly groundbreaking and ribbon cuttings, in connection to grant funds expended from this AGREEMENT.

SECTION 11. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 12. ENVIRONMENTAL COMPLIANCE

RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements and reports, and memoranda of agreement) and comply with any conditions imposed as a part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in this AGREEMENT by reference. Recipient shall be responsible for obtaining all necessary environmental permits for performance of work.

SECTION 13. FINANCES

All costs charged to the project shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to TAM.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project shall be maintained by RECIPIENT for a period of five (5) years after the later of project closeout or termination of grant. Such project documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project.

SECTION 15. PAYMENT

TAM shall remit payment to RECIPIENT upon written request by the RECIPIENT after the execution of this AGREEMENT. Payment shall not exceed the schedule shown in the Measure A Sales Tax Program Allocation Request Form - Fiscal Year Cash Flow Availability.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses as follows: operating costs, direct staff time (salary and benefits), consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of the Expenditure Plans and of the Public Utilities Code Section 180000 et seq.

TAM shall provide notice to RECIPIENT of any and all expenditures made by RECIPIENT which are not in compliance with this AGREEMENT or the Expenditure Plans promptly after TAM becomes aware of any such expenditures.

SECTION 17. AUDITS

TAM reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. TAM will give advance notice of the requirement. RECIPIENT shall permit TAM, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the project.

SECTION 18. THIRD PARTY CONTRACT AUDITS

TAM reserves the right to request an audit of other third party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TAM.

SECTION 19. CLOSEOUT PROCEDURES AND PROJECT REPORT

RECIPIENT shall provide to TAM a Project Report as shown in EXHIBIT C. This report shall include the total expenditures for the approved scope, revenues from all funding sources applied for the approved scope of work. RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system. RECIPIENT shall certify that the amounts sought are only for project elements included in the Allocation Request Form

SECTION 20. REPAYMENT OF INELIGIBLE COSTS

TAM reserves the right to offset RECIPIENT payback of ineligible costs against future grant approvals for this project or other projects in the Expenditure Plan for which RECIPIENT is the sponsoring agency.

SECTION 21. RIGHT TO WITHHOLD

If the above items are not provided to TAM by the annual due date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, TAM may withhold funds for future allocations from RECIPIENT until RECIPIENT has corrected any noted deficiencies to TAM's satisfaction. While funds are being withheld, all interest on withheld funds shall be retained by TAM as an administrative fee.

SECTION 22. RESCISSION OF AUTHORIZATION OF FUNDS

TAM reserves the right to rescind its authorization of unneeded grant funds prior to, or at the time of, PROJECT closeout. Funds are determined to be unneeded if they are uncommitted at time of project closeout.

SECTION 23. TERMINATION FOR CAUSE

RECIPIENT agrees that, upon ten (10) working days written notice, TAM may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Expenditure Plans or Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the project shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay TAM any unexpended funds originally provided under this Agreement.

SECTION 24. CORRECTION OF BREACH

With respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by TAM.

SECTION 25. LIABILITY

Neither TAM nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold TAM harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, or jurisdiction delegated to RECIPIENT under this AGREEMENT.

Neither RECIPIENT nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, TAM shall fully defend, indemnify and hold RECIPIENT harmless from any liability imposed for injury (as defined by Government Code Section

810.8) occurring in by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT.

In the event of concurrent negligence of RECIPIENT and TAM, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

SECTION 26. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

SECTION 27. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 28. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 29. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of TAM. None of RECIPIENT'S agents or employees shall be agents or employees of TAM.

SECTION 30. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 31. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of TAM or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 32. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use GRANT funds, or other TAM programmed funds, for the aforementioned purpose.

SECTION 33. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 34. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

EXHIBIT A: Conditions on Local Infrastructure for All Modes

EXHIBIT B: Allocation Request Form

EXHIBIT C: Project Report (Sample Format)

EXHIBIT D: TAM Board Resolution 2017-07


SECTION 35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept TAM's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

City of San Rafael

Transportation Authority of Marin (TAM):

By: 

By: 
Dianne Steinhauser, Executive Director

Jim Schutz
Print Name

City Manager
Print Title

Approved as to form (optional):

By: 
City of San Rafael, Attorney

Lisa A. Goldstein, Asst. City Atty
Print Name

Exhibit A
Conditions on Local Infrastructure for All Modes

Recipient agrees that it shall:

1. Agree to the formula used in the allocation of the funds as reflected in the Expenditure Plan, and agree to the use of the State Department of Finance Estimates of Population figures (Report E-1, updated each May) for California cities and counties for the biennial update of the allocation formula.
2. Set up an appropriate system of interest bearing accounts and reporting for funds received. The accounting system shall provide adequate internal controls and audit trails to facilitate a periodic compliance audit for the funds which shall be maintained for the duration of the Agreement plus five years after discharge.
3. Provide TAM with the number of maintained road miles within Recipient's jurisdiction which shall be consistent with the miles reported to state and federal agencies and that contained in the Recipient's pavement management system. Recipient shall provide TAM with the number of maintained road miles biennially beginning in April 2005, even if there were no changes in the number of miles.
4. In the event Recipient's expenditures in a fiscal year are less than the amount the Recipient has received, provide an explanation of why the revenues exceeded expenditures and how the Recipient plans to allocate the funds to future projects
5. Within 60 working days of the end of each fiscal year, provide a Project Report for projects upon which funds were expended. The Project Report shall show the amount spent in that reporting year, including the total estimated project costs, the total expenditures to date, a brief description (including digital photographs) and location of the projects, and the benefits to be realized from said project (see Project Report, Exhibit C). The Report must also include a description and photograph of Measures A and B signage and the number of signs posted.
6. As part of the Project Report, include a statement, signed by the Recipient's Public Works Director, certifying the Report's compliance with the provisions of this AGREEMENT. A resolution by the Recipient's governing board approving the project in a public meeting should be attached to the Report.
7. Provide updated and accurate information (including digital photographs of the projects before, during and after construction) for TAM's website, highlighting projects or programs in which funds received by Recipient have been used.
8. Provide updated and accurate information on Recipient's website, in order to inform the public, on how funds are being used in the Recipient's jurisdiction. Also provide a link on the Recipient's website to TAM's website.
9. Make available, upon request from TAM, Recipient's administrative officer or designated staff to render a report or answer any and all inquiries in regards to its receipt, usage and compliance audit findings of funds before the TAM Board.

10. If after the close of the third fiscal year, minimal or no funds have been expended on projects, TAM reserves the right to withhold the fifth year's funds allocation until the Recipient's allocation is drawn down.
11. Provide parcel land use information for the annual TAM transportation modeling update.
12. Provide evidence of Pavement Management System certification in accordance with section 2108.1 of the Streets and Highway Code. MTC requires cities and counties submitting pavement maintenance and rehabilitation projects for funding to utilize a Pavement Management Program.

EXHIBIT B

**Transportation Authority of Marin
Measure A – Transportation Sales Tax Funds**

Allocation Request Form

Fiscal Year of Allocation: 2017/18

Expenditure Plan: Local Roads and Related Infrastructures (Strategy 3.2 of Measure A)

Project Name: Street Resurfacing FY 2017/18

Implementing Agency: City of San Rafael

Scope of Work: Each year, the City identifies 2-3 miles of local roads that are in critical need of resurfacing. Local roads to be resurfaced are selected based on their Pavement Condition Index (PCI), which is a rating based on the last time the street was overlaid and the physical condition of the roadway. Roads with the highest need, PCI rating of 60 or lower, are selected for that year's resurfacing.

Resurfacing includes a grind of the existing roadway and overlay of new asphalt. Some streets will be microsealed as well – which can extend the life of the resurfacing. The installation of ADA ramps may be included, depending upon the extent of the resurfacing work done on the road. Resurfacing of an entire road will trigger replacement of non-accessible curb ramps, however deep lift asphalt concrete pavement repairs will leave existing curb ramps in place.

The exact roadways which will be resurfaced in FY 2017-18 have not yet been finalized, however the preliminary list is included below:

<i>Street Name</i>	<i>Begin Location</i>	<i>End Location</i>
Las Ovejas Avenue	Del Ganado Road	Street End
Marquard Avenue	West Street	West End Avenue
Marlnita Avenue	Belle Avenue	Jewell Street
Oak Tree Court	Upper Oak Drive	End
Windsor Avenue	110 Windsor Avenue	Chestnut Avenue
Hazel Court	Irwin Street	End
Bayview Street	Taylor Street	D Street
Broadview Court	Broadview Drive	End

Cost of Scope: \$1,500,000 for FY 2017-18 (proposed to use \$678,233 of requested funds)

Measure A Strategy 3.2 Funds Available Amount: \$625,592

Measure A Reserve Funds Available Amount: \$52,641

Total Requested Amount: \$678,233

Other Funding: The remaining \$821,767 (\$1,500,000 - \$678,233) for FY 2017-18 Street Resurfacing will be financed with State Gas Tax monies.

Cash flow Availability: 100% available in FY 17/18

EXHIBIT B

Project Delivery Schedule (include start & completion milestones):

Start Design: 11/1/2017
Complete Design: 12/31/2017
Start Bid: 3/1/2018
Complete Bid: 3/31/2018
Start Construction: 5/15/2018
End Construction: 8/13/2018

Environmental Clearance: Categorically exempt.

EXHIBIT C

Project Report (sample format)

(due within 60 days of the end of each fiscal year)

Amount spent in this reporting year -

Total estimated project costs

Total expenditures to date

Project locations and descriptions

(please provide digital photographs for each project)

Benefits realized from project(s)

Measures A and B signage:

Number of signs posted:

Attach a statement, signed by the City Public Works Director, certifying the reports compliance with the provisions of the funding Agreement

Attach a resolution by the Governing Board approving the project(s)

Attach the project worksheet template (sample follows) for each project included in the Project Report.

Local Roadway Project Report, Part I

Name of roadway:

Project limits:

Jurisdiction:

Description of maintenance project:

Roadway's Pavement Condition Index:

Date of last PCI Evaluation:

Multi-Modal and Safety-Related Considerations

According to the Measures A and B Expenditure Plans, each local road project will be required to consider the needs of all roadway users. Where feasible, locally defined bicycle and pedestrian projects will be implemented at the time a roadway is improved. Improvements could include striping and signing for bicycle lanes and bikeways, sidewalk improvements, curb ramps, and other accessibility and safety improvements.

Please discuss, in the following three sections, considerations for multi-modal and safety-related improvements as a part of the local road maintenance project.

1. **Safety Improvements:** Describe safety-related improvements considered as a part of the project (refer to collision statistics, traffic volumes, roadway functional classification and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

2. **Pedestrian and Disabled Persons Facilities:** Describe pedestrian and ADA-related improvements considered as a part of the project (refer to pedestrian master plans, ADA transition plans, school and transit access considerations, and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

3. **Bicycle Facilities:** Describe bicycle-related improvements considered as a part of the project (refer to bicycle master plans and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

EXHIBIT D

TAM RESOLUTION NO. 2017-07

RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN FOR THE ALLOCATIONS OF \$3,186,916 IN MEASURE A STRATEGY 3.2 FUNDS AND \$114,199 IN MEASURE A RESERVE FUNDS TO BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, ROSS, SAN ANSELMO, SAN RAFAEL, SAUSALITO, TIBURON, AND MARIN COUNTY

WHEREAS, The voters of Marin County approved the authorizations of Measure A and Measure at the General Elections held on November 2, 2004 and November 10, 2010, respectively, thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax (TST); and

WHEREAS, The TST proceeds will be used to pay for the programs and projects outlined their respective Expenditure Plans; and

WHEREAS, TAM has developed Strategic Plans to provide guidance on implementing the Expenditure Plans; and

WHEREAS, The Measure A Strategic Plan programs TST funds over a 20 year period to the four strategies listed in the Expenditure Plan, including Strategy 3.2, Local Infrastructure for all Modes; and

WHEREAS, The TAM Board established a 5% reserve when the Measure A Strategic Plan was initially adopted; and

WHEREAS, TAM has accumulated approximately \$5.382 million in reserve funds, which is \$1.88 million more than the requisite amount of \$3.5 million; and

WHEREAS, On February 23, 2017, the TAM Board programmed the excess reserve funds of \$1.882 million to four strategies in the Strategic Plan in same percentage prescribed in the Expenditure Plan; and

WHEREAS, The proportionate share for Strategy 3.2 from the Reserve funds amount to \$269,502; and

WHEREAS, Mill Valley and Marin County's shares were previously allocated to the TAM Junction Project and Novato has deferred requesting its share, leaving \$114,199 in Reserve funds available for allocation; and

WHEREAS, Measure A funds for Strategy 3.2 and Reserve funds are programmed under the Strategic Plans to Marin County and the cities or towns of Belvedere, Corte Madera, Fairfax, Larkspur,

Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon for infrastructure improvement projects that are prioritized by the respective Public Works Directors; and

WHEREAS, Measure A funds for Strategy 3.2 and Reserve funds can be used for street and road projects, local transit projects, and bicycle and pedestrian projects; and

WHEREAS, Infrastructure improvement projects funded with Measure A funds for Strategy 3.2 and Reserve funds will be approved by the County's and Cities' governing boards at public meetings, and

WHEREAS, The project sponsors are requesting TST funds from Strategy 3.2 and Reserve funds that have been accumulated for FY 17/18; and

WHEREAS, These allocations are consistent with the Measure A Strategic Plans; and

WHEREAS, There are sufficient funds in the Strategy 3.2 and Reserve line-items of the TAM's approved FY 17/18 budget to cover the proposed action; and

WHEREAS, After reviewing the request in coordination with project sponsors, TAM staff recommended allocating \$3,186,916 in Measure A Strategy 3.2 funds and \$114,199 in Measure A Reserve funds, as requested; now, therefore, be it

RESOLVED, That the Transportation Authority of Marin hereby allocates a total of \$3,186,916 in Measure A Strategy 3.2 funds and \$114,199 in Measure A Reserve funds for eligible projects under Strategy 3.2 for FY 17/18 in the following distributions: \$33,875 (\$31,323 in Strategy 3.2 & \$2,643 in Reserve) for the City of Belvedere, \$121,808 (\$112,179 & \$9,629) for the Town of Corte Madera, \$95,217 (\$87,640 & \$7,577) for the Town of Fairfax, \$135,814 (\$125,246 & \$10,568) for the City of Larkspur, \$181,654 (Strategy 3.2) for the City of Mill Valley, \$580,019 (Strategy 3.2) for the City of Novato, \$35,259 (\$32,507 & \$2,752) for the Town of Ross, \$153,477 (\$141,499 & \$11,948) for the Town of San Anselmo, \$678,233 (\$625,592 & \$52,641) for the City of San Rafael, \$91,668 (\$84,453 & \$7,215) for the City of Sausalito, \$119,493 (\$110,267 & \$9,226) for the Town of Tiburon, and \$1,074,628 (Strategy 3.2) for the County of Marin; and be it further

RESOLVED, That the Transportation Authority of Marin finds the allocations of these funds to be in conformance with the priorities and funding levels established in the Measure A Expenditure Plan and the Measure A Strategic Plan Updates; and be it further

RESOLVED, That the Transportation Authority of Marin hereby authorizes the actual expenditure (cash reimbursement) of funds for these activities to take place subject to the Fiscal Year Cash Flow Distribution Schedule detailed in the attached Allocation Request Forms; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the Executive Director shall impose such terms and conditions as are necessary for the project sponsors to comply with

applicable law and adopted Authority policies and execute Funding Agreements with the respective project sponsors to that effect; and be it further

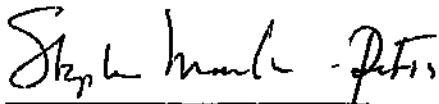
RESOLVED, That as a condition of this authorization for expenditure, the referenced project sponsors shall provide the Authority with any other information it may request regarding the use of the funds hereby authorized.

PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 22nd day of June 2017, by the following vote:

AYES: Commissioners: Arnold, Connolly, Fredericks, Furst, Hillmer, Kuhl, Lucan, McCaskill, McInerney, Moulton-Peters, Phillips, Reed, Rice, Rodoni, Sears, Withy

NOES: Commissioners: None

ABSENT: Commissioners: None


Stephanie Moulton-Peters, Chair
Transportation Authority of Marin

ATTEST:


Dianne Steinhauser
Executive Director



June 5, 2018

File # 01.25.21

Mr. David Chan
Transportation Authority of Marin
900 5th Avenue, Suite #100
San Rafael, CA 94901

Re: FY 2017-18 Measures A Payment Request

Dear Mr. Chan:

On accordance with Funding Agreement A-FY18-14, I am writing to request full payment of San Rafael's FY 2017-18 Measure A allocations:

Measure A: \$678,233

Please contact me at 415-485-3354 or talia.smith@cityofsanrafael.org if you have any questions or need additional information.

Sincerely,

Talia Smith
Senior Management Analyst

Attachments

1. TAM Funding Agreement A-FY18-14 – signed by City of San Rafael
2. Invoice 1183 from City of San Rafael to Transportation of Marin for payment of Measure A Strategy 3.2 Funds - \$678,233

cc: Bill Guerin, Public Works Director
Van Bach, Accounting Manager

City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901 US
415-485-3453



BILL TO
Transportation Authority of Marin
900 5th Avenue, Suite #100
San Rafael, CA 94901

INVOICE 1183

DATE 06/05/2018

DUE DATE 06/30/2018

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/05/2018	Services City of San Rafael – FY 18 Transportation Sales Tax Measure A Strategy 3.2 – Street Resurfacing	1	678,233.00	678,233.00

GL# 206-44-48001-5526

TOTAL DUE \$678,233.00



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Economic Development

Prepared by: Danielle O’Leary,
Econ. Development Director

City Manager Approval: _____

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

TOPIC: SAN RAFAEL CANNABIS POLICY UPDATE

SUBJECT: FIRST READING OF AN ORDINANCE AMENDING SAN RAFAEL MUNICIPAL CODE CHAPTER 10.96 REGULATING CANNABIS BUSINESSES WITHIN CITY LIMITS, AND ADOPTION OF A RESOLUTION AMENDING, RENAMING, AND RESTATING THE POLICIES AND PROCEDURES REGULATING COMMERCIAL CANNABIS ACTIVITY IN SAN RAFAEL

RECOMMENDATION:

1. Hold a public hearing to introduce the Ordinance amending Chapter 10.96 of the San Rafael Municipal Code and pass the Ordinance to print.
2. Adopt the Resolution amending the policies and procedures regulating commercial cannabis activity.

BACKGROUND:

On November 8, 2016, California voters enacted [Proposition 64](#), the “Adult Use of Marijuana Act” or “AUMA”, to legalize, regulate and tax recreational adult-use cannabis. The regulatory framework in AUMA established a comprehensive system to control the cultivation, processing, manufacture, distribution, testing and sale of recreational adult-use cannabis.

In response to the election results, San Rafael City Council hosted a [study session in January 2017](#) to review the emerging commercial recreational adult-use framework and discuss San Rafael’s cannabis prohibition. At this meeting, the City Council directed staff to form an ad-hoc cannabis subcommittee to develop a set of recommendations focused on medical cannabis businesses, as the State worked through creating the regulatory structure for recreational adult-use businesses.

The City Council Ad-Hoc Medical Cannabis Subcommittee (MC Subcommittee) included Councilmember Kate Colin and Councilmember John Gamblin, the City Manager, the Police Chief, the Fire Chief, the

FOR CITY CLERK ONLY

File No.:

Council Meeting: 03/04/2019

Disposition:

Community Development Director, the Assistant City Attorney, and the Economic Development Director. The team reviewed all license types available under the State's medical cannabis framework and developed a set of recommendations that included starting a limited pilot medical cannabis business licensing program focused on the following consensus objectives:

- Maintain a discreet, low impact and minimal public interface
- Provide safe consumer access
- Improve transparency and reduce public safety risks
- Add new revenue to support city infrastructure and services
- Create new jobs, produce artisan products
- Promote a diversified economy

The City Council subsequently enacted San Rafael Municipal Code Chapter 10.96, the "Medical Cannabis Business" ordinance, which authorized four types of medical cannabis business licensing types:

- Medical Cannabis Delivery (State License Type 9)
- Medical Cannabis Infused Product Manufacturing (State License Type N)
- Cannabis Testing Labs (State License Type 8)
- Medical Cannabis Distribution (State License Type 11)

In adopting the Medical Cannabis Business ordinance, the City Council prohibited the following commercial activities:

- Cultivation and some manufacturing activities
- Dispensaries

The City Council also prohibited all commercial recreational adult-use cannabis activities until the permanent State regulations were to be finalized and staff were to have had additional time to analyze them.

Contemporaneously with the adoption of the Medical Cannabis Business ordinance, the City Council adopted Resolution No. 14455, subsequently amended and restated by Resolution No. 14508, which established the "Medical Cannabis Business Operator License Pilot Program", setting the number of each type of business license the City would issue and detailing specific policies and procedures for the licensing process. In June of 2018, San Rafael opened the pilot program licensing process for intake, application review and merit ranking, with final license determinations made by the ad-hoc MC Subcommittee reviewing committee. Staff was also directed to come back to the City Council with a future program update that included recommended changes and refinements to the pilot licensing program.

ANALYSIS:

On January 16, 2019, the State of California released the final permanent regulations for the commercial cannabis industry across the supply chain, and they became effective immediately. The ad-hoc MC Subcommittee met to discuss the final State regulations, review current licensee progress, discuss necessary pilot program refinements, and make recommendations for the authorization of recreational adult-use businesses to honor the will of the voters.

Recommended *changes* to the ordinance include:

- Making minor (housekeeping) changes to align the Municipal Code's references to applicable State Codes with changes made in the State's final regulations.
- Progressing from a medical cannabis business policy to an all-inclusive cannabis business policy that authorizes commercial recreational adult-use activity for existing licensees under our existing policy framework.

Recommended *refinements* to the pilot cannabis program include:

- Create a renewal process for existing licensees, now that a cannabis business tax has been established.
- Adjust application and appeal fees to reflect staff time associated with processing.
- Add additional licenses to some categories, not all, as illustrated in the table below:

License Category	Current License Allotment	New Proposed License Allotment
Infused Product MFG	8	10
Distribution	3	4
Delivery	5	no change
Testing Laboratories	4	no change

All other existing elements of the Medical Cannabis Business ordinance will remain the same.

FISCAL IMPACT:

Cannabis industry tax revenue will increase overtime as local licensees will have the ability to gain market share in both the medicinal and recreational cannabis markets.

OPTIONS:

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

1. Pass to print the Ordinance amending San Rafael Municipal Code Chapter 10.96, and adopt the Resolution amending, renaming and restating the cannabis business license pilot program policies and procedures.
2. Make modifications to the Ordinance and/or the Resolution.
3. Direct staff to return with more information.

RECOMMENDED ACTION:

1. Hold a public hearing to introduce the Ordinance amending Chapter 10.96 of the San Rafael Municipal Code and pass the Ordinance to print.
2. Adopt the Resolution amending, renaming, and restating the Cannabis Business Operator License Pilot Program.

ATTACHMENTS

1. Ordinance Amending Chapter 10.96 of the San Rafael Municipal Code Regulating Cannabis Businesses Within City Limits, Specifically Authorizing by License Cannabis Delivery, Infused Product Manufacturing, Laboratory Testing, And Cannabis Distribution
2. Resolution Amending and Renaming the “Medical Cannabis Business Operator License Pilot Program” Establishing Policies and Procedures Regulating Commercial Cannabis Activity in San Rafael, as the “Cannabis Business Operator License Pilot Program”, and Restating it in its Entirety

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING CHAPTER 10.96 OF THE SAN RAFAEL MUNICIPAL CODE REGULATING CANNABIS BUSINESSES WITHIN CITY LIMITS, SPECIFICALLY AUTHORIZING BY LICENSE CANNABIS DELIVERY, INFUSED PRODUCT MANUFACTURING, LABORATORY TESTING, AND CANNABIS DISTRIBUTION

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

DIVISION 1. FINDINGS

WHEREAS, in 2015, the State Legislature adopted the “Medical Marijuana [now “Cannabis”] Regulation and Safety Act” (MCRSA) establishing a state licensing process for “commercial cannabis activity,” defined as including “cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of medical cannabis or a medical cannabis product, except as permitted for qualifying patients and primary caregivers;” and

WHEREAS, on November 8, 2016, the voters of the State of California enacted Proposition 64, the “Control, Regulate and Tax Adult Use of Marijuana Act” (AUMA), to allow for nonmedical adult use of cannabis, and implementing regulations were subsequently developed by the state agencies for this act as well; and

WHEREAS, in July 2017, the Governor signed [Senate Bill 94](#), entitled the “Medical and Adult-Use Cannabis Regulation and Safety Act” (MAUCRSA), which took effect immediately. The MAUCRSA directed that the MCRSA’s medical cannabis regulations be coordinated with AUMA’s nonmedical cannabis regulations; and

WHEREAS, the State of California adopted emergency regulations that became effective on January 1, 2018; and

WHEREAS, on December 4, 2017, the City Council enacted Ordinance No. 1949, an urgency ordinance adding new Chapter 10.96 to the San Rafael Municipal Code to limit the commercial cannabis activities that will be allowed in the City of San Rafael starting on January 2, 2018 to those medical cannabis businesses determined by the City Council to be beneficial rather than detrimental to the residents, workers and visitors in the City, namely medical cannabis testing, manufacturing, and delivery businesses; and

WHEREAS, San Rafael Municipal Code Section 10.96.050 was amended by Ordinance No. 1960 adopted on June 4, 2018, to additionally authorize medical cannabis distribution businesses; and

WHEREAS, San Rafael Municipal Code Section 10.96.050, as amended, provides that the City Council shall, by resolution, adopt reasonable regulations for the license process for the medical commercial cannabis activities permitted within the City, and for the number of each license type to be issued; and

WHEREAS, Measure G, a proposition to adopt a “cannabis industry tax” to regulate and tax cannabis businesses within San Rafael city limits was approved by San Rafael voters on June 5, 2018 and is now codified as Chapter 3.40 of the San Rafael Municipal Code; and

WHEREAS, on January 16, 2019, the State of California moved from emergency regulations and officially approved state regulations for cannabis businesses across the supply chain, effective immediately, meaning the emergency regulations are no longer in effect; and

WHEREAS, to fulfill the will of the voters and streamline state regulations the City’s regulations will change from allowing only medical to allowing medical and adult use/recreational cannabis businesses.

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

DIVISION 2. MUNICIPAL CODE AMENDMENT.

Chapter 10.96 of the San Rafael Municipal Code, entitled “Medical Cannabis Business”, is hereby amended to be retitled as “Cannabis Business” and to read in its entirety as follows:

10.96.010 – Purpose and Intent

It is the purpose and intent of this chapter to provide for the orderly regulation of the commercial cannabis industry within the City of San Rafael with the intent of encouraging economic growth and job creation while protecting the public health, safety and welfare of the residents of the city. The City Council may adopt by resolution any regulations or policies that will further the purpose of this chapter, and that do not conflict with the provisions herein.

It is also the purpose and intent of this chapter to prohibit all commercial cannabis activity not authorized under this chapter within the City.

All definitions, authority, scope, responsibilities, requirements, standards, conditions, exemptions, procedures and penalties described within state law are adopted and incorporated.

10.96.020 – In General

The Economic Development Director or their designee shall administer and enforce the provisions of this Chapter, applicable state law, and the rules and regulations promulgated by the State Department of Public Health’s Manufactured Cannabis Safety Branch and the Department of Consumer Affairs Bureau of Cannabis Control, or other state designated regulatory authority. This Chapter and the regulations contained herein apply to the entire City.

10.96.030 – Findings

The San Rafael City Council finds:

1. Since, 1996, cannabis for personal medicinal purposes, when recommended by a physician, has been legal in the State of California under the Compassionate Use Act (Proposition 215); and
2. In 2016, California voters enacted Proposition 64, intended to create a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing and sale of nonmedicinal cannabis, including cannabis products, for use by adults 21 years and older, and to tax the cultivation and retail sale of cannabis for nonmedicinal use; and
3. In 2017, the Governor signed a bill to combine the regulation of medical and nonmedical cannabis under one umbrella licensing and regulatory system, entitled the “Medical and Adult-use Cannabis Regulation and Safety Act” (MAUCRSA); and
4. MAUCRSA does not limit the authority of a local governing body to adopt and enforce local ordinances regulating businesses licensed under MAUCRSA or to completely prohibit such businesses with the local jurisdiction to the full extent authorized to a local agency by MAUCRSA; and
5. The use, cultivation, distribution, production, possession and transportation of cannabis remains illegal under Federal Law, and cannabis remains classified as a “controlled substance” by both California and Federal law; and
6. The City Council intends to limit commercial cannabis activity within the City limits; and
7. The City Council intends to regulate the use, acquisition, cultivation, production, and distribution of commercial cannabis activity in a manner that is consistent with the California Constitution and MAUCRSA. The regulations are intended to apply to all cannabis operations in the city by any cannabis business licensed under state law. Commercial cannabis activity can have an impact on health, safety, and community resources, and this Chapter is intended to license cannabis businesses where it will have minimal impact; and
8. To the extent that cannabis businesses are registered and authorized by the State of California to operate in the corporate limits of the city, the City Council desires to provide for their licensing and regulation to protect the public health, safety and general welfare of the citizens of the city; and
9. This chapter is to be construed to protect the public over cannabis business interests. Operation of a cannabis business is a revocable privilege and not a right in the city. There is no property right for an individual or business to have a cannabis business in the city; and
10. Cannabis is a heavily regulated industry in the city, and the city has a zero-tolerance policy of violations to this chapter.

10.96.040 – Definitions

For the purpose of this chapter, unless the context clearly requires different meaning, the words, terms, and phrases set forth in this section shall have the meanings given to them in this section:

- A. “Act” means the Medicinal and Adult-use Cannabis Regulation and Safety Act (MAUCRSA).
- B. “Applicant” means the owner of the applicant entity applying for a City and State license.
- C. “Cannabis” means all parts of the plant *cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” does not include the mature stalks of the plant, fiber produced from stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.
- D. “Cannabis Business” means any business that engages in commercial cannabis activities.
- E. “Cannabis Distribution” means the procurement, sale, and transport of cannabis and cannabis products between entities licensed pursuant to state regulations.
- F. “Cannabis Processing” means any method used to prepare cannabis or its byproducts for commercial sale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.
- G. “Cannabis Products” means cannabis including dried flower, and product containing cannabis.
- H. “Cannabis accessories” has the same meaning as in Health and Safety Code section 11018.1.
- I. “Commercial cannabis activity” includes cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products as provided for in Business and Professions Code section 26000 *et. seq*

- J. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- K. "Edible cannabis product" means cannabis product that is intended to be used, in whole or in part, for human consumption. Edible cannabis product includes cannabis products that dissolve or disintegrate in the mouth but does not include cannabis concentrate.
- L. "Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform.
- M. "Dispensary" means a facility open to the public where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale.
- N. "License" refers to any one (1) of the licenses described by section 10.96.050 that specifically authorizes a person to conduct commercial cannabis operations in the City.
- O. "Licensee" means a person issued a state license under the Act to engage in commercial cannabis activity or a person issued a cannabis business license under Section 10.96.050 of this Chapter.
- P. "Licensing Authority" means the state agency responsible for the issuance, renewal, or reinstatement of the state license, or the state agency authorized to take disciplinary action against the licensee.
- Q. "Manufacturer" means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products, or labels or relabels its containers.
- R. "Medical cannabis" or "medicinal cannabis" means cannabis or cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal patient in California who possesses a physician's recommendation.
- S. "M-License" means a state license issued pursuant to Division 10 of the Business and Professions Code for commercial cannabis activity involving medicinal cannabis
- T. "A-License" means a state license issued pursuant to Division 10 of the Business and Professions Code for cannabis or cannabis products that are intended for adults who are 21 years of age and older and who do not possess a physician's recommendation.
- U. "Premises" means the designated structure(s) and land specified in the application that is owned, leased, or otherwise held under the control of the

applicant or licensee where the commercial cannabis activity will be or is conducted.

- V. "State" means the State of California.
- W. "State license" means a state license issued pursuant to Division 10 of the California Business and Professions Code (Sections 26000, *et seq*).
- X. "Type N" means a state license issued for manufacturers that produce edible or topical products using the infusion process, or other types of cannabis products other than extracts and concentrates, but who do not conduct extractions. Type N licensees may also package and label cannabis products on a licensed premise.
- Y. "Testing Laboratory" means a laboratory, facility, or entity in the state that offers or performs tests of cannabis and cannabis products and that is both of the following:
 - i. Accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state.
 - ii. Licensed by the Department of Consumer Affairs Bureau of Cannabis Control.

10.96.050 – Commercial Cannabis Businesses Authorized

Notwithstanding section 10.96.080, the City shall allow commercial cannabis activity and testing laboratories by license only, as described below:

- A. Each cannabis business seeking to operate within the City must first apply and be issued the appropriate license to operate within the City. The license is specific to the location where the commercial cannabis business will be operating. Multiple operating locations for the same cannabis business will require separate licenses. Each license is non-transferable.
- B. A cannabis business may apply for any of the following:
 - 1. **Testing Laboratory License. State License Type 8.** A testing laboratory license is required for all activities for which MAUCRSA requires a Type 8 state license.
 - 2. **Manufacturing License – Infusions. State License Type N.** A manufacturing license is required for all activities for which MAUCRSA requires a Type N state license.
 - 3. **Cannabis Delivery – Non-storefront. State License Type 9.** A non-storefront retailer license is required for all activities for which MAUCRSA requires a Type-9, non-storefront retailer state license to conduct retail cannabis sales exclusively by delivery as defined in Business and Professions Code section 26001(p).

4. **Cannabis Distribution. State License Type 11.** A distribution license is required for all activities for which MAUCRSA requires a Type 11 state license.
5. No license shall be issued if the cannabis activity is not a permitted land-use in the City.
- C. The City Council shall adopt by resolution reasonable regulations pertaining to the license process for the above identified commercial cannabis businesses allowed within the City.
- D. The City Council shall adopt by resolution a limit on the number of each license type to be issued.
- E. Unless expressly permitted and outlined in this chapter all other types of cannabis businesses (medical or non-medical) are prohibited within City limits.

10.96.060 – Cannabis Gross Receipts Business Tax Required

The requirements of this chapter shall be in addition to any Cannabis Industry Tax requirements imposed pursuant to Chapter 3.40 of this Code.

10.96.070 – State License Required

In addition to a license identified in Section 10.96.050 any cannabis business operating within City boundaries must possess the appropriate state license issued by the appropriate licensing authority required by state law. If a state license has not yet been issued at the time of the license application, the cannabis business shall describe how it will meet the state licensing requirements, and provide supporting documentation required by the local licensing authority.

10.96.080 – Cannabis Business Prohibitions

- A. Except as provided in Section 10.96.050, cannabis cultivation and cannabis dispensaries shall be prohibited activities in the City, and no person or entity shall conduct or engage in said activities, except where the City is preempted by federal or state law from enacting a prohibition on any such activity or prohibiting a person or entity from conducting or engaging in such activity.
- B. All cannabis businesses operating in violation of this chapter are expressly prohibited. No entity that distributed cannabis prior to the enactment of this chapter shall be deemed to have been a legally established use under the provisions of this chapter, and such use shall not be entitled to claim legal nonconforming status for the purposes of licensing.

10.96.090 – Violations a public nuisance, penalties, nuisance abatement, and other remedies

Any cannabis business operated, conducted, or maintained contrary to the provisions of this chapter shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and injunction thereof, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this chapter, or chapters 1.40, 1.42, 1.44, or 1.46 of this code, or under state law.

10.96.100 – Fees

The City Council may establish by resolution the fees that shall be charged for administration and implementation of this chapter. The adoption of such fees shall not prevent the City from recovering enforcement costs not specified in such resolution.

10.96.110 – Severability

If any provision of this chapter of the application of any such provision to any person or circumstance, shall be held invalid, the remainder of this chapter, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this end, the provisions of this chapter are severable.

DIVISION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT

This Ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to the State CEQA Guidelines, since it can be seen with certainty that there is no possibility that this Ordinance or its implementation would have a significant effect on the environment (14 Cal. Code Regs. Section 15061(b)(3)).

DIVISION 4. PUBLICATION; EFFECTIVE DATE

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.

GARY O. PHILLIPS, Mayor

ATTEST:

LINDSAY LARA, City Clerk

The foregoing Ordinance No. _____ was read and introduced at a regular meeting of the City Council of the City of San Rafael on Monday, March 4, 2019 and was ordered passed to print by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

And will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the _____ day of _____ 2019.

LINDSAY LARA, City Clerk

CITY OF SAN RAFAEL
NOTICE OF PUBLIC HEARING

**CONSIDERATION OF AN ORDINANCE AMENDING SAN RAFAEL
MUNICIPAL CODE CHAPTER 10.96 REGULATING CANNABIS BUSINESSES
WITHIN CITY LIMITS AND SPECIFICALLY AUTHORIZING CANNABIS
DELIVERY, CANNABIS INFUSED PRODUCT MANUFACTURING, CANNABIS
DISTRIBUTION AND CANNABIS TESTING**

- DATE/TIME: Monday, March 4, 2019
- LOCATION: City Council Chambers, 1400 Fifth Street, San Rafael, CA
- PURPOSE: To receive public comments and consider the adoption of an ordinance amending Chapter 10.96 of the San Rafael Municipal Code entitled "Medical Cannabis Business" to retitle it "Cannabis Business," and to include commercial recreational adult-use cannabis activities within the City's existing commercial cannabis regulatory structure for the purposes of encouraging economic growth, and job creation, while protecting public health, safety and the welfare of residents in the city. The proposed ordinance amendment would authorize existing San Rafael Cannabis Delivery, Cannabis Infused Product Manufacturing, Cannabis Distribution Licensees to also service the recreational adult-use market consistent with the will of the voters after the passing of California Proposition 64. The ordinance requires cannabis businesses to obtain a valid State license in addition to a City license and to comply with the City's Cannabis Industry Tax requirements.
- IF YOU CANNOT ATTEND: You may send a letter to Lindsay Lara, City Clerk of San Rafael PO Box 151560 San Rafael, CA 94915-1560. You may also hand deliver prior to the meeting.
- FOR MORE INFORMATION: Contact Danielle O'Leary, Director of Economic Development and Innovation at 415-485-3460, Monday through Friday 8 AM – 5 PM

SAN RAFAEL CITY COUNCIL

LINDSAY LARA
CITY CLERK, CITY OF SAN RAFAEL

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AMENDING AND RENAMING THE “MEDICAL CANNABIS BUSINESS OPERATOR LICENSE PILOT PROGRAM” ESTABLISHING POLICIES AND PROCEDURES REGULATING COMMERCIAL CANNABIS ACTIVITY IN SAN RAFAEL, AS THE “CANNABIS BUSINESS OPERATOR LICENSE PILOT PROGRAM”, AND RESTATING IT IN ITS ENTIRETY

WHEREAS, in 2015, the State Legislature adopted the “Medical Marijuana [now “Cannabis”] Regulation and Safety Act” (MCRSA) establishing a state licensing process for “commercial cannabis activity,” defined as including “cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of medical cannabis or a medical cannabis product, except as permitted for qualifying patients and primary caregivers;” and

WHEREAS, on November 8, 2016, the voters of the State of California enacted Proposition 64, the “Control, Regulate and Tax Adult Use of Marijuana Act” (AUMA), to allow for nonmedical adult use of cannabis, and implementing regulations were subsequently developed by the state agencies for this act as well; and

WHEREAS, in July 2017, the Governor signed [Senate Bill 94](#), entitled the “Medical and Adult-Use Cannabis Regulation and Safety Act” (MAUCRSA), which took effect immediately. The MAUCRSA directed that the MCRSA’s medical cannabis regulations be coordinated with AUMA’s nonmedical cannabis regulations; and

WHEREAS, on December 4, 2017, the City Council enacted Ordinance No. 1949, an urgency ordinance adding new Chapter 10.96 to the San Rafael Municipal Code to limit the commercial cannabis activities that will be allowed in the City of San Rafael starting on January 1, 2018 to those determined by the City Council to be beneficial rather than detrimental to the residents, workers and visitors in the City; and

WHEREAS, San Rafael Municipal Code section 10.96.050 provides that the City Council shall, by resolution, adopt reasonable regulations for the license process for the commercial medical cannabis activities permitted within the City, and for the number of each license type to be issued; and

WHEREAS, on January 16, 2018, the City Council adopted Resolution No. 14455 approving a Medical Cannabis Business Operator License Pilot Program and policies, practices and procedures for administering and enforcing the program, including the number of each license type to be issued; and

WHEREAS, on May 21, 2018, the City Council adopted Resolution No. 14508 amending and restating the Medical Cannabis Business Operator License Pilot Program policies, practices, and procedures; and

WHEREAS, on March 4, 2019, the City Council approved introduction of Ordinance No. [REDACTED] to amend San Rafael Municipal Code Chapter 10.96 to expand its provisions to authorize, by license, both medical and recreational adult-use commercial cannabis activities in San Rafael, and the Council expects to adopt this ordinance on March 18, 2019; and

WHEREAS, the City Council desires to expand and amend the Medical Cannabis Business Operator License Pilot Program to also apply to the commercial recreational adult-use licenses authorized by Ordinance No. [REDACTED] and to rename it as the “Cannabis Business Operator License Pilot Program”; and

WHEREAS, for ease of reference, the City Council wishes to restate herein the entirety of the Cannabis Business Operator License Pilot Program and its policies, practices and procedures as amended by this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby amends, renames and restates the Cannabis Pilot Operator Licensing Program in its entirety as follows:

SECTION 1. PURPOSE AND INTENT

It is the purpose and intent of this resolution to regulate commercial cannabis activity within San Rafael city limits, to promote the health, safety, and general welfare of residents and businesses within the City. This resolution governs the establishment and operation of cannabis testing laboratories, cannabis infused product manufacturers, cannabis delivery, and cannabis distribution.

SECTION 2. DEFINITIONS

For the purposes of this Program, the definitions below shall apply:

- (a) “Applicant” means an owner applying for a City Cannabis Business Operator License (CBOL).
- (b) “Bureau” means the Bureau of Cannabis Control within the California Department of Consumer Affairs.
- (c) “City” means City of San Rafael.
- (d) “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted

therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.

- (e) “Cannabis Testing Laboratory” means “testing laboratory” as defined by Business and Professions Code 26000, and as further defined in SRMC 10.96.040. This sort of use is regulated by the State of California as a Type 8 Cannabis license.
- (f) “Cannabis Delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Delivery” also includes the use by a retailer of any technology platform. This sort of use is regulated by the State of California as a Type 9 Cannabis license. A non-storefront retailer licensee shall be authorized to conduct retail sales exclusively by delivery as defined by Business and Professions Code section 26001(p). The licensed premises of a non-storefront retailer licensee shall be closed to the public.
- (g) “Cannabis Distribution” means the procurement, sale, and transport of cannabis and cannabis products between entities licensed pursuant to state regulations.
- (h) “Cannabis Infused Manufacturing” means producing edible or topical products that include pre-extracted cannabis oils, to create edibles, beverages, capsules, vape cartridges tinctures or topical. This sort of use is regulated by the State of California Department of Public Health Cannabis Manufacturing Division as a Class N (Infusions) Cannabis license. Cannabis manufacturing may also include shared use of a manufacturing facility by multiple businesses that perform manufacturing, (i.e. commercial kitchen). Shared manufacturing is regulated by the State of California as Type S Cannabis license. Infusion” means a process by which cannabis, cannabinoids, or cannabis concentrates are directly incorporated into a product formulation to produce a cannabis product.
- (i) “Medicinal Cannabis Patient” includes both a qualified patient as defined in the Health and Safety Code section 11362.7 and a person in possession of a valid identification card issued under Health and Safety Code section 11362.71“Licensee” means any person holding a City Cannabis Business Operator License (CBOL).
- (j) “Operator License” means a City of San Rafael Cannabis Business Operator License.
- (k) “Owner” means any of the following, as defined in Section 26001 of the Business and Professions Code:
 - 1) A person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.
 - 2) The chief executive officer of a nonprofit or other entity
 - 3) A member of the board of directors of a nonprofit

- 4) An individual who will be participating in the direction, control, or management of the person applying for a license.
- (l) "Person" includes any individual, firm, partnership, joint venture, association, corporation, Limited Liability Company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
- (m) "Purchaser" means the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.
- (n) "Sell", "sale," and "to sell" include any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same.

SECTION 3. LICENSING PROCESS

- (a) Any person seeking to sell and or distribute, deliver, manufacture, or providing laboratory testing services located in San Rafael city limits must first obtain a Cannabis Business Operator license (CBOL) prior to operating.
- (b) The Pilot CBOL Program will make the following limited licenses available:
 - Cannabis Testing Laboratories (State License Type 8): **4 licenses**
 - Cannabis Infused Manufacturing (State License Type N): **10 licenses**
 - Cannabis Delivery (State License Type 9): **5 licenses**
 - Cannabis Distribution (State License Type 11): **4 licenses**

SECTION 4. REVIEW AND ACTION ON APPLICATIONS; APPEAL

- (a) The CBOL Application Review Committee includes the Police Chief, Fire Chief, Community Development Director and Economic Development Director, and/or their designees, to review and rank applications.
- (b) The CBOL application ranking process shall consist of the following areas of evaluation:

• Business Plan	(25 POINTS -MAXIMUM)
• Safety & Security Plan	(25 POINTS - MAXIMUM)
• Gross Receipts Activity	(25 POINTS - MAXIMUM)
• Qualifications of Principals	(25 POINTS - MAXIMUM)

An application is required to receive a total of 70 points to move forward. The Committee shall rank all the applications and shall issue a written decision setting forth the ranking

for each application, the ranking of each application in each of the ranking categories, and an explanation of the facts and reasoning supporting the rankings. The Committee shall serve a copy of its written decision on each applicant by email.

- (c) **Appeal.** An applicant who has received a ranking of less than 70 points may appeal that decision to the City Manager or his or her designee, by filing a written appeal with the City Manager's office within five (5) business days after the date of service of the written ranking decision on the applicant. The appeal shall not be accepted for filing unless accompanied by an appeal fee in an amount determined by resolution of the City Council. In determining the appeal, the City Manager/designee will review the Committee's written decision on the appellant's application and the application itself. In addition, within five (5) business days after the filing of the appeal, the City Manager/designee shall set a time for a hearing, not to exceed two hours in length, at which the appellant may appear to review the Committee's decision and to present evidence or argument why the Committee's ranking should be modified. The hearing shall occur no later than thirty (30) days following the filing of the appeal unless another time is agreed to by the appellant. The hearing may be recorded by audiotape or written minutes.

Within ten (10) business days after completion of the hearing on the appeal, the City Manager/designee shall issue a written decision on the appeal shall either confirming or modifying the ranking given by the Committee. The decision shall be in served upon the appellant by email, or regular mail through the United States Post Office. The City Manager's decision will be final, with no appeal to the City Council, and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6; however, the filing of any such action shall not stay any lottery or subsequent award of operator licenses as provided herein.

After the appeal period has run without the filing of any appeals, or after the final decision by the City Manager on any and all appeals, if the Committee determines that the number of pre-screened and ranked applicants exceeds 100% of the maximum number of licenses available, then a lottery will be conducted after the ranking round.

- (d) **Operator Selection.** Within 120 days of written and e-mail notification, operators will have the ability to look for sites within permitted zoning districts and return with an identified site to apply for zoning clearance, Cannabis Industry Tax registration, and operator license issuance. Failure to secure a San Rafael location within 120 days shall be grounds for the City to revoke the award of a San Rafael cannabis business operating license.
- (e) **Zoning Clearance, Cannabis Industry Tax Registration, and Operator permit issued.** Once the operator has found a business location, and has an executed lease agreement, or signed application by the property owner, planning staff will confirm zoning clearance. The applicant can then proceed with registering for the Cannabis Industry Tax pursuant to San Rafael Municipal Code Chapter 3.40, and the operator license will be issued.

SECTION 5. FEES

The Cannabis Business Operator License application and renewal fees are based on a cost-recovery model for application intake, processing, and compliance monitoring. All fees are non-refundable. Cannabis Operator License Application Fee shall be as follows, or as modified from time to time by resolution of the City Council:

Process Steps	Staff Coordination	Per Applicant	Cost
Application Intake	Econ. Dev Coordinator	Review Time: 1-2 hours	\$200
Criminal Background Check	Police	Review Time: 1 hour	\$100
Application Review and Ranking	Econ. Development Director, Police Chief, Fire Chief, Community Development Director	Review Time: 3-4 hours	\$2000
Operator Notification	Econ. Development Coordinator/Director	Review Time: 1 hour	\$100
Zoning Clearance, Business Tax Certificate, Operator License Issuance	Senior Planner, Economic Development Coordinator, Economic Development Director	Review Time: 2-3 hours	\$300
Compliance Inspections	Senior Code Enforcement Officer	Review Time: 3-4 hours	\$500
Annual Gross Receipts Audits	Contract with Outside Agency	Review Time 3-4 hours	\$900
Total License Fee			\$4100

Cannabis Business Operator License Renewal Fee:

Process Steps	Staff Coordination	Per Applicant	Cost
Application Intake & Review	Econ. Dev Coordinator, Economic Development Director	Review Time: 1-2 hours	\$500

Cannabis Business Operator License Appeal Fee:

Process Steps	Staff Coordination	Per Applicant	Cost
Appeal Intake & Review, Staff Preparation	Review City Manager	Review Time: 4 hours	\$836
Appeal Hearing & Written Decision	Review City Manager	Review Time: 4 hours	\$836
Total Appeal Fee			\$1,672

SECTION 6. OPERATING REQUIREMENTS

All cannabis business operator licensees shall comply with all the following operating requirements:

- (a) The licensee shall meet all operating requirements of the Medicinal and Adult-use Cannabis Regulation and Safety Act (MAUCRSA), and requirements set forth by the Bureau and the California Department of Public Health’s Manufactured Cannabis Safety Branch.
- (b) The licensee shall obtain and maintain the State of California license for the equivalent State cannabis license type and maintain all other required State and local licenses, permits, or approvals.
- (c) Odor Control. No cannabis odors shall be detectable outside the commercial facility.
- (d) Advertising and Marketing Restrictions. All signage shall meet the sign requirements of Title 14 of the San Rafael Municipal Code and shall not advertise any activity related to cannabis.
- (e) Operating Hours. A licensee may operate between the hours of:
 - 1) **Cannabis Delivery:** 9AM to 9PM up to seven days a week, unless modified as condition of license to address site specific conditions.
 - 2) **Cannabis Testing Labs:** 7AM – 7PM up to seven days a week, unless modified as condition of license to address site specific conditions.
 - 3) **Cannabis Infused Product Manufacturing:** 7 AM – 7PM, evenings available as a condition of the license; up to seven days a week, unless modified as condition of license to address site specific conditions.

4) **Cannabis Distribution:** 7 AM – 7PM, up to seven days a week, unless modified as condition of license to address site specific conditions.

(f) **Contact Person.** A licensee shall provide the City with the name and phone number of an on-site community relations staff person or designee to whom one can provide notice if there are operating concerns. The licensee shall make a good faith effort to encourage residents to call this person to try to solve operating concerns before any calls or complaints are made to the City.

SECTION 7. TERMS OF LICENSE

- (a) Licenses issued under this resolution shall be valid for 12 months from the date of issuance.
- (b) Licensees may submit a license renewal form no sooner than 60 and no later than 30 calendar days before the license expires.

SECTION 8. WITHDRAWAL OF APPLICATION

- (a) An applicant may withdraw an application at any time prior to the City's issuance of a license or denial of a license.
- (b) Requests to withdraw an application must be submitted to the City in writing, dated and signed by the applicant.
- (c) The City will not refund application fees for a withdrawn application after application intake window closes.

SECTION 9. GROUNDS FOR LICENSE DENIAL OR RENEWAL

- (a) The City may deny an application for license or for renewal of a license for any reason specified in Business and Professions Code section 26057, as amended from time to time
- (b) **Written Notice Required.** Upon denial of a license or denial of renewal of a license pursuant to subsection (a) of this section, the Economic Development Director, or designee, shall notify the applicant of the reasons for denial in the manner provided Section 10(b) of this Resolution.
- (c) **Appeal.** Upon denial of a license or denial of renewal of a license, the applicant may file a written appeal of that decision with the Economic Development Director within ten (10) business days after the date of service of the written decision. The appeal shall not be

accepted for filing unless accompanied by an appeal fee in an amount determined by resolution of the City Council.

- (d) Hearing. The Economic Development Director, or designee, shall appoint a hearing officer and set an appeal hearing, to be held no less than ten (10) days and no more than sixty (60) days after the service of the written notice required in subsection (b). The hearing and notice of decision shall be as provided in Sections 10(c) and (d) of this Resolution.

SECTION 10. LICENSE SUSPENSION, MODIFICATION AND REVOCATION

- (a) Any license issued under the terms of this resolution may be suspended, modified, or revoked by the Economic Development Director, or his or her designee, for cause including but not limited to violation of any the requirements or provisions of this resolution, or conflicts with State law.
- (b) Written Notice Required. The Economic Development Director, or designee, before revoking or suspending any Cannabis Business operator license shall serve the licensee with written notice of revocation or suspension, provided in the manner set forth in [Section 1.08.060](#) of the San Rafael Municipal Code, of the alleged grounds for revocation or suspension and the date for a hearing, to be held no less than ten (10) days and no more than sixty (60) days after the service of the written notice, to consider whether the Cannabis Business operator license shall be revoked or suspended.
- (c) Hearing. The Economic Development Director, or designee, shall appoint a hearing officer to hear and consider all evidence at the hearing. The hearing may, after being commenced within the time specified pursuant to subsection (b) of this section, be continued for good cause by the hearing officer from time-to-time. The hearing officer may require such legal briefing as may be required to address any issues raised at the hearing.
- (d) Notice of Decision; Judicial Review. Within a reasonable time, but not more than thirty (30) days following the conclusion of the hearing, the hearing officer shall issue a written decision as to whether the Cannabis Business operator license shall be revoked or suspended, supported by factual findings and determinations referenced by supporting evidence. The written decision shall be served on the operator licensee as provided in Code of Civil Procedure Section 1094.6, with a copy submitted to the city clerk and the city attorney. The written decision of the hearing officer shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

SECTION 11. TRANSFER OF LICENSE

- (a) A licensee shall not operate under the authority of a Cannabis Business operator license at any location other than the address stated in the application for the license.
- (b) The Cannabis Business operator licenses are not transferrable or assignable to another person or owner. In the event of the sale or other transfer of the business or operations covered by the licensee, changes in ownership shall be made in accordance with the following:
 - 1) If one or more of the owners of a license change, but if at least one existing owner is not transferring his or her ownership interest and will remain as an owner under the new ownership structure, then the new owners shall submit a new application to the City for review of qualifications, background checks and to determine whether the change would constitute grounds for denial of the license.
 - 2) If all owners will be transferring ownership interest, the business shall not operate under the new ownership structure until a new license application has been submitted and approved by the City, and all application and licensing fees have been paid.

SECTION 12. ENFORCEMENT

- (a) It is unlawful for any person to violate any provision or fail to comply with any of the requirements of this resolution, and any such violation shall be enforceable in accordance with the provisions of Chapters 1.40, 1.42, 1.44, and 1.46 of the San Rafael Municipal Code.
- (b) In accordance with Section 26013, Business and Professions Code. The City, and its authorized representative, shall have full and immediate access to inspect and:
 - 1) Enter onto any premises license by the City.
 - 2) Any inspection, investigation or review, or audit of a licensed premises shall be conducted anytime the licensee is exercising privileges under the license, or as otherwise agreed to by the City and licensee or its agents, employees, or representatives.
 - 3) Prior notice of an inspection, investigation, review or audit is not required.

BE IT FURTHER RESOLVED that any amendments to the Cannabis Pilot Operator Licensing Program Policies, Practices and Procedures as deemed necessary from time-to-time shall require an amendment to this resolution by City Council action.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon the effective date of Ordinance No. .

I, **LINDSAY LARA**, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council on the 4th day of March 2019.

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin,
Director of Public Works**

City Manager Approval:

File No.: 18.06.77

TOPIC: CHANGING SPEED LIMITS ON TWO STREETS IN NORTH SAN RAFAEL

SUBJECT: ADOPT AN ORDINANCE AMENDING SAN RAFAEL SPEED ZONES TO INCREASE THE SPEED LIMITS ON LOS GAMOS DRIVE AND REDWOOD HIGHWAY

RECOMMENDATION:

Conduct a public hearing to consider introduction of an ordinance to increase the speed limits on segments of Los Gamos Drive and Redwood Highway in North San Rafael from 25 miles per hour to 30 miles per hour and pass the ordinance to print.

BACKGROUND: The California Vehicle Code (CVC) Section 22357 requires posted speed limits along collector and arterial roadways be established and justified by an Engineering and Traffic Survey. Furthermore, per CVC Section 40802, in order for posted speed limits to be enforceable, each Engineering and Traffic Survey needs to be updated every seven (7) years. The update interval of the Speed Survey can be extended to ten (10) years when a registered engineer determines that no significant changes in roadway or traffic conditions have occurred. Posted speed limits that do not have a current Engineering and Traffic Survey are enforceable by the Police Department by pacing, but not by radar.

In April 2018, the City entered into an agreement with W-Trans to conduct the Engineering and Traffic Surveys update. As shown in Attachment A, the surveys were conducted for 51 roadway segments during non-holiday weeks in the month of May 2018, on typical weekdays under normal free flowing conditions.

ANALYSIS: According to the California Manual of Uniform Traffic Control Devices (CA MUTCD), the posted speed limit established after 2006 must be set at the nearest 5 mile-per-hour (mph) increment of the 85th percentile speed that was surveyed (the average speed of 85 percent of the drivers on the road), with the City Traffic Engineer having the option of lowering it by an additional 5 mph to address traffic safety needs of the community.

Under the post-2006 regulations the 85th percentile speed of 28 mph will result in a posted speed limit of 30 mph (the nearest 5 mph increment), with the City Traffic Engineer having the option of lowering it down to 25 mph.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

According to the Engineering and Traffic Survey update results, using the post-2006 regulations, there are two roadway segments where the consultants are recommending an increase in the posted speed limit. The posted speed limits along the remaining roadway segments that were studied will remain unchanged.

Roadway Segment Limit	Existing Speed	Proposed Speed
Los Gamos Dr (Lucas Valley Rd to 1401 Los Gamos Dr)	25 mph	30 mph
Redwood Highway (4222 Redwood Hwy to Manuel T Freitas Pkwy)	25 mph	30 mph

CVC section 22357(a) provides that an ordinance is required to increase the speed limit on these streets:

Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe.

Staff has prepared an ordinance to implement the recommended speed limit increases (Attachment B). Staff has determined that adoption of this ordinance will have no effect on the environment and is therefore exempt from environmental review under the California Environmental Quality Act (CEQA). (14 Cal Code Regs. Section 15061.)

FISCAL IMPACT: There will be minimal fiscal impact resulting from speed limit sign replacements and pavement marking changes to be performed by the Streets Maintenance Division staff.

PUBLIC CONTACT: Public contact was made through posting of the City Council agenda on the City’s official notice bulletin board, posting of the agenda and staff report on the City’s web page, and availability of the agenda and staff report in the City Clerk’s office, and in the Marin Independent Journal (Marin IJ).

OPTIONS:

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

1. Approve the introduction of the ordinance as presented.
2. Do not approve the ordinance.

RECOMMENDED ACTION: Conduct a public hearing on the ordinance regarding speed limit increases on Los Gamos Drive and Redwood Highway pursuant to section 22357 of the California Vehicle Code and pass the ordinance to print.

ATTACHMENTS:

- A. Engineering and Traffic Surveys for the City of San Rafael
- B. Ordinance Regarding Speed Limit Increase on Los Gamos Drive and Redwood Highway pursuant to Section 22357 of the California Vehicle Code

Recommendations

Policy on Establishing Speed Limits

In accordance with Sections 627, 22357, 22358, and 40802 of the CVC, Engineering and Traffic Surveys (E&TS) were completed to determine the recommended speed limits along each corridor. The CA-MUTCD was consulted prior to preparation of the E&TS contained in this report. Part 2, *Signs*, contains the policy for establishing speed limits based on an E&TS, and indicates that the speed limit shall be established at the nearest five mile per hour (mph) increment to the 85th-percentile speed, except that the posted speed may be reduced by five mph from the nearest five-mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5 and justified by an E&TS, including approval by a registered Civil or Traffic Engineer. The CA-MUTCD also includes standards for the preparation of E&TS, specifically noting that each E&TS shall consider prevailing speeds, collision records, and highway or traffic or roadside conditions not readily apparent to the driver.

Recommended Speed Limits

Speed limits are recommended for each of the segments studied based on the policies described in the CVC and the CA-MUTCD. The results of the surveys are summarized below, with the existing posted speeds and recommended speeds for all segments tabulated in Table 1. As shown, increases to the speed limit on two of the segments appears to be warranted. Copies of the Engineering and Traffic Survey forms compiled from the field data and subsequent analysis are contained in Appendix B.

Table 1 – Summary of Engineering and Traffic Surveys

Street <i>Study Segment</i>	Average Collision Rates			Critical Speed (85th Percentile)	Existing Speed Limit	Proposed Speed Limit
	Segment	San Rafael	State of CA			
2 nd St <i>Marquard Ave-Hoyes St</i>	1.99	3.59	2.22	39	35	35
4 th St <i>H St-Lincoln Ave</i>	9.80	4.56	2.21	29	25	25
<i>Ross Valley Dr-Marquard Ave</i>	1.12	1.12	1.48	42	35	35
5 th Ave <i>Grand Ave-H St</i>	24.5	4.56	2.21	28	25	25
<i>H St-West End</i>	1.87	4.56	2.21	32	25	25
Andersen Dr <i>Bellam Blvd-Sanitary Treatment Plant</i>	2.15	4.56	2.21	38	35	35
B St <i>Woodland Ave-Second St</i>	10.01	4.56	2.21	29	25	25
Balboa St <i>Pt. San Pedro Rd- Lochinvar Rd</i>	0.00	4.56	2.21	28	25	25

Table 1 – Summary of Engineering and Traffic Surveys

Street Study Segment	Average Collision Rates			Critical Speed (85th Percentile)	Existing Speed Limit	Proposed Speed Limit
	Segment	San Rafael	State of CA			
Civic Center Dr <i>Freitas Pkwy-Ave of the Flags</i>	2.06	2.28	1.57	36	30	30
D St <i>Second St-Antonette Ave</i>	6.89	4.56	2.21	33	30	30
Francisco Blvd E <i>Bellam Blvd-Grand Ave</i> <i>Irene St-I-580</i>	2.91 2.70	2.28 4.56	1.57 2.21	35 42	30 35	30 35
Grand Ave <i>Mountain View Ave-Mission Ave</i>	3.21	4.56	2.21	32	25	25
Hetheron St <i>Mission Ave-Second St</i>	16.55	7.23	1.57	31	25	25
Irwin St <i>Second St-Mission Ave</i>	9.43	7.23	1.57	29	25	25
Kerner Blvd <i>Bellam Blvd-Canol St</i> <i>Irene St-Bellam Blvd</i>	5.95 2.66	4.56 2.66	2.21 2.21	32 37	25 30	25 30
Las Colindas Ave <i>Las Ovejas Ave-Las Pavadas Ave</i>	5.82	4.56	2.21	32	25	25
Las Ovejas Ave <i>Montecillo Rd-Las Colindas Ave</i>	3.94	4.56	2.21	24	25	25
Lincoln Ave <i>Linden Ln-Irwin St</i>	8.63	4.56	2.21	32	25	25
Los Gamos Rd <i>Lucas Valley Rd-End</i>	1.83	4.56	2.21	33	25	30
Manuel T. Freitas Pkwy <i>Montecilla Rd-Redwood Hwy</i>	5.26	3.59	2.22	38	35	35
Mission Ave <i>Embarcadero Wy-Lincoln Ave</i> <i>Lincoln Ave-H St</i>	9.17 4.79	4.56 4.56	2.21 2.21	28 31	25 25	25 25
Montecillo Rd <i>Nova Albion Wy-Las Ovejas Ave</i>	3.75	4.56	2.21	31	25	25
Mountain View Ave <i>Grand Ave-End</i>	0.00	4.56	2.21	32	25	25

Table 1 – Summary of Engineering and Traffic Surveys

Street Study Segment	Average Collision Rates			Critical Speed (85th Percentile)	Existing Speed Limit	Proposed Speed Limit
	Segment	San Rafael	State of CA			
N San Pedro Rd <i>Los Ranchitos Rd-Golf Ave</i>	1.65	2.28	1.57	37	30	30
Northgate Dr <i>Las Gallinas Ave-Los Ranchitos Rd</i>	2.11	4.56	2.21	28	25	25
Professional Center Pkwy <i>Redwood Hwy-Channing Wy</i>	4.33	4.56	2.21	27	25	25
Redwood Hwy <i>Smith Ranch Rd-4222 Redwood Hwy</i>	0.99	4.56	2.21	37	30	30
<i>4222 Redwood Hwy-Freitas Pkwy</i>	3.32	4.56	2.21	33	25	30
Riviera Dr <i>Pt. San Pedro Rd-Biscayne Dr</i>	4.06	4.56	2.21	29	25	25
Smith Ranch Rd <i>Redwood Hwy-End</i>	1.69	3.59	2.22	39	35	35

Notes: Collision rates are shown in collisions per million vehicle miles; Speed is shown in miles per hour; **Bold text** indicates an increase in the recommended speed limit

Changes to Posted Speed Limits

The two segments with recommendations for increased speed limits are discussed below. Each segment currently has a posted speed of 25 mph and a recommendation to increase the speed limit to 30 mph, based on the analytical findings of this survey combined with engineering judgement.

Los Gamos Road - Lucas Valley Road to End

This roadway had an 85th percentile speed of 33 mph, which is eight mph higher than the existing posted speed limit. However, the apparent speed limit of 35 mph is at the top end of the pace of 25 to 35 mph, and so the proposed speed limit is 30 mph, an **increase of 5 mph**.

Redwood Highway - 4222 Redwood Highway to Manuel T. Freitas Parkway

Though the critical speed was measured at 33 mph, given the above-average collision rate of 3.32 c/mvm and pace of 23 to 33 mph, it is recommended that the speed limit be raised to 30 mph, an **increase of 5 mph**.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAN RAFAEL REGARDING SPEED LIMIT INCREASE ON LOS GAMOS DRIVE AND REDWOOD HIGHWAY PURSUANT TO SECTION 22357 OF THE CALIFORNIA VEHICLE CODE

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

DIVISION 1. FINDINGS.

WHEREAS, pursuant to Section 22357 of the California Vehicle Code, the City of San Rafael has the right to determine that a speed limit greater than 25 miles per hour (mph) on certain streets would facilitate the orderly movement of vehicular traffic and would be reasonable and safe; and

WHEREAS, the speed limit on Los Gamos Drive is now 25 mph and the speed limit on Redwood Highway is 25 mph; and

WHEREAS, engineering and traffic studies have been prepared for Los Gamos Drive and Redwood Highway consistent with Section 627 of the California Vehicle Code that identifies recommended maximum speed limits, and based thereon, the City's Traffic Engineer has determined and recommended that the maximum speed limit on both streets should be increased to 30 mph to facilitate the orderly movement of vehicular traffic, and would be reasonable and safe;

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

DIVISION 2. SPEED LIMIT ESTABLISHED.

The prima facie speed limit on Los Gamos Drive from Lucas Valley Road to the end of Los Gamos Drive (1401 Los Gamos Drive) is hereby increased to 30 mph and shall be effective when appropriate signs giving notice thereof are erected upon the street.

DIVISION 3. SPEED LIMIT ESTABLISHED.

The prima facie speed limit on Redwood Highway from 4222 Redwood Highway to Manuel T. Freitas Parkway is hereby increased to 30 mph and shall be effective when appropriate signs giving notice thereof are erected upon the street.

DIVISION 4. ENVIRONMENTAL REVIEW.

This Ordinance is exempt from environmental review pursuant to the California Environmental

Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15061(b)(3) as it can be seen with certainty that it will not have a significant effect on the environment.

DIVISION 5. PUBLICATION. EFFECTIVE DATE.

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 final passage. 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.

GARY O. PHILLIPS, Mayor

ATTEST:

LINDSAY LARA, City Clerk

The foregoing Ordinance No. _____ was read and introduced at a Regular Meeting of the City Council of the City of San Rafael, held on the ____ day of _____, 2019 and ordered passed to print by the following vote, to wit:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the _____ day of _____, 2019.

LINDSAY LARA, City Clerk

**CITY OF SAN RAFAEL
NOTICE OF PUBLIC HEARING**

You are invited to attend a City Council meeting on the following project:

PROJECT: PROPOSED SPEED LIMIT INCREASE FROM 25 MILES PER HOUR (MPH) TO 30 MPH ON LOS GAMOS DRIVE FROM LUCAS VALLEY ROAD TO END (1401 LOS GAMOS DRIVE) AND REDWOOD HIGHWAY FROM 4222 REDWOOD HIGHWAY TO MANUEL T FREITAS PARKWAY

The City of San Rafael is updating the Engineering & Traffic Surveys so the San Rafael Police Department can enforce by radar gun and so the speed limits can be upheld in court. State law requires jurisdictions to reverify posted speeds every seven years and up to 10 years if a review is performed by a registered engineer and a determination is made that there have been no significant changes to the roadway or traffic conditions. Of the 33 roadway segments that were updated in this round, two are proposed to have a speed limit increase from 25 mph to 30 mph, namely Los Gamos Drive from Lucas Valley Road to end (1401 Los Gamos Drive) and Redwood Highway from 4222 Redwood Highway to Manuel T. Freitas Parkway

It has been determined that there is no possibility that adoption of the proposed ordinance will have a physical impact on the environment, therefore this project is exempt from environmental review under the California Environmental Quality Act (CEQA) under the common-sense exemption in 14 Cal Code Regs. Section 15061.

MEETING DATE Monday, March 4, 2019 at 7:00 P.M.
& LOCATION: San Rafael City Hall – City Council Chambers
1400 Fifth Avenue at "D" Street, San Rafael, CA 94901

WHAT WILL You can comment on the proposed speed limit increases on Los Gamos Drive and Redwood HAPPEN: Highway. The City Council will accept all public testimony and consider whether to adopt the ordinance.

IF YOU CANNOT You can send written correspondence by email to the address below, or by mail/hand delivery ATTEND: to the Public Works Department, City of San Rafael, Attention: Lauren Davini, 111 Morphew Street, San Rafael, CA 94901. You may also mail a letter to Lindsay Lara, City Clerk of San Rafael, PO Box 151560 San Rafael, CA 94915-156, or hand deliver it to her prior to the meeting.

FOR MORE Contact Lauren Davini at (415) 485-3361 or at lauren.davini@cityofsanrafael.org.
INFORMATION:

SAN RAFAEL CITY COUNCIL

/s/ Lindsay Lara
Lindsay Lara
CITY CLERK



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Paul A. Jensen

Prepared by: Paul A. Jensen
Community Development Director

City Manager Approval: _____

AS

TOPIC: GENERAL PLAN 2040

SUBJECT: GENERAL PLAN 2040 PROGRESS REPORT #1

RECOMMENDATION:

Accept report.

BACKGROUND:

The San Rafael General Plan 2040 is well underway and is roughly at the halfway point in the process. This effort has been guided by the General Plan 2040 Steering Committee (Steering Committee), which, to date, has held 11 monthly meetings. The technical consultant team has been hired and their work has commenced.

It is important to keep the City Council and public informed of milestones and actions through the course of the General Plan 2040 process. For this reason, the City Council will receive periodic reports on the progress and actions. These periodic reports will also: a) provide the City Council with an opportunity to weigh-in on the milestones and actions; and b) inform and educate the Council on critical, technical and policy information during this process. To date, the following actions have been taken, which have incorporated the input from and recommendations of the Steering Committee:

1. Guiding Principles- Guiding Principles have been developed to serve as the framework for the General Plan 2040. These principles are presented in the attached graphic (Attachment 1) and have been posted on the General Plan 2040 webpage ([here](#)). The central core of the Guiding Principles is "A Thriving City," which is supported by:
 - a. "Economic Vitality," which addresses, among others, promoting a positive business climate and sustaining a healthy tax base;
 - b. "Housing a Growing Community," which addresses, among others, promoting more housing development and improving housing;

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

- c. “Adapting to the Future,” which includes, among others, preparation for and accommodating climate change;
- d. “Mobility,” which addresses, among others, the management of congestion and improving all modes of travel; and
- e. “Opportunity for All,” which addresses, among others, reducing income inequity, ending homelessness, and improving health and wellness.

The Guiding Principles also recognize “Our Foundation,” the community achievements that have been made, such as open space preservation, creating great neighborhoods, and preserving historic legacy.

- 2. Format - Table of Contents- The format/organization for the General Plan 2040 has been finalized and can be accessed [here](#). While a majority of the current General Plan 2020 elements will be retained and carried over, several elements will be combined (Open Space and Conservation Elements) or renamed (e.g., Circulation Element changed to Mobility Element; Safety Element changed to Resilience Element). A new element, the Education, Wellness and Environmental Justice Element has been added.
- 3. Land Use Categories and Definitions- The draft land use categories and definitions for the Land Use Element can be accessed [here](#). For the most part, the land use categories and definitions are proposed to be carried over from the current General Plan 2020. The following is a summary of major changes:
 - a. For the residential land use categories, the current General Plan 2020 sets limits using “gross density per acre,” which differs from the City’s zoning districts which set limits using “net density per acre.” Gross density includes streets and is about 25-30% lower than net density (which is limited to within the property boundaries). It is not uncommon for a General Plan to use the gross density metric particularly where the community has large undeveloped areas necessitating a planned circulation/street network. However, it is not practical or logical to use the gross density metric for built-out communities. As San Rafael is essentially built out and no new major circulation/street network is planned or proposed, it is logical to switch to the net density metric. This action will make City zoning match the General Plan land use densities.
 - b. A new Downtown land use category is proposed which will cover the Downtown Precise Plan area. The current Downtown land use designations, which originated from the Downtown San Rafael Vision (1993) are proposed to be collapsed into one Downtown land use designation. The Downtown Precise Plan will address the sub-areas for allowable uses and land development standards. For residential development in the Downtown, it is envisioned that density limits (referenced in 3.a above) will be replaced by a range of floor-area-ratio (FAR) standards.
- 4. Land Use Element Goals, Policies and Programs-
 - a. Most of the land use policies and programs of the current General Plan 2020 are proposed to be carried over with minor revisions in formatting and text. However, a number of policies and programs are proposed for revision or expansion to address more current issues such as climate change, sustainability, and circulation/mobility.
 - b. While the current height limits are proposed to be carried over from the General Plan 2020, there are some substantial changes to Land Use Policies LU-17 (Building Heights) and LU-

18 (Height Bonuses). Proposed changes to Policy LU-17 include a provision to allow for an increase in building heights by six feet above the base height limit to mitigate exposure of properties to sea level rise and flooding risks. Regarding Policy LU-18: 1) the height bonuses for Downtown have been removed from the policy and will be specified in the Downtown Precise Plan; 2) an expanded height bonus (from 12 feet to 24 feet) for affordable housing is proposed for the Marin Square property to match the zoning ordinance; 3) a citywide height bonus of 12 feet is proposed for housing projects that are 100% affordable; and 4) the citywide height bonus for hotel uses has been eliminated. Regarding the latter, the current Land Use Element allows a 54-foot height limit for hotel uses outside of Downtown, so it has been determined that an additional height bonus is not necessary.

- c. A new Program LU-19b is proposed to evaluate an overlay zone or “innovation” district to be considered for certain light industrial/office areas in which multi-family residential uses would be conditionally allowed. The current General Plan 2020 Light Industrial/Office land use designation does not permit residential uses. This proposal generated a lot of discussion by the Steering Committee as there are “pro and cons” to this concept. The Steering Committee expressed concerns about use compatibility and the need to preserve the current, local- and regional-serving businesses in these areas.

The proposed Land Use Element policies and programs can be accessed [here](#).

5. Downtown Precise Plan Boundaries-

The boundaries of the Downtown Precise Plan boundaries have been set. The final boundary map is attached (Attachment 2). The boundaries of the Downtown Precise Plan consider and incorporate the following;

- a. All the districts established by the Downtown San Rafael Vision (1993) and included in the current General Plan 2020;
- b. The areas covered by the Downtown San Rafael Station Area Plan (2012), a one-half-mile radius from the SMART rail station and San Rafael Transit Center (with some exceptions such as residential and industrial);
- c. The areas covered by the Downtown Parking & Wayfinding Study (2018); and
- d. Key properties/land uses that are immediately contiguous and integral to Downtown such as Albert Park/B Street Safeway property and Glass & Sash to the south and Montecito Shopping Center to the east.

In addition to the progress reports, staff will periodically bring forward to the City Council major General Plan 2040 policy issues for review and early direction. The intent is to get policy direction from the City Council before technical studies are completed and policy is drafted for Steering Committee review. For example, in early Spring, the City Council will be requested to review and provide direction on circulation and mobility policies required to address changes in State law. As previously reported, by 2020, State law requires that the City transition from using the current level of service (LOS) traffic methodology to a “vehicle miles traveled” (VMT) traffic methodology for circulation planning. A “white paper” on VMT is being prepared by Fehr & Peers, transportation consultants. This white paper will be presented to the City Council along with specific policy questions.

ANALYSIS:

As this is a progress report, there is no analysis of the above issues and topic areas. However, this report provides an opportunity for the City Council to comment on the progress and the direction of the work to date.

COMMUNITY OUTREACH:

As this is a progress report, there was no formal noticing for this item. However, notice of this report has been posted on the General Plan 2040 [meetings and events webpage](#).

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDED ACTION:

Accept report.

ATTACHMENTS:

1. Final Guiding Principles
2. Final Boundary Map for Downtown Precise Plan Area

ATTACHMENT 1

Draft General Plan 2040

GUIDING PRINCIPLES



ATTACHMENT 2

Draft General Plan 2040

DOWNTOWN PRECISE PLAN BOUNDARIES

