



SAN RAFAEL CITY COUNCIL – MONDAY, SEPTEMBER 16, 2019

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

AGENDA

OPEN SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL – 6:00 PM

1. Mayor Phillips to announce Closed Session item.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL – 6:00 PM

2. Closed Session:
 - a. Conference with Labor Negotiators – Government Code §54957.6
Lead Negotiator: Burke Williams & Sorensen LLP
Negotiating Team: Charles Zuver, Tim Davis, Shibani Nag, Susan Andrade-Wax, Kelly Albrecht, Nadine Hade, Cristine Alilovich, Jim Schutz
Employee Organizations: SEIU – Child Care Unit

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. **Los Ranchitos Road at North San Pedro Road Traffic Signal**
Resolution Approving and Authorizing the City Manager to Execute a Maintenance Agreement with the County of Marin for Maintenance of the Traffic Signal at the Intersection of Los Ranchitos Road and North San Pedro Road (PW)
Recommended Action – Adopt Resolution

b. Revocable License Agreement with SMART

Resolution Approving and Authorizing the City Manager to Execute a Revocable License Agreement with the Sonoma-Marín Area Rail Transit (SMART) District (PW)
Recommended Action - Adopt Resolution

c. FEMA Hazard Mitigation and Pre-Disaster Mitigation Grant Funds

Resolution Authorizing Designated City Employees to Execute and File on Behalf of the City of San Rafael All Assurances and Agreements Required to Accept and Manage Funds of All Open and Future Disasters and Grants Up to Three Years from Date of Approval (PW)
Recommended Action - Adopt Resolution

d. Senate Bill 2 Planning Grants Program

Resolution Authorizing Application For, and Receipt of, SB 2 Planning Grants Program Funds; Case No. P19-04 (CD)
Recommended Action - Adopt Resolution

OTHER AGENDA ITEMS:

5. Other Agenda Items:

a. Gun Control and Safety

Informational Report Relating to Gun Control and Safety Measures (CM)
Recommended Action - Accept report and provide feedback to staff

b. Update on SMART Extension to Larkspur

Informational Update Regarding the Sonoma-Marín Area Rail Transit (SMART) Construction Project to Extend Service Through Downtown San Rafael to Larkspur (PW)
Recommended Action - Accept report

c. Library and Recreation Personnel Changes

Resolution Approving and Authorizing the City Manager to Delete the Library Director Classification and Add the Assistant Library and Recreation Director Classification (LR)
Recommended Action - Adopt Resolution

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

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

6. 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) 485-3066 (voice), emailing Lindsay.lara@cityofsanrafael.org or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request. 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 AGENDA REPORT

Department: Public Works

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

City Manager Approval: _____

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

File No.: 18.04.03

TOPIC: LOS RANCHITOS ROAD AT NORTH SAN PEDRO ROAD TRAFFIC SIGNAL

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AGREEMENT WITH THE COUNTY OF MARIN FOR MAINTENANCE OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF LOS RANCHITOS ROAD AND NORTH SAN PEDRO ROAD

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a maintenance agreement with the County of Marin for maintenance of the traffic signal at the intersection of Los Ranchitos Road and North San Pedro Road.

BACKGROUND: In 1990, the City installed a traffic signal system at the intersection of Los Ranchitos Road and North San Pedro Road. Los Ranchitos Road is located within the County of Marin (County) while North San Pedro Road is a City street. Following installation of the traffic signal, no maintenance agreement was formalized between the County and City. County and City staff now desire to enter into a maintenance agreement to identify roles and responsibilities for maintenance of the traffic signal.

ANALYSIS: Since 1990, the City has maintained the traffic signal and borne the costs of maintenance accordingly. As this traffic signal is already included in the City's list of City-maintained signals, the City has agreed to continue being the lead agency providing maintenance.

Maintenance of the City's traffic signal system is performed by a third-party electrical contractor and includes quarterly, semi-annual, and annual inspections of each traffic signal. Routine maintenance for these visits is approximately \$500 per year per traffic signal. Furthermore, the electrical contractor aids with unanticipated items and/or repairs including responding to emergency calls, knockdown of signal poles, and troubleshooting. The costs associated with unanticipated maintenance varies by intersection each year but may range between \$500 for the contractor's time to troubleshoot problems to several thousand dollars depending on the nature of the work involved. After reviewing PG&E invoices, the estimated annual costs of electricity to power the signal is \$500.

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

The County and City have agreed to cost share traffic signal maintenance and electricity on a 50/50 basis. Cost sharing with the County will take effect upon execution of a maintenance agreement.

FISCAL IMPACT: The County and City have agreed to cost share traffic signal maintenance and electricity on a 50/50 basis. This will result in a 50 percent reduction in City expenses associated with traffic signal maintenance at this intersection. The City's portion of traffic signal maintenance at this location will continue to be paid for from Gas Tax Funds (fund no. 206).

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

1. Adopt a resolution authorizing the City Manager to execute a maintenance agreement with the County of Marin for maintenance of the traffic signal at the intersection of Los Ranchitos Road and North San Pedro Road.
2. Do not adopt a resolution and provide further direction to staff. If the maintenance agreement is not executed, the City will continue to maintain the traffic signal to ensure the public's safety, but without any reimbursement for expenses from the County.

RECOMMENDED ACTION: Adopt a resolution approving and authorizing the City Manager to execute a maintenance agreement with the County of Marin for maintenance of the traffic signal at the intersection of Los Ranchitos Road and North San Pedro Road.

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
MAINTENANCE AGREEMENT WITH THE COUNTY OF MARIN FOR MAINTENANCE
OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF
LOS RANCHITOS ROAD AND NORTH SAN PEDRO ROAD**

WHEREAS, the intersection of Los Ranchitos Road is within the County of Marin's (County) jurisdiction and North San Pedro Road is within the City's jurisdiction; and

WHEREAS the City has previously paid the full cost of traffic signal maintenance at this intersection; and

WHEREAS the County has agreed to share traffic signal maintenance costs; and

WHEREAS, City and County agree that the City will continue to perform maintenance of the traffic signal; and

WHEREAS, City agrees to pay one-half and County agrees to pay one-half of maintenance expenses.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN
RAFAEL RESOLVES** as follows:

1. The Council hereby approves and authorizes the City Manager to execute a maintenance agreement with the County of Marin for maintenance of the traffic signal at the intersection of Los Ranchitos Road and North San Pedro Road on the terms stated in this Resolution, subject to final approval as to form by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 16th day of September 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**NORTH SAN PEDRO ROAD AT LOS RANCHITOS ROAD
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2019, by and between County of Marin, hereinafter referred to as "COUNTY" and the City of San Rafael, hereinafter referred to as "CITY", for the maintenance of the traffic signal located at the intersection of North San Pedro Road and Los Ranchitos Road in San Rafael, Marin County, hereinafter sometimes referred to as the "TRAFFIC SIGNAL".

WHEREAS, at the intersection of North San Pedro Road and Los Ranchitos Road, Los Ranchitos Road is within the COUNTY's jurisdiction and North San Pedro Road is within the CITY's jurisdiction such that the COUNTY has jurisdiction over two legs/approaches of the intersection while the CITY has jurisdiction over one leg of the intersection; and

WHEREAS, the CITY has been maintaining the traffic signal at the intersection of North San Pedro Road and Los Ranchitos Road since its installation in 1990 pursuant to an informal understanding with the COUNTY and the parties now wish to formalize their AGREEMENT concerning that maintenance; and

WHEREAS, as part of the TRAFFIC SIGNAL operations, CITY and COUNTY agree that the CITY will perform maintenance of the TRAFFIC SIGNAL as herein described; and

WHEREAS, any associated traffic signal connections, coordination, timing changes, or improvements associated with Sonoma-Marín Area Rail Transit (SMART) operations will continue to be maintained by and at the cost of the CITY or SMART, as they mutually agree; and

WHEREAS, COUNTY agrees to compensate CITY in accordance with the terms of this AGREEMENT;

NOW THEREFORE, COUNTY and CITY mutually agree as follows:

1. This AGREEMENT shall be in effect in perpetuity unless modified or terminated by mutual AGREEMENT in writing by both parties.
2. CITY shall pay the cost of electric current required to operate the TRAFFIC SIGNAL. COUNTY will reimburse CITY for 1/2 (one-half) of electrical cost to operate the TRAFFIC SIGNAL.
3. CITY shall provide all maintenance required for TRAFFIC SIGNAL including routine maintenance, non-routine maintenance and emergency

repairs. CITY currently contracts out traffic signal maintenance to a licensed electrical contractor and may continue to contract out these services.

A. ROUTINE MAINTENANCE. Routine maintenance shall include, without limitation hereby, a short interval service and annual service as outlined herein, and the annual replacement of TRAFFIC SIGNAL bulbs or cleaning of the faces of LED indications.

I. CITY shall replace TRAFFIC SIGNAL LED bulbs as necessary in accordance with proper wattage for TRAFFIC SIGNAL.

II. CITY shall maintain a written record of the date and time of all routine maintenance and provide COUNTY with a copy thereof upon request.

B. NON-ROUTINE MAINTENANCE. Non-routine maintenance shall be defined as all work not included in routine maintenance which is necessitated by TRAFFIC SIGNAL malfunctioning or not operating as planned (including any indication outages). CITY shall maintain a written record of the date and time of all non-routine maintenance and provide COUNTY with a copy thereof upon request, along with itemized statements as required in this AGREEMENT.

C. EMERGENCY MAINTENANCE. CITY shall also provide all emergency maintenance and repairs required for TRAFFIC SIGNAL. Emergency repairs shall include responding to a reported malfunctioning or damaged TRAFFIC SIGNAL. Emergency calls will be paid under non-routine maintenance. Emergency calls shall be performed in accordance with the following:

I. The response by CITY to an emergency call shall be initiated within two (2) hours of receipt of notifications.

II. Any damaged or inoperative signal shall not be left unattended. The signal may be placed on flashing status control while repairs are being completed.

III. CITY shall be responsible for notifying the appropriate police/sheriff departments in the event that emergency traffic control is needed.

IV. CITY shall maintain records and provide reports about emergency calls. A log of all emergency calls shall be maintained

for a minimum of three years by CITY and shall indicate the following:

- a. Name of person or agency reporting
- b. Location
- c. Nature of complaint
- d. Time and Date of notification
- e. Time and date of response
- f. Action taken

4. CITY will inform COUNTY when alterations to existing signal installations are made, except in case of emergency when TRAFFIC SIGNAL is out of operation.

5. CITY shall keep a record of all hours of labor and all hours of equipment used in maintaining and repairing the TRAFFIC SIGNAL and will submit an itemized statement for each written report attached to an executed claim voucher. CITY shall bill COUNTY annually at the beginning of each calendar year for reimbursement of COUNTY's share of electric costs under Section 2 and COUNTY's share of costs (as set forth in Section 6) for routine, non-routine and emergency maintenance described in Section 3 for the previous year.

6. COUNTY shall pay CITY for 1/2 (one-half) of the cost for routine, non-routine and emergency maintenance and repairs based on the actual hours of labor and equipment used. The rates shall be based on those specified in the traffic signal maintenance contract between CITY and its traffic signal electrical contractor in effect during the applicable year. Rates used for work on the TRAFFIC SIGNAL shall be the same as generally applied to work on other signals in the CITY.

7. COUNTY hereby grants CITY and CITY's contractors the right to enter upon COUNTY right-of-way as reasonably necessary for the performance of the work described in this AGREEMENT.

8. Mutual Indemnity and Insurance.

8.1 Claims Arising from Sole Acts or Omissions of CITY. CITY does hereby agree to defend, indemnify and hold harmless COUNTY from and against any third-party claim, demand, action or cause of action arising solely out of the acts or omissions of CITY in the performance of this AGREEMENT. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

8.2 Claims Arising from Sole Acts or Omissions of COUNTY. COUNTY does hereby agree to defend, indemnify and hold harmless CITY from and against any third-party claim, demand, action or cause

of action arising solely out of the acts or omissions of COUNTY in the performance of this AGREEMENT. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

8.3 Claims Arising from Concurrent Acts or Omissions. COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself from any claim, action or proceeding alleged to have arisen out of the concurrent acts or omissions of COUNTY and CITY. In such cases, COUNTY and CITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 8.4 below.

8.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and CITY shall be entitled to reimbursement and/or reallocation of defense costs including reasonable attorneys' fees, settlement payments, judgments and awards, consistent with such comparative fault.

8.5 Insurance

In addition, CITY shall require that any contractor utilized by CITY for any traffic signal maintenance covered by this AGREEMENT, and any of such contractor's subcontractors, obtain and maintain insurance meeting the following minimum requirements:

A. Workers' compensation insurance as per statutory requirements and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

B. Commercial general liability insurance covering bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Said commercial general liability insurance policy shall be endorsed as follows:

I. The CITY and COUNTY and their respective officers and employees shall be named as additional insureds for all liability arising out of the on-going and completed operations related to this AGREEMENT by or on behalf of the named insured.

II. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than

one insured shall not operate to increase the limits of the company's liability.

III. The insurance provided shall be primary and non-contributory coverage to the CITY and COUNTY with respect to any insurance or self-insurance programs maintained by the CITY and COUNTY.

C. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

8.6 Each policy of insurance required above shall be with a company holding a certificate of authority issued by California State Insurance Commissioner to do business in the state.

8.7 Each policy of insurance required above shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the CITY'S Public Works Director and the COUNTY'S Department of Finance.

8.8 Properly executed endorsements and Certificates of Insurance clearly evidencing all coverages and limits required above shall be submitted to the CITY'S Public Works Director and COUNTY'S Department of Finance prior to the performance by such contractor or subcontractor of any traffic signal maintenance work covered by this AGREEMENT.

9. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

10. This AGREEMENT contains the entire AGREEMENT between the parties. This AGREEMENT shall only be amended by an instrument in writing executed by both parties.

| | |
|-------------------|------------------------------|
| County of Marin: | City of San Rafael: |
| <hr/> | <hr/> |
| Print Name | Print Name Jim Schutz |
| | City Manager |

| | |
|---|-------------------------------------|
| Approved as to form: | |
| | |
| Print Name | Print Name Robert F. Epstein |
| County of Marin, Deputy County Counsel | San Rafael City Attorney |



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: _____

File No.: 18.06.52

TOPIC: REVOCABLE LICENSE AGREEMENT WITH SMART

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REVOCABLE LICENSE AGREEMENT WITH THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a revocable license agreement with the Sonoma-Marine Area Rail Transit District (SMART) so that the City can take over maintenance of the roadway preparatory to the establishment of a Quiet Zone at the Jacoby Street railroad crossing.

BACKGROUND: In August 2017, SMART commenced passenger service between Santa Rosa and San Rafael. Concurrent with SMART's launching of passenger service, the City, partnering with other local jurisdictions, implemented a Quiet Zone from Novato to Downtown San Rafael. A Quiet Zone allows the train operator to refrain from blowing the horn at roadway and pedestrian crossings except for when the train leaves a station or when the train operator determines an emergency or safety hazard exists.

SMART has been constructing their track extension to Larkspur for over a year. Construction is substantially complete, and SMART began testing of the Larkspur Extension line between Downtown San Rafael and Larkspur on August 23, 2019. As required by federal law, the train operator must blow the locomotive horn at each roadway and pedestrian crossing unless and until a Quiet Zone is implemented. Certain safety mechanisms, such as medians and quad gates, are required to qualify for a Quiet Zone and SMART has installed these safety mechanisms as part of the Larkspur Extension construction. Bells at crossings are required to sound regardless of the establishment of a Quiet Zone.

ANALYSIS: Federal law requires that a Quiet Zone start and end at a public roadway crossing the railroad tracks. Located off Jacoby Street, on SMART property, is a private road crossing the railroad tracks. As a private crossing, this intersection cannot terminate the Quiet Zone and therefore, the train horn would need to sound at this intersection. To provide a continuous Quiet Zone throughout all of San Rafael, the Jacoby Street crossing must be converted to a public

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

crossing. In order to qualify as a public crossing, the crossing must be owned by a public entity (SMART) and it must be maintained by the public entity responsible for traffic control or law-enforcement at the public highway-rail grade or pedestrian crossing (City). Because of these requirements, the City proposes to enter into a revocable license agreement with SMART such that the City agrees to maintain the roadway at the railroad crossing and thus qualify it as a public crossing. SMART and the City have agreed upon a form of revocable license agreement (Attachment 2) and staff requests the Council authorize execution of the agreement subject to final approval as to form by the City Attorney.

FISCAL IMPACT: Maintenance expenses associated with the revocable license agreement will vary year to year depending on the nature of the work to be performed. Routine maintenance items, such as debris removal or minor asphalt work, can be performed in-house by Public Works staff at minimal expense. Other larger capital improvements will be planned for and executed as part of the annual Capital Improvement Program (CIP).

It is anticipated that this short stretch of roadway will have minimal use. As such, it is anticipated that expenses to maintain the roadway will be minimal. Maintenance expenses associated with this agreement will be paid for from Gas Tax Funds (fund no. 206).

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

1. Adopt a resolution authorizing the City Manager to execute a revocable license agreement with SMART for roadway maintenance preparatory to the establishment of a Quiet Zone at the Jacoby Street railroad crossing.
2. Do not adopt a resolution and provide further direction to staff. If the revocable license agreement is not executed, the Jacoby Street crossing will not be considered a public crossing and thus ineligible for inclusion in the Quiet Zone.

RECOMMENDED ACTION: Adopt a resolution approving and authorizing the City Manager to execute a revocable license agreement with the Sonoma-Marín Area Rail Transit District (SMART) so that the City can take over maintenance of the roadway preparatory to the establishment of a Quiet Zone at the Jacoby Street railroad crossing.

ATTACHMENT:

1. Resolution
2. Draft Revocable License Agreement, with Exhibit A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
REVOCABLE LICENSE AGREEMENT WITH THE SONOMA-MARIN AREA RAIL
TRANSIT DISTRICT**

WHEREAS, in August 2017, the Sonoma-Marín Area Rail Transit District (SMART) commenced passenger service between Santa Rosa and San Rafael; and

WHEREAS, SMART anticipates beginning passenger service from Downtown San Rafael to Larkspur in late 2019 as part of the Larkspur Extension; and

WHEREAS, the City desires to establish a Quiet Zone for the Larkspur Extension, including the now-present private crossing at Jacoby Street; and

WHEREAS, in order to establish a Quiet Zone at the Jacoby Street crossing, that crossing, privately owned by SMART, must be changed from a private crossing to a public crossing; and

WHEREAS, to convert the private crossing at Jacoby Street to a public crossing the City proposes to enter into a revocable license agreement with SMART that will make the City liable for maintenance of the roadway at the crossing;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The Council hereby approves and authorizes the City Manager to execute a revocable license agreement with SMART for roadway maintenance at the Jacoby Street railroad crossing, preparatory to the establishment of a Quiet Zone at the Jacoby Street crossing, in a form approved by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 16th day of September 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("License"), is entered into as of this ____ day of _____, 201____, ("Effective Date"), by and between the Sonoma-Marín Area Rail Transit District, a public agency, ("Licensor"), and the City of San Rafael, a California charter city, ("Licensee").

RECITALS

- A. Licensor is the owner of that certain real property identified by Marin County Assessor's Parcel Numbers 018-141-03, -04 and -05, which is located along the west side of Jacoby Street, between Auburn Street and the CalPark railroad tunnel, in the City of San Rafael, County of Marin, State of California, described as follows (the "Property"):

[Insert Legal Description]

- B. Licensee desires to obtain a license from Licensor to maintain a portion of the roadway near railroad milepost 15.64 to operate a roadway and provide access to a multi-use path running along the east side of Licensor's railroad, as shown on the attached Exhibit "A".
- C. Licensee is willing to assume all the maintenance and repair cost of the roadway.
- D. Licensor is willing to grant a license to Licensee on the terms and conditions hereinafter set forth.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor grants to Licensee, subject to the conditions and covenants of this License, a revocable license for the purpose of operating, maintaining and repairing a roadway in the location described and shown in Exhibit "A" (the "Roadway") for the purposes of establishing a Quiet Zone and to provide access to a multi-use path. No other use of the Property is permitted hereunder.
2. **NONEXCLUSIVENESS OF LICENSE.** This License is nonexclusive. Licensor shall continue to control the Property, including, without limitation, the right to issue additional leases, sub-leases, permits and licenses.
3. **PRIOR RIGHTS.** This grant is made subject and subordinate to the prior and continuing right and obligation of Licensor, its successors and assigns, to use the Property in the performance of its transportation obligations. There is reserved unto Licensor, its successors and assigns, the right to construct, reconstruct, maintain, operate and use existing and future transportation, communication, railroad track and pipeline facilities

and appurtenances in, upon, over, under, across and along the Property.

4. TERM OF LICENSE. Subject to Section 22 "Condition of Effectiveness", the term of this License shall commence on the Effective date and shall continue until it is terminated as provided in Section 6.
5. LICENSE FEE. Upon execution of this License, Licensee shall pay Licensor an annual license fee of \$ N/A.00 (Fee is waived as consideration of Licensee's duties and obligations assumed herein)
6. TERMINATION OF LICENSE. This License shall be terminated upon one of the following occurrences, whichever is earliest:
 - a. Notice. Either party may terminate this License by giving the non-terminating party at least thirty (30) calendar days advance written notice.
 - b. Licensor Rights: Licensor shall retain complete and unfettered discretion to terminate this license and may move, close or relocate the Roadway.
 - c. Abandonment. The License shall be deemed terminated upon Licensee's discontinuance of maintenance of the Roadway for one continuous year or abandonment or removal of the Roadway.
 - d. Default by Licensee. If Licensee defaults with respect to any obligation, covenant or condition of this License and fails to correct the default within thirty (30) days after receipt of notice from Licensor to do so, Licensor may immediately terminate this License by notice to Licensee.
 - e. Survival of Obligations. Licensee's duties and obligations set for in Section 7 "Property Restoration", Section 11 "Hazardous Materials", 12 "Assumption of Risk" and 13 "Indemnity", below, shall survive termination of this License.
7. PROPERTY RESTORATION. Upon termination of the License, Licensee shall, at its sole cost and within thirty (30) days after the date the License is deemed terminated, remove and repair any improvements, changes, or damages to the Roadway caused by Licensor's activities on the Roadway pursuant to this License. Licensee further agrees to take all necessary action or steps (including filing applications with the California Public Utilities Commission and/or Federal Railroad Administration) to revert the Roadway and crossing to a "private crossing" and terminate its designation as a "public crossing" for all purposes. If Licensee fails to restore the Roadway or its crossing designation, Licensor may perform the work, at the sole cost and expense of the Licensee, which expense Licensee agrees to pay to Licensor upon demand.

8. WORKING PROCEDURES, REPAIR AND MAINTENANCE.

- a. Cost of Work. Licensee shall bear the entire cost and expense of permitting, reconstructing, operating, maintaining and repairing the Roadway on the Property.
- b. Non-Interference with Licensor Operations. Licensee agrees that all work upon or in connection with the Roadway shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of the Licensor, its tenants or licensees.
- c. Licensor Approval of Work Plans. The plans for reconstructing or maintaining the Roadway shall be subject to the approval of Licensor. Approval by Licensor shall not constitute a warranty by Licensor that such plans conform with applicable federal, state and/or local laws, codes and regulations.
- d. Licensee to Obtain Right of Entry from Licensor for Work. Licensee agrees to obtain from Licensor a Right-of-Entry Permit to enter upon the Property for the performance of any work. Licensee may designate a contractor to perform such work, in which case the contractor shall also be named on Licensee's Right-of-Entry Permit from Licensor.
- e. Advance Notice of Work. Licensee agrees to give Licensor and Operator fifteen (15) calendar days' written notice prior to commencement of any work on the Roadway.
- f. Work Performance Standards. All work by Licensee upon the Property shall be performed in a good and worker-like manner satisfactory to Licensor, and shall comply with, but not be limited to, the following work standards:
 - 1) Underground Facilities. Prior to ANY excavation or drilling activity, Licensee shall explore the existence of pipelines or other structures beneath the Property, with hand tools to a depth of at least eight feet (8') below the surface of the ground, and use suitable detection equipment prior to drilling or excavating with mechanized equipment. Absence of markers does not constitute a warranty by Licensor of no subsurface installations. It shall be Licensee's sole responsibility to determine the existence of any underground facilities.
 - 2) Compliance with Licensor Instructions for Work. Licensee shall comply with the regulations and/or instructions of Licensor relating to the proper manner of protecting the tracks at or near the Roadway.
 - 3) Protective Measures. Licensee shall take protective measures necessary to keep Licensor's facilities, including track, free of sand or debris resulting from its operations.

9. WORK AT COST OF LICENSEE.

- a. Labor and Materials. Licensee shall fully pay for all materials joined or affixed to the Property pursuant to this License and shall pay in full all persons who perform labor on the Property at Licensee's request.
- b. Liens. As Licensor is a public entity, its Property is not subject to mechanic's or materialman's liens, and nothing in this License shall be construed to make the Property subject to such liens. However, Licensee shall immediately cause them to be removed at Licensee's own expense.
- c. Quiet Zone Improvements. Licensee shall be solely responsible for the cost and expense for any additional improvements needed for establishing or continuing the City's Quiet Zone designation. SMART does not, by this Agreement, agree or undertake any duty to pay or incur any cost or contribute monetarily to their design or installation.
- d. Licensor Costs. Licensee agrees to reimburse Licensor for the cost and expense to Licensor of furnishing any materials or performing any labor in connection with the construction, operation or maintenance of the Roadway during the term of this License, including but not limited to, the furnishing of security persons, flaggers and inspectors as Licensor reasonably deems necessary. Said reimbursement shall be paid by Licensee to Licensor within thirty (30) days after presentation of an invoice.

10. MAINTENANCE OF ROADWAY. Licensee agrees to keep the Roadway in good and safe condition, free from waste. If Licensee fails to keep the Roadway in a good and safe condition, free from waste, then Licensor may terminate this License pursuant to Section 6(d) "Default by Licensee", above, without limiting its remedies.

11. HAZARDOUS MATERIALS.

- a. No hazardous material on the Property. Other than minor amounts of materials necessary for the work to be performed on the Roadway, no hazardous materials shall be handled by Licensee or Licensee's agents at any time upon the Property.

12. ASSUMPTION OF RISK.

- a. Licensor's Facilities and Operations. Licensee, at its sole expense, shall repair or replace any of Licensor's facilities and/or operations damaged as a result of Licensee's operation, maintenance or repair of the Roadway. If Licensee fails timely to do so, Licensor may perform such repairs or replacements, at Licensee's sole cost and expense, which Licensee shall pay to Licensor promptly upon

demand.

- b. Licensee's Use of Property. Licensee shall assume all risk of damage to any property of the Licensee, or any property under the control or custody of the Licensee incident to the operation or maintenance of the Roadway. Licensee releases Licensor from any liability, including claims for damages or extra compensation, arising from construction delays due to Licensor's transportation operations.
 - c. Licensor makes no warranty or representation, express or implied, or arising by operation of law, including but in no way limited to, any condition, habitability, usability, merchantability, applicability of a Quiet Zone or fitness for a particular purpose of the Roadway.
13. INDEMNITY. Licensee shall release, defend (with counsel reasonably satisfactory to Licensor) and indemnify Licensor, its successors and assigns, any railroad company operating on the Property, and their respective directors, officers, employees and agents (collectively "Indemnitees") from and against all liability, cost and expense for loss of, or damage to, property and for injuries to, or death of, any person (including but not limited to the property and employees of each party) when arising out of or resulting from the operation, maintenance or repair of the Roadway by Licensee, its agents, employees, contractors, subcontractors or invitees, or Licensee's breach of these provisions. The duty of Licensee to indemnify and save harmless the indemnitees includes the duties to defend as set forth in Section 2778 of the California Civil Code. It is the express intent of the parties under this Section 11 that Licensee will indemnify and hold harmless the Indemnitees from any and all claims, suits, or actions arising from any cause whatsoever as set forth above, other than the sole active negligence, willful misconduct or criminal acts of the Indemnitees.

This indemnity shall survive termination of this License. It is the intention of the parties that, should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

14. INSURANCE. Licensee shall provide Licensor with satisfactory evidence that Licensee maintains in full force and effect, at its sole cost and expense:
- a. Comprehensive General Liability Insurance, or, if self-insured maintains excess liability coverage, in the amount of _____. Licensee shall remove any exclusion relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its general liability coverage for both the self-insured and excess policies; and
 - b. Worker's Compensation insurance and Employers' Liability Insurance, or if self-insured maintains excess liability coverage, in accordance with the laws of the State of California. Licensee shall insure the procurement and maintenance of such insurance by all contractors or subcontractors engaged on any such work.

- c. Proof of Insurance. Prior to entering onto the Property for any work or maintenance, Licensee shall comply with all the requirements of the Right-Of-Entry including filing Certificates of Insurance with Licensor evidencing the required coverages and endorsements.
15. **COMPLIANCE WITH LAWS.** Licensee shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders with respect to the use of the Property, regardless of when they became or become effective, including without limitation, those relating to Quiet Zones, signage, and safety. Licensee shall also obtain, at Licensee's expense, any and all permits required for the operation and maintenance of the Roadway.
16. **NOTICES.** All notices required or permitted to be given under this License shall be in writing and mailed, postage prepaid, by certified or registered mail, return receipt requested, or by personal delivery to the addresses indicated below or at such other place or places as either Licensor or Licensee may, from time to time, respectively, designate in a written notice given to the other.

TO LICENSOR: Real Estate Manager
Sonoma-Marin Area Rail Transit District
5401 Old Redwood Highway, Ste. 200
Petaluma, CA 94954

And in emergencies to:

Telephone No: _____
Email: _____

TO LICENSEE: Public Works Director
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

And in emergencies to:

Telephone No: _____
Email: _____

17. **SUCCESSORS AND ASSIGNS.** The License granted herein is personal to Licensee (including Licensee's officers, employees, agents, and volunteers) and no right hereunder may be assigned or sublet, in whole or in part, and Licensee shall not permit any other person, firm, corporation or the public, to use, in whole or in part, any of the rights or

privileges granted pursuant to this License without first obtaining the written consent of Licensor. Licensor may withhold its consent for any reason.

18. **NO WAIVER.** No waiver of any default or breach of any covenant of this License by either party shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated. Waivers of any covenant, term or condition by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
19. **SEVERABILITY.** Each provision of this License is intended to be severable. If any term or provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this License and shall not affect the validity of the remainder of this License.
20. **ATTORNEYS' FEES.** If any legal proceeding should be instituted by either of the parties to enforce the terms of this License or to determine the rights of the parties under this License, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees.
21. **NO GIFT OR DEDICATION TO THE PUBLIC.** The License is not intended and shall not be construed as a dedication of the Roadway for public use or for any public purpose whatsoever, it being the intention of the parties hereto that this License shall be limited to and for the purposes herein expressed, and the parties shall take whatever steps may be necessary to avoid such dedication.
22. **CONDITION OF EFFECTIVENESS.** As a condition precedent to the effectiveness of this License, Licensee shall have a site-specific plan for the operation and maintenance of the Roadway approved by Licensor and provided satisfactory proof of insurance as required herein.
23. **INTEGRATION.** This License constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this License, whether or not such prior terms and agreements are fully expressed herein. Any modification of or addition to this License must be in writing, signed by both parties.
24. **LICENSEE TO ACT IN INDEPENDENT CAPACITY.** Licensee, its officers, agents and employees shall act in an independent capacity and shall not represent themselves to be or be constructed to be offices, agents or employees of Licensor.
25. **LICENSE NOT A LEASE.** This License does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Property expressly and specifically described herein. Licensee disclaims any interest that, when coupled with the license herein granted, would render it irrevocable.

- 26. TIME OF ESSENCE. Time is and shall be of the essence of this License and of each and every provision contained in this License.
- 27. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this License shall be construed to create and the parties do not intend to create any rights in third parties or the Public.
- 28. RELATIONSHIP. The parties intend by this License to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise or any business relationship other than that of licensor and licensee.
- 29. CAPTIONS. The captions in this License are for convenience only and are not a part of this License. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties have executed this Revocable License Agreement as of the Effective Date by their duly authorized representatives.

LICENSOR:

LICENSEE:

SONOMA-MARIN AREA RAIL
TRANSIT DISTRICT

CITY OF SAN RAFAEL

By: _____
Farhad Mansourian, General Manager

By: _____
Jim Schutz, City Manager

ATTEST:

ATTEST:

By: _____
Letitia Ross-Mendoza
Clerk of the Board of Directors

By: _____
Lindsay Lara, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
District Counsel

By: _____
Robert F. Epstein, City Attorney

EXHIBIT A

DRAFT

Road

(15 PM 94)
(PAR. ONE)

CURVE DATA

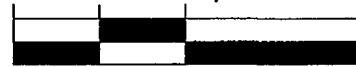
| No. | Radius | Delta | Arc Length |
|-----|----------|-------------|------------|
| 1 | R=15.00' | D=92°45'03" | L=24.28' |
| 2 | R=41.00' | D=93°17'39" | L=66.76' |
| 3 | R=30.00' | D=61°55'31" | L=32.42' |
| 4 | R=30.00' | D=39°02'52" | L=20.45' |
| 5 | R= 9.50' | D=89°20'14" | L=14.81' |
| 6 | R=18.02' | D=41°46'24" | L=13.14' |
| 8 | R=41.00' | D=84°06'55" | L=60.19' |

LEGEND

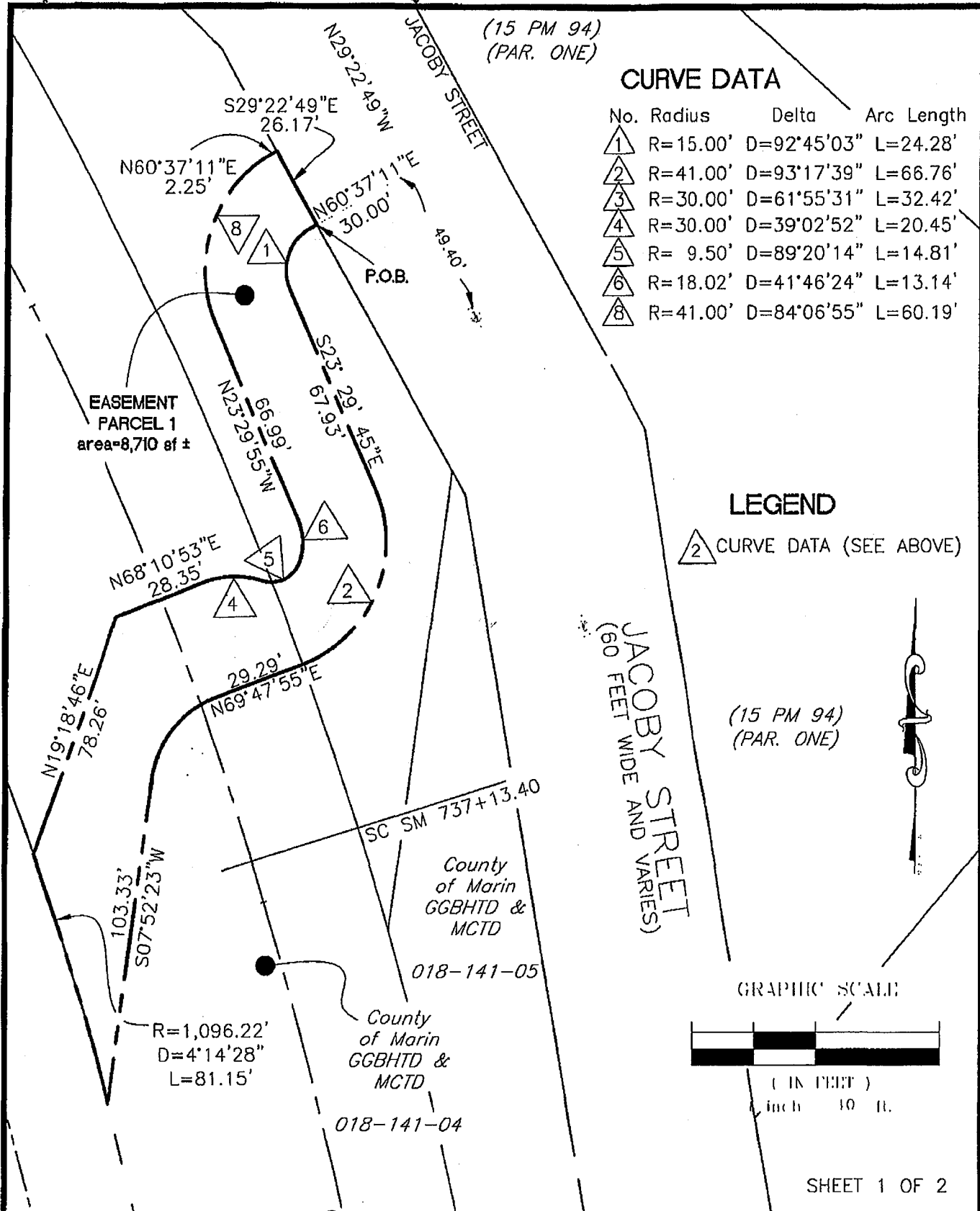
△ CURVE DATA (SEE ABOVE)

(15 PM 94)
(PAR. ONE)

GRAPHIC SCALE



SHEET 1 OF 2



EASEMENT
PARCEL 1
area=8,710 sf ±

P.O.B.

JACOBY STREET
(60 FEET WIDE AND VARIES)

County
of Marin
GGBHTD &
MCTD

018-141-05

County
of Marin
GGBHTD &
MCTD

018-141-04

CAL PARK PHASE B

PCL 1 INGRESS /EGRESS EASEMENT
MULTI-USE PATH

SAN RAFAEL

MARIN COUNTY

CALIFORNIA

URS



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: _____

A handwritten signature in black ink, appearing to be the initials "AS" or similar, written over a horizontal line.

TOPIC: FEMA HAZARD MITIGATION AND PRE-DISASTER MITIGATION GRANT FUNDS

SUBJECT: RESOLUTION AUTHORIZING DESIGNATED CITY EMPLOYEES TO EXECUTE AND FILE ON BEHALF OF THE CITY OF SAN RAFAEL ALL ASSURANCES AND AGREEMENTS REQUIRED TO ACCEPT AND MANAGE FUNDS OF ALL OPEN AND FUTURE DISASTERS AND GRANTS UP TO THREE YEARS FROM DATE OF APPROVAL

RECOMMENDATION: Adopt a resolution adding the Director of Public Works to the Designation of Applicant's Agent List on California Governor's Office of Emergency Service's (Cal OES) Form 130.

BACKGROUND: The Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) requires local governments to develop and adopt pre-disaster mitigation plans. To satisfy grant requirements under the DMA, [State of California Governor's Office of Emergency Services](#) (Cal OES) requires that the City Council authorize, by adoption of a resolution, specified staff to act on behalf of the City for all actions related to the grant. Based on staff responsibilities in grants and financial management involving homeland security, fire prevention, and law enforcement, three listed positions (Finance Director, Fire Chief, and Emergency Management Coordinator) were selected as the most appropriate to execute the required documents for and on behalf of the City.

On [April 15, 2019](#), the City Council adopted a resolution authorizing the Finance Director, Fire, and Emergency Management Project Manager to execute all documents required to accept and obtain hazard mitigation and pre-disaster mitigation grant funding.

ANALYSIS: Since the April 15, 2019 City Council meeting, it has become necessary to add the Director of Public Works to the Designated Applicants agent list on Cal OES Form 130. This will permit Public Works staff to correspond with Cal OES and FEMA staff in a timely manner and execute all documents required to accept and obtain hazard mitigation and pre-disaster mitigation grant funding.

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

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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

1. Adopt the resolution as recommended.
2. Do not accept adopt the resolution and provide direction to staff.

RECOMMENDED ACTION: Adopt a resolution adding the Director of Public Works to the Designation of Applicants Agent List on California Governor's Office of Emergency Service's (Cal OES) Form 130.

ATTACHMENT:

1. Resolution

SAN RAFAEL CITY COUNCIL RESOLUTION NO.
DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
(Governing Body) (Name of Applicant)

THAT THE FINANCE DIRECTOR, OR THE FIRE CHIEF, OR
(Title of Authorized Agent)

THE EMERGENCY MANAGEMENT PROJECT MANAGER, OR
(Title of Authorized Agent)

THE DIRECTOR OF PUBLIC WORKS
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the CITY OF SAN RAFAEL, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the CITY OF SAN RAFAEL, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 16 day of SEPTEMBER, 2019

COUNCIL MEMBERS : BUSHEY, COLIN, GAMBLIN,
(Name and Title of Governing Body Representative)

MCCULLOUGH AND MAYOR PHILLIPS
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, LINDSAY LARA, duly appointed and CITY CLERK of
(Name) (Title)

CITY OF SAN RAFAEL, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the CITY COUNCIL of the CITY OF SAN RAFAEL
(Governing Body) (Name of Applicant)

on the 16 day of SEPTEMBER, 2019.

(Signature)

CITY CLERK
(Title)



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Paul A. Jensen

Prepared by: Paul A. Jensen, (EG)
Community Development Director

City Manager Approval: _____

[Signature]

TOPIC: SENATE BILL 2 PLANNING GRANTS PROGRAM

SUBJECT: RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS, CASE NO. P19-004

RECOMMENDATION:

Adopt a resolution endorsing and authorizing staff to apply for and receive Senate Bill 2 Planning Grants.

BACKGROUND:

On April 15, 2019, the City Council adopted [Resolution No. 14656](#) endorsing and authorizing the filing of applications for the Senate Bill 2 (SB2) Planning Grants Program (PGP), through which the City of San Rafael has been allocated \$310,000.

On July 10, 2019, the California Housing & Community Development Department (HCD) amended their SB2 PGP Program Guidelines. These amendments included requiring authorizing resolutions—like Resolution No. 14656—to include the following specific elements:

- Recitation that the City shall be subject to the terms and conditions specified in the “Standard Agreement” with HCD and the SB2 PGP Guidelines, and
- Signature of the Mayor (in additional to the City Clerk).

As a result of these amendments, a new resolution—supplemental to Resolution No. 14656— that includes these elements is required in order for approval of the City’s SB2 PGP application.

ANALYSIS:

As part of our PGP application, Staff has identified five (5) projects to effectively use these funds to facilitate future housing development in the identified SB2 Priority Policy Areas:

1. Inclusionary Study. The City of San Rafael is partnering with the County of Marin and five (5) other Marin Jurisdictions on a collaborative SB2 Inclusionary Zoning Study and Housing Mitigation and Commercial Linkage Fees grant project. The proposed Inclusionary Study will analyze and recommend new and/or improved inclusionary policies regarding inclusionary fees, affordable housing impact fees, jobs-housing linkage fees and commercial linkage fees for participating towns, cities, and County of Marin.
2. SB35 Objective Design and Development Standards toolbox and manual. Staff has been working on the development of an objective design and development standards toolbox and manual. Staff recently completed draft “objective design and development standards” to comply with the SB 35 law. These draft standards have been reviewed by the City’s Design Review Board and will require the review of the Planning Commission and adoption by the City Council. Once approved the City will

hire a consultant to help develop an easy-to-use public manual outlining these new standards and including detailed design illustrations.

3. By-Right Affordable Housing Overlay Zone. The City will use SB2 funds to develop a ‘by-right’ zoning process and overlay zone for the review and approval of affordable housing development projects located within the HR-1 (High Density Residential) Zoning District. The intent is to streamline the review of such projects, which will significantly reduce soft costs and the process timing for developers/applicants. As part of this project, the City will work with Homeward Bound of Marin, which provides services and housing for the homeless community. Homeward Bound is planning to redevelop its current emergency housing shelter. The project would include a new, larger emergency housing shelter, 32 residential units (single-room occupancy), as well as administrative offices. This project will serve as a pilot project for the affordable “by-right” processing.
4. Online Permit Guide. Staff will develop an online portal which will guide residents and contractors through a customized application checklist of steps and forms required for their specific project. This guide will service two functions. First, it will help add transparency to permitting requirements and expedite the time it takes to complete an application. Second, this project will help begin mapping existing Planning, Building, and Code Enforcement processes to identify opportunities for automation and streamlining as part of the Permit Management System described below.
5. Permit Management System. Staff will build out a series of innovative enhancements to our permitting and approvals process that will make housing and mixed-use development easier. This project will develop a web-based permit management system to streamline approvals for Planning, Building, and Code Enforcement Division projects. The permit management system will be used for core operations such as tracking applications, code enforcement cases, coordinating plan reviews, recording fees, issuing violations and fines, and scheduling inspections. Key Functionality of this system will include: online permit process for applicants, automated permit issuance, platform-based solution with an open developer API, and AI-driven reporting and insights.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

The Senate Bill 2 Planning Grants Program does not require a local financial commitment or “match” from local jurisdictions requesting grant funds. City staff time required for processing the grant applications and administering/managing the projects funded by the grant would be absorbed as part of the staff workload and would have no impact on the City’s General Fund.

RECOMMENDED ACTION:

Adopt a resolution endorsing and authorizing staff to apply for and receive Senate Bill 2 Planning Grants.

ATTACHMENT:

1. Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS, CASE NO. P19-004**

The City Council of the City of San Rafael finds and determines that:

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of San Rafael adopted Resolution No.14656 endorsing and authorizing the filing of a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program; and

WHEREAS, given the current housing crisis and the City's goals and policies that strongly encourage housing for all income levels, the SB 2 Planning Grants Program is timely. Further, the Program does not require a "local match" or financial commitment that would impact the City's General Fund or Special General Plan Fund #218;

NOW, THEREFORE, BE IT RESOLVED, that the City Council resolves as follows:

- 1) City staff is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$310,000.
- 2) In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").
- 3) The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees that the City will use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program

Application.

- 4) The City Manager is authorized to execute the City of San Rafael Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

I, **LINDSAY LARA**, City Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council held on the 16th day of September 2019 by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

GARY PHILLIPS, Mayor

LINDSAY LARA, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

**Prepared by: Daniel A. Soto
Associate Management Analyst**

City Manager Approval:

TOPIC: GUN CONTROL AND SAFETY

SUBJECT: INFORMATIONAL REPORT RELATING TO GUN CONTROL AND SAFETY MEASURES

RECOMMENDATION: Accept informational report and provide direction to staff.

BACKGROUND:

Introduction

On August 5, 2019, in response to on-going and pervasive gun violence, Mayor Gary Phillips ordered the City's flags to be lowered to half-staff. After a period of time, Mayor Phillips directed that the flags be returned to full-staff and also that staff research and present findings to the City Council on September 16 regarding all available policy and program actions that the City can take to address the issue of gun violence. While the U.S. Constitution protects the right to bear arms, and although federal and state law preempt most areas of gun control laws, local governments have some authority to regulate firearms and ammunition. This report presents a discussion of the implications of federal and state laws relating to gun control, along with an overview of preemption of local gun control laws that affect the City's (and other municipalities alike) ability to adopt local gun control laws. Additionally, this report introduces policy and program actions that the City Council may take into consideration for further discussion and official action at a future meeting.

Federal Law

In the United States, access to guns is controlled by law under a number of federal statutes. These laws cover the following topics:

- Background checks
- Who can have a gun
- Gun sales
- Owner responsibilities
- Child and consumer safety
- Guns in public
- Hardware and ammunition

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

- Other laws and policies (such as gun industry immunity, preemption of local laws, federal powers, key federal regulation acts, the Tiahrt Amendment, and more)

These laws are enforced by state agencies and the federal Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). In addition to federal gun laws, all state governments and some local governments have their own laws that regulate firearms. The right to keep and bear arms is protected by the Second Amendment to the United States Constitution.

State Law

Gun laws in California, which are among the most restrictive in the United States, regulate the sale, possession, and use of firearms and ammunition in the state. According to a report published by Boston University's School of Public Health, California has 107 state gun laws. Among other things, these laws encompass the following:

- Requires all gun sales to be processed through a licensed dealer, requiring a background check
- Requires gun dealers to obtain a state license
- Bans most assault weapons and .50 caliber rifles, and restricts the sale, transfer, manufacture, and possession of large capacity ammunition magazines
- Requires all firearms purchasers to obtain a Firearm Safety Certificate, after passing a written test
- Regulates gun shows in a comprehensive manner
- Limits purchases of new handguns to one per person per month
- Prohibits the sale of unsafe handguns that do not incorporate mandatory design safety elements
- Imposes a ten-day waiting period prior to the sale or transfer of a firearm
- Maintains permanent records of firearm sales
- Gives local law enforcement discretion to deny a license to carry a concealed weapon
- Gives local governments authority to regulate firearms and ammunition, although the state legislature has expressly removed this authority in certain areas (see below)

In addition, in 2014, California became the first U.S. state to enact a Gun Violence Restraining Order law (also known as red flag laws), allowing temporary confiscation of firearms in certain situations where a court determines that the firearms are likely to pose a danger to the person in possession or to others. For example, concerned family members may petition a court to temporarily remove firearms from a loved one who is found to pose a clear danger to the public or their own safety during a mental crisis.

Preemption of Local Laws

No local law can duplicate State law. The State of California has already regulated the following:

- Licensing of the Purchase, Ownership or Possession of a Firearm in the Home or Place of Business
 - California Penal Code section 25605(b) provides: "No permit or license to purchase, own, possess, keep, or carry, either openly or concealed, shall be required of any citizen of the United States or legal resident over the age of 18 years who resides or is temporarily within this state, and who is not within the excepted classes . . . to purchase, own, possess, keep, or carry, either openly or concealed, a handgun within the citizen's or legal resident's place of residence, place of business, or on private property owned or lawfully possessed by the citizen or legal resident."
- Assault Weapons
 - Cal. Penal Code 30600 prohibits any person from manufacturing, distributing, transporting, importing, keeping for sale, offering for sale, giving, or lending any assault weapon within the state. Cal. Penal Code 30605 prohibits anyone from

possessing an assault weapon unless he or she possessed the firearm prior to the date it was defined as an assault weapon and registered the firearm with the DOJ in the timeframe established under law. (No new registrations are accepted.)

- Background Checks
 - Cal. Penal Code 28205 et seq. requires the California DOJ to conduct background checks for purchasers of firearms.
- Waiting Period
 - Cal. Penal Code 26815, 27540, 28220(e) prohibits any licensed firearms dealer from transferring or delivering a firearm to a person within ten days of an application to purchase the firearm or any amendments or corrections to that application.
- Large Capacity Ammunition Magazines
 - Cal. Penal Code 32310 prohibits any person from manufacturing, importing into the state, keeping for sale, offering or exposing for sale, giving, lending, buying or receiving any large capacity magazine meaning any ammunition feeding device with the capacity to accept more than 10 rounds of ammunition as defined in Cal. Penal Code § 16740.
- Possession of Large Capacity Magazines
 - Prior to Proposition 63 (2016), both state courts and the 9th Circuit had upheld local bans on the possession of large capacity magazines. (Fyock v. City of Sunnyvale (9th Cir. 2015) 779 F.3d 991; People v. Zondorak (2013) 220 Cal.App.4th 829; People v. James (2009) 174 Cal.App.4th 662.) Proposition 63, banning the possession of large capacity magazines, was approved by the voters in 2016. In April 2019, the U.S. District Court in the Southern District of California determined that Proposition 63 was unconstitutional. This decision has been stayed pending the outcome of the 9th Circuit appeal.
 - If the 9th Circuit appeal is upheld, possession of large capacity magazines would be preempted by state law. If the appeal is denied, the Southern District's ruling that such a ban is unconstitutional would be upheld. Thus, regardless of the outcome, we do not recommend the City regulate the possession of large capacity magazines.
- Fifty Caliber Rifles
 - Cal. Penal Code 30610 prohibits the manufacture, distribution, transportation, importation, keeping or offering for sale, giving or lending of any 50 BMG rifle without a DOJ issued permit.
- Machine guns and Automatic Firearms
 - Cal. Penal Code 32625(a) prohibits any person from possessing, knowingly transporting, selling, offering to sell, or manufacturing a machine gun without a permit.
- Ammunition Regulations
 - Cal. Penal Code 30310 regulates the sales and transfers of ammunition, persons prohibited from possessing ammunition, minimum age to possess ammunition, ammunition at guns shows, and certain kinds of unreasonably dangerous ammunition, and prohibits carrying ammunition onto school grounds, the state Capital, and any legislative office.
 - Cal. Penal Code 29800(a) prohibits certain people from purchasing or possessing ammunition such as felons, domestic abusers, people with a history of mental illness and people under the age of 18.
- Concealed Weapons Permitting
 - Cal. Penal Code 25400(a), 25655 prohibits a person from carrying a loaded, concealed firearm in public unless the person has been issued a concealed weapons license. California is a "may-issue" state, meaning that local law enforcement has discretion when issuing carrying concealed weapons ("CCW")

licenses. A CCW may only be issued after local law enforcement makes certain findings. (Cal. Penal Code 26150, 26155.)

- Safe Storage in Vehicles
 - AB 688 is currently making its way through the Legislature. This bill bolsters safe storage requirements for leaving a firearm in an unattended vehicle and makes failure to do so an infraction. The law is broad enough in scope that it would likely preempt any safe storage in vehicle

Existing Gun Laws in San Rafael

The San Rafael Municipal Code (SRMC) regulates firearms and firearm shops. The regulations include the following provisions:

- Prohibition on the discharge of guns¹ except in defense of persons or property. (SRMC 8.12.170).²
- Gun Shop zoning regulations including:
 - Gun shop means establishment selling firearms (does not include bullets) (SRMC 14.03.030).
 - Gun shops conditionally permitted in GC, FBWC, 4SRC, CSMU, 2/3 MUE, 2/3 MUW, and WEV zones. (SRMC 14.05.020 and .022)
 - Performance standards related to gun shops including locational restrictions (dealers cannot be located within 300 feet of a day care facility, church or school) and Police and Fire Departments review. (SRMC 14.17.075)
- Regulation of firearm dealers including: (SRMC Ch. 8.38)
 - Firearm permit required for all firearm dealers.
 - Police Chief review and approval/denial of firearm permit.
 - If permit denied or revoked, applicant has right to notice and hearing.
 - Permits cannot be transferred.
 - Requirement that Permittee possess a \$1M per occurrence liability insurance policy for injury or death to any person as a result of the sale or transfer of a firearm.
 - Permits expire one year after date of issuance and can be renewed for one-year periods.
 - Grounds for denial or revocation of firearm permit include:
 - Misleading statements on applications,
 - Conviction of offenses that disqualify applicants from possessing firearms under Penal Code, offenses involving use of force, any felony, misdemeanor burglary or misdemeanor fraud,
 - Offenses involving the manufacture, sale, possession or use of a controlled substance.
- Home occupation prohibition (SRMC 14.16.220.) Firearms dealers are not permitted as home occupations.
- Prohibition on possession of firearms in public parks, community centers, outdoor public areas including library and City Hall, and recreation facilities (SRMC 8.10.090(E).)
 - The Supreme Court has stated that bans on firearms in government buildings and schools and similar sensitive places are presumptively lawful. (*Great Western Shows, Inc. v. County of Los Angeles* (2002) 44 P.3d 120)

¹ The terms “gun” and “firearm” in the SRMC appear to be used interchangeably.

² This regulation seems to have been adopted in 1923. State law expressly authorizes counties to regulate the discharge of firearms (see Gov. Code § 25840 (“The board of supervisors may prohibit and prevent the unnecessary firing and discharge of firearms on or into the highways and other public places and may pass all necessary ordinances regulating or forbidding such acts.”)) Although there is no similar express provision authorizing cities to do the same, such a provision would likely fall under a city’s traditional police power. (See *Calguns Foundation, Inc. v. County of San Mateo* (2013) 218 Cal.App. 4th 661, 667-669 [discussing general police power and how state preemption of gun regulation encompasses only “discrete areas” rather than the entire field].)

ANALYSIS:

At this time, staff has prepared a brief overview of policy, program, and legislative advocacy options that the City Council may review and consider. These options include regulations which are not preempted by state or federal gun laws. Based upon direction from the City Council, staff will return to the City Council at a future meeting to present options that the City Council may choose to take action on.

Policy Options

This section includes regulations which are likely not preempted by state or federal law.

1. Safe Storage and Site Security Regulations

For Firearm Dealers

- No federal or California law imposes security requirements on firearms dealers during business hours or requires firearms dealers or ammunition sellers to install burglar alarms or surveillance cameras. California law explicitly allows local jurisdictions to impose security requirements on firearms dealers that are stricter or at a higher standard than those imposed by State law. (Cal. Penal Code § 26890(b).)
- Current San Rafael regulations include reference to State laws which impose security requirements on firearms dealers during non-business hours; however, the City's regulations do not include any requirements re: dealers securing their inventory in ways that go above and beyond State law.
- Examples of such regulations could include:
 - Firearms dealers must secure all heating, ventilating, air conditioning openings with metal grating or steel bars.
 - During business hours, firearms must be secured in a locked case, behind the counter with an impenetrable barrier that extends from floor or counter to ceiling.
 - Firearms must be secured by an alarm system monitored by a central station.
 - Premises must be monitored by video surveillance system that records and continuously stores video of the interior and exterior of the facility; and posting of notice about video surveillance.

In the Home

- Limited safe storage regulations specifically targeted at preventing accidental shootings, suicides and theft are not preempted by State law.
- California law currently requires all firearms be safely stored. (Penal Code §§ 25100, et seq.) In the case of loaded firearms, a person may be found guilty of a misdemeanor or a felony if the person keeps a loaded firearm and a child under 18 obtains and uses it, resulting in injury or death, or carries it to a public place. Senate Bill (SB) 172, which is currently making its way through the Legislature, would expand the scope of this crime to apply to unloaded as well as loaded firearms.
- San Rafael regulations do not include provisions regarding storage of guns in locked containers or with locking devices to prevent access by unauthorized users. Such provisions would not be preempted by existing State law or SB 172 should it be signed into law.

2. Permit Requirements to be a Firearms Dealer and Ammunition Dealer

- Local governments have authority to require a local license in addition to state and federal licenses for the operation of a firearm shop.

- The City currently requires all firearms dealers to possess firearm permits (See SRMC Ch. 8.38.) However, the City’s ordinance and definition of “firearm” do not encompass ammunition. As such, the City could add the requirement that all ammunition vendors obtain a firearm permit.

3. Firearm and Ammunition Dealer Zoning Regulations

- Local governments have authority to regulate firearms dealers and ammunition sellers. While the City has some standards to maintain a firearm permit, it could add additional standards which are not otherwise preempted by state or federal law including:
 - *Additional locational limitations for “sensitive uses.”*
 - Current City regulations prohibit firearms dealers from locating within 300 feet of a daycare, church or school. The City could add sensitive uses to this list including bars, parks, community centers, open space and other areas where there may be a high concentration of children.
 - *Requirement that all firearm transactions be videotaped*
 - State law does not preempt a requirement that cameras be installed in firearm dealerships and that all sales be videotaped. Currently, the cities of Emeryville, Campbell, Pleasant Hill and San Francisco require this.
 - *Mandatory inspections of firearm dealers*
 - State law does not preempt a requirement that local law enforcement periodically inspect firearms dealers for compliance with local, State and federal laws. Currently, the cities of Chula Vista, Emeryville and Union City require this.
 - *Requirement that firearm dealers report their inventory*
 - State law does not preempt a requirement that dealers report their inventory to law enforcement. Such a requirement could be a condition of firearm permit approval and issuance. Currently, the cities of Emeryville, Campbell, Beverly Hills, Los Angeles, Oakland, Santa Monica, West Hollywood and San Francisco require this.

Program Options

Gun Buyback Program

In 2013 and 2016, the Marin County District Attorney’s Office, along with local law enforcement agencies throughout Marin County, conducted gun buyback programs, a process that allows community members to surrender their privately-owned firearms in exchange for cash, without risk of prosecution. The goal of these programs is to remove weapons from the community in order to reduce gun violence. Below is a breakdown of the results from the past gun buyback programs:

| Year | Number of Firearms Surrendered | Amount Paid |
|-------------|---------------------------------------|--------------------|
| 2013 | 827 | \$111,000 |
| 2016 | 685 | \$79,600 |

The types of firearms that were surrendered during these buybacks included long rifles, shotguns, pistols, and semi-automatic handguns. Community members also surrendered ammunition rounds. It is important to note that during both gun buyback events, the funds available to pay for surrendered firearms were insufficient to pay for the number of firearms retrieved. For example, in 2013, the District Attorney’s Office distributed approximately \$68,000 in vouchers to be paid at

a future date, subject to available funding. In 2016, 63 firearms were retrieved for which no compensation was paid.

The Marin County Police Chiefs' Association will be meeting on September 12 to discuss the options for coordinating a gun buyback event. As that date is after this report must be finalized, staff will provide a verbal update/recap at the September 16 City Council meeting.

Gun Violence Restraining Order Awareness

As described earlier, a Gun Violence Restraining Order law, commonly referred to as "red flag laws", allows the temporary confiscation of firearms in certain situations where a court determines that the firearm is likely to pose a danger to the person in possession of it, or to others. Specifically, California's Gun Violence Restraining Order law allows a judge to determine whether a person with access to firearms poses a significant danger of harming themselves or others. To make such a determination, after having received a request from the member of the public to his or her local law enforcement agency or from the law enforcement agency directly, the court balances the risk to the public with the person's Second Amendment rights. And if granted, the Gun Violence Restraining Order allows police to temporarily hold the person's firearms and ammunition for safe-keeping. The Gun Violence Restraining Order also prevents the individual from purchasing a gun.

Below are some examples of circumstances when an individual or a representative of a local law enforcement agency may petition for a Gun Violence Restraining Order:

- When a family member or housemate is experiencing a mental health crisis and is expressing thoughts of suicide or death
- When someone withdrawing from friends, family, school, sports or hobbies; expressing sorrow or anger over a failed relationship; or when someone begins to unexpectedly give away important possessions
- When the behavior of a veteran or relative diagnosed with post-traumatic stress disorder, or elderly relative with dementia, causes concern for their safety or the safety of others because of his or her access to guns
- If a person is threatening violence, is posting social media threats to kill, or has written a manifesto of hate, violence, or killing

In addition, to petition a Gun Violence Restraining Order, the petitioner must describe the number, types, and locations of any firearms and ammunition presently believed by the petitioner to be possessed or controlled by the subject of the petition.

If directed to do so, the City may take an active role in Gun Violence Restraining Order awareness by working with the Marin County District Attorney's Office on community engagement opportunities relating to this topic. This could include hosting public meetings, sharing information using the City's communications mediums, and other programs as directed by the City Council.

Legislative Advocacy Options

In January 2015, the City Council adopted a Legislative Platform, which outlines the City's five legislative advocacy priorities: (1) Local Control; (2) City Finances; (3) Police, Fire, and Emergency Preparedness Issues; (4) Environmental Sustainability; and (5) Land Use and Transportation. In addition to these priorities, the Legislative Platform provides that the City may choose to support any of the League of California Cities' annual priorities when they are beneficial to the City. The Legislative Platform authorizes the City Manager to prepare and submit position letters (support, support if amended, oppose, oppose unless amended, neutral, or watch) relating to pending legislation or to other matters relating to the Legislative Platform.

Legislative Platform priority #3, *Police, Fire, and Emergency Preparedness Issues*, asserts the following: *Support legislation, programs, and policies that impact the City's funding for and ability*

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 8

to provide police, fire, and emergency preparedness services. Through this priority, the City may prepare position letters for legislation relating to gun control and safety. Below is an overview of pending legislation that the City may take a position on:

Pending Federal Legislation

H.R. 8, the Bipartisan Background Checks Act of 2019, would require new background check requirements for firearm transfers between private parties (i.e., unlicensed individuals), with carefully defined exceptions for gifts to family members, hunting, target shooting, and self-defense. Federal law already requires licensed gun dealers to conduct background checks on gun purchasers and transferees. H.R. 8 would prohibit a firearm transfer between private parties unless a licensed gun dealer, manufacturer or importer first takes possession of the firearm to conduct a background check.

Status of Bill: Passed House 2/27/19

H.R. 1112, the Enhanced Background Checks Act, would provide the background check system with additional time to make a final determination on a potential firearms purchaser before a licensed dealer can transfer a gun. The bill extends the initial background check review period from three to 10 business days. After the initial 10 business day period, if a background check has not been completed, a purchaser may request an expedited review to spur the FBI to complete their investigation.

Status of Bill: Passed House 2/28/19

H.R. 1186, the Keep Americans Safe Act, establishes a new criminal offense for the import, sale, manufacture, transfer or possession of a large capacity ammunition feeding device.

Status of Bill: Introduced in House 2/13/19

H.R. 1236, the Extreme Risk Protection Order Act of 2019, would establish a program under the Department of Justice to award grants to states to implement extreme firearm risk laws.

Status of Bill: Introduced in House 2/14/19

H.R. 2708, the Disarm Hate Act, would prevent a person who has been convicted of a misdemeanor hate crime, or received an enhanced sentence for a misdemeanor because of hate or bias, from obtaining a firearm.

Status of Bill: Introduced in House 5/14/19

Pending State Legislation

Assembly Bill 12 would extend the duration of California's gun violence restraining orders and their renewals from one year to a period of up to five years.

Status of Bill: In Assembly; concurrence in Senate amendment pending 9/9/19.

Assembly Bill 18 would impose a \$25 excise tax on gun sales to fund the California Violence Intervention Prevention Firearm Tax Fund for purposes of funding violence prevention grants to communities disproportionately affected by violence.

Status of Bill: In Assembly 8/27/2019

Assembly Bill 61 would expand the list of those eligible to petition for gun violence restraining orders beyond the currently authorized persons, which include immediate family and law enforcement. The new list is expanded to employers, coworkers and employees of a secondary or postsecondary school that the person has attended in the last six months.

Status of Bill: Passed Assembly; in Senate 9/9/19

Assembly Bill 165 would require the Commission on Peace Officer Standards and Training (POST) to develop and implement a training course on gun violence restraining orders for its incorporation into basic training for law enforcement.

Status of Bill: Passed Assembly; in Senate 8/30/19

Assembly Bill 645 would require mandatory warning labels or signs for both guns and gun shop interiors with information relating to safe storage and suicide risk.

Status of Bill: Enrolled and presented to Governor 9/5/2019

Assembly Bill 879 would require precursor firearms parts to be sold/transferred through a licensed precursor parts dealer in a similar process to the new laws regarding ammunition purchases. It would further create a registry of these parts and a new crime for transfer of precursor parts without the involvement of a licensed precursor parts dealer to anyone under 21 years of age or prohibited from owning firearms. Precursor parts include items such as unfinished frames and receivers.

Status of Bill: Passed Assembly, In Senate 9/9/2019

Assembly Bill 893 would prohibit the sale of firearms and ammunition at the Del Mar fairgrounds in San Diego on and after January 1, 2021.

Status of Bill: In Assembly 9/9/2019

Assembly Bill 1297 would remove the maximum fee a local authority can charge on the concealed carry permit application (currently \$100) and require a local authority to charge an applicant a fee sufficient to cover the reasonable costs associated with processing and enforcement of the license.

Status of Bill: In Assembly 9/9/2019

Senate Bill 55 would make it a crime to own or possess a firearm, ammunition, or reloaded ammunition within 10 years of conviction of specific alcohol- and drug-related misdemeanors that occur within a designated time period.

Status of Bill: In Assembly; second hearing canceled at request of author 7/9/2019

Senate Bill 61 would prohibit the sale of centerfire semi-automatic rifles to persons under 21 years of age except in narrow circumstances, as well as prohibit from making an application to purchase more than one semi-automatic centerfire rifle in any 30-day period, with exceptions.

Status of Bill: Passed Senate; in Assembly 9/6/2019

Senate Bill 120 Prohibits, as of January 1, 2020, a person convicted of a misdemeanor offense of carrying a concealed firearm, carrying a loaded firearm, or openly carrying an unloaded handgun, in a public place, from owning, purchasing, receiving, or possessing a firearm for a period of 10 years, and creates a new a misdemeanor offense for a violation of that prohibition.

Status of Bill: In Senate; second hearing canceled at request of author 7/9/2019

Senate Bill 172 would expand California's existing storage laws by broadening criminal storage crimes, adding criminal storage offenses to those offenses that can trigger a ten-year firearm ban, creates an exemption to firearm loan requirements for the purposes of preventing suicide, imposes on residential care facilities for the elderly rules related to firearm and ammunition storage and reporting, and requires the Department of Social Services to promulgate regulations regarding storage at residential care facilities.

Status of Bill: Passed Senate; in Assembly 9/6/2019

Senate Bill 220 provides that anytime a firearm licensee is not open for business, firearms must be stored in a secure facility by one of several methods (such as in a fireproof vault or in a locked steel gun rack). In addition, the bill would require a licensed firearms dealer, if the licensee's location is at street level and firearms are secured by means of a hardened steel rod or cable, to install concrete or hardened steel bollards, or other barriers to protect the location's front entrance, any floor to ceiling windows, and any other doors that can be breached by a vehicle.

The legislative items above illustrate the type and variety of existing proposed legislation related to guns, and there is sure to be more. It is important to note that the City of San Rafael does not employ a legislative analyst, nor do we have any staff positions where legislative advocacy is a significant portion of their responsibilities. The City of San Rafael does not support or oppose legislation because one or more other jurisdictions does so, but instead reviews and evaluates the specific details of each legislation and tracks the legislation as it moves through the legislative process. As such, it is quite time intensive and any direction to track all of the above and future bills should not be taken lightly. The City Council may direct a more focused approach on bills that relate most specifically to San Rafael issues, or are a focus of the League of California Cities, or the Legislative Committee of the Marin County Council of Mayors and Councilmembers (MCCMC).

At this time, staff seeks direction from the City Council relating to the policy, program, and legislative advocacy options described above. Based upon direction from the City Council, staff will return to the City Council at a future meeting to present options that the City Council may choose to enact.

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

RECOMMENDED ACTION: Accept informational report and provide direction to staff.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Prepared by: Bill Guerin,
Public Works Director

City Manager Approval: _____

TOPIC: UPDATE ON SMART EXTENSION TO LARKSPUR

SUBJECT: INFORMATIONAL UPDATE REGARDING THE SMART CONSTRUCTION PROJECT TO EXTEND SERVICE THROUGH DOWNTOWN SAN RAFAEL TO LARKSPUR

RECOMMENDATION: Accept informational report.

BACKGROUND: Sonoma-Marín Area Rail Transit (SMART) is constructing its Larkspur Extension project, which will extend rail service from downtown San Rafael to Larkspur Landing in the City of Larkspur. SMART competitively awarded a design/build contract to the joint venture Stacy and Witbeck/Herzog (SWH). In February 2018, SWH began work associated with reconstructing the Andersen Drive railroad crossing. Following the Andersen Drive work, SWH shifted construction activities to the Francisco Boulevard West “flip” in July 2018. The construction phase of the Larkspur Extension, including the first phase of the Multi-Use Path, is substantially complete and the installation, including all rail warning systems, is being tested.

SMART began active testing of the new rail on the evening of August 23, 2019. For several reasons, including a shortage of trains, safety concerns, traffic conditions, and the need to reprogram their operating software to accommodate the testing, SMART is running their active testing overnight and they anticipate additional testing during the weekends of September 20 and 21 and September 27 and/or 28 from 11 pm to 8 am each night. Following this testing phase, SMART intends to run simulated revenue service, where trains continue through San Rafael and on to Larkspur without passengers, before commercial operations to Larkspur commences. SMART anticipates the commencement of commercial operations before the end of the year. Unrelated to SMART’s testing, the Federal Railroad Administration (FRA) and the California Public Utilities Commission (CPUC) intend to perform their own evaluation of the signals and other crossing improvements on September 19, 2019 to ensure that preparations for commercial operations and the Quiet Zone are complete.

During the testing phase, and during simulated revenue service, SMART is required to sound the train horn before and through each crossing. According to the FRA “Train Horn Rule”, the train horn must be louder than 96 decibels and no more than 110 decibels. Under the Train Horn Rule (49 CFR Part 222),

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

“locomotive engineers must begin to sound train horns at least 15 seconds, and no more than 20 seconds, in advance of all public grade crossings. If a train is traveling faster than 60 mph, engineers will not sound the horn until it is within ¼ mile of the crossing, even if the advance warning is less than 15 seconds. There is a “good faith” exception for locations where engineers can’t precisely estimate their arrival at a crossing and begin to sound the horn no more than 25 seconds before arriving at the crossing. Train horns must be sounded in a standardized pattern of 2 long, 1 short and 1 long blasts. The pattern must be repeated or prolonged until the lead locomotive or lead cab car occupies the grade crossing. The rule does not stipulate the durations of long and short blasts.”

As it did for the initial Operating Segment that brought rail service to San Rafael, the City has notified the FRA and the CPUC of its intent to establish a “Quiet Zone” in the rail crossings from Third Street to Andersen Drive. That application could not begin until the crossing improvements were in place and the application criteria was met. Therefore, the application was made in June 2019. The 60-day comment period that followed the application submission has now closed and no significant comments impacting the City’s ability to establish a Quiet Zone were received. However, SMART indicated that they are supportive of the City’s desire to establish the Quiet Zone under the condition that “the City of San Rafael will postpone the establishment of the Quiet Zone until the Larkspur Extension has opened for revenue service.”

There is a rail crossing above Jacoby Street (Jacoby crossing) serving a SMART storage facility that is not included in the current Quiet Zone application because it is currently considered a private crossing. According to the Federal Quiet Zone regulations, a Quiet Zone cannot begin or end at a private crossing unless the private crossing is within a quarter mile of another public crossing. Jacoby Street is nearly a half mile from Andersen Drive and this private crossing cannot end the Quiet Zone. To remedy the issue and have a Quiet Zone at Jacoby as well, the City has applied to the CPUC to convert the Jacoby crossing to a public crossing. That application could not begin until the ownership transferred from the prior property owner to SMART and the improvements were in place. That application is now under review and staff will report on its progress at the City Council meeting.

A license agreement with SMART to allow the City to maintain this crossing, and to thereby qualify it as a public crossing, is also on the City Council’s agenda for this meeting. Due to the CPUC review and approval process, the Jacoby crossing may lag behind the rest of the Quiet Zone implementation. The initial schedule assumed in the application shows a proposed decision to convert Jacoby to a public crossing in January and a final decision in March of 2020. Once approval is received, the City must again notify the FRA and the CPUC of its intent to establish a Quiet Zone, allow 60 days for comments, and then give 30 days’ notice to SMART prior to the commencement of the “one-crossing” Quiet Zone.

It is important to note that the conversion of the Jacoby crossing will not impact the implementation of the remainder of the Quiet Zone. It is also important to note that SMART’s current schedule of commercial operations will have the train crossing Jacoby from approximately 6 a.m. to approximately 9:30 p.m. during weekday service and less frequently on weekends, therefore there will be no need for overnight train horns as we have experienced during the testing phase.

The first phase of the Multi-Use Path (MUP) from Andersen to Rice Drive has been completed and has been in use since July 2019. The second phase from Rice to Second Street is nearly complete in design and will be ready to bid in January 2020 so that the project can begin in the spring of 2020. The current cost estimate for this second phase is \$2.9 million. \$1.2 million has been granted to the City for this work. The City is seeking to secure an additional almost \$1

million through TAM to support the phase 2 path. TAM will notify the City of its decision later this year. The City and our regional partners are seeking sources for the remaining balance of approximately \$500,000-700,000.

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

RECOMMENDED ACTION: Accept informational report.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

Prepared by: Susan Andrade-Wax,
Director

City Manager Approval: _____

TOPIC: LIBRARY AND RECREATION PERSONNEL CHANGES

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO DELETE THE LIBRARY DIRECTOR CLASSIFICATION AND ADD THE ASSISTANT LIBRARY AND RECREATION DIRECTOR CLASSIFICATION

RECOMMENDATION:

Adopt a resolution approving and authorizing the City Manager to delete the “Library Director” classification and add the “Assistant Library and Recreation Director” classification.

BACKGROUND:

On July 15, 2019, the City Council authorized combining the former Community Services Department with the former Library Department. The new department is called “Library and Recreation” which is intended to briefly and accurately describe to the community the role of the department. Also on July 15, 2019, the City Council approved the Fiscal Year 2019-2020 Goals and Strategies for the City. One such goal is to complete the integration, policies/procedures, and team development of the new Library and Recreation Department.

The goal of combining the departments is to create new possibilities for collaboration and innovation in programming and services for the community, as well as to create efficiencies through eliminating duplication, combining resources, and leveraging diverse skill sets. Another goal is to create more shared professional development, shared training, and more opportunities for growth and advancement of employees.

Staff have been analyzing the design of the new department and specifically working on a recommendation for how functions would be organized and led in the merged department, the first step of which is presented in this staff report.

ANALYSIS:

Attachment 2 shows a proposed organizational chart for the new Library and Recreation Department. The proposed structure includes two divisions, a “Library and Arts” division and a “Recreation and Childcare” division. The Library and Arts division includes management of the three library branches and

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

the Falkirk Cultural Center. The Recreation and Childcare division includes management of the community centers, pools, athletic fields, childcare centers, preschools, after school enrichment programs, and picnic rentals.

As a first step of implementing this new structure, staff is recommending the deletion of 1.0 full-time equivalent (FTE) Library Director classification (currently vacant) and the addition of 1.0 FTE Assistant Library and Recreation Director position to oversee the Recreation and Childcare division.

The goal of the proposed structure is to provide the department with a strong leadership team to strengthen the integrated department and to facilitate cross-division collaborations through working groups that engage all levels of the department. The Assistant Directors would focus on the operations and day-to-day management of staff and programs. Then, in addition to day-to-day oversight, the Director would also focus on larger strategic priorities and initiatives. Examples of these include but are not limited to: working cross-departmentally to deliver services and address challenges that go beyond the reach of just one department, pursuing new sources of revenue and opportunities for cost savings; strategically evaluating the services that the department provides to the community and focusing on service design; and developing new partnerships with other agencies, organizations and community groups.

In short, this first step is just to delete a Director position and add a mid-manager position, which potentially could be filled from within the organization. This will allow us to proceed with recruiting for and filling the assistant position.

The proposed changes do not add a new Full Time Equivalent employee over what is already approved and budgeted. The changes provide a savings to the City. They are summarized as follows:

| DELETE | FTE | ADD | FTE |
|------------------|------------|---|------------|
| Library Director | 1.0 | Assistant Library and Recreation Director | 1.0 |

As a next step, HR is conducting classification and compensation studies to determine next steps that will be required to integrate the departments. Staff will work with any affected labor groups as those changes are considered. Staff is also looking at other opportunities to increase service delivery and function through the organizational structure. Staff plans to return to the City Council with an update in the coming months.

FISCAL IMPACT:

This personnel change will result in a net annual savings of \$39,000.

OPTIONS:

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

1. Adopt the resolution as proposed, approving and authorizing the personnel changes.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt a resolution approving and authorizing the City Manager to delete the Library Director classification and add the Assistant Library and Recreation Director classification.

ATTACHMENTS:

1. Resolution
2. Library and Recreation Department Organizational Chart
3. Assistant Library and Recreation Director Job Classification
4. Proposed Unrepresented Executive Management Salary Schedule
5. Proposed Unrepresented Mid-Management Salary Schedule

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO DELETE THE LIBRARY DIRECTOR CLASSIFICATION AND ADD THE ASSISTANT LIBRARY AND RECREATION DIRECTOR CLASSIFICATION

WHEREAS, at the City Council meeting on July 15, 2019, the City Council authorized combining the Library and Community Services Departments; and

WHEREAS, a Fiscal Year 2019-2020 City Council Goal is to complete the integration, policies/procedures, and team development of the new Library and Recreation Department; and

WHEREAS, existing staff vacancies provide opportunities to address the staffing needs of the newly merged department and, following a review by departments and human resources, have resulted in proposed staffing and position changes; and

WHEREAS, it is the intention of this Council to review recommendations from staff regarding the City's staffing considerations; and

WHEREAS, after examination, deliberation and due consideration, the City Council has approved the staff report and recommendations and directs the City Manager to proceed with the implementation of these recommendations.

NOW, THEREFORE, BE IT RESOLVED, by the San Rafael City Council hereby approves and authorizes the City Manager to delete the Library Director classification and add the Assistant Library and Recreation Director classification.

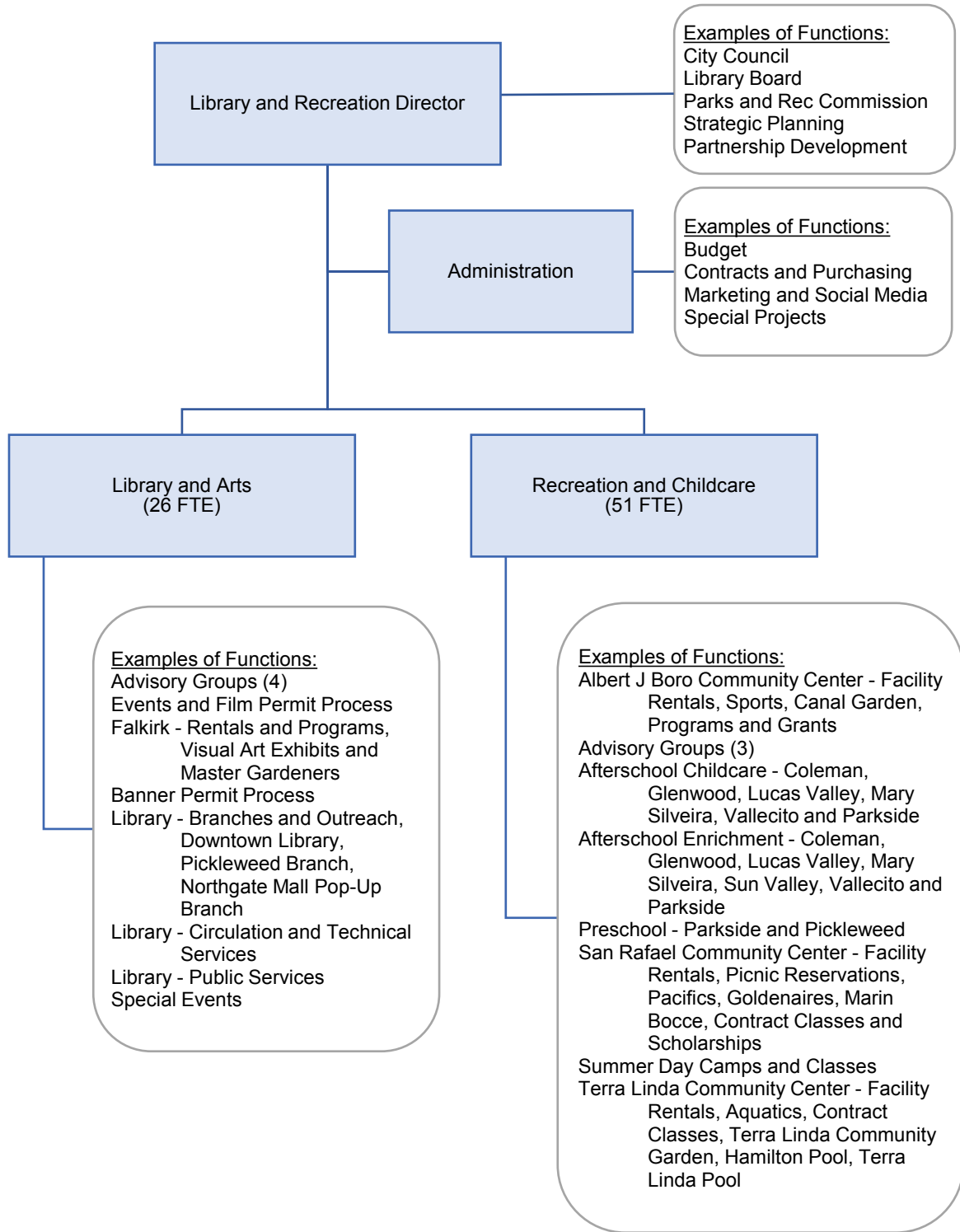
I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 16th day of September 2019, by the following vote, to wit:

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

LINDSAY LARA, City Clerk

LIBRARY AND RECREATION DEPARTMENT

Organizational Chart



**City of San Rafael
Job Class Specification**

Job Title: Assistant Library and Recreation Director

SUMMARY:

Under the direction of the department Director, the Assistant Library and Recreation Director will plan, organize, direct and coordinate daily activities of assigned programs/divisions within the Library and Recreation Department. The Assistant Director will provide highly complex staff assistance to the Director of Library and Recreation and has considerable latitude for the exercise of independent judgment, particularly in managing projects. Acts in the absence of the Director. Performs other duties as assigned. This assignment will oversee one division within the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. This list provides a sample of duties and responsibilities, but not all inclusive of all responsibilities. Some incumbents may not perform all the duties listed while in other cases related duties may also be assigned.

Management Functions

- Recommends and directs the implementation of goals, objectives, policies, procedures, and work standards for programs and facilities.
- Establishes priorities; develops, plans, organizes, and evaluates, directly or indirectly, the activities of assigned programs and facilities.
- Supervises and evaluates assigned staff; provides assistance to supervisory staff in resolving daily problems, interpreting policies and procedures, and meeting goals and objectives.
- Prepares reports and analysis for City Council and City staff; participates in meetings of the City Council, relevant Commissions, Boards, community groups and professional associations and presents verbal and written reports.
- May serve as the staff liaison to division-related Boards, Commissions and Committees.
- Fills in for direct reports as needed.
- Provides leadership and promotes staff development; encourages innovative thinking and creativity.
- Resolves the more complex citizen complaints.

Administrative Functions

- Presents recommendations on the formulation of policies and procedures.
- Coordinates the preparation and administration of the division budget.
- Prepares or directs the preparation of complex reports and program studies and recommends improvements.
- Assesses service needs and makes recommendations for continuous improvement.
- Maintains records and reports relative to system operations.
- Functions as the division project manager for special projects.
- Uses personal computers and various mobile devices to perform internet-based work including social media management, word processing, spreadsheet and database management functions.

Division Representative

- Represents division and the City in the community and at professional meetings.
- Assists with coordination of division activities with other City departments and outside agencies.

- Responds to requests for information and concerns.
- Serves as Acting Director of Library and Recreation when assigned.

KNOWLEDGE OF:

- Principles, practices and methods used in public library philosophy, public art, parks, recreation, childcare or related field.
- Principles and practices of administration, management and programs.
- Principles and practices of personnel and facilities management and supervision.
- Principles and practices of budget preparation and administration.
- Marketing and outreach techniques.
- Grant writing and reporting; budgeting procedures and techniques.
- Change management; methods and techniques required for the effective delivery of services.
- Effective communication techniques including proper English usage, spelling, and grammar.
- Effective training techniques.
- Principles and practices of exceptional customer service.

ABILITY TO:

- Plan, organize, direct, and review work of assigned staff; analyze complex administrative issues, evaluate options, and recommend effective courses of action.
- Evaluate the effectiveness of programs; supervise, train, evaluate, mentor, and coach employees.
- Effectively contribute to the work in a team environment; coordinate multiple projects and meet critical deadlines.
- Exercise sound judgment, initiative, and creativity.
- Write clear and concise letters, memos, reports, and informational materials; collect and interpret data for use in decision making and planning.
- Organize workflow; analyze complex and sensitive administrative, operational, economic and organizational issues.
- Use initiative and possess the capacity to accept increasingly responsible and challenging assignments.
- Be sensitive to and respect all segments of the community; communicate effectively, both orally and in writing.
- Relate effectively with those contacted in the course of work and develop and promote good public relations for the department.
- Learn and appropriately apply City and department policies, practices and terminology.
- Exemplify an enthusiastic, resourceful, and effective service attitude with the public, co-workers, and others contacted in the course of work.

EDUCATION and/or EXPERIENCE:

Any combination of experience, education, and training that would provide the ability to perform the typical tasks required. A typical way to obtain the knowledge, skills, and abilities would be:

- Five years of relevant professional experience including at least three years of management level responsibility including the supervision of professional, technical and support staff.
- Bachelor's degree in a related field from an accredited college or university. Master's degree preferred for the position assigned to the Library and Arts division.
- Any recent training such as academic courses and certification programs which are relevant to this job classification.

LICENSE

Possession of a valid California Driver's license.

SPECIAL REQUIREMENTS

Willingness and ability to work the hours necessary to accomplish the assigned duties; attend evening meetings; and travel out of town and attend workshops, conferences, and seminars during work and non-work hours.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Hear and speak well enough to converse by telephone, in person, and to large groups and be clearly understood; stamina to work additional hours to meet deadlines and attend night meetings.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to video display and frequently works in inside environmental conditions. The employee is occasionally exposed to outdoors weather conditions and occasionally works in evenings or weekends and occasionally works with use of personal vehicle. The noise level in the work environment is usually moderate.

| | |
|------------------|-----------------------------------|
| Prepared By: | Catherine Quffa/Susan Andrade-Wax |
| Prepared Date: | August 2019 |
| Bargaining Unit: | Unrepresented Mid-Management |
| Exempt Status: | Exempt |
| Approved: | Human Resources |

**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT
SALARY SCHEDULE
Effective July 1, 2019**

| Grade | Position | A | B | C | D | E |
|-------|---|-----------|-----------|-----------|-----------|-----------|
| 2501 | Assistant City Attorney | \$ 11,289 | \$ 11,854 | \$ 12,446 | \$ 13,069 | \$ 13,722 |
| 2001 | Assistant City Manager | \$ 13,354 | \$ 14,022 | \$ 14,723 | \$ 15,459 | \$ 16,232 |
| 2300 | Community Development Director | \$ 13,028 | \$ 13,679 | \$ 14,363 | \$ 15,081 | \$ 15,836 |
| 8101 | Community Services Director | \$ 11,272 | \$ 11,836 | \$ 12,428 | \$ 13,049 | \$ 13,702 |
| 4205 | Director of Digital Service & Open Government | \$ 11,805 | \$ 12,396 | \$ 13,015 | \$ 13,666 | \$ 14,349 |
| 2801 | Director of Economic Development & Innovation | \$ 11,805 | \$ 12,395 | \$ 13,015 | \$ 13,666 | \$ 14,349 |
| 2205 | District Manager/Engineer (SRSD) | \$ 11,805 | \$ 12,395 | \$ 13,015 | \$ 13,666 | \$ 14,349 |
| 2140 | Finance Director | \$ 11,805 | \$ 12,395 | \$ 13,015 | \$ 13,666 | \$ 14,349 |
| 7101 | Fire Chief | \$ 13,288 | \$ 13,953 | \$ 14,651 | \$ 15,383 | \$ 16,152 |
| 1106 | Human Resources Director | \$ 11,805 | \$ 12,395 | \$ 13,015 | \$ 13,666 | \$ 14,349 |
| 2401 | Library Director | \$ 10,953 | \$ 11,500 | \$ 12,075 | \$ 12,679 | \$ 13,313 |
| 6101 | Police Chief | \$ 13,288 | \$ 13,953 | \$ 14,651 | \$ 15,383 | \$ 16,152 |
| 2201 | Public Works Director | \$ 13,028 | \$ 13,679 | \$ 14,363 | \$ 15,081 | \$ 15,836 |

| Position | Monthly Salary |
|--------------------------|----------------|
| City Manager (Appointed) | \$ 19,686 |

The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution

SAN RAFAEL UNREPRESENTED MID-MANAGEMENT

SALARY SCHEDULE

Effective July 1, 2019

| Grade | Position | A | B | C | D | E |
|-------|---|-----------|-----------|-----------|-----------|-----------|
| 7315 | Accounting Manager | \$ 8,700 | \$ 9,135 | \$ 9,591 | \$ 10,071 | \$ 10,575 |
| 8106 | Assistant Director of Community Services | \$ 9,470 | \$ 9,943 | \$ 10,440 | \$ 10,962 | \$ 11,510 |
| TBD | Assistant Library and Recreation Director*** | \$ 9,943 | \$ 10,440 | \$ 10,962 | \$ 11,510 | \$ 12,086 |
| 2125 | Assistant Library Director | \$ 9,470 | \$ 9,943 | \$ 10,440 | \$ 10,962 | \$ 11,510 |
| 2202 | Assistant Public Works Director / City Engineer | \$ 11,284 | \$ 11,848 | \$ 12,440 | \$ 13,062 | \$ 13,716 |
| 2302 | Chief Building Official | \$ 10,486 | \$ 11,011 | \$ 11,561 | \$ 12,139 | \$ 12,746 |
| 4203 | Civic Design Manager | \$ 9,470 | \$ 9,943 | \$ 10,440 | \$ 10,962 | \$ 11,510 |
| 2122 | Code Enforcement Supervisor | \$ 7,217 | \$ 7,578 | \$ 7,957 | \$ 8,355 | \$ 8,773 |
| 4204 | Data & Infrastructure Manager | \$ 10,486 | \$ 11,011 | \$ 11,561 | \$ 12,139 | \$ 12,746 |
| 1105 | Deputy City Attorney I | \$ 9,503 | \$ 9,978 | \$ 10,477 | \$ 11,001 | \$ 11,551 |
| 1109 | Deputy City Attorney II | \$ 10,478 | \$ 11,002 | \$ 11,552 | \$ 12,129 | \$ 12,736 |
| 2120 | Deputy Fire Marshall | \$ 8,925 | \$ 9,372 | \$ 9,840 | \$ 10,332 | \$ 10,849 |
| 2135 | Deputy Public Works Director | \$ 10,251 | \$ 10,764 | \$ 11,302 | \$ 11,867 | \$ 12,461 |
| 7313 | Economic Development Coordinator | \$ 8,612 | \$ 9,042 | \$ 9,494 | \$ 9,969 | \$ 10,468 |
| 2128 | Economic Development Manager | \$ 9,470 | \$ 9,943 | \$ 10,440 | \$ 10,962 | \$ 11,510 |
| 7117 | Emergency Services Manager | \$ 8,402 | \$ 8,822 | \$ 9,263 | \$ 9,727 | \$ 10,213 |
| 9005 | Events Coordinator* | \$ 7,318 | \$ 7,684 | \$ 8,068 | \$ 8,471 | \$ 8,895 |
| 2208 | Operations and Maintenance Manager | \$ 9,201 | \$ 9,661 | \$ 10,144 | \$ 10,652 | \$ 11,184 |
| 2703 | Parking Services Manager | \$ 8,612 | \$ 9,042 | \$ 9,494 | \$ 9,969 | \$ 10,468 |
| 7312 | Parks Superintendent | \$ 8,402 | \$ 8,822 | \$ 9,263 | \$ 9,727 | \$ 10,213 |
| 2116 | Planning Manager | \$ 9,644 | \$ 10,126 | \$ 10,632 | \$ 11,164 | \$ 11,722 |
| 9453 | Principal Planner | \$ 8,612 | \$ 9,042 | \$ 9,494 | \$ 9,969 | \$ 10,468 |
| 1202 | Public Works Administrative Manager | \$ 8,611 | \$ 9,042 | \$ 9,494 | \$ 9,969 | \$ 10,467 |
| 8103 | Recreation Supervisor | \$ 7,218 | \$ 7,578 | \$ 7,957 | \$ 8,355 | \$ 8,773 |
| 2206 | Senior Civil Engineer (SRSD) | \$ 9,980 | \$ 10,479 | \$ 11,003 | \$ 11,553 | \$ 12,130 |
| 7317 | Senior Code Enforcement Supervisor | \$ 7,966 | \$ 8,365 | \$ 8,783 | \$ 9,222 | \$ 9,683 |
| 2105 | Senior Management Analyst | \$ 8,205 | \$ 8,615 | \$ 9,046 | \$ 9,498 | \$ 9,973 |
| 2203 | Senior Project Manager** | \$ 8,644 | \$ 9,076 | \$ 9,530 | \$ 10,007 | \$ 10,507 |
| 8102 | Senior Recreation Supervisor | \$ 7,966 | \$ 8,364 | \$ 8,783 | \$ 9,222 | \$ 9,683 |
| 7310 | Sewer Maintenance Superintendent | \$ 8,402 | \$ 8,822 | \$ 9,263 | \$ 9,727 | \$ 10,213 |
| 7311 | Street Maintenance Superintendent | \$ 8,402 | \$ 8,822 | \$ 9,263 | \$ 9,727 | \$ 10,213 |
| 2150 | Sustainability Program Manager** | \$ 6,916 | \$ 7,261 | \$ 7,624 | \$ 8,006 | \$ 8,406 |
| 4202 | Technology Operations Manager* | \$ 11,063 | \$ 11,616 | \$ 12,197 | \$ 12,806 | \$ 13,447 |

*Events Coordinator Y-rated effective 6/1/18; Technology Operations Manager Y-rated effective 12/17/18

**New position effective FY19/20 Budget

***New position effective with 9/16/2019 Council Action