



**SAN RAFAEL CITY COUNCIL – MONDAY, OCTOBER 7, 2019**

**SPECIAL MEETING – 5:30 P.M.  
CITY MANAGER'S CONFERENCE ROOM, CITY HALL  
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

**1. Fire Commission Interviews**

Interviews of Applicants and Considering of Appointments to Fill One Unexpired Four-Year Term on the Fire Commission to the End of March 2021 Due to the Resignation of Leonard Thompson (CC)

*Recommended Action – Interview Applicants and Make Appointments*

**SPECIAL STUDY SESSION – 6:00 P.M.  
THIRD FLOOR CONFERENCE ROOM, CITY HALL  
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

**2. Discussion Regarding Downtown Precise Plan Options (CD)**

**REGULAR MEETING – 7:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

**AGENDA**

**OPEN SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL**

1. None.

**CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL**

2. Closed Session: - None.

**OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM**

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

**CITY MANAGER'S REPORT:**

3. City Manager's Report:

**CONSENT CALENDAR:**

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

4. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meetings of Monday, September 3, 2019 and Monday, September 16, 2019 (CC)

*Recommended Action - Approve as submitted*

b. **Design Review Board Vacancy**

Call for Applications to Fill One Four-Year Alternate Member Term on the Design Review Board to the End of December 2023 Due to the Expiration of Term of Donald Blayney (CC)

*Recommended Action - Approve staff recommendation*

c. **Marin/Sonoma Mosquito and Vector Control District Representative Reappointment**  
Reappointment of Pamela Harlem to Fill One Four-Year Term on the Marin/Sonoma Mosquito and Vector Control District Board to the End of December 2023 (CC)

*Recommended Action - Approve staff recommendation*

d. **Pickleweed Advisory Committee**

1) Resolution Renaming the Pickleweed Advisory Board and Adopting New Bylaws of the Pickleweed Advisory Committee; and

*Recommended Action - Adopt Resolution*

2) Call for Applications to Fill Two Unexpired Four-Year Terms, One Regular Voting Member and One Alternate Member, to the End of December 2022 on the Pickleweed Advisory Committee (LR)

*Recommended Action - Approve staff recommendation*

e. **Storm Damage Repair at 70 Irwin Street**

Resolution Authorizing the City Manager to Execute a Contract Change Order with Valentine Corporation, Allocating an Additional \$250,000 in Construction Funding, and Expanding the Scope of Work to Install New Drainage Facilities in Support of the Repair of 2017 Storm Damage at 70 Irwin Street, Project No. 11308 (PW)

*Recommended Action - Adopt Resolution*

**OTHER AGENDA ITEMS:**

5. Other Agenda Items:

a. **New 120-Residential Unit Mixed-Use Building – 703-723 Third Street**

Resolution Approving a Use Permit (UP18-008), Environmental and Design Review Permit (ED18-018) and Lot Line Consolidation (LLA18-001) to Allow the Construction of a 120-Residential 'Rental' Unit, 73'-Tall, New Mixed-Use Building with 121 Mechanical Garage Parking Lifts and 969 Sq. Ft. of Ground-Floor Commercial Space with Height and Density Bonuses and a Front Setback Waiver, Located on Two Adjacent Downtown Parcels at 703-723 Third St. and 898 Lincoln Ave. (APNS: 011-278-01 & -02) (CD)

*Recommended Action - Adopt Resolution*

**b. New Library Facilities Planning Study**

Informational Report and Recommendations on the San Rafael Public Library Facilities Planning Study (LR)

*Recommended Action – Accept report and provide direction to staff*

**c. Information Technology Services Agreement**

Resolution Authorizing the City Manager to Execute a General Service Agreement with Addendum with Xantrion, Inc., for Information Technology Services from November 1, 2019 Through October 31, 2020 In an Amount Not to Exceed \$987,000 (DS)

*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](mailto: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 STAFF REPORT**

**Department: City Clerk**

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

**City Manager Approval:** \_\_\_\_\_

**TOPIC: FIRE COMMISSION INTERVIEWS**

**SUBJECT: INTERVIEW APPLICANTS AND CONSIDER APPOINTMENTS TO FILL ONE UNEXPIRED FOUR-YEAR TERM TO THE END OF MARCH 2021 ON THE SAN RAFAEL FIRE COMMISSION DUE TO THE RESIGNATION OF LEONARD THOMPSON**

**RECOMMENDATION:**

Interview the following applicants and appoint one applicant to fill one unexpired four-year term on the Fire Commission, with a term to expire the end of March 2021. If the appointment of an applicant creates an additional vacancy on the Fire Commission, the City Council has the authority to appoint another applicant to fill that vacancy.

<b>Names</b>
Elias Hill
Lisa Hamilton
Stan Burford

**BACKGROUND:**

At the meeting of July 15, 2019, the City Council called for applications for the Fire Commission to fill one unexpired four-year term to the end of March 2021 due to the resignation of Leonard Thompson. Seven (7) applications were received in the City Clerk’s Office by the deadline of Tuesday, August 6, 2019. Due to the volume of applications received, a subcommittee of the City Council carried out an initial review of the seven applications and selected three to be interviewed by the full City Council.

**COMMUNITY OUTREACH:**

The call for applications for the Fire Commission was advertised in Snapshot (the City Manager’s e-newsletter), the City website, Nextdoor and Facebook social media platforms.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

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**FOR CITY CLERK ONLY**

**File Number:**

**Council Meeting:**

**Disposition:**

**RECOMMENDED ACTION:**

Interview the following applicants and appoint one applicant to fill one unexpired four-year term on the Fire Commission, with a term to expire the end of March 2021. If the appointment of an applicant creates an additional vacancy on the Fire Commission, the City Council has the authority to appoint another applicant to fill that vacancy.

**ATTACHMENTS**

1. Three applications
2. Municipal Code Section 2.16.010 (Fire Commission)

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## Profile

Elias  
First Name

D  
Middle Initial

Hill  
Last Name

### Which Boards would you like to apply for?

Fire Commission: Submitted

[Redacted]  
Email Address

[Redacted]  
Street Address

[Redacted]  
Suite or Apt

San Rafael  
City

CA  
State

94901  
Postal Code

### Are you a resident of San Rafael

Yes  No

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

Under 1 year

[Redacted]  
Primary Phone

[Redacted]  
Alternate Phone

Slalom LLC  
Employer

Client Service Partner  
Job Title

### Business Address

[Redacted]

### How did you learn about this vacancy? \*

NextDoor

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## Interests & Experiences

### Do you participate in any civic activities?

Professionally, I work with federal, state, and local departments/agencies to better serve constituents through strategy, operations, and technology transformation. Most recently, I drove a strategy and technology transformation with the Department of Police Accountability.

**List any civic organizations of which you are a member:**

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I am not currently active in any civic organizations. In the past: Boy Scouts of America, Volunteer Golden Gate Breakfast Club, Member

**Education:**

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BS Nuclear Engineering, UC Berkeley

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

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I believe in the San Rafael Fire Department's mission to deliver exceptional public service and to provide the best public fire services available. In the capacity of a commissioner, I bring a strategy background, including initiative prioritization and technology services in support of an organization's mission. As recent years have seen a marked increase wildfire impacts, I believe one area of focus is to expand our response and preparation capabilities through internal initiatives and relationships with other departments, Cal Fire, and utilities. Ultimately, all efforts must align to the mission and yield measurable value to the community. I also bring a strong background in public speaking, providing critical analysis, and asking/answering tough questions, each of which I believe are minimal requirements for this position. I understand the gravity of the critical services that the San Rafael Fire Department brings to the community. With the approval of the San Rafael Wildfire Prevention and Protection Action Plan by the San Rafael City Council, the 38 wildfire prevention goals stand as a strong framework. Prioritizing, detailing, and ultimately implementing these goals will involve consideration and thought. If selected to serve as a commissioner, I would work to ensure that our community is provided the very best service and that our fire department has the support they need now and in the future. Thank you for your consideration, Eli

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

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Professionally, I am engaged with public sector departments and agencies throughout California; none in Marin County. My father serves as a member of the Board of Directors for Golden Gate Bridge, Highway and Transportation District. If any conflicts arise, I would follow ethics guidelines and, if appropriate, recuse myself from proceedings.

[Eli Hill - Resume.pdf](#)

Upload a Resume

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**Demographics (Optional)**

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

**Ethnicity:**

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To which gender to your most identify?

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A solid black rectangular redaction box covering the response to the gender question.

How old are you?

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A solid black rectangular redaction box covering the response to the age question.



**Eli Hill**, Client Service Partner, Public Sector

### Summary

**Eli is an industry-recognized leader with 20+ years of experience successfully engaging with large enterprises to deliver mission-critical outcomes.**

Eli Hill brings strong public sector professional services capability across federal, state, and local levels. He has a track record of delivering high-value outcomes through effective stakeholder engagement. As a Public Sector leader at Slalom, he is dedicated to partnering with public sector customers across the Northern California region to tackle big challenges with Slalom’s best thinking and people. He is known for building partnerships and value-oriented delivery, focused on bringing out the best of the customer’s internal talent.

Areas of Expertise		Industries
<ul style="list-style-type: none"> <li>• Program Management</li> <li>• Project Management</li> <li>• Engagement Leadership</li> <li>• Vendor Selection</li> <li>• Vendor Management</li> <li>• Digital Transformation</li> <li>• Technology Architecture</li> </ul>	<ul style="list-style-type: none"> <li>• Data and Analytics</li> <li>• Identity and Access Management</li> <li>• Routing and Switching</li> <li>• Messaging and Collaboration</li> <li>• Cybersecurity Technology</li> </ul>	<ul style="list-style-type: none"> <li>• Public Sector (Federal / State / Local)</li> <li>• Utility</li> <li>• Media</li> <li>• Private Equity</li> <li>• Retail</li> <li>• Life Sciences</li> </ul>

### Professional Experience Highlights

#### Relevant Consulting Projects

- Engagement Leader** – Public Sector (Justice), Complainant Improvement Project
- Engagement Leader** – Utilities, Cloud Services Transformation
- Technology Leader** – Utilities, Next Generation Enterprise Security
- Technology Leader** – Utilities, Critical Infrastructure Protection Upgrade
- Engagement Leader** – Utilities, Collaboration Platform Upgrade and Migration
- Lead Architect** – Public Sector (Justice) Enterprise Collaboration Consolidation
- Lead Architect** – Public Sector (Defense), Finance and Accounting Service Divestiture
- Lead Architect** – Public Sector (State), Centralized Shared Services Standup

#### Company History

- Client Partner** – Slalom, San Francisco, CA, 2011 – present
- Solutions Architect** – Quest Public Sector, Rockland, MD, 2009 – 2011
- Solutions Architect** – Janalent, Los Angeles, NV, 2007 – 2009
- Sr Consultant** – Corplnfo, Los Angeles, CA, 2005 – 2007
- Sr Consultant** – Corevera, San Francisco, CA, 2004 – 2005
- Sr Network Engineer** – Micromenders, San Francisco, CA, 1999 – 2004



## Detailed Professional Experience

### **Slalom, San Francisco, CA, 2011 – present**

Slalom is a modern consulting firm focused on strategy, technology, and business transformation. In 27 cities across the U.S., U.K., and Canada, our teams have autonomy to move fast and do what's right. They're backed by seven regional innovation hubs, a global culture of collaboration, and partnerships with the world's top technology providers.

#### **Engagement Lead — PS (Justice), Case Management Capacity Building**

The San Francisco Department of Police Accountability was looking to expand capacity and improve efficiency related to its case management functions. The organization needed to clearly understand and address the root cause of challenges impacting capacity and efficiency across functional areas. As Engagement lead, Eli worked directly with the Director to ensure alignment with department objectives.

- Led an effort to understand and map the end-to-end experience of client staff and customers as they engage with the client organization
- Captured critical pain points and facilitated workshops to co-create and prioritize solutions
- Developed recommendations for improvement

#### **Engagement Leader — Utilities, Cloud Services Transformation**

A large west coast utility continued to host email on internally managed platform for 35,000 people. The organization was trying to determine the best way to optimize costs, capabilities, and regulatory requirements, including retention and cybersecurity. As engagement leader, Eli was accountable for outcomes.

- Established business case to migrate data and services from on-premise to the cloud
- Managed team that designed and implemented technology architecture
- Managed team that developed and executed the enterprise migration plan
- Reported weekly to the executive steering committee
- Delivered engagement successfully within budget and time

#### **Technology Leader — Utilities, Next Generation Enterprise Security**

A large utility had traditional network security infrastructure to manage access to critical systems. The technology leadership was considering various approaches to manage increasing prevalence of cybersecurity threats. As technology leader, Eli assembled/distilled requirements, developed solution options/recommendations, and designed/implemented the overall solution.

- Developed and delivered selection process among five (5) vendors; presented to IT steering committee for approval of recommendations
- Design and implemented enterprise-wide network security solution to achieve compliance for Bulk Electric System (BES) Cyber Systems (BCS)
- Managed engineering team to configure and operationalize the solution

#### **Technology Leader — Utilities, Critical Infrastructure Protection Upgrade**

A large electric utility needed to achieve compliance with new NERC requirements or face daily fines. In order to succeed, a multi-functional program was established with focus on technology, process,



and change management. In the technology track, a portfolio of projects was established to remediate capability gaps. Eli successfully managed the technology portfolio.

- Developed and maintained technology portfolio prioritization, status, and execution
- Managed architecture team to deliver 26 solutions as part of the technology portfolio
- Coordinated directly with the process and change management leads to ensure cohesive approach to achieving required outcomes

### **Engagement Leader — Utilities, Collaboration Platform Upgrade and Migration**

A large utility had an enterprise collaboration platform that was not optimized for search and could not meet required restoration timeframe in the event of a disaster. Left alone, the organization would be unable to leverage the platform as it did not meet mandatory requirements. Eli, as Engagement Leader, was accountable for the project outcomes.

- Performed an assessment on existing collaboration services and developed the business case for a new platform
- Established enterprise-wide change management network to engage stakeholders across the organization
- Designed and implemented new system, migrated content and services,
- Delivered enhanced search capability, met recovery-time- and recover-point-objectives, configured responsive design, and redesigned site branding
- Delivered outcomes on-time/on-budget

### **Quest Software, Public Sector, Rockland, MD, 2009 – 2011**

Founded in 1987, Quest Software is a global software company providing solutions to 130,000 companies across 100 countries, including 95% of the Fortune 500 and 90% of the Global 1000. Areas of focus include management and protection of data, support for hybrid environments, capabilities to track all network-connected devices, and achieve compliance and governance of identities across the enterprise. The Public Sector Professional Services Organization is a subsidiary of Quest Software that exclusively serves United States federal, state, and local government entities.

### **Lead Architect — Public Sector (Justice) Technology Services Consolidation**

The Department of Justice (100,000+ employees) includes several agencies including the FBI, the DEA, and the ATF. Each agency had stood up its own IT infrastructure for identity and messaging services disallowing centralized management. It was decided to centralize these functions. As Lead Architect, Eli was responsible for solution outcomes.

- Designed and implemented the migration infrastructure to support volume and resiliency requirements
- Managed the process definition and communications with agency liaisons and central operations team
- Met regularly with department officials to provide status updates
- Delivered outcomes on-time/on-budget



### **Lead Architect — Public Sector (Defense), Finance and Accounting Service Divestiture**

The Marine Corps determined that its finance and accounting function be divested from the main Defense Finance and Accounting Services (DFAS) agency. Due to constraints, the engagement needed to be executed inside of one month. As Lead Architect, Eli was responsible for solution outcomes.

- Designed and implemented the migration infrastructure to support the divestiture
- Worked directly with military personnel to ensure that the defined process was supported
- Delivered outcomes on-time/on-budget

### **Lead Architect — Public Sector (State), Centralized Shared Services Standup**

A large state prison system was in receivership due to failure to adequately meet prisoner medical needs. As a result, prison healthcare personnel and resources were to be transitioned to a divested organization under new management, as prescribed by the receiver. As part of this transition, technology identities and resources were considered in-scope. As Lead Architect, Eli was responsible for solution outcomes.

- Performed an assessment on existing technology services and developed the business case for shared-services model
- Designed and implemented the proposed systems and governance in support of a shared-services approach
- Delivered outcomes on-time/on-budget

## **Education**

**Bachelor of Science, Nuclear Engineering**  
*University of California at Berkeley – College of Engineering*

## **Certifications, Affiliations, and Recognitions**

- Cisco Certified Internetwork Expert (CCIE) #7048 (Emeritus)
- Security+
- Top Secret Security Clearance (inactive)
- CPR/First Aid/AED Certification



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## Profile

Lisa \_\_\_\_\_ Hamilton \_\_\_\_\_  
First Name Middle Initial Last Name

### Which Boards would you like to apply for?

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Fire Commission: Submitted

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite or Apt

San Rafael \_\_\_\_\_  
City

CA \_\_\_\_\_  
State

94901 \_\_\_\_\_  
Postal Code

### Are you a resident of San Rafael

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Yes  No

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

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6

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Alternate Phone

Self \_\_\_\_\_  
Employer Job Title

### Business Address

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\_\_\_\_\_

### How did you learn about this vacancy? \*

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NextDoor

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## Interests & Experiences

### Do you participate in any civic activities?

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Yes. Current listed below. Please see resume for complete list. Treasurer-Elect - California Association for Professional Clinical Counselors Volunteer - San Rafael Public Library "Reading Buddies" Volunteer - Covia Group

**List any civic organizations of which you are a member:**

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California Association for Professional Clinical Counselors

**Education:**

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Masters - Arizona State University MC (Counseling Psychology) Bachelor - College of William and Mary in Virginia BBA (Accounting)

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

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As an almost 10-year Marin and current San Rafael resident, I have a vested interest in supporting the needs of our fire department. I also have a strong desire to see our community safe and well-prepared. With professional careers in both accounting and as a licensed psychotherapist I have a deep understanding of how to effectively facilitate operations and manage an organization's finances and resources. I have served on several non-profit boards. My ability to collaborate with multiple stakeholders, and when necessary, lead initiatives will allow me to add value to the Fire Commission and the San Rafael community.

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

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None

[Resume\\_LisaHamilton.pdf](#)

Upload a Resume

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**Demographics (Optional)**

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

**Ethnicity:**

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None Selected

**To which gender to your most identify?**

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None Selected

**How old are you?**

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None Selected

# Lisa Hamilton MC, LPCC

## PROFESSIONAL SUMMARY

Professional accountant and licensed professional clinical counselor with deep experience in civic leadership, organizational financial management, and evidence-based therapies. Employs a strengths-based and solution-focused approach to supporting stakeholders in achieving their goals.

## CIVIC LEADERSHIP & ENGAGEMENT

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California Association for Licensed Clinical Counselors *Treasurer-Elect*

Animal Defense League of Arizona *Treasurer (former)*

Phoenix Mountains Preservation Council *Treasurer (former)*

San Rafael Citizen's Police Academy *Graduate*

San Rafael Public Library *Volunteer*

Covia *Volunteer*

Marin Humane Society *Volunteer Training Associate*

## PROFESSIONAL EXPERIENCE

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Private Practice *Licensed Psychotherapist*

Mill Valley, California

May 2018 – present

Myoko's Kitchen *Controller*

Fairfax, California

September 2014 – August 2016

- Responsible for all accounting operations including maintaining accounting records, complying with management reporting needs, preparing budgets, and managing organization cash flow

Touchpoint Metrics, Inc. *Finance and Operations Manager*

San Anselmo, California

October 2011 – May 2014

- Accumulated and consolidated financial data necessary for timely and accurate monthly, quarterly, and annual management reporting
- Managed organizational cash flow forecasting by working in partnership with the CEO and COO
- Assisted in the preparation of departmental and company-wide annual budgets
- Managed budgetary variances with individual departments

Alcohol Recovery Solutions *Licensed Psychotherapist*

Phoenix, Arizona

August 2007 – January 2010

Intensive Outpatient Program – Drug and Alcohol Use Disorders

- Facilitated process and psychoeducation groups supporting aftercare and relapse prevention
- Focused on concerns related to early and long-term recovery including triggers and cravings, peer support, anger management, depression, anxiety, resiliency, relapse prevention, grief and loss, stress management, interpersonal communication skills, healthy boundaries, and the 12-step recovery process

**Moss Adams, LLP Senior Financial Consultant**  
Scottsdale, Arizona

September 2005 – July 2007

**Banner Health System Licensed Psychotherapist**  
Scottsdale, Arizona

November 2002 – September 2005

Residential Treatment and Intensive Outpatient Programs – Drug and Alcohol Use Disorders

- Performed intake assessments and developed treatment and discharge plans with patients participating in a 28-day residential treatment program
- Provided weekly psychotherapy to individuals, couples, and families
- Facilitated process and psychoeducation groups covering topics such as anger management, anxiety, resiliency, grief and loss, stress management, interpersonal communication skills, and healthy boundaries
- Worked as part of a multidisciplinary team including psychiatrists, psychiatric nurses, social workers, and other licensed psychotherapists to provide a full continuum of mental health and medication management services

**Phoenix Interfaith Counseling Resident/Therapist**  
Phoenix, Arizona

April 2002 – June 2003

- Provided outpatient counseling with adults presenting with borderline personality disorder, depression, anxiety, trauma, and other mental disorders including bipolar, feeding, and schizophrenia spectrum disorders
- Participated in weekly group and individual supervision, DBT consultation teams, case staffings, and agency training

**Spatula Soup Intern Therapist**  
Chandler, Arizona

January 2001 – April 2002

- Provided therapeutic interventions through small groups and individual sessions with children diagnosed with ADHD, oppositional defiant, depression, psychosis, autism, obsessive compulsive, or bipolar disorder

**Arthur Andersen, LLP**  
Phoenix, Arizona

1990 - 1993, 1994 – 1998

- Performed financial statement audits and consulting engagements, supervising teams of up to 25+ professionals

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## EDUCATION

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Arizona State University MC (Counseling Psychology)  
College of William and Mary BBA (Accounting)

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## LICENSURE

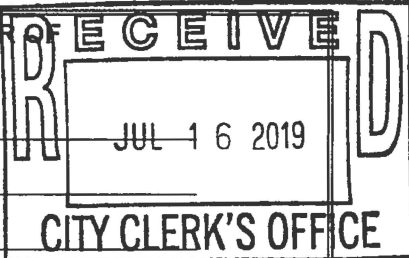
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California Board of Behavioral Sciences *Licensed Professional Clinical Counselor #LPCC4894*  
March 2018

Arizona Board of Behavioral Health Examiners *Licensed Professional Counselor #LPC10947*,  
December 2003



CITY OF SAN RAFAEL APPLICATION TO SERVE AS MEMBER OF  
Fire Commission



NAME:

STAN Burford

STREET ADDRESS:

[Redacted]

CITY/STATE/ZIP CODE:

SAN RAFAEL, CA 94901

RESIDENT OF THE CITY OF SAN RAFAEL FOR 25 YEARS

PRESENT POSITION: RETIRED / Current: SRFD FIRE COMMISSIONER / ALTERNATE

NAME OF FIRM: KGO RADIO/TV

1600 Los Gatos Drive #345

BUSINESS ADDRESS: SF

SAN RAFAEL, CA 94903

\*HOME & BUSINESS:

[Redacted]

\*E-MAIL ADDRESS:

EDUCATION: AA City College San Francisco - 1962

BA SAN FRANCISCO STATE College - 1964

MA SAN FRANCISCO STATE College - 1969

PARTICIPATION IN THE FOLLOWING CIVIC ACTIVITIES: SAN ANSELMO BOARD OF REVIEW 1986-93

Metropolitan Transportation Commission / Advisory Council 1995-97

Fair Hills Property Owners Association - President 1994-1999

SR Fire Commission April 2018 - Present

MEMBER OF FOLLOWING CIVIC ORGANIZATIONS: National Academy of Television Arts & Sciences

NOR-CAL President & NATIONAL TRUSTEE 1981/86 - LIFE MEMBER NATAS

CARRS Community Project 2010 - Present. Whistle Stop Carpool 2017 - Present

HOMEWARD Bound 2017 - Present

MY REASONS FOR WANTING TO SERVE ARE: Support "Wildfire Prevention & Protection Action

Plan" - Reintroduce BLUE MARKER Poolwater ID Program.

Support FD with NEW EQUIPMENT AND TECHNOLOGIES

DESCRIBE POSSIBLE AREAS IN WHICH YOU MAY HAVE A CONFLICT OF INTEREST WITH THE CITY:  $\phi$

DATE:

7/15/19

SIGNATURE:

[Handwritten Signature]

Filing Deadline:

Date: Tuesday, August 6, 2019

Time: 5:00 p.m.

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

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

7/15/19

Lindsay Lara, City Clerk  
City of San Rafael  
1400 Fifth Ave - #209  
PO Box 151560  
San Rafael, CA 94915

Lindsay Lara  
City Clerk

I would like to offer my application for consideration for the unexpired four-year Commission term of Leonard Thompson.

Already being seated on the Commission gives me a unique perspective on the duties and obligations. The near term obligation of implementing the "Wildfire Prevention and Protection Action Plan" and the long term requirements of building a truly Fire Safe Marin are challenges I feel prepared to help the SRFD meet.

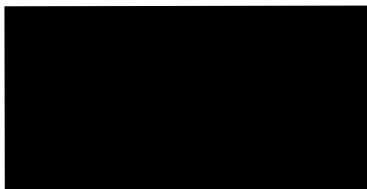
Thank you for your consideration

Cordially

Stan Burford



San Rafael, CA 94901



## **SAN RAFAEL CHARTER**

### **ARTICLE VIII Executive and Administrative Departments, Section 10. FIRE COMMISSION.**

There shall be a board of fire commissioners appointed by the council, the exact number of which shall be set by ordinance or resolution of the council, one of whom may be a councilman. The chief of the fire department shall be an ex officio member of the commission but shall not be entitled to vote as a member of the commission. The members of the commission shall serve for a term of four years and shall be subject to removal by the affirmative vote of three members of the council. The terms of office of members of the commission shall be staggered in the manner provided by resolution of the council. The board of fire commissioners shall exercise such powers and perform such duties as may be prescribed or conferred in this charter or by the ordinances of the city. (Assembly Concurrent Resolution No. 121, August 20, 1973: Senate Concurrent Resolution No. 46, May 31, 1967.)

#### **2.16.010 Board of Fire Commissioners.\***

A board of fire commissioners is created. (Ord. 889 § 2, 1967: Ord. 825 § 1, 1965: Ord. 422).

\* Fire Commission--See San Rafael Charter, Art. VIII § 10.

#### **2.16.011 Board membership--Compensation.**

The board of fire commissioners shall consist of five members appointed by the city council, one of whom may be a councilman. The chief of the fire department shall be an ex officio member of the commission, but shall not be entitled to vote as a member of the commission. All members of the commission shall serve without compensation. (Ord. 889 § 3 (part), 1967).

#### **2.16.012 Board term of office and removal.**

The members of the board of fire commissioners shall serve for a term of four years and shall be subject to removal by the affirmative vote of three members of the council. The terms of office of members of the commission shall be staggered in the manner provided by resolution of the city council. (Ord. 889 § 3 (part), 1967).

#### **2.16.013 Board powers and duties.**

Subject to the direction and control of the city council, as provided in Section 2.04.030 of this code, the powers and duties of the board of fire commissioners shall be:

To review and recommend concerning the future needs of the fire department in respect to long-range capital needs, including buildings, training facilities, and water mains and hydrant replacements;

To review the relationship of the fire department with other governmental agencies and private entities concerning topics which the commission feels present a true and pressing need for the city's fire service, i.e., mutual aid and the fire rating system of the Independent Insurance Office;

To review, comment and make recommendations regarding the annual operating budget of the department;

To recommend to the fire chief and the city council action concerning initial adoption and future amendments to the fire prevention code, the building code, and other such ordinances which pertain to the prevention of fires within the community;

To receive monthly reports from the department head concerning the general operations and functions of the department;

To perform such other duties as may be prescribed by the city council.

(Ord. 1131 § 1, 1974: Ord. 889 § 3 (part), 1967).

**In the Council Chambers of the City of San Rafael, Monday, September 3, 2019 at 7 p.m.**



**Regular Meeting**

**San Rafael City Council**

**Minutes**

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

Absent: None

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

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

Mayor Phillips called the meeting to order at 7:05 p.m.

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

1. Mayor Phillips announced Closed Session items.

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

2. Closed Session:

- a. Conference with Legal Counsel – Existing Litigation  
Government Code §54956.9(d)(1)  
Barron v. City of San Rafael, Marin County Superior Court No. CIV1702502
- b. Conference with Legal Counsel-Existing Litigation  
Government Code §54956.9(d)(1)  
Gerstle Park Sidewalk Solutions v. City of San Rafael, Marin County Superior Court  
No. CIV 1702742
- c. Conference with Legal Counsel – Anticipated Litigation  
Government Code §54956.9(d)(4) – Initiation of Litigation (One case)

City Attorney Robert Epstein advised that the City Council had taken an action on Agenda item 2.c. in Closed Session that is reportable under Government Code section 54957.1(a)(2). He reported that the City Council voted unanimously in favor of joining with a coalition of California local public agencies in submitting an amicus curiae brief in support of the City of Boise's petition to the United States Supreme Court for a writ of certiorari in the Martin v. City of Boise case decided by the Federal Court of Appeals for the Ninth Circuit.

**OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM**

- San Rafael Board of Education Trustee Greg Knell introduced San Rafael City Schools new Superintendent, Jim Hogeboom
- Tom Oblatz addressed the City Council honoring former City Clerk Jeanne Leoncini, announced San Rafael Pacifics' second championship win, and announced the San Rafael PorchFest event on September 22, 2019
- Gina Silvestri, President Gerstle Park Neighborhood Association, announced the second annual San Rafael PorchFest on September 22, 2019
- Salamah Locks reported on the Marin County Commission on Aging
- John Boland, President Baypoint Lagoons Homeowners Association, addressed the City Council regarding a recent fire adjacent to his neighborhood
- Letha Marchetti addressed the City Council regarding SMART train horns
- Donna Saberman addressed the City Council regarding the Baypoint Lagoons community
- Deborah Solvason addressed the City Council regarding SMART train horns
- Steven Bingham, Co-Director of Sylvia Bingham Fund, addressed the City Council regarding pedestrian and bicycle safety
- Lisa Zaslove addressed the City Council regarding Baypoint Lagoons community

**CITY MANAGER'S REPORT:**

**3. City Manager's Report:**

City Manager Jim Schutz announced the City of San Rafael's receipt of the full gold level beacon awards for agency greenhouse gas reductions, energy savings, and community greenhouse gas reductions. Additionally, San Rafael received a platinum level award for sustainability best practices through the Institute of Local Government; he announced the Second Annual Marin Volunteer Fair to be held Saturday, September 7, 2019 from 10-2:00 p.m. at the Lagoon Park at the Marin Civic Center; he announced the Police Department's series of upcoming meetings regarding working with the community, getting feedback on the work of the police department, understanding the needs from the community's perspective and looking at public safety from a problem solving perspective. There would be four different meetings in four different regions of San Rafael: September 9, 10, 17 and 18th. Additionally, he commented on wildfire prevention, housing, and Baypoint Lagoons.

Mayor Phillips provided comments

**CONSENT CALENDAR:**

**4. Consent Calendar Items:**

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

**c. Alarm Ordinance Adoption**

**Second Reading and Final Adoption of Ordinance 1973: An Ordinance of the City of San Rafael Amending Chapter 8.20 of the San Rafael Municipal Code Regulating Intrusion Detection Alarm Systems (PD)**

[Alarm Ordinance Adoption](#)

Councilmember Colin moved and Councilmember McCullough seconded to continue

Continued

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

***Minutes subject to approval at the City Council meeting of October 7, 2019***

Councilmember McCullough moved and Councilmember Colin seconded to approve the remainder of the Consent Calendar items

- a. **Approval of Minutes**  
**Approve Minutes of City Council / Successor Agency Regular and Special Meetings of Monday, August 19, 2019 (CC)**  
[Special Minutes 2019-08-19](#)  
[Regular Minutes 2019-08-19](#)

Approved minutes as submitted

- b. **Bicycle and Pedestrian Advisory Committee Vacancies**  
**Call for Applications to Fill Three Four-Year Terms and One Alternate Four-Year Term on the Bicycle and Pedestrian Advisory Committee to the End of November 2023 Due to the Expiration of Terms of Marc Solomon, Philip Mooney, Jim Geraghty and Alternate Member Barry Bergman (CC)**  
[Bicycle and Pedestrian Advisory Committee Vacancies](#)

Approved staff recommendation

- d. **Traffic Safety Grants**  
**Resolution Approving Use of State of California Office of Traffic Safety Grant Funds in the Amount of \$100,000 for the "Selective Traffic Enforcement Program" ("STEP") Grant from October 1, 2019 Through September 30, 2020, and Authorizing the City Manager to Execute a Grant Agreement and Any Other Documents Related to the Grant (PD)**  
[Traffic Safety Grants](#)

RESOLUTION 14719 - RESOLUTION APPROVING USE OF STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT FUNDS IN THE AMOUNT OF \$100,000 FOR THE "SELECTIVE TRAFFIC ENFORCEMENT PROGRAM" ("STEP") GRANT FROM OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THE GRANT

- e. **FY 2019-20 Fleet Vehicle Purchases**  
**Resolution Authorizing the City Manager to Purchase One Parking Services Enforcement Vehicle and Two Public Works Vehicles, Including Outfitting, For a Total Not to Exceed Amount of \$242,900 (PW)**  
[FY 2019-20 Fleet Vehicle Purchases](#)

RESOLUTION 14720 - RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE ONE PARKING SERVICES ENFORCEMENT VEHICLE AND TWO PUBLIC WORKS VEHICLES, INCLUDING OUTFITTING, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$242,900

- f. **City Hall Switchgear Replacement Project**  
**Accept Completion of the City Hall Switchgear Replacement Project (City Project No. 11304), and Authorize the City Clerk to File the Notice of Completion (PW)**  
[City Hall Switchgear Replacement Project](#)

Approved staff recommendation

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

**SPECIAL PRESENTATIONS:**

**5. Special Presentations:**

**a. Presentation of a Proclamation for National Preparedness Month**

Mayor Phillips presents the Proclamation to Quinn Gardner, Emergency Manager.

**OTHER AGENDA ITEMS:**

**6. Other Agenda Items:**

**a. Regional Wildfire Prevention  
Marin Wildfire Prevention Authority Informational Report (FD)  
[Regional Wildfire Prevention](#)**

Fire Chief Christopher Gray presented the staff report and introduced County of Marin Fire Chief Jason Webber, City of Novato Fire Chief Bill Tyler, and County of Marin Fire Battalion Chief Christie Neill, who provided additional comments.

Staff responded to questions from the City Council

Mayor Phillips invited public comment

**Speakers:** Deborah Solvason, Jay Hubert, Victoria Dewitt, Belle Cole, Bill Carney, Sustainable San Rafael, Linda Jackson, Sustainable San Rafael Board Member

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

City Councilmembers provided comments

Councilmember Colin moved and Councilmember Bushey seconded to accept the report

Accepted report

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

**b. Housing Development Challenges  
Informational Report on the Challenges to Approving and Developing Housing (CD)  
[Housing Development Challenges](#)**

Community Development Director Paul Jensen presented the staff report

Staff responded to questions from the City Council

Mayor Phillips invited public comment

**Speakers:** Diane Henderson, Lorenzo Jones, San Rafael Chamber Board Chair, Carolyn Lenert, Linda Jackson, Aging Action Initiative, Greg Knell, Bill Carney, Sustainable San Rafael, Victoria Dewitt, Asya Sorokurs, Legal Aid of Marin, Josh Townsend, San Rafael Chamber of Commerce

**Minutes subject to approval at the City Council meeting of October 7, 2019**

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

Staff responded to questions for the City Council and the public. Councilmember provided comments.

Councilmember Colin moved and Councilmember Bushey seconded to accept the report

Accepted report

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

**c. Grand Jury Report: "Marin's Telecommunications Disconnect" Resolution Approving and Authorizing the Mayor to Execute the City's Response to the June 13, 2019 Marin County Civil Grand Jury Report Entitled, "Marin's Telecommunications Disconnect" (CM)**

[Grand Jury Report Marin's Telecommunications Disconnect](#)

Daniel Soto, Associate Management Analyst, presented the staff report

Councilmember McCullough provided additional background as an appointee to the Marin Telecommunications Agency

Mayor Phillips invited public comment

**Speakers:** Bruce Bogan, Carolyn Lenert, Kim Hahn, Robert Ernst, Vicki Sievers, EMF Safety Network

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

Councilmember McCullough, staff and Marin Telecommunication Agency Executive Officer, Jean Bonander, responded to questions from the City Council and the public

City Councilmembers provided comments.

Councilmember Bushey moved and Councilmember McCullough seconded to adopt the Resolution

RESOLUTION 14721 - RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CITY'S RESPONSE TO THE JUNE 13, 2019 MARIN COUNTY CIVIL GRAND JURY REPORT ENTITLED, "MARIN'S TELECOMMUNICATIONS DISCONNECT"

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

**COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:**

**7. Councilmember Reports: - None.**

- Mayor Phillips commented on Sonoma-Marín Area Rail Transit, and gun safety in San Rafael.



**SAN RAFAEL SUCCESSOR AGENCY**

1. Consent Calendar: - None.

**ADJOURNMENT:**

Mayor Phillips adjourned the City Council meeting at 11:10 pm.

\_\_\_\_\_  
LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
GARY O. PHILLIPS, Mayor

DRAFT

In the Council Chambers of the City of San Rafael, Monday, September 16, 2019



**Regular Meeting**

**San Rafael City Council**

**Minutes**

Present: Mayor Phillips  
Councilmember Colin  
Councilmember Gamblin

Absent: Vice Mayor McCullough  
Councilmember Bushey

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

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

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

1. Mayor Phillips announced 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

Mayor Phillips called the Regular Meeting to order at 7:03 p.m.

City Attorney Robert Epstein announced that no reportable action was taken in Closed Session.

**OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM**

None.

**CITY MANAGER’S REPORT:**

3. City Manager’s Report:
  - City Manager Jim Schutz announced:
    - Police Department community meetings on September 17, 2019 at San Rafael High School Library at 6:15 p.m. and on September 18, 2019 at Davidson Middle School Library at 6:15 p.m.

***Minutes subject to approval at the City Council meeting of October 7, 2019***

- 2020 Census Forum with First 5 Marin and County of Marin on September 19, 2019 from 8:30 - 10:30 a.m.
- Coastal Cleanup on September 21, 2019 at Starkweather Shoreline Park from 9-12 p.m.
- Second Annual PorchFest event on September 22, 2019 in Gerstle Park neighborhood from 12 - 5:00 p.m. and the Mont Marin neighborhood Ice Cream Social from 3 - 5:00 p.m.

Mayor Phillips commented on the Police Department community outreach meetings and Porchfest

**CONSENT CALENDAR:**

**4. Consent Calendar Items:**

Item 4.d held from the Consent Calendar for comment by Councilmember Colin

Mayor Phillips invited public comment on the remainder of the Consent Calendar; however, there was none.

Councilmember Colin moved and Councilmember Gamblin seconded to approve the remainder of the 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)**  
[Los Ranchitos Road at North San Pedro Road Traffic Signal](#)

RESOLUTION 14722 - 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

- b. **Revocable License Agreement with SMART Resolution Approving and Authorizing the City Manager to Execute a Revocable License Agreement with the Sonoma-Marin Area Rail Transit (SMART) District (PW)**  
[4.b Revocable License Agreement with SMART](#)

RESOLUTION 14723 - RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REVOCABLE LICENSE AGREEMENT WITH THE SONOMA-MARIN AREA RAIL TRANSIT (SMART) DISTRICT

- 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)**  
[FEMA Hazard Mitigation and Pre-Disaster Mitigation Grant Funds](#)

**Minutes subject to approval at the City Council meeting of October 7, 2019**

RESOLUTION 14724 - 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

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

The following item was removed from the Consent Calendar:

- 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)**  
[Senate Bill 2 Planning Grants Program](#)

[Councilmember Colin provided comments](#)

[Mayor Phillips invited public comment](#)

**Speakers:** [Kate Powers, GP2040 Steering Committee member](#)

[There being no further comment from the audience, Mayor Phillips closed the public comment period.](#)

[Staff responded to comments from the public and staff.](#)

[Councilmember Colin moved and Councilmember Gamblin seconded to adopt the Resolution](#)

RESOLUTION 14725 - RESOLUTION AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS; CASE NO. P19-04

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

**OTHER AGENDA ITEMS:**

**5. Other Agenda Items:**

- a. **Gun Control and Safety Informational Report Relating to Gun Control and Safety Measures (CM)**  
[Gun Control and Safety](#)

[Mayor Phillips expressed thanks to staff for their work and provided background as to why the item was placed on the City Council agenda](#)

[City Manager Jim Schutz commented on the item and introduced Daniel Soto, Associate Management Analyst, who presented the staff report. Additionally, he noted City](#)

***Minutes subject to approval at the City Council meeting of October 7, 2019***

Attorney Consultant Nira Doherty, Police Lieutenant Dan Fink, and District Attorney Lori Frugoli were present to provide comments

Staff responded to questions from the City Council

District Attorney Frugoli, Moms Demand Action for Gun Sense representative Mary Valente, and Brady Center Board of Trustee Member Tony Porter responded to questions from the City Council

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

Councilmembers provided comments and a subcommittee of Mayor Phillips and Councilmember Gamblin was formed to review options and make recommendations at a later date

Councilmember Colin moved and Councilmember Gamblin seconded to accept the report

Accepted report and provided feedback to staff

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

**b. Update on SMART Extension to Larkspur  
Informational Update Regarding the Sonoma-Marin Area Rail Transit (SMART)  
Construction Project to Extend Service Through Downtown San Rafael to  
Larkspur (PW)  
[Update on SMART Extension to Larkspur](#)**

Public Works Director Bill Guerin presented the staff report

The consultant and staff responded to questions from the City Council concerning the schedule for the implementation of a quiet zone at Jacoby Street. Additionally, the City Council expressed concern regarding the delay of Jacoby Street being incorporated into the quiet zone due to the need to create a public crossing at Jacoby Street.

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

Councilmember Gamblin moved and Councilmember Colin seconded to accept the report

Accepted report

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

**Minutes subject to approval at the City Council meeting of October 7, 2019**

**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)**

Library and Recreation Personnel Changes

City Manager Jim Schutz announced Director of Library and Recreation, Susan Andrade-Wax, was named by California Parks and Recreation Society as a 'Top Fifty Over Fifty'

Director of Library and Recreation Department Susan Andrade-Wax presented the staff report

Staff responded to questions from the City Council

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

Councilmembers provided comments

Councilmember Colin moved and Councilmember Gamblin seconded to adopt the Resolution

RESOLUTION 14726 - RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO DELETE THE LIBRARY DIRECTOR CLASSIFICATION AND ADD THE ASSISTANT LIBRARY AND RECREATION DIRECTOR CLASSIFICATION

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

**COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:**

**6. Councilmember Reports:**  
None.

**SAN RAFAEL SUCCESSOR AGENCY:**

**1. Consent Calendar: - None.**

**ADJOURNMENT:**

Mayor Phillips adjourned the City Council meeting at 9:09 p.m.

\_\_\_\_\_  
LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
GARY O. PHILLIPS, Mayor



**SAN RAFAEL CITY COUNCIL STAFF REPORT**

**Department: City Clerk**

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

**City Manager Approval:**

**TOPIC: DESIGN REVIEW BOARD VACANCY**

**SUBJECT: CALL FOR APPLICATIONS TO FILL ONE FOUR-YEAR ALTERNATE MEMBER TERM ON THE DESIGN REVIEW BOARD TO THE END OF DECEMBER 2023 DUE TO THE EXPIRATION OF TERM OF DONALD BLAYNEY**

**RECOMMENDATION:**

1. Call for applications to fill one four-year alternate member term on the Design Review Board to the end of December 2023 due to the expiration of term of Donald Blayney.
2. Set deadline for receipt of applications for Tuesday, October 29, 2019 at 5:00 p.m. at City Hall in the City Clerk's Office, Room 209.

**BACKGROUND:**

The [Design Review Board](#) (DRB) consists of design professionals appointed by the City Council to provide advice on new development projects and most exterior changes to existing buildings. Applications are evaluated based on our General Plan and Zoning Ordinance design policies and criteria, with the goal of having new projects harmonize with the natural environment and surrounding area.

The Board is advisory, with final permit decisions made by the Planning Division staff, the Zoning Administrator, Planning Commission or City Council, depending on the complexity of the project. The scope of the DRB authority is to review and make recommendations on design matters such as architecture, mass, bulk, site planning, site improvements, color, materials, and landscaping. [Meetings](#) are held on the first and third Tuesday of each month at 7:00 p.m. at San Rafael City Hall in the Council Chambers, located at 1400 Fifth Avenue, San Rafael, CA 94901.

**ANALYSIS:**

The term of Alternate Member Donald Blayney is set to expire on December 31, 2019. The board is composed of five members and one alternate member who are San Rafael residents and qualified design professionals who are appointed by the City Council to four-year terms. The alternate member only becomes a voting member at meetings where one or more regular Board members are absent. In addition to the five council-appointed board members and one alternate member, one Planning Commissioner attends DRB meetings and serves as a liaison. The Planning Commission liaison is present at all DRB meetings to offer advice and direction to the Board on matters of Planning Commission concern and to report back to the Planning Commission on the discussion at the DRB meeting if that item appears before the Commission.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

By approving this item, staff will be able to release a Call for Applications for eligible and interested community members to apply. Once applications are received and reviewed, the City Clerk's Office will schedule a special City Council meeting where the City Council will interview candidates and make a selection to appoint candidates to the DRB.

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

**RECOMMENDED ACTION:**

1. Call for applications to fill one four-year alternate member term on the Design Review Board to the end of December 2023 due to the expiration of term of Donald Blayney.
2. Set deadline for receipt of applications for Tuesday, October 29, 2019 at 5:00 p.m. at City Hall in the City Clerk's Office, Room 209.

**ATTACHMENT:**

1. Application Materials





**Boards and Commissions Application**

**Applicant Information**

Full Name: \_\_\_\_\_

\*Address: \_\_\_\_\_

*Street Address* *Apartment/Unit #*

*City* *State* *ZIP Code*

\*Phone: \_\_\_\_\_ \*Email \_\_\_\_\_

Resident of San Rafael for \_\_\_\_\_ years.

Employer: \_\_\_\_\_

Occupation: \_\_\_\_\_

Business Address: \_\_\_\_\_

*Street Address* *Apartment/Unit #*

*City* *State* *ZIP Code*

**Education**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Supplemental Questions**

Participation in the following civic activities:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Member of the following civic organizations:

\_\_\_\_\_

\_\_\_\_\_

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My reasons for wanting to serve are:

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

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### Demographics (Optional)

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

#### Ethnicity:

- American Indian or Alaska Native: a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Asian: a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- Black or African American: a person having origins in any of the black racial groups of Africa.
- Hispanic or Latino: a person of Cuban, Mexican, Chicano, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- Native Hawaiian or Other Pacific Islander: a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White: a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- Two or More Races: a person who primarily identifies with two or more of the above race/ethnicity categories.

#### To which gender to your most identify?

- Male
- Female
- Nonbinary or Third Gender
- Prefer to self-describe
- Prefer not to say

**How old are you?**

- Under 18
- 18-24 years old
- 25-34 years old
- 35-44 years old
- 45-54 years old
- 55-64 years old
- 65-74 years old
- 75+ years old

**Signature**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Filing Deadline:**

Date: Tuesday, October 29, 2019  
Time: 5:00 p.m.

**Mail or deliver to:**

City of San Rafael, Dept. of City Clerk  
City Hall, 1400 Fifth Avenue, Room 209  
San Rafael, CA 94903

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

**One Vacancy  
Design Review Board**

APPLICATIONS to serve on the Design Review Board, City of San Rafael, to fill **one four-year term as an Alternate member to the end of December 2023**, may be obtained at the City Clerk's Office, City Hall, 1400 Fifth Avenue, Room 209, San Rafael and on the website at: <https://www.cityofsanrafael.org/boards-commissions/>. The deadline for filing applications is **Tuesday, October 29, 2019, at 5:00 p.m.** in the City Clerk's Office.

There is no compensation paid to Board Members. Members must comply with the City's ethics training requirement of AB 1234, and reimbursement policy. See attached information.

**ONLY RESIDENTS OF THE CITY OF SAN RAFAEL MAY APPLY**

The Design Review Board regularly meets on the first and third Tuesdays of every month at 7:00 p.m. in the Council Chambers, City Hall.

The Design Review Board works in an advisory capacity only to the Planning Commission, and reviews and makes recommendations on major development projects within the City of San Rafael.

Interviews of applicants to be scheduled on a date to be determined.

An excerpt from the San Rafael Municipal Code re: Design Review Board membership, terms of Board Members, powers and duties, etc., is also attached.

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

[Resolution 12129]

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Lindsay Lara  
City Clerk  
City of San Rafael

Dated: October 8, 2019

#### 14.25.070 Design Review Board.

A. Purpose and Authority. The Design Review Board shall serve as an advisory body to the city for the purpose of reviewing and formulating recommendations on all major physical improvements requiring environmental and design review permits and on other design matters, including minor physical improvements, referred to the Board by the Planning Director, Planning Commission, or City Council.

B. Membership of the Design Review Board. The Design Review Board shall consist of a total of five (5) regular members and may include one alternate member appointed by the City Council. The Design Review Board members shall be qualified as follows:

1. At least two (2) members shall be licensed architects or licensed building designers;
2. At least one member shall be a licensed landscape architect;
3. At least one of the five (5) members shall have background or experience in urban design;
4. The alternate member may have qualifications in any of the above fields of expertise;
5. All board members shall reside in the City of San Rafael; and
6. In addition to the five (5) council-appointed Board members and one alternate member, one planning commissioner shall attend Board meetings. This liaison planning commissioner shall be appointed by the commission chairperson. An additional commissioner shall be appointed to serve as an "alternate liaison" in case of absence. The planning commission liaison should be present at all Design Review Board meetings to offer advice and direction to the Board on matters of commission concern.

C. Alternate Member. The alternate member may temporarily fill a vacancy created when a regular member: (1) leaves office prior to completion of the member's term; (2) cannot attend a meeting; or (3) cannot participate on a particular matter due to a conflict of interest.

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

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

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

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

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

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

## **NOTICE TO BOARD & COMMISSION APPLICANTS**

### **REGARDING ETHICS TRAINING**

On January 1, 2006, a new law became effective that requires two (2) hours of ethics training of the local legislative bodies by January 1, 2007. This new law defines a local legislative body as a "Brown Act" governing body, whether permanent or temporary, decision-making or advisory, and created by formal action of the City Council. In other words, any person serving on a City Council, Board, Commission, or Committee created by the Council is subject to this ethics training requirement. After this initial class, training will be required every two years.

Ethics training can be accomplished by taking a 2-hour class, self-study, or an on-line class. You may seek reimbursement for taking any authorized ethics class. The city staff member that is assigned to your committee can help you with the reimbursement process.

After you have completed the ethics class, the original certificate needs to be given to the City Manager's Office for record-keeping, with a copy kept for your records.

#### **AB 1234 (Salinas). Local Agencies: Compensation and Ethics**

Chapter 700, Statutes of 2005

This law does the following:

- **Ethics Training:** Members of the Brown Act-covered decision-making bodies must take two hours of ethics training every two years, if they receive compensation or are reimbursed expenses. The training can be in-person, on-line, or self-study. For those in office on 1/1/06, the first round of training must be completed by 1/1/07.
- **Expense Reimbursement -- Levels:** Local agencies which reimburse expenses of members of their legislative bodies must adopt written expense reimbursement policies specifying the circumstances under which expenses may be reimbursed. The policy may specify rates for meals, lodging, travel, and other expenses (or default to the Internal Revenue Service's (IRS) guidelines). Local agency officials must also take advantage of conference and government rates for transportation and lodging.
- **Expense Reimbursement -- Processes:** Local agencies, which reimburse expenses, must also provide expense reporting forms; when submitted, such forms must document how the expense reporting meets the requirements of the agency's expense reimbursement policy. Officials attending meetings at agency expense must report briefly back to the legislative body at its next meeting.



**SAN RAFAEL CITY COUNCIL STAFF REPORT**

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: \_\_\_\_\_

**TOPIC: MARIN/SONOMA MOSQUITO AND VECTOR CONTROL DISTRICT REPRESENTATIVE REAPPOINTMENT**

**SUBJECT: REAPPOINTMENT OF PAMELA HARLEM TO FILL ONE FOUR-YEAR TERM ON THE MARIN/SONOMA MOSQUITO AND VECTOR CONTROL DISTRICT BOARD TO THE END OF DECEMBER 2023**

**RECOMMENDATION:**

Reappoint Pamela Harlem to fill one four-year term on the Marin/Sonoma Mosquito and Vector Control District Board to the end of December 2023.

**BACKGROUND:**

The [Marin/Sonoma Mosquito and Vector Control District](#) protects the health and welfare of the communities it serves from mosquitoes and vector-borne diseases by utilizing cost-effective, environmentally responsible integrated vector management practices. The Marin/Sonoma Mosquito & Vector Control District is governed by a Board of Trustees. Each member represents his or her city of residence or a county at large. Trustees are appointed by their city council or county board of supervisors and serve a two or four-year term. The first term of any member shall not exceed two years. Each subsequent reappointment, if any, may be for a term of either two or four years, at the discretion of the appointing power.

**ANALYSIS:**

The two-year term of Pamela Harlem is set to expire on December 31, 2019. The board is composed of twenty-four seats and one of the twenty-four members represents the City of San Rafael. The Requirements of Appointees to the Marin/Sonoma Mosquito Vector and Control District requires appointee's initial term length to be two years, and subsequent appointments may either be a two-year or four-year term. By approving this item, Pamela Harlem would continue to serve on the Board for a term of four years. [Meetings](#) are held on the second Wednesday of each month at 7:00 p.m. at District Headquarters, located at 595 Helman Lane, Cotati, CA 94931.

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

**RECOMMENDED ACTION:**

Reappoint Pamela Harlem to fill one four-year term on the Marin/Sonoma Mosquito and Vector Control District Board to the end of December 2023.

**ATTACHMENT:**

1. Representative Requirements

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

## **REQUIREMENTS OF AN APPOINTEE TO SERVE ON THE BOARD OF TRUSTEES OF THE MARIN/SONOMA MOSQUITO & VECTOR CONTROL DISTRICT**

The Board of Trustees is the governing body of the District and there are currently 24 seats. The Board sets policy and retains a Manager who oversees the District's operations.

The CA Health and Safety Code is the District's main governing law and it specifies that each member of the Board appointed by the governing body of a City or Town shall be an elector of the City or Town from which he/she is appointed, and a resident of that portion of the city/town which is in the District. Each member appointed from a County or portion of a County must be an elector of the county and a resident of that portion of the county which is in the District. Each member appointed at large shall be an elector of the District.

Trustees are required to file a Statement of Economic Interest with the State of California, Fair Political Practices Commission, within (30) thirty days after assuming office (and each subsequent year). The District assists trustees with the necessary paperwork.

Each Trustee is sworn in and he or she signs a Loyalty Oath.

Term of Office: The first term of any member shall not exceed two years. Each subsequent reappointment, if any, may be for a term of either two or four years, at the discretion of the appointing power. In the event of the resignation, death, or disability of any member, his/her successor shall be appointed by the governing body, which appointed him/her.

Board Meetings: Regular meetings of the Board are held on the second Wednesday of each month, generally at 7:00 p.m., at the District Headquarters 595 Helman Lane Cotati. A light supper and beverages are usually provided just prior to the meeting to assist Trustees who must travel to the meeting during mealtime.

Board Policy: The rules contained in "Robert's Rules of Order, Revised" will govern in all cases, provided that doing so is not inconsistent with established Board Policy.

Open Session: All of the Board's sessions are open to the public, except for very occasional "closed sessions," which may be held from time to time to discuss certain confidential personnel or legal matters.

Expenses: In lieu of itemized expenses, an allowance of \$100 (one-hundred) per month per member will be paid for expenses incurred in attending regular meetings not to exceed \$100.00 (one-hundred) per month. Payment of \$25 per meeting is made to Trustees serving on a Board committee, provided that the \$100 maximum is not exceeded in any month. (Minutes 3/09/05)

Powers and Responsibilities: The District takes all necessary or proper steps for the control of mosquitoes and other vectors (and in other regions immediately adjacent to the District's boundaries).

The Board as a whole can serve as one of the best and most responsive forms of local government in the interest of the District residents. As a CA Special District independent of the Cities and Counties, the District directly serves the entire population of Marin and Sonoma counties, and maintains close working relationships with other state, federal and local agencies.





**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Library and Recreation

Prepared by: Steve Mason,  
Sr. Recreation Supervisor

City Manager Approval: \_\_\_\_\_

**TOPIC: PICKLEWEED ADVISORY COMMITTEE**

**SUBJECT: RESOLUTION RENAMING THE PICKLEWEED ADVISORY BOARD AND ADOPTING NEW BYLAWS OF THE PICKLEWEED ADVISORY COMMITTEE**

**CALL FOR APPLICATIONS TO FILL TWO UNEXPIRED FOUR-YEAR TERMS, ONE REGULAR VOTING MEMBER AND ONE ALTERNATE MEMBER, TO THE END OF DECEMBER 2022 ON THE PICKLEWEED ADVISORY COMMITTEE**

**RECOMMENDATION:**

1. Adopt a resolution renaming the Pickleweed Advisory Board and adopting new bylaws of the Pickleweed Advisory Committee to amend the Name, Purpose, Qualifications and Terms of Service.
2. Call for applications to fill two unexpired four-year terms, one regular voting member and one alternate member, to the end of December 2022, on the Pickleweed Advisory Committee.

**BACKGROUND:**

In 1982, the Pickleweed Advisory Board was created through the Joint Use Agreement between the City and the Canal Community Alliance. The Agreement was amended in 1984, 1992, and 1997, but the Board remained constant as an advisory body charged with making recommendations regarding the now-Albert J. Boro Community Center facility and Pickleweed Park's use, programs and policies. In 2006, the Agreement was terminated and new "Use Policies" for the then-Pickleweed Park Community Center and "Guidelines and Policy" for the Pickleweed Advisory Board were approved by the City Council.

With the Board's guidance and support, the City allocates facility space at little to no cost to non-profit organizations that offer programs and services at the Albert J. Boro Community Center (and specifically to the adjacent Canal neighborhood). The Board also strives to recommend those organizations that offer a wide variety of programming that appeals to different age groups and interests. In doing so, a balance of programs is offered to all ages from toddlers to seniors and to a variety of interests. Community issues relating to the Center, Park, and Canal neighborhood are also discussed by the Board.

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

**ANALYSIS:**

Staff recommends that updates are needed to the current Guidelines and Policies for the Pickleweed Advisory Board to align with current practices and to continue the Board's effectiveness. Primary changes include the following:

- Change the name of the advisory body to the "Pickleweed Advisory Committee"
- Reducing the composition of the Committee to eight (8) members as follows: five (5) regular voting members, one (1) alternate, one (1) non-voting representative from the Park and Recreation Commission and one (1) non-voting City staff member who will act as the Committee Chairperson
- Members of the Committee shall be at least 18 years of age, except for one youth member which shall be a minimum age of a first-year high school student
- With exception of the representative from the Park and Recreation Commission, all regular voting members and alternate shall be appointed by the City Council. The representative from the Park and Recreation Commission will be selected by the Park and Recreation Commission on an annual basis
- With exception of the representative from the Park and Recreation Commission, each Committee member shall serve a minimum term of four (4) years but not more than two (2) consecutive terms. However, the City Council has the authority to extend a current Committee member's term at their discretion if there is a vacancy. The representative from the Park and Recreation Commission shall serve a term of one (1) year, but not more than two (2) consecutive terms
- A minimum of five (5) meetings shall be scheduled annually, on a consistent day of the month

**COMMUNITY OUTREACH:**

The proposed bylaws for the Pickleweed Advisory Committee was presented at a regular meeting of the Park and Recreation Commission on Thursday, September 19, 2019. After receiving public feedback, the Park and Recreation Commission voted unanimously to approve it and directed staff to forward it to the City Council for their review and consideration.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**OPTIONS:**

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

1. Adopt the resolution as presented and approve the Call for Applications.
2. Adopt resolution with modifications and approve the Call for Applications.
3. Do not adopt the resolution and direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTION:**

1. Adopt a resolution renaming the Pickleweed Advisory Board and adopting new bylaws of the Pickleweed Advisory Committee to amend the Name, Purpose, Qualifications and Terms of Service.
2. Call for applications to fill two unexpired four-year terms, one regular voting member and one alternate member, to the end of December 2022 on the Pickleweed Advisory Committee.

**ATTACHMENTS:**

1. Resolution
2. Exhibit A to resolution: Pickleweed Advisory Committee Bylaws

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
RENAMING THE PICKLEWEED ADVISORY BOARD AND ADOPTING NEW  
BYLAWS OF THE PICKLEWEED ADVISORY COMMITTEE**

**WHEREAS**, by Resolution No. 11884 the City Council approved policy changes on February 6, 2006 allowing for increased community use at the Albert J. Boro Community Center (formerly known as the Pickleweed Park Community Center) for little or no charge; and

**WHEREAS**, the results of those changes created a more vital and inclusive community center by allowing valuable new programs and services to use the space and support needed to best serve the Canal neighborhood and its residents; and

**WHEREAS**, by Resolution No. 12003 adopted July 17, 2006, the City Council established a Pickleweed Advisory Board under new "Guidelines and Policy" to assist staff with the review and implementation of the Community Center's Use Policies and Procedures; and

**WHEREAS**, the City Council wishes to expand and to amend the Pickleweed Advisory Board Guidelines and Policy by renaming the Board as the "Pickleweed Advisory Committee" and adopting new bylaws therefor; and

**WHEREAS**, on September 19, 2019, the Parks and Recreation Commission approved and recommended the Pickleweed Advisory Committee Bylaws set forth in Exhibit A attached and incorporated herein;

**NOW, THEREFORE, BE IT RESOLVED**, by the San Rafael City Council as follows:

1. The Pickleweed Advisory Board is hereby renamed as the "Pickleweed Advisory Committee".
2. The City Council hereby adopts the City of San Rafael Pickleweed Advisory Committee Bylaws as set forth in Exhibit A.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 7th day of October 2019, by the following vote, to wit:

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

\_\_\_\_\_  
LINDSAY LARA, City Clerk

EXHIBIT A: PICKLEWEED ADVISORY COMMITTEE BYLAWS

**PICKLEWEED ADVISORY COMMITTEE BYLAWS**

**ARTICLE I. NAME AND PURPOSE**

**Section 1.1. Name.** The name of this body shall be the City of San Rafael Pickleweed Advisory Committee, hereinafter referred to as the "Pickleweed Advisory Committee," or the "Committee."

**Section 1.2. Purpose.** The Pickleweed Advisory Committee provides valuable input in representing and advocating for the Canal area resident's needs and wishes for programs and services; and is a primary public networking resource between the Canal residents, representatives from governmental and non-profit agencies, and others. The Pickleweed Advisory Committee works in conjunction with the City of San Rafael.

**Section 1.3. Committee Responsibility.** The Pickleweed Advisory Committee's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council. The Pickleweed Advisory Committee's authority is advisory only. The Pickleweed Advisory Committee has no power to act on behalf of the City of San Rafael or any other entity.

The duties of the Pickleweed Advisory Committee shall include the following:

1. The Advisory Committee shall be responsible for advising the Park and Recreation Commission, City Council and City Staff on all matters pertaining to the facilities, programs and services of the Albert J. Boro Community Center and Pickleweed Park
2. As needed, make recommendations on policies and procedures governing the use of the Albert J. Boro Community Center and Pickleweed Park in accordance with the mission of the City of San Rafael;
3. Assist the City with reviewing and evaluating "Use Agreements for Co-Sponsored Programming" at the Albert J. Boro Community Center and Pickleweed Community Park;
4. Promote the use and support of the Albert J. Boro Community Center and Pickleweed Park within Canal area neighborhood, including working in cooperation with citizen and business organizations, foundations, school districts and other governmental agencies.
5. The Committee shall have no authority to direct, nor shall it direct, City staff, officials or volunteers;

**Section 1.4. Brown Act.** All meetings of the Pickleweed Advisory Committee shall be open and public, and all persons shall be permitted to attend any meeting of the Pickleweed Advisory Committee, except as otherwise provided in Government Code

## ARTICLE II. MEMBERSHIP

**Section 2.1. Number of Members.** The Pickleweed Advisory Committee shall consist of a total of eight (8) members as follows: five (5) voting members, one (1) alternate member, one (1) non-voting representative from the Park and Recreation Commission and one (1) non-voting City staff member who will act as the Committee Chairperson. The City staff member will typically be the Albert J. Boro site supervisor, but in all instances shall be appointed by the City Manager.

**Section 2.2. Eligibility.** The Committee shall be composed of five (5) regular voting members which may include a youth member, plus one (1) alternate member. Each shall have the same duties and responsibilities and shall consist of the following:

1. Members of the Committee shall be at least 18 years of age, except for the youth member which shall be a minimum age of a first-year high school student
2. At least four (4) members of the Committee shall reside within the Canal neighborhood
3. One (1) member of the Committee must be a City of San Rafael resident but may reside outside of the Canal neighborhood.

**Section 2.4. Appointment of Committee Members.** With exception of the representative of the Park and Recreation Commission and City staff, all other regular voting members and alternate member shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time. The representative from the Park and Recreation Commission will be selected by the Park and Recreation Commission on an annual basis.

**Section 2.5. Terms of Appointment.** With exception of the representative from the Park and Recreation Commission, each Committee member shall serve a minimum term of four (4) years but not more than two consecutive terms. However, if there is a vacancy on the Committee, the City Council has the authority to extend a current Committee member's term at their discretion. Members may also reapply to Committee following an absence of at least one term. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year. A Committee member whose term is expiring should notify the Chairperson at least thirty (30) days before the end of his/her term whether he/she wishes to continue his/her membership.

The representative from the Park and Recreation Commission shall serve a term of one (1) year, but not more than two consecutive terms. However, if there is a vacancy, the Park and Recreation Commission has the authority to extend the current representative's term at their discretion.

**Section 2.6. Resignation.** All resignations from the Pickleweed Advisory Committee shall be submitted in writing to the Chairperson. The resigning Committee member should provide as much notice as possible.

**Section 2.7. Absence and Removal.** Attendance at any regularly scheduled meeting is a necessary part of being an effective Committee member. If a member is unable to attend a regularly scheduled meeting, the member should notify the Chairperson at least twenty-four (24) hours in advance of a regularly scheduled meeting to have an excused absence. An unexcused absence from two (2) consecutive Pickleweed Advisory Committee meetings without notification to the Chairperson, or six absences (whether excused or unexcused) in any term, shall result in immediate removal from membership on the Committee. Previously dismissed Committee members may be eligible for reappointment to the Committee in accordance with Section 2.4.

**Section 2.8. Vacancies.** Vacancies, no matter how arising, shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time.

**Section 2.9. Compensation.** Committee members serve without compensation.

**Section 2.10. Duties of the Chairperson.** The Chairperson shall preside over all Pickleweed Advisory Committee meetings and shall be responsible for preparing agendas and meeting minutes. If the Chairperson is unable to attend a regularly scheduled meeting, the regularly scheduled meeting shall be cancelled and resumed at the next regularly scheduled meeting.

### **ARTICLE III. MEETINGS**

**Section 3.1. Time and date of Regular Meeting.** Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. A minimum of five (5) meetings shall be scheduled annually, on a consistent day of the month; the schedule for the upcoming year will be set by November of the previous year; staff will contact the Committee one week prior to scheduled meetings to determine if a quorum will be present; lack of quorum will result in the cancellation of the scheduled meeting.

**Section 3.2. Agenda.** Items may be placed on the agenda by the Chairperson or at the request of a member if approved by the Chairperson. The Chairperson will be responsible for preparing an agenda item cover sheet and for the initial presentation at the meeting. Items to be included on the agenda should be submitted to the Chairperson no later than two weeks before the scheduled Committee meeting; lack of agenda items will result in the cancellation of the scheduled meeting. Agenda packets for regular meetings will be provided to the Committee members at least three (3) business days before the scheduled meeting.

**Section 3.3. Special Meetings.** Special meetings may be called by the Chairperson.

**Section 3.4. Quorum.** Three (3) voting members of the Committee shall constitute a quorum for the transaction of business at any regular or special meeting of the Pickleweed Advisory Committee.

**Section 3.5. Voting.** A majority vote of those present and constituting a quorum shall be required to agree to any business of the Committee, including making any input that will be presented to the City Council, City Manager or Library and Recreation Director provided that any Committee member who abstains due to a legal conflict of interest shall not be counted in determining the existence of a quorum or a majority vote. Alternate becomes a voting member at a meeting where one regular voting member is absent.

**Section 3.6. Public Participation.** All meetings of the Pickleweed Advisory Committee shall be open to the public. Meetings will be accessible to all, with accommodations for accessibility issues made upon request. Any person who disrupts the meeting may be asked to leave and be removed.

#### **ARTICLE IV. ADOPTION AND AMENDMENT**

**Section 4.1. Effective Date.** The Bylaws shall become effective immediately upon a majority vote of approval by the City Council.

**Section 4.2. Amendments.** These Bylaws may be amended by majority vote of the City Council at any regular meeting of the City Council. All proposed amendments to the Bylaws shall be made available to the membership at least ten (10) days prior to the meeting at which the City Council will vote on the proposed changes. The effective date of the amendment shall become effective immediately upon a majority vote of approval by the City Council.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

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

**City Manager Approval:**

**TOPIC: 2017 STORM DAMAGE REPAIR AT 70 IRWIN STREET**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT CHANGE ORDER WITH VALENTINE CORPORATION, ALLOCATING AN ADDITIONAL \$250,000 IN CONSTRUCTION FUNDING, AND EXPANDING THE SCOPE OF WORK TO INSTALL NEW DRAINAGE FACILITIES IN SUPPORT OF THE REPAIR OF 2017 STORM DAMAGE AT 70 IRWIN STREET, PROJECT NUMBER 11308.**

**RECOMMENDATION:** Adopt a resolution authorizing the city manager to execute a contract change order with Valentine Corporation, allocating an additional \$250,000 in construction funding and expanding the scope of work with Valentine Corporation to install additional drainage facilities in conjunction with the 2017 Storm Damage Repair at 70 Irwin Street.

**BACKGROUND:** In January 2017, the City of San Rafael experienced a significant storm event resulting in a landslide at 70 Irwin Street. This landslide affected the entire roadway of Irwin Street, resulting in its closure to the public in the spring of 2017 due to safety concerns.

On February 14, 2017, the President of the United States approved a major disaster declaration for California to aid local recovery efforts in the areas affected by severe winter storms, flooding, and mudslides. Federal disaster assistance was made available through the Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (Cal OES) to local cities, including San Rafael.

To repair the damage and prevent future landslides, the Public Works Engineering Division designed a retaining wall system to stabilize the portion of the impacted hillside.

On [September 4, 2018](#), the City Council awarded a construction contract to Valentine Corporation in the amount of \$1,129,369 with a construction contingency of \$115,631, to repair the landslide, including the installation of drilled concrete piles and a concrete wall system with tiebacks, as well as grading and drainage on both sides of the wall. During construction, unforeseen site conditions required additional remediation work, necessitating an increase of \$65,000 in the project budget, which the City Council authorized on [December 17, 2018](#).

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**FOR CITY CLERK ONLY**

File No.

Council Meeting:

Disposition: Resolution



Irwin Street was re-opened to the public on July 5, 2019 following completion of this complex construction project.

**ANALYSIS:** Upon completion of the originally proposed project, City staff and a third-party geotechnical engineer evaluated the project site and determined that additional upstream and downstream storm drain facilities should be placed to channel surface water away from the recently completed repairs at 70 Irwin Street. Though these improvements were not necessary to reconstruct the street after the 2017 landslide, installing these additional drainage improvements will provide additional protection to neighbors and the City right of way on Irwin Street and ensure that runoff remains on the uphill side of the road during severe storm events. Staff recommends that the City issue a contract change-order to Valentine Corporation versus opening this project to a competitive bidding, allowing staff to expand the original scope of work to include installation of a concrete V-ditch and asphalt berm on Irwin Street between Rose Lane and 90 Irwin Street in order to complete the additional work in the most expeditious and seamless manner and ensure the work is completed before the onset of the winter storm season.

An additional benefit of incorporating this work into the original contract is the potential to seek reimbursement from FEMA. Although it is not guaranteed, the continuation of the contract with Valentine Corporation would significantly increase the chances of reimbursement from FEMA because the additional work would still be considered as part of the original repair to the storm related damage that occurred in 2017. However, if the City were to open this additional construction work to competitive bidding, the chance of obtaining reimbursement from FEMA would be highly unlikely as it would be considered a new project, unrelated to the storm damage of 2017. There is a possibility that a competitive tender may lead to a slightly lower bid, but the higher likelihood of being reimbursed from FEMA would offset any potential savings that may or may not be realized through a competitive bid. Staff recommends that these factors justify a waiver of competitive bidding for this additional work under San Rafael Municipal Code section 11.50.090(B). Therefore, City staff recommends continuing with Valentine Corporation to repair the storm damage at 70 Irwin Street.

**FISCAL IMPACT:** Funding for this additional drainage work is available in the Gas Tax Fund (fund no. 206). To date, the City has been reimbursed \$710,694 in FEMA/Cal OES funding to offset a portion of the \$1,309,394 spent on repairs at 70 Irwin Street. Staff continue to coordinate with FEMA/Cal OES to seek reimbursement for the balance of funds expended following completion of the work. As this additional work was not originally part of the project, it has not yet been determined if the City will be fully reimbursed. Nonetheless, staff recommends installing these additional drainage improvements before the onset of the winter season to provide additional protection to neighbors and the City right of way on Irwin Street.

**OPTIONS:**

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

1. Adopt the resolution as presented.
2. Do not adopt the resolution and direct staff to competitively bid the additional work. If this option is chosen, the drainage work will likely not be completed until Spring 2020. Furthermore, the City will significantly reduce the possibility of receiving FEMA/Cal OES reimbursement if the drainage work is constructed independently of the original contract with Valentine Corporation.
3. Do not adopt the resolution and provide further direction to staff.

**RECOMMENDED ACTION:** Adopt a resolution authorizing an additional \$250,000 in construction funding and amendment of the construction agreement with Valentine Corporation to install new drainage facilities in conjunction with the 2017 Storm Damage Repair at 70 Irwin Street.

**ATTACHMENT:**

1. Resolution

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT CHANGE ORDER WITH VALENTINE CORPORATION, ALLOCATING AN ADDITIONAL \$250,000 IN CONSTRUCTION FUNDING, AND EXPANDING THE SCOPE OF WORK TO INSTALL NEW DRAINAGE FACILITIES IN SUPPORT OF THE REPAIR OF 2017 STORM DAMAGE AT 70 IRWIN STREET, PROJECT NUMBER 11308.**

**WHEREAS**, on the 27<sup>th</sup> day of June 2018, pursuant to due and legal notice published in the manner provided by law, inviting sealed bids or proposals for the work hereinafter mentioned, as more fully appears from the Affidavit of Publication thereof on file in the office of the City Clerk of the City of San Rafael, California, the City Clerk of said City did publicly open, examine, and declare all sealed bids or proposals for doing the following work in said City, to wit:

**“2017 Storm Damage Repair - #70 Irwin Street”**

**City Project No. 11308**

in accordance with the plans and specifications therefore on file in the Department of Public Works, 111 Morphew Street, San Rafael; and

**WHEREAS**, on September 4, 2018, the City Council of the City of San Rafael awarded the construction contract to Valentine Corporation and authorized a contingency in the amount of \$115,631.00; and

**WHEREAS**, on December 17, 2018, the City Council of the City of San Rafael authorized an additional \$65,000.00 in construction contingency to cover unforeseen site conditions; and

**WHEREAS**, staff recommends authorizing the city manager to execute a contract change order to allocate an additional \$250,000 in construction funding, and to expand the scope of work to install new drainage facilities in conjunction with the 2017 Storm Damage Repair at 70 Irwin Street; and

**WHEREAS**, this project consists of making repairs to infrastructure damage caused by the major 2017 storm event, and qualifies for assistance from the Federal Emergency Management Agency (“FEMA”); and

**WHEREAS**, amending the existing construction contract with Valentine Corporation to include the additional needed work and dispensing with formally bidding

this work will result in completion of the work in the most expeditious and seamless manner and would significantly increase the chances of reimbursement from FEMA because the additional work would still be considered as part of the original work to repair the storm related damage that occurred in 2017;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL**

**RESOLVES** as follows:

1. The requirement of formal bidding is waived pursuant to San Rafael Municipal Code section 11.50.090(B).
2. An additional construction funding in the amount of \$250,000 shall be appropriated for City Project No. 11308, from the Gas Tax Fund #206.
3. The Director of Public Works is hereby authorized to execute a Change Order to the construction contract with Valentine Corporation for the 2017 Storm Damage Repair at 70 Irwin Street to expand the scope of work to include the installation of new drainage facilities.
4. The City Manager 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 City Council of said City held on Monday, the 7<sup>th</sup> day of October 2019 by the following vote, to wit:

**AYES: COUNCILMEMBERS:**

**NOES: COUNCILMEMBERS:**

**ABSENT: COUNCILMEMBERS:**

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**LINDSAY LARA, City Clerk**



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: **COMMUNITY DEVELOPMENT**

*Paul A. Jensen*

Prepared by: **Paul Jensen (SS)**  
**Community Development Director**

City Manager Approval: 

**TOPIC: NEW 120-RESIDENTIAL UNIT MIXED-USE BUILDING – 703-723 THIRD ST.**

**SUBJECT: USE PERMIT (UP18-008), ENVIRONMENTAL AND DESIGN REVIEW PERMIT (ED18-018) AND LOT CONSOLIDATION (LLA18-001) APPLICATIONS TO ALLOW THE CONSTRUCTION OF A NEW, 120-RESIDENTIAL UNIT MIXED-USE BUILDING WITH REQUESTED DENSITY AND HEIGHT BONUSES AND A SETBACK WAIVER ON TWO DOWNTOWN PARCELS, LOCATED AT 703-723 THIRD STREET/898 LINCOLN AVENUE. (APNS: 011-278-01 & -02)**

**RECOMMENDATION:**

Adopt a resolution conditionally approving the Use Permit, the Environmental and Design Review Permit and Lot Consolidation to allow the construction of a new, 120-unit, mixed-use building with requested density and height bonuses and a setback waiver.

**EXECUTIVE SUMMARY:**

The project proposes the development of a new, 120-unit, mixed-use building with 121 garage parking spaces (109 mechanical parking lifts) and 969 sq. ft. of ground-floor commercial space on two Downtown parcels. The project includes a request for a 75-unit density bonus (166 percent density bonus), a 19-foot height bonus and a 5-foot front setback waiver. The project is required to provide 20 percent affordability, or 9 below-market-rate (BMR) rental units (5 units at very low-income household level and 4 units at low-income household level). At the request of the Planning Commission, the project additionally proposes 3 BMR units at the moderate-income household level for a 10-year term.

Under the State Density Bonus law, projects that provide certain affordability levels are eligible for up to a 35-percent density bonus and up to three concession/waivers. Projects seeking a density bonus that is more than the 35-percent State bonus density cap require the approval of the City Council. This project seeks greater density and height (and a waiver of the required front setback) than allowed automatically by the State Density Bonus law; though, under the City’s density bonus regulations, the City Council has the discretion to allow these ‘major’ concessions if a financial pro forma is submitted for the project that demonstrates the requested concessions result in “identifiable, financially sufficient and actual cost reductions” to the project ([SRMC 14.16.030.H.3.b](#)). The applicant has submitted a financial pro forma for

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

the project and the City has completed a peer review by a third party economist (Libby Seifel, Seifel Consulting). The purpose of the peer review was to assess whether the number of units and building height (and setback waiver) requested are necessary to make the project financially feasible. Seifel Consulting has: a) confirmed that the assumptions, methodologies and financial information are sound; and b) concluded that the financial pro forma demonstrates that the proposed density and height is needed to make the project financially feasible.

Both the Design Review Board (Board) and Planning Commission reviewed the project over five (5) separate public meetings/hearings and recommend approval of the project inclusive of the requested bonuses and waiver, subject to conditions.

Overall, staff is supportive of the addition of housing in this part of Downtown and the project would provide much needed housing near services and transit. Housing supply is a major issue, not only in San Rafael, but throughout the region and state. Housing at this location presents the most ideal condition in San Rafael, given the site's proximity to transit, downtown services, and other modes of transportation. The project presents an opportunity to be a catalyst for bringing additional mixed-use housing projects into downtown and near transit. Staff supports the proposed six-story scale of the project, primarily based on the scale of the neighboring BioMarin campus, which is 48-to-67 feet in height and includes a height bonus. In accordance with the Commission's request, the project has voluntarily increased its affordability as much as the financial pro forma will allow before the project becomes financially infeasible to construct, which has been confirmed by the City's third party economist. Although the City has not yet experienced mechanical parking lifts in any recent projects in the Downtown area, these lifts are trending in development projects in other Bay Area communities and provide more efficient use of land. The mechanical parking lifts were recommended in the [Downtown Parking & Wayfinding Study](#) (2018) and are now permitted per the City's municipal code.

**BACKGROUND:**

On June 20, 2017, the Design Review Board (Board) provided conceptual review comments on the project. At that time, the project proposed 138 units above 143 garage parking spaces (135 mechanical 'jig saw' parking lifts) Comments provided by the Board included: elimination of upper floor projections over the public sidewalk along all three frontages and the need for a higher-quality 'gateway' design, ground-floor commercial space and step-back of the upper stories.

At staff's recommendation, on July 25, 2017, conceptual review was completed by the Planning Commission (Commission). The Commission's conceptual comments reflected those by the Board with the following additional comments; the: 1) building height is acceptable subject to step-back of the upper two floors; 2) higher density is acceptable with increased affordability; 3) introduction of automated parking lifts is acceptable; 4) setback waiver may be supported with improvements to the 'pedestrian experience'; 5) greater articulation (vertical and horizontal) is required on all elevations; and 6) driveway along the Tamalpais Ave. frontage should be minimized or eliminated.

On February 26, 2019, the Planning Commission held a study session to provide preliminary feedback on revisions to the project and staff's draft environmental (CEQA) findings. At that time, the proposed density was reduced to the current 120 units and the on-site parking was reduced to the current 121 garage spaces (109 mechanical parking lifts) while the height remained at 73'. The Commission indicated its general support for the revised project, subject to the project providing a greater number of affordable units, and for staff's determination that the project is exempt from CEQA, pursuant to CEQA Guidelines Section 15332 (*In-Fill Development Projects*).

On May 7, 2019, the Board reviewed the revised site and building design and unanimously recommended approval with enhanced “Gateway Corner” (Third Street and Tamalpais Avenue) façade treatments (unique materials and colors).

On August 27, 2019, the Commission reviewed the revised project with greater affordability (a total of 12 affordable or BMR units; 9 required BMR units (5 units at the very low-income level and 4 units at the low-income level) and 3 additional BMR units in the moderate-income level for a 10-year term) and recommended approval (5-2 vote; Lubamersky and Schaeffer ‘no’) with the requested density and height bonuses and the setback waiver.

The [staff report](#) to, and [video](#) streaming of the August 27, 2019 Planning Commission hearing can be accessed [on our website](#). In addition, all Planning Commission meeting videos and related documents are available [on our website](#).

## **ANALYSIS:**

### **San Rafael General Plan 2020 Consistency**

The project has been reviewed for consistency with the San Rafael General Plan 2020. A complete analysis of the applicable goals and polices of *all* elements of the General Plan is attached as Exhibit 3 (*General Plan Consistency Table*) to the August 27, 2019 [staff report](#) to the Planning Commission. Although the proposed density and building height of the project exceed the standards established by the General Land Use Element Policies **LU-8 (*Density of Residential Development*)** and **LU-12 (*Building Heights*)/LU-13 (*Height Bonuses*)**, staff finds that there are adequate justifications to support these deviations, including: 1) requesting concessions/waiver under the State Density Bonus law allows the City to consider the deviations through a financial pro forma as it demonstrates that the number of units proposed and the height are needed to make the housing project economically viable; 2) the project does not utilize the 1.5 FAR allowed for non-residential intensity on the site, but instead provides additional residential density; 3) the FEMA flood zone requirements to raise the building site and plate height needed to support stacked parking cause the need to increase the height above the height limit; and 4) the Downtown Station Area plan recommendation to allow higher density in these locations.

The project site is the most appropriate site for housing in Downtown San Rafael due to its direct and immediate proximity to the SMART station, Bettini Transit Center, U.S. Hwy. 101, and Downtown as a whole. As such, the western half of the project site (898 Lincoln Ave) is listed as an underutilized mixed-use site in Appendix B of the General Plan, and as a Housing Opportunity site per Housing Policy **H-14 (*Adequate Sites*)** which requires the City to maintain enough supply of land for multi-family housing. Housing Policy **H-15 (*Infill Near Transit*)** further encourages higher densities adjacent to a transit hub, focusing on the priority development are around the Downtown SMART station. The project also would be in accordance with Housing Policy **H-18 (*Inclusionary Housing Requirements*)** by providing a minimum of 20 percent affordable housing units.

Overall, the project would be consistent with most of the applicable San Rafael General Plan 2020 policies.

### **Zoning Ordinance Consistency**

The project has been reviewed for consistency with the San Rafael Zoning Ordinance. A complete analysis of the pertinent regulations (requirements, standards and criteria) is attached as Exhibit 4 (*Zoning Consistency Table*) to the August 27, 2019 [report](#) to the Planning Commission. Overall, the project would be consistent with all applicable regulations of the Zoning Ordinance, except for the proposed project density, height and front setback (for which the applicant has requested concessions to these standards under the State Density Bonus law).

**Residential Density and Bonus Request**

The project site contains a total lot area of 27,367 sq. ft (0.63 acres). Under the 2/3 MUE zoning, the project site allows a maximum density of one unit per 600 sq. ft. of lot area, which translates to a maximum allowed development of 45 units on the site. The State Density Bonus law allows an additional 35 percent (16 units) for a total of 61 units. As noted above, the applicant has requested a 75-unit density bonus above the base density, for a total of 120 units, which translates to a 166 percent density bonus.

The project is required to provide 20-percent affordability or 9 below-market-rate (BMR) units (5 units at very low-income household levels and 4 units at low-income household levels). At the February 26, 2019 study session, the Planning Commission requested the project consider boosting the affordability component to off-set the additional density bonus concession. The project has since voluntarily increased the proposed affordability, from nine (9) Below-Market-Rate (BMR) units (five units at very low-income household levels and four units at low-income household levels) to a total of 12 BMR/inclusionary units (5 units at very low-income household levels and 4 units at low-income household levels plus 3 units at the moderate-income household levels, with the latter being fixed for a term of 10 years).

The State Density Bonus law provides for automatic density bonuses up to 35 percent for projects that meet certain affordability amounts. The City is not required to grant a density bonus of more than 35 percent, but it may under State law (Government Code § 65915(n)), which states: *“If permitted by local ordinance, nothing in this section shall be construed to prohibit a city ... from granting a density bonus greater than what is described in this section.”* Pursuant to [SRMC Section 14.16.030.H.2](#), the City may grant density bonuses in excess of 35 percent, if it can be demonstrated, through the submittal of a financial pro forma, that the concession is necessary to achieve the required affordability and make the project financially feasible (Government Code § 65915(k)(3)). Further, as stated above, a project seeking a density bonus that is more than the 35-percent State density bonus cap requires the approval of the City Council.

The applicant has requested, as one of three concessions under the State Density Bonus law, a 59-unit density bonus above the automatic 16-unit density bonus eligible to the project for complying with the City’s 20-percent affordable housing requirement. To support their density bonus concession, the project sponsor has submitted a financial pro forma in compliance with Government Code, § 65915(k)(3). As noted above, the City has hired an independent third party economist, Seifel Consulting, to review the financial pro forma and confirm the methodologies, assumptions and conclusions. Seifel Consulting has concluded that the pro forma does use sound assumptions, methodologies and financial information, and that the pro forma demonstrates the number of residential units proposed, with the density bonus, is necessary to make the project financially feasible.

The financial pro forma evaluates the Base Case scenario (61 units, which includes the 35-percent density bonus) as well as the Proposed Project scenario (120 units). The actual financial pro forma and specific numbers contained in the pro forma are proprietary information and the City is not allowed to release those for public review. However, the City’s consulting economist has reviewed all the information and prepared an analysis that provides the conclusions of their review, which is attached as Exhibit 6 (*Pro Forma Review and Financial Feasibility Analysis*) to the August 27, 2019 Planning Commission [staff report](#). In summary, the review finds:

- The Base Case scenario (61 units, which includes the 35-percent density bonus) is not financially feasible. Based on the development costs, revenues and return metrics, the developer margin would be negative, meaning the development costs would exceed the revenues, and thus make the project not feasible to build. The review also concludes that even with potential savings on

construction costs through value engineering, the Base Case scenario is not feasible as the return margin would still be negative.

- The Proposed Project scenario (120 units, including a 59-unit bonus above the state density bonus) does yield a positive margin of return. However, that return does not achieve a high enough margin to be financially feasible according to typical return metrics. The review does conclude that if construction costs are lowered by 15 percent, it would be within the range of development feasibility, consistent with other projects in high demand locations. The additional density requested in the Proposed Project scenario enhances financial feasibility by reducing development costs per housing unit.
- Additionally, in response to the Commission's suggestion during the study session to explore additional affordability, a third scenario was evaluated by the City's economist, which has been called Alternative 1. This scenario evaluated a 120-unit project, of which 18 units (20-percent of the 59-unit additional density bonus) are BMR units (10 very low-income household levels and 8 low-income household levels). The review concludes that, given the significant reduction in revenues from doubling the number of affordable housing units, the Alternative 1 scenario is also not financially feasible without a significant reduction in construction costs as the return margin would be negative.

In addition to the density bonus request, there are other considerations when evaluating this project's proposed density.

- The zoning for this site not only allows for residential density of 1 unit/600 sq. ft, but also allows for a non-residential (commercial) development intensity of up to a 1.5 FAR (Floor Area Ratio). These are different metrics where density factors in the number of allowable residential units (but not unit size), while FAR factors in allowable square footage of non-residential use. For a mixed-use building, residential density and non-residential FAR are factored collectively. Therefore, for this site, the 1.5 FAR would allow up to 41,051 square feet of non-residential building area, which translates to approximately two additional building floors for the building.
- Second, although residential density is not regulated by square footage, the proposed project hosts 120 units in approximately 81,442 sq. ft of building area dedicated to residential use, which translates to an average of 678 sq. ft/unit. As an example, a building of the same size could be proposed as:
  - 45 units in 6 stories, with the average unit being 1,809 sq. ft/unit,
  - 61 units (State density bonus max) in the same 6 stories, with the average unit being 1,313 sq. ft/unit.

Given the need for housing in San Rafael as well as throughout the State, staff would assert that a greater number of smaller units as proposed would be more beneficial to the community. This is an opportunity site, close to transit, in the heart of downtown and is possibly the most appropriate location for higher density housing within the City. The project would also serve as a catalyst for other downtown housing projects.

Staff recommends that the Proposed Project scenario, which includes the voluntary increase in BMR/inclusionary units, is appropriate, given: 1) that the project does not utilize most of the non-residential FAR allowance for the site; 2) the smaller size of units, averaging 678 sq. ft./unit; and 3) the project location.



### **Building Height**

The 2/3 MUE (Second/Third Mixed-Use East) District zoning allows a 54-foot height limit with an additional 12-foot height bonus (for a total of 66 ft height limit) for projects that provide the required amount of affordable housing. As designed, the project proposes a building height at 73 feet, which exceeds the height limit by seven feet. The height is measured to the top of the roof deck and the other architectural features on the roof deck (railing, and elevator overruns, trellises) do not count toward the maximum building height.

The additional building height results from:

- FEMA requirements require the garage level to be a +1 ft. above the current grade.<sup>1</sup>
- A garage plate height of 22 feet is required to accommodate the mechanical parking lift system.
- A plate height of 9.5 feet for the residential levels/floors.

Given that the proposed height exceeds the 66-foot height limit, the applicant has requested a major concession under the state density bonus law to request 7 additional feet. Concessions not identified in SRMC section 14.16.030.H.3.a. are considered a major concession and require submittal of a financial pro forma ([SRMC section 14.16.030.H.3.b.v.](#)). If approved, the concession counts under the State Density Bonus law. Per SRMC section 14.16.030(b), a major concession requires the submittal of a financial pro forma which demonstrates the concession or incentive is necessary to make the project financially feasible (Government Code, § 65915(k)(3)). As noted above, the City hired Seifel Consulting to review the financial pro forma and confirm the methodologies, assumptions and conclusions. In conclusion, the City's third-party economist has concluded that the pro forma does use sound assumptions, methodologies and financial information, and that the pro forma demonstrates the requested height bonus, like the density bonus, is needed to make the project financially feasible.

### **Front Setback Reduction**

The project requests a waiver of the required, five-foot landscaped front setback along the Third Street frontage. This waiver is also being requested as a concession under the State Density Bonus law for meeting their required 20-percent affordable housing requirement. As is the case with the additional building height and density, this concession requesting the waiver of the required five-foot is fully discretionary; it required that the applicant submit a financial pro forma demonstrating that the waiver of the required setback results in "identifiable, financially-sufficient and actual cost reductions" (underline added) to the project. Staff's consulting economist has peer reviewed (at the applicant's cost) the financial pro forma and has concluded that the setback waiver would result in actual cost reductions to the project.

The predominant pattern of existing building placement within the area surrounding the project is without any, or zero, front setback; this project would be consistent with this existing pattern. In addition, the minimum dimensions required for mechanical parking lifts and drive aisles, coupled with the required mechanical/utility/refuse/two-way driveway infrastructure and proposed lobby and bike storage facility, provide compelling design challenges to incorporating the front setback into the project. At the request of the Planning Commission, however, the project sponsor has indicated their intent to monitor future demand for increased ground-floor commercial space within the project and the potential interest to convert and reconfigure the lobby area into additional commercial space at the southeast corner of the Third Street and Lincoln Avenue intersection, which would have the effect of increasing pedestrian activity along the Third Street frontage.

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<sup>1</sup> The site is located within the Federal Emergency Management Agency (FEMA) 100-year flood zone (Zone AE), which requires the development be constructed at a higher elevation and be subject to required flood insurance.

**Environmental Determination**

Consistent with the provisions and requirements of the California Environmental Quality Act (CEQA) Guidelines, the project has been reviewed and determined to be categorically exempt from environmental review under CEQA Guidelines Section 15332 (Class 32, Infill Development Projects). As summarized in the January 21, 2019 memorandum to the project file from Paul Jensen, Community Development Director, the project meets the specific conditions of Class 32 to qualify for the exemption. Compliance with these required conditions is supported by 12 technical studies and reports that have been prepared and cited in the memorandum; these studies and reports are on-file with the City. A draft Notice of Exemption has been prepared.

**COMMUNITY OUTREACH:**

All public comments received by staff on the project through Design Review Board review are included as Exhibit 8 of the August 27, 2019 Planning Commission packet. All public comments received by staff between review by the Design Review Board and the Planning Commission are included as Exhibit 9 of the [August 27, 2019 Planning Commission packet](#). Notice of all public hearings on the project, including the City Council hearing, has been conducted in accordance with the public review period and noticing requirements contained in Chapter 29 of the Zoning Ordinance. All notices of public meeting or hearing on the project were mailed to all property owners and occupants within a 300-foot radius of the site and the representing neighborhood groups (Federation of San Rafael Neighborhoods, Lincoln-San Rafael Hill Neighborhood Assoc., Montecito Area Residents Assoc., Bret Harte Community Assoc., Gerstle Park Neighborhood Assoc.) at least 15 days prior to each meeting or hearing. In addition, notice of each meeting or hearing was posted at the site, along the Third St., Tamalpais Ave. and Lincoln Ave. frontages, at least 15 days prior to each meeting or hearing.

All correspondence received by staff either during or after the Planning Commission hearing is included as Attachment 2 to this report. In general, there have been comments both in support of and in opposition to the project throughout the public process. Those supporting the project generally support housing in the Downtown and in proximity to SMART and the transit center. Those opposing the project either wish to see the project provide an even greater number of affordable units, or are opposed to the project design, bulk/mass, height, and perceived parking and traffic impacts.

**FISCAL IMPACT:**

The review and processing of this project is a private development and would have no direct fiscal impact on the City's budget, given that the review is subject to cost recovery fees paid by the applicant. The project would generate 59 new net peak hour vehicle trips, which would be subject to the payment of a Traffic Mitigation Fee of \$250,514 (59 x \$4,246/new peak hour traffic trip) to assist in funding needed off-site transportation improvements. All utility connections (sewer, water, gas/electric) will be constructed at the cost of the property owner. Further, all public improvements along the site frontages (Third Street, Tamalpais Avenue and Lincoln Avenue) will be constructed at the cost of the property owner.

The costs associated with processing the planning applications for this project are borne by the applicant and are subject to 100-percent cost recovery of staff time associated with the review and processing of the project.

**OPTIONS:**

The City Council has the following options:

1. Adopt a resolution conditionally approving the project (*staff's recommendation*).
2. Adopt a resolution conditionally approving the project with modifications or additions to the conditions of approval.

3. Continue the matter and direct staff to return with additional information to address any comments or concerns of the City Council.
4. Direct staff to return with a revised resolution denying the project.

**RECOMMENDED ACTION:**

Adopt a resolution conditionally approving the Use Permit, the Environmental and Design Review Permit and Lot Consolidation to allow the construction of a new, 120-unit, mixed-use building with requested density and height bonuses and a setback waiver.

**ATTACHMENTS:**

1. Draft Resolution Conditionally Approving the Project
2. Public Comments since Planning Commission Hearing
3. Project Plans

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A USE PERMIT (UP18-008), ENVIRONMENTAL AND DESIGN REVIEW PERMIT (ED18-018) AND LOT LINE CONSOLIDATION (LLA18-001) TO ALLOW THE CONSTRUCTION OF A 120-RESIDENTIAL 'RENTAL' UNIT, 73'-TALL, NEW MIXED-USE BUILDING WITH 121 MECHANICAL GARAGE PARKING LIFTS AND 969 SQ. FT. OF GROUND-FLOOR COMMERCIAL SPACE WITH HEIGHT AND DENSITY BONUSES AND A FRONT SETBACK WAIVER, LOCATED ON TWO ADJACENT DOWNTOWN PARCELS AT 703-723 THIRD ST. AND 898 LINCOLN AVE.  
(APNS: 011-278-01 & -02)**

**WHEREAS**, on March 2, 2017, Planning staff completed Pre-application review (PA16-007) of a proposal to construct a new, 74.5'-tall, residential building with 138 residential units above 152 garage parking spaces, and requesting height and density bonuses and a front setback waiver (Based on limits prescribed by the City's General Plan and the Zoning Ordinance, the maximum density for the project site is 45 residential units without a State density bonus and the maximum height is 66'); and

**WHEREAS**, on June 20, 2017, the Design Review Board (Board) provided Conceptual Design Review comments on the project, which reduced the height of the building, from 74.5' to 66', and the on-site parking, from 152 to 143 mechanical parking lifts, though continued the density of 138 residential 'rental' units with density and height bonuses and a front setback waiver. The Board's comments included the need for a higher-quality 'Gateway' design that eliminates upper-story projections over the sidewalk and incorporates upper-story 'step-backs' and ground-floor commercial space, particularly along the Tamalpais Avenue frontage; and

**WHEREAS**, on July 25, 2017, the Planning Commission (Planning Commission) also provided Conceptual Design Review comments on the project that were similar to the Board's comments, but also recommended minimizing driveways/driveway widths along the Tamalpais Avenue frontage and providing high-quality design on all building elevations, including the rear elevation adjacent to the Marin Color Service site at 770 2<sup>nd</sup> St.; and

**WHEREAS**, on March 22, 2018, formal project applications were submitted to the Community Development Department, Planning Division, requesting a Use Permit (UP18-008), an Environmental and Design Review Permit (ED18-018) and a Lot Line Consolidation (LLA18-001) for the current project, which reduced the density, from 138 to 120 residential 'rental' units, and the on-site parking, from 143 to 121 mostly mechanical parking lifts, while increasing the height of the building, from 66' to 73' and providing a 969 sq. ft. ground-floor commercial space. The formal project continued to request density and height bonuses and a front setback waiver; and

**WHEREAS**, on February 26, 2019, the Planning Commission held a study session to provide preliminary comments, at the request of staff, on miscellaneous policy areas, including the requested density bonus, height bonus and front setback waiver, and the proposed mechanical parking lifts and the draft environmental (CEQA) findings. The Planning Commission indicated their support for the current project, including staff's preliminary determination that the project is exempt from CEQA (California Environmental Quality Act), pursuant to CEQA Guidelines Section 15332 (*In-Fill Development Projects*). However, the Commission suggested that the project should explore providing greater affordability given the amount of density bonus and improving the Tamalpais/Third St elevation for better gateway design; and

**WHEREAS**, the project has voluntarily increased the proposed affordability, from nine (9) Below-Market-Rate (BMR) units (5 units at very low-income household levels and 4 units at low-income household levels) to 12 BMR units (5 units at very low-income household levels and 4 units at low-income household levels plus 3 units at the moderate-income household levels); and

**WHEREAS**, on May 7, 2019, the Board reviewed the formal project for site and building design and unanimously (4-0-2 vote with Board Member Kent and Paul absent; with PC Liaison Davidson) recommended approval of the site and building design with enhanced “Gateway Corner” (Third St. and Tamalpais Ave.) façade treatments (unique materials and colors); and

**WHEREAS**, on August 27, 2019, the San Rafael Planning Commission (Planning Commission) held a duly noticed public hearing to consider a Use Permit (UP18-008), an Environmental and Design Review Permit (ED18-018) and a Lot Line Consolidation (LLA18-001) application, accepted and considered all oral and written public testimony and the written report of Planning staff; and

**WHEREAS**, on August 27, 2019, following a public hearing and deliberation on the project, the Planning Commission voted 5-2 (Commissioners Lubamersky and Schaefer voting no) to adopt Planning Commission Resolution No. 19-10 to recommend approval of the project to the City Council with the requested density and height bonuses, setback waiver and greater affordability, subject to conditions of approval; and

**WHEREAS**, on October 7, 2019, the San Rafael City Council held a duly noticed public hearing to consider a Use Permit (UP18-008), an Environmental and Design Review Permit (ED18-018) and a Lot Line Consolidation (LLA18-001) application, accepted the Planning Commission recommendation, and accepted and considered all oral and written public testimony and the written report of Planning staff; and

**WHEREAS**, consistent with the provisions and requirements of the California Environmental Quality Act (CEQA) Guidelines, the project has been reviewed and determined to be categorically exempt from environmental review under CEQA Guidelines Section 15332 (Class 32, Infill Development Projects). As summarized in the January 21, 2019 memorandum to the project file from Paul Jensen, Community Development Director, the project meets the specific conditions of Class 32 to qualify for the exemption. Compliance with these required conditions is supported by 12 technical studies and reports that have been prepared and cited in the memorandum; these studies and reports are and on-file with the City. As such, a draft Notice of Exemption has been prepared; and

**WHEREAS**, the custodian of documents which constitute the record of proceedings upon which this decision is based is the Community Development Department;

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of San Rafael does hereby make the following findings related to the applications for Use Permit (UP18-008), Environmental and Design Review Permit (ED18-018) and Lot Line Consolidation (LLA18-001):

## **California Environmental Quality Act (CEQA) Findings**

Pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15061, the proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15332 (In-Fill Development Projects).

Based on supporting studies submitted with the project and as documented in the Notice of Exemption (Exhibit 6 to the August 27, 2019 [staff report](#) to the Planning Commission), the City Council finds that a Class 32 categorical exemption under the CEQA Guidelines applies to this in-fill development project by meeting specific criteria listed below:

- a) The project is consistent with all applicable General Plan and policies and Zoning Ordinance regulations as documented by the attached consistency tables (see Exhibits 3 and 4 to the August 27, 2019 [staff report](#) to the Planning Commission);
- b) The proposed development is located within the city limits on a project site no more than five (5) acres substantially surrounded by urban uses given that the project site is comprised of two adjacent Downtown parcels with 27,367 sq. ft. (0.63 acre) of total combined area. The project is located within the jurisdictional boundaries of the City of San Rafael and is surrounded by urban development;
- c) The project site has no value as habitat for endangered or threatened species given that a Biological Assessment was completed on the project site which determined no critical habitat exists among the biological resources;
- d) Approval of the project would not result in any significant impacts to traffic, noise, air quality or water quality as confirmed by appropriate studies that were conducted, submitted and reviewed by the appropriate city departments. The results are that no significant impacts would result from the project which cannot be mitigated with standard conditions of approvals;
- e) The project site can be adequately served by all required utilities and public services given that the site is currently served, and will continue to be served, by City services and non-city agency service providers and the applicable service providers have indicated, through design or conditions, support for the project.

## **Use Permit (UP18-008) Findings**

- A. The proposed residential use within a commercial zoning district and the proposed use of mechanical parking lifts to provide on-site parking for the project, as revised and conditioned, will be in accord with the San Rafael General Plan 2020, the objectives of Title 14 of the San Rafael Municipal Code (*the Zoning Ordinance*) and the purposes of the 2/3 MUE District, in which the project site is located, given that;
  1. As documented in the General Plan 2020 Consistency Table (Exhibit 3 to the August 27, 2019 [staff report](#) to the Planning Commission), the proposed project will implement and promote the goals and policies of the San Rafael General Plan 2020;
  2. As documented in the Zoning Ordinance Consistency Table (Exhibit 4 to the August 27, 2019 [staff report](#) to the Planning Commission), the proposed project will be consistent with the objectives of the Zoning Ordinance; and

3. The proposed project will be consistent with the purposes of the 2/3 MUE District, given that; a) The project will create multifamily residential use in the 2/3 MUE District, a commercial zoning district, as part of mixed-use development; b) The project will provide a wide variety of housing opportunities in mixed-use districts in terms of housing type (market-rate and affordable residential 'rental' units) and sizes (studio units 342 - 539 sq. ft. in size, 1-bedroom units 545 - 795 sq. ft. in size, and 2-bedroom units 899 - 1,068 sq. ft. in size, c) The project will help promote San Rafael's Downtown area as a viable commercial and financial center, and as an urban center with a mixture of civic, social, entertainment, cultural and residential uses due to its unique location in the Downtown, across from the SMART Downtown station and in close proximity to the relocated Bettini Transit Center (whose exact location has not been determined at this time); future residents are anticipated to frequent existing and future businesses in the Downtown and help achieve the City's goal of 'alive-after-five' by helping to activate the Downtown in the evenings and on weekends; and d) The project will help create an inviting appearance along Third St. frontage by installing new street trees and raised Corten steel landscape planters along all three building frontages (Third St., Lincoln Ave. and Tamalpais Ave.).
- B. The proposed residential use within a commercial zoning district and the proposed use of mechanical parking lifts to provide on-site parking for the project, as revised and conditioned, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity, or to the general welfare of the City, given that; the project has been reviewed by appropriate City departments, non-City agencies, the appropriate surrounding neighborhood groups (Downtown Business Improvement District, Federation of San Rafael Neighborhoods, Gerstle Park Neighborhood Assoc., Montecito Area Residents Assoc. Lincoln-San Rafael Hill Neighborhood Assoc. and Bret Harte Community Assoc.), interested parties, the Design Review Board at two (2) separate meetings (conceptual review on June 20, 2017 and formal project review on May 7, 2019) and the Planning Commission on two (2) separate occasions (conceptual review on July 25, 2017 and study session on February 26, 2019) and conditions of approval have been included to mitigate any potential negative impacts anticipated to be generated by the proposed project;

In addition, the proposed mechanical parking lift system has been used in other residential development projects, in similar settings and has proven to be effective and safe mechanism to provide stacked parking. Lastly, appropriate measures have been included in the project, as a condition of approval, to establish backup methods should the mechanical parking lift fail in a power outage; and

- C. The proposed residential use within a commercial zoning district and the proposed use of mechanical parking lifts to provide on-site parking for the project, as revised and conditioned, will comply with each of the applicable provisions of the Zoning Ordinance, given that; as documented in the Zoning Ordinance Consistency Table (Exhibit 4 to the August 27, 2019 [staff report](#) to the Planning Commission).

### **Environmental and Design Review Permit (ED18-018) Findings**

- A. The project design, as revised and conditioned, will be in accordance with the San Rafael General Plan 2020, the objectives of Title 14 of the San Rafael Municipal Code (*the Zoning*

*Ordinance*) and the purposes of Chapter 25 of the Zoning Ordinance (*Environmental and Design Review Permits*), given that;

1. As documented in the General Plan 2020 Consistency Table (Exhibit 3 to the August 27, 2019 [staff report](#) to the Planning Commission), the proposed project will implement and promote the goals and policies of the San Rafael General Plan 2020;
  2. As documented in the Zoning Ordinance Consistency Table (Exhibit 4 to the August 27, 2019 [staff report](#) to the Planning Commission), the proposed project will be consistent with the objectives of the Zoning Ordinance; and
  3. The proposed project will be consistent with the purposes of Environmental and Design Review Permits, given that: a) the project will maintain and improve the quality of, and relationship between, development and the surrounding area to contribute to the attractiveness of the City; b) the revised project design proposes a contemporary design, similar to the nearby BioMarin campus buildings, though with unique façade treatments (brick with Corten steel planters at the ground level and a mixture of stucco and vertical and horizontal fiber cement board siding at the upper levels), greater articulation, stepping back the upper stories and a more ‘residential’ window proportion; c) the proposed 6-story scale was reviewed and supported by both the Board and the Planning Commission during conceptual design review, the Commission again during study session review and the Board again during formal project review and supported; d) the project design has been revised to provide equal, high-quality design attention to all four building elevations, including the rear elevation which is shared with 770 Second St.; e) better vertical and horizontal articulation and step-backs of upper stories have been incorporated into the revised project design; f) previously proposed upper-story projections or encroachments over the sidewalk have been eliminated; g) extensive landscaping in the form of street trees and Corten steel raise planter along all three street fronts is proposed to help create a pedestrian scale; h) the project proposes to orient pedestrian activity through the lobby area both through the main entry on Third St and at the northwest corner of Third St./Lincoln Ave.; and i) photo simulations were conducted on the project and submitted by the applicant, which indicated minor view impacts from public vantage points.
- B. The project design, as revised and conditioned, is consistent with all applicable site, architecture and landscaping design criteria and guidelines for the Second/Third St. Mixed-Use East (2/3 MUE) District in which the project site is located, given that:
1. The project design will be consistent with the maximum allowable density for the site, which is 45 units based on 27,367 sq. ft. of total lot area, subject to requests for automatic and discretionary density bonuses under the State Density Bonus law after meeting mandatory affordable housing requirements;
  2. The project will be consistent with the maximum height allowed (Uniform Building Code 1997) for the project site, which is 54’, subject to requests for automatic and discretionary height bonuses under the State Density Bonus law after meeting mandatory affordable housing requirements;
  3. The project will be consistent with the minimum required yard setbacks, which is limited to a 5’ front (Third St. frontage) setback, subject to a request for setback waiver under the State Density Bonus law after meeting mandatory affordable housing requirements;



4. The project will be consistent with the minimum landscaping requirement for the project site, which is 10% or 2,737 sq. ft. (The project proposes 12,555 sq. ft. of site landscaping);
5. The project will be consistent with the maximum FAR (floor area ratio) allowed on the project site by proposing 969 sq. ft. of ground-level commercial space located at the northeast corner of the project site, at the corner of Third St and Tamalpais Ave. This represents 0.035 FAR where a maximum 1.5 FAR or 41,050.5 sq. ft. of nonresidential development is allowed on the project site in addition to the residential density;
6. The project will voluntarily provide 12,408 sq. ft. of private and common outdoor recreational area or an average of 103.4 sq. ft. of outdoor recreational area per unit;
7. The provisions of Marin Municipal Water District's (MMWD) most recent water conservation and new 'graywater' requirements apply to the project, where MMWD approval is required prior to the issuance of any building or grading permit;
8. The proposed project will be consistent with review criteria for Environmental and Design Review Permits (*Chapter 14.25 of the Zoning Ordinance*), by proposing a consistent, high-quality architectural design (colors and materials; scale; bulk and mass; fenestration and articulation) throughout the project site; and
9. The formal project design was reviewed and recommended for approval by the Design Review Board (Board) on May 7, 2019.

C. The project design, as revised and conditioned, minimizes adverse environmental impacts, given that:

1. The project site is completely developed and disturbed and neither contains, nor is immediately contiguous to, recognizable wetlands, creeks or similarly sensitive environmental features, and it has not been identified in the San Rafael General Plan 2020 (*Exhibit 38 – Threatened and Endangered Species*) as a general location where threatened and endangered species have been previously observed or maintain a suitable habitat for their likely presence to be found; and
2. The project design minimizes adverse environmental impacts, given that a California Environmental Quality Act (CEQA) review and clearance was prepared, based on supporting studies submitted with the project, substantiating a Categorical Exemption (Class 32; *In-Fill Development Projects*), as determined by a draft Notice of Exemption (NOE), dated January 21, 2019 (Exhibit 7 to the August 27, 2019 [staff report](#) to the Planning Commission).

D. The project design, as revised and conditioned, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity, or to the general welfare of the City, given that the project has been reviewed by appropriate City departments, non-City agencies, the appropriate surrounding neighborhood groups (Downtown Business Improvement District, Federation of San Rafael Neighborhoods, Gerstle Park Neighborhood Assoc., Montecito Area Residents Assoc. Lincoln-San Rafael Hill Neighborhood Assoc. and Bret Harte Community Assoc.), interested parties, the Design Review Board at two (2) separate meetings (conceptual review on June 20, 2017 and formal project review on May 7, 2019) and the Planning Commission on two (2) separate occasions (conceptual review on July 25, 2017 and study session on February 26, 2019) and conditions of approval have been included to mitigate any potential negative impacts anticipated to be generated by the proposed project.

## **Lot Line Consolidation Findings**

- A. The proposed lot line consolidation is consistent with the San Rafael General Plan 2020 and any pertinent specific plan or neighborhood plan given that the use of the project site would be mixed-use (both residential and non-residential uses) in compliance with the Second/Third Street Mixed-Use (2/3MU) General Plan Land Use designation, and would not result in the creation of any new lots but, rather, would reduce the two (2) existing legal Downtown parcels into one (1).
- B. The proposed lot line consolidation is in conformance with the Zoning Ordinance (Title 14) and any other pertinent municipal code provisions, given that the consolidated parcel would be in conformance with the development standards for the Second/Third Mixed Use East (2/3 MUE) District, including minimum lot area, lot width and landscaping and maximum floor area ratio (FAR), with the exception of height, density and front setback, and the applicant has requested concessions to these standards under the State Density Bonus law. The proposed Lot Line Consolidation would not result in any change to the existing zoning classification or approve a change in use or additional construction which would conflict with these zoning classifications and development standards.
- C. The proposed lot line consolidation is in conformance with the Uniform Building Code (UBC), given that the project application submittal has been reviewed by the Community Development Department, Building Division, and determined to be in conformance with the applicable California Building Code (CBC) or UBC regulations.

## **Density Bonus /Concessions/Waivers Findings**

- A. The project complies with the City's affordable housing requirement, pursuant to SRMC Section 14.16.030, by providing 20% (9 units) of the maximum base density (45 units) as "affordable" or Below-Market-Rate (BMR) units, with five (5) BMR units affordable to very low-income households and four (4) affordable to low-income households.
- B. By meeting the City's affordable housing requirement, the project is automatically eligible for a State Density Bonus of up to 35% (16 additional market-rate units) and up to three (3) concessions.
- C. By meeting the City's affordable housing requirement, the project is also automatically eligible for a twelve-foot (12') height bonus under both the General Plan and SRMC Section 14.16.190, from 54' to 66'.
- D. The project proposes three (3) discretionary concessions/waivers: 1) An additional 59-unit discretionary density bonus above the 35% density bonus provided by the State Density Bonus law; 2) An additional seven-foot (7') height bonus above the height bonus allowed by the General Plan and Zoning Ordinance; and 3) A waiver from the required five-foot (5') landscaped front setback.
- E. All three of the proposed concessions/waivers requested by the applicant, are considered major concessions ([SRMC 14.16.030.H.3.b.v](#)) and therefore are subject to approval of the City Council and require that the applicant demonstrate through a financial pro forma that

the concessions are needed to make the project financially feasible. As part of the formal submittal, a financial pro forma was submitted by the developer.

F. The pro forma evaluates the Base Case Project (61 units, which includes the 35% density bonus) as well as the Proposed Project (120 units). The actual pro forma and specific numbers contained in the pro forma are proprietary information and the City is not allowed to release those for public review. However, the City's consulting economist has reviewed all the information and prepared their analysis that provides the conclusions of their review (Exhibit 6 of staff report). In summary, the review finds:

1. The Base Case scenario (61 units, which includes the 35% density bonus) is not financially feasible. Based on the development costs, revenues and return metrics, the developer margin would be negative, meaning the development costs would exceed the revenues, and thus make the project not feasible to build. The review also concludes that with even with potential savings on construction costs through value engineering, the Base Case scenario is not feasible as the return margin would still be negative.
2. The Proposed Project scenario (120 units, including a 59-unit bonus above the state density bonus) does yield a positive margin of return. However, that return does not achieve a high enough margin to be financially feasible according to typical return metrics. The review does conclude that if construction costs are lowered by 15%, it would be within the range of development feasibility, consistent with other projects in high demand locations. The additional density requested in the Proposed Project scenario enhances financial feasibility by reducing development costs per housing unit.
3. Additionally, in response to the Planning Commission's suggestion during the study session to explore additional affordability, a third scenario was evaluated by the City's economist, which has been called Alternative 1. This scenario evaluated a 120-unit project, of which 18 units (20% of the 59-unit additional density bonus) are BMR units (10 very low-income household levels and 8 low-income household levels). The review concludes that, given the significant reduction in revenues from doubling the number of affordable housing units, Alternative 1 is also not financially feasible without a significant reduction in construction costs as the return margin would be negative.

G. In addition to the density bonus request, there are other considerations when evaluating this project's proposed density.

1. The zoning for this site not only allows for residential density of 1 unit/600 sq. ft, but also allows for non-residential (commercial) intensity of up to a 1.5 FAR (Floor Area Ratio). These are different metrics, where density is based on number of units, and does not factor size of units, while FAR is based on square footage. For this site, the 1.5 FAR would allow up to 41,051 sq. ft, which for this site would translate to approximately two entire floors of the proposed building.
2. Although residential density is not regulated by square footage, the proposed project hosts 120 units in approximately 81,442 sq. ft of building area dedicated to residential use, which translates to an average of 678 sq. ft/unit. As an example, a building of the same size could be proposed as:
  - 45 units in 6 stories, with the average unit being 1,809 sq. ft/unit,
  - 61 units (State density bonus max) in the same 6 stories, with the average unit being 1,313 sq. ft/unit.

Given the need for housing in San Rafael as well as throughout the State, the Commission finds that a greater number of smaller units (120 units) as proposed would be more beneficial to the community. This is an opportunity site, close to transit, in the heart of downtown and is possibly the most appropriate location for higher density housing. It would also serve as a catalyst for other downtown housing projects

3. Other factors to consider for density include height, design, environmental resources (including historical), parking and traffic capacity:
  - a. For height the project is impacted by FEMA requirements that require a +2 ft increase of height.
  - b. The stacker parking system requires a 22-ft first floor plate height.
  - c. Stepping of the building as well as provision of horizontal articulation have resulted in additional height to address design related comments by the DRB as means to reduce perceived bulk and mass from all four building elevations.
  - d. The site has no historical or environmental resources, given it is fully graded and developed with nondescript, postmodern commercial buildings.
  - e. The traffic generation from the project was evaluated against the City's level of service standards. A Transportation Impact Analysis report (Fehr & Peers Transportation Consultants, revision dated January 14, 2019) originally submitted for the project was revised to expand the study area and to modify the methodology used in the analysis. The results of the updated trip generation calculation indicate that, based on traffic counts of existing land use trips, and with deductions applied for 'walk, bike and transit' trips due to the site's proximity to the Downtown, the SMART station and the transit center, the project would result in 33 net new AM peak hour trips (7- 9am weekdays) and 26 PM net new peak hour trips (4-6pm weekdays).
    - The Transportation Impact Analysis report indicates surrounding intersections and arterials would continue to operate (existing plus project volumes) acceptably per the City's LOS (Level of Service) standards in the General Plan
    - The results of the Transportation Impact Analysis report have been confirmed by the City's Traffic Engineer. Staff finds the proposed density (120 units) would result in negligible traffic impacts which are off-set by the payment of traffic mitigation fees on the 59 new peak hour trips anticipated to result from the project.
  - f. In terms of parking, the project would provide more parking than that required by the State for projects near transit. The project is required to provide 82 spaces and would provide 121 total spaces (composed of 109 resident parking + 12 ADA, ride share, drop off and EV parking spaces).
4. The city's consulting 3<sup>rd</sup> party economist has determined that the proposed additional density bonus, height bonus and setback waiver all result in "identifiable, financially sufficient and actual cost reductions" (underline added) to the project (see Exhibit 6 to the August 27, 2019 [staff report](#) to the Planning Commission).

**BE IT FURTHER RESOLVED**, that the City Council of the City of San Rafael does hereby approve the Use Permit (UP18-008), Environmental and Design Review Permit (ED18-018), and Lot Line Consolidation (LLA18-001), including the density bonus and waivers/concessions, based on the findings of fact above and, subject to the following conditions of approval:

**Use Permit (UP18-008)  
Conditions of Approval**

***General and On-Going***

*Community Development Department, Planning Division*

1. This Use Permit (UP18-008) approves development of 120 residential 'rental' units or apartments above 969 sq. ft. of ground-floor commercial space and 121 mechanical garage parking lifts, which shall always comply with the adopted performance standards for residential uses in commercial districts (currently SRMC section 14.17.100).
2. This Use Permit approves a *Parking Modification* to allow 109 of the 121 spaces to be provided by mechanical jig saw lifts for the residents. The remaining 12 parking spaces are to be provided as at-grade, non-mechanical lift parking spaces for electric vehicle (EV), visitor, ADA and car share parking.
3. This Use Permit does not allow the subsequent conversion of the approved residential 'rental' units or apartments to individual condominium units without a separate Tentative Map application submittal to the Community Development Department, Planning Division, in compliance with SRMC Title 15, and review and approval by the Planning Commission. Any Tentative Map application shall also require submittal to amend this Use Permit and the Environmental and Design Review Permit (ED18-018) for the project.
4. This Use Permit requires the project to include a secondary or backup power source to operate the mechanical parking lift system in case of power outage.
5. This Use Permit requires the project reserve a minimum of 82 mechanical parking spaces, for exclusive use by the residents, which is the reduced parking requirement under the State Density Bonus law.
6. This Use Permit requires the project reserve a minimum of three (3) on-site parking spaces for the exclusive use by customers of the ground-floor commercial space, which is the reduced parking requirement under the City's parking code.
7. This Use Permit requires the project provide a minimum of four (4) short-term bicycle parking spaces, in compliance with the adopted design standards (SRMC section 14.18.090 (E), and accessible at all times.
8. This Use Permit shall run with the land and shall remain valid regardless of any change of ownership of the project site, subject to the conditions presented in this resolution. This Use Permit will fully vest once a building/grading permit is issued and 'substantial construction' is commenced or a time extension request is submitted to the City's Community Development Department, Planning Division, **within two (2) years** of original approval, or **October 7, 2021** ('Substantial construction' is defined as the pouring of all required foundations and the installation of vertical components, such as exterior walls). Failure to obtain a

grading/building permit and commence 'substantial construction' or submit a time extension request by the specified date will result in the expiration of this Use Permit.

9. This Use Permit shall run concurrently with the Environmental and Design Review Permit (ED18-018) approval. If the Environmental and Design Review Permit approval expires, this Use Permit approval shall also expire and become invalid.

**Environmental and Design Review Permit (ED18-018)  
Conditions of Approval**

***General and On-Going***

*Community Development Department, Planning Division*

1. The building techniques, colors, materials, elevations and appearance of the project, as presented to the City Council at their October 7, 2019 hearing, and on file with the Community Development Department, Planning Division, shall be the same as submitted for building permits to the Community Development Department, Building Division, subject to the conditions presented in this resolution. Minor modifications or revisions to the project shall be subject to review and approval of the Community Development Department, Planning Division. Further modifications deemed not minor by the Community Development Director shall require review and approval by the original decision-making body, the City Council, and may require review and recommendation by the City's Planning Commission and Design Review Board.
2. The approved colors for the project are on file with the Community Development Department, Planning Division. Any future modification to the color palette shall be subject to review and approval by the Planning Division and those modifications not deemed minor shall be referred to the Design Review Board for review and recommendation prior to approval by the Planning Division.
3. This Environmental and Design Review Permit approves the demolition of two existing commercial buildings (a two-story commercial building at 703 Third St. and a one-story commercial building at 723 Third St./898 Lincoln Ave.) and the construction of a 120-unit, 73'-tall, 'rental' residential or apartment building with 121 mechanical garage parking lifts and 969 sq. ft. ground-floor commercial space.
4. All 'off-haul' of excavation and delivery/pick-up of construction equipment shall occur during off-peak weekday hours, between 9:00 a.m. and 4:00 p.m., Monday through Friday only.
5. Consistent with the standard noise ordinance requirements for construction (SRMC Chapter 8.13), all grading and construction activities shall be limited to 7 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 6 p.m., Saturdays. All grading and construction activities are strictly prohibited on Sundays and State- or federally-recognized holidays.
6. Final landscape and irrigation plans for the project shall comply with the provisions of Marin Municipal Water District's (MMWD) water conservation ordinance and graywater recycling system requirements in effect at the time of building permit submittal. Construction plans submitted for issuance of building/grading permit shall be pre-approved by MMWD and stamped as approved by MMWD or include a letter from MMWD approving the final landscape and irrigation plans. Modifications to the final landscape and irrigation plans, as

required by MMWD, shall be subject to review and approval of the Community Development Department, Planning Division.

7. All new landscaping shall be irrigated with an automatic drip system and maintained in a healthy and thriving condition, free of weeds and debris, at all times. Any dying or dead landscaping shall be replaced in a timely fashion.
8. All site improvements, including but not limited to the site lighting, hardscape, and paving striping shall be maintained in good, undamaged condition at all times. Any damaged improvements shall be replaced in a timely manner.
9. The site shall be kept free of litter and garbage. Any trash, junk or damaged materials that are accumulated on the site shall be removed and disposed of in a timely manner.
10. All public streets and sidewalks and on-site streets which are privately owned that are impacted by the grading and construction operation for the project shall be kept clean and free of debris at all times. The general contractor shall sweep the nearest street and sidewalk adjacent to the site on a daily basis unless conditions require greater frequency of sweeping.
11. All submitted building permit plan sets shall include a plan sheet incorporating these conditions of approval.
12. If archaeological or cultural resources are discovered during excavation/grading activities, all work will stop within 100 feet of the resource and the qualified archaeologist will be notified immediately. The qualified archaeologist will contact Federated Indians of Graton Rancheria (FIGR) and the Planning Division and coordinate the appropriate evaluation of the find and implement any additional treatment or protection, if required. No work shall occur in the vicinity until approved by the qualified archaeologist, FIGR and Planning staff. Prehistoric resources that may be identified include, but shall not be limited to, concentrations of stone tools and manufacturing debris made of obsidian, basalt and other stone materials, milling equipment such as bedrock mortars, portable mortars and pestles and locally darkened soils (midden) that may contain dietary remains such as shell and bone, as well as human remains. Historic resources that may be identified include, but are not limited to, small cemeteries or burial plots, structural foundations, cabin pads, cans with soldered seams or tops, or bottles or fragments or clear and colored glass.
13. If human remains are encountered (or suspended) during any project-related activity, all work will halt within 100 feet of the project and the project sponsor shall contact both Planning staff and the County Coroner. If the County Coroner determines that the human remains are of Native American origin, the Planning staff shall notify FIGR within 24-hours of such identification who will work with Planning staff to determine the proper treatment of the remains. No work shall occur in the vicinity without approval from Planning staff.
14. This Environmental and Design Review Permit shall run with the land and shall remain valid regardless of any change of ownership of the project site, subject to the conditions of this resolution. This Environmental and Design Review Permit will fully vest once a building/grading permit is issued and 'substantial construction' is commenced or a time extension request is submitted to the City's Community Development Department, Planning Division, **within two (2) years** of original approval, or **October 7, 2021**. ('Substantial construction' is defined as the pouring of all required foundations and the installation of

vertical components, such as exterior walls). Failure to obtain a grading/building permit and commence 'substantial construction, or failure to obtain a time extension within the two-year period, will result in the expiration of this Environmental and Design Review Permit.

15. This Environmental and Design Review Permit shall run concurrently with the Use Permit (UP18-008) approval. If the Environmental and Design Review Permit expires, the Use Permit approval shall also expire and become invalid.

### ***Prior to Issuance of Demolition Permits***

#### Community Development Department, Planning Division

16. Prior to issuance of a demolition permit, the project sponsor shall submit verification that the requirements of the Bay Area Air Quality Management District (BAAQMD) have been met and necessary permits have been issued for demolition of the existing buildings.
17. Prior to the issuance of a demolition permit, the applicant shall submit written verification from a pest control consultant indicating that the project site has been serviced to eliminate rodents.
18. Prior to issuance, the conditions listed in condition of approval #107 below shall be noted on the demolition plan.

#### Community Development Department – Building Division

19. Any demolition of existing structures will require a permit. Submittal shall include three (3) copies of the site plan, asbestos certification and PG&E disconnect notices. Also, application must be made to the Bay Area Air Quality Management District prior to obtaining the permit and beginning work.

#### Public Works Department - Traffic Engineering Division

20. Prior to demolition permit, the applicant shall submit a detailed traffic control plan for review and approval of the traffic division. All traffic from any off-haul of demolition materials shall be conducted outside of the A.M. or P.M. peak hours (after 9:00 A.M and before 4:00 P.M.).
21. All construction staging shall occur on-site or another site with appropriate approvals from property owner. No staging shall occur on City right-of-way without review and approval of the Public Works Department.
22. A plan for the demolition shall be submitted for review and approval of the City Traffic Engineer. This plan shall indicate the haul/truck routes, size of trucks to be used for hauling off-haul and the frequency/times of any off-haul.

### ***Prior to Issuance of Grading/Building Permits***

#### Community Development Department, Planning Division

23. Due to the proximity of the project site to San Rafael Creek, a qualified archaeologist shall conduct archival and field study to identify the presence of archaeological resources, including a good faith effort to identify archaeological deposits that may show no indications on the surface. Field study may include, but is not limited to, hand auger sampling, shovel test units, or geoarchaeological analysis, as well as other common methods used to identify the presence of buried archeological resources. A list of qualified archaeologists, who meet the Secretary of Interior's Standards, may be found at <http://www.chrisinfo.org>. If



archaeological resources are discovered, protocols dictated by Conditions #12 and #13 (ED18-018) shall be followed.

24. To reduce potential exterior noise impacts in common outdoor areas within the project to meet the City's 65 dBA noise limit, the roof deck shall include a six-foot (6')-high solid parapet wall.
25. To reduce measured traffic and predicted train noise levels in habitable residential rooms to meet the City's interior noise limits, all exterior window and balcony doors shall meet STC rating of STC 36 or higher. Corner units may require exterior windows and doors with higher ratings. Some exterior walls may require additional layers of gypsum board.
  - a. Prior to building permit issuance, a follow-up acoustical study is required to be submitted to the Community Development Department, Planning Division, with final recommendations on window, balcony door, and exterior wall STC rating requirements. This acoustical study shall also review any alternate means of achieving outdoor air and confirm that any mechanical ventilation system will not compromise the noise reduction provided by the window, balcony door and wall assembly.
26. To reduce potential temporary construction and grading noise impacts on the project site to meet the City's 90 dBA noise limit, the applicant shall demonstrate to the satisfaction of the Community Development Department, Planning Division, that the project complies with the following:
  - a. Construction contracts specify that all construction and grading equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other State-required noise attenuation devices.
  - b. Property owners and occupants located within 250 feet of the project boundary shall be sent a notice, at least 15-days prior to commencement of construction or grading of each phase, regarding the construction or grading schedule of the project. A sign, legible at a distance of 50 feet shall also be posted at the project site. All notices and signs shall be reviewed and approved by the Community Development Director (or designee), prior to mailing or posting and shall indicate the dates and duration of construction or grading activities, as well as provide a contact name and a telephone number where residents and business owners can inquire about the construction or grading process and register complaints.
  - c. The General Contractor shall provide evidence that a construction staff member would be designated as a Noise Disturbance Coordinator and would be present on-site during construction or grading activities. The Noise Disturbance Coordinator shall be responsible for responding to any local complaints about construction or grading noise. When a complaint is received, the Noise Disturbance Coordinator shall notify the Community Development Department, Planning Division, within 24-hours of the complaint and determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the Community Development Director (or designee). All notices that are sent to residential units and business owners immediately surrounding the project site and all signs posted at the project site shall include the contact name and telephone number for the Noise Disturbance Coordinator.

- d. The applicant shall demonstrate to the satisfaction of the Community Development Director (or designee) that construction and grading noise reduction methods shall be used where feasible. These reduction methods include shutting-off idling equipment, installing temporary acoustic barriers around stationary construction and grading noise sources, maximizing the distance between construction and grading staging areas and occupied residential and commercial areas, and electric air compressors and similar power tools.
  - e. Construction and excavation/grading off-haul truck routes shall be designed to avoid noise sensitive uses (e.g., residences, assisted senior living facilities, hospitals, etc.) to the greatest extent feasible.
  - f. During construction and grading, stationary equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
27. All communal refuse and recycling facilities shall be fully-screened from public view. The applicant shall obtain and submit a letter from Marin Sanitary Service approving the location and sizing of these facilities with the building permit plans.
28. The project sponsor shall inform the contractor, general contractor or site supervisor of these requirements and shall be responsible for informing subcontractors of these requirements and for implementing these measures on the site.
29. Any outstanding Planning Division application processing fees shall be paid prior to grading or building permit issuance.
30. All mechanical equipment (i.e., air conditioning units, meters and transformers) and appurtenances not entirely enclosed within the building shall be fully-screened from public view. The method used to accomplish the screening shall be indicated on the building plans and approved by the Planning Division.
31. An acoustical test report of all sound-rated windows and doors, by a qualified (licensed) acoustical consultant, shall be submitted to Planning, ensuring that the selected windows and doors would reduce the interior noise levels to normally acceptable levels adopted by the City (i.e., 40 dBA in bedrooms and 45 dBA in all other rooms).
32. A Construction Management Plan (CMP) shall be prepared and submitted to the Community Development Department, Planning Division, for review and approval. The CMP shall include
- a. Projected schedule of work,
  - b. Projected daily construction truck trips,
  - c. Proposed construction truck route, location of material staging areas,
  - d. Location of construction trailers, location of construction worker parking,
  - e. Designated contact information for contractor and property owner to be posted on site in case of noise or other construction-related activities.
  - f. Statement that the project shall conform to the City's Noise Ordinance (Chapter 8.13 of the San Rafael Municipal Code),
  - g. Statement that no construction truck traffic shall encroach into any of the surrounding residential neighborhood streets at any time, and
  - h. Statement that the existing roadway conditions on Third St., Tamalpais Ave. and Lincoln Ave. shall be memorialized on digital recording format prior to the start of

- construction and that the project sponsor shall be required to repair any roadway damage created by the additional construction truck traffic.
- i. In the event that the CMP is conflicting with any conditions imposed by the grading permit for the project, the more restrictive language or conditions shall prevail.
33. The project shall mitigate potential air quality impacts associated with construction and grading activities by preparing and submitting a Dust Control Plan to the City of San Rafael Community Development Department for review and approval. This Dust Control Plan shall implement BAAQMD (Bay Area Air Quality Management District) established standard measures (*Basic Construction Mitigation Measures*) for reducing fugitive dust emissions, including but not limited to:
- All exposed surfaces (e.g., parking areas, staging areas soil piles, graded areas and unpaved access roads) shall be watered two times per day.
  - All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
  - All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
  - All vehicle speeds on unpaved roads shall be limited to 15 mph.
  - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.
  - Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
  - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure; Title 13, Section 2485 of California Code of Regulations (CCR)). Clear signage shall be provided for grading and construction workers at all access points.
  - All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
34. The Project sponsor shall inform the contractor, general contractor or site supervisor of these requirements and shall be responsible for informing subcontractors of these requirements and for implementing these measures on the site.
35. A dust control / noise control coordinator shall be designated for the Project.
- a. A publicly visible sign shall be posted on the site with the telephone number and the name of person regarding dust or construction complaints. This person shall be the applicant or on the contractor team and shall have the authority to take corrective action. The coordinator shall respond to any complaints and take corrective action within 48 hours of receipt. The BAAQMD phone number and City of San Rafael phone numbers shall also be visible to ensure compliance with applicable regulations.
  - b. Prior to issuance of the building permit, the form, design and content of the sign shall be reviewed and approved by the Planning Division.
36. The project shall comply with the City's inclusionary or affordable housing requirement (currently Section 14.16.030 of the SRMC) plus the additional affordable housing required

by the City to grant the applicant's request for both a height bonus and a density bonus beyond provisions provided by the State Density Bonus law:

- a. The project is required to provide nine (9) below-market-rate or BMR units composed of five (5) BMR units at the very low-income household level and four (4) BMR units at the low-income household level) to comply with the City's inclusionary or affordable housing requirement; plus
- b. As offered by the applicant, the project shall provide an additional three (3) BMR 'studio' units at the moderate-income household level for a period ten (10) years.
- c. The project sponsor is required to enter into a BMR (below-market-rate) agreement with Marin Housing Authority, deed-restricting the income level for occupancy of the affordable units and obtain City Council approval of the BMR agreements. The configuration of the BMR units shall reflect the generally configuration of the total units approved by the project, except for the three (3) BMR units at the moderate-income household level which will be 'studio' units. These BMR units shall be spread out evenly throughout the floors of the new building. The specific location of these BMR units may 'float' though they shall not be 'bunched' together. These BMR units shall be comparable in size, finishes and unit mixture to the market rate units.

#### Department of Public Works

37. A grading permit is required for the project from the Department of Public Works (111 Morphew St.). The grading permit submittal shall include a site-specific erosion and sediment control plan
38. The project sponsor shall obtain an encroachment permit for any work within the Right-of-Way (ROW) from the Department of Public Works. Access to the adjacent properties shall be maintained throughout construction unless alternative arrangements are made.
39. All exterior doors shall not swing into the public Right-of-Way (ROW), pursuant to CBC 3202.2).
40. Given the scope of the project and available staff time, third party inspection may be required on behalf of the City. If determined necessary by the Department of Public Works, a deposit may be required to fund inspection activity, including but not limited to grading, traffic, drainage, and access.
41. Frontage improvements shall include new sidewalk, curb and gutter. Any reduction in the frontage improvements shall be determined by the Department of Public Works at the time of issuance of a building permit, or as approved based on field observations during construction. Repaving extents of the adjacent roadways shall be determined at the time of encroachment permit application. For moratorium streets full width resurfacing shall be required.

A conduit shall be provided along the frontage, to serve future City communication system upgrades, such as signal interconnection.

42. This site is located within Special Flood Hazard Area Zone AH with a Base Flood Elevation (BFE) of 11.0 feet. Improvements shall meet FEMA's flood damage resistant materials guidelines as provided in Technical Bulletin 2. The areas located below the base flood elevation shall be designed to resist hydrodynamic forces and include protection for

mechanical and electrical systems as required in Technical Bulletin 7. More information is available on FEMA's website, with Technical Bulletins listed at: <https://www.fema.gov/media-library/collections/4>.

43. This project includes more than 5,000 square feet of total impervious area replacement and creation and is a regulated project. Applicant shall provide a stormwater control plan in compliance with MCSTOPPP requirements. This is a short-written document to accompany the plan set. A stormwater facilities maintenance agreement is also required. More information is available from MCSTOPPP, hosted on the Marin County Website. See tools and guidance, and post construction requirements at: <http://www.marincounty.org/depts/pw/divisions/mcstoppp/development/new-and-redevelopment-projects>.
44. Prior to building permit issuance, additional information on the maintenance of the proposed stormwater bioretention treatment facilities as well as a stormwater facility maintenance agreement shall be required.
45. A construction vehicle impact fee shall be required at the time of building permit issuance; which is calculated at 1% of the valuation, with the first \$10,000 of valuation exempt.
46. The project shall pay traffic mitigation fees (currently \$250,514, based on 59 net new peak hour (33 a.m. and 26 p.m.) traffic trips (59 x \$4,246), to be determined at the time of building permit issuance. The final fee shall include a reduction based on the number of peak hour trips resulting from the 12 affordable or BMR units required by the project. Additional traffic control enhancements may be required in and around the project site, as discussed in the revised traffic study (Fehr and Peers, dated January 14, 2019) for the project.

San Rafael Sanitation District (SRSD)

47. Prior to building permit issuance, sewer connection fees are required for the proposed new residential units (currently \$1,159,152.00, based on 120 units at \$9,659.60 per unit).
48. New sewer connection fees are required for the commercial space as well, if plumbing fixtures are proposed. These fees have not been calculated by SRSD.
49. Credit for existing plumbing fixtures has not been calculated. To receive credit for these fixtures in the existing buildings proposed for demolition, the project sponsor shall submit plans to SRSD that include a full inventory of the existing facilities accompanied by photos.
50. Applicant shall provide calculations to SRSD on the potential wastewater flow that will be generated daily from the proposed 120 residential units and any commercial space.
51. Reference Civil Drawing Sh. C.5:
  - a. A backflow prevention device is required for the project.
  - b. The sewer lateral shall be connected to the sewer mainline using a wye connection and shear band couplings.
  - c. Drainage to the trench drains shall be limited to the water flow from within the enclosed garage area. No stormwater runoff from the sidewalk or any area outside the garage shall drain to the trench drains that connect to the sanitary sewer system.

Community Development Department, Building Division

52. School fees will be required for the project to be paid to the School district, prior to issuance of a building permit. Calculations for the fee are done by San Rafael City Schools, and those fees (currently computed at \$3.79 per square foot of new living area and \$0.61 per square foot of new non-living building area) are paid directly to them (currently 310 Nova Albion Way, San Rafael, CA 94903). Proof of payment shall be submitted to the Building Division prior to issuance of the building permit.
53. Prior to any use or occupancy of this building or structure or any portion thereof a "Certificate of Occupancy" must be issued by the Chief Building Official pursuant to California Building Code Section 111.1. Failure to secure a "Certificate of Occupancy" is a violation and will result in a \$500 citation per day that the violation continues.
54. The design and construction of all site alterations shall comply with the current editions of the California Building Code (CBC), Plumbing Code, Electrical Code, California Mechanical Code, California Fire Code, California Energy Code, Title 24 California Energy Efficiency Standards, California Green Building Standards Code and City of San Rafael Ordinances and Amendments.
55. A building permit is required for the proposed work. Applications shall be accompanied by four (4) complete sets of construction drawings to include:
- a) Architectural plans
  - b) Structural plans
  - c) Electrical plans
  - d) Plumbing plans
  - e) Mechanical plans
  - f) Site/civil plans (clearly identifying grade plan and height of the building)
  - g) Structural Calculations
  - h) Truss Calculations
  - i) Soils reports
  - j) Green Building documentation
  - k) Title-24 energy documentation
56. Based on the distance to the property line (and/or adjacent buildings on the same parcel), the building elements shall have a fire resistive rating not less than that specified in CBC Table 601 and exterior walls shall have a fire resistive rating not less than that specified in CBC Table 602.
57. Cornices, eaves overhangs, exterior balconies and similar projections extending beyond the floor area shall conform to the requirements of CBC 705.2. Projections shall not extend beyond the distance determined by the following two methods, whichever results in the lesser projection:
- a) A point one-third the distance from the exterior face of the wall to the lot line where protected openings or a combination of protected openings and unprotected openings are required in the exterior wall.
  - b) A point one-half the distance from the exterior face of the wall to the lot line where all openings in the exterior wall are permitted to be unprotected or the building is equipped throughout with an automatic sprinkler system.
  - c) More than 12 inches into areas where openings are prohibited.

58. The occupancy classification, construction type and square footage of the new building shall be specified on the plans in addition to justification calculations for the allowable area of each building. Site/civil plans prepared by a California licensed surveyor or engineer clearly showing topography, identifying grade plane and height of the building.
59. The new buildings contain several different occupancy types. Individual occupancies are categorized with different levels of hazard and may need to be separated from other occupancy types for safety reasons. Under mixed-occupancy conditions the project architect has available several design methodologies (accessory occupancies, non-separated occupancies, and separated occupancies) to address the mixed-occupancy concerns.
60. Buildings located four (4) or more stories above grade plane shall provide one stairwell extending to the roof, unless the roof slope exceeds an angle of 4 vertical to 12 horizontal (CBC 1009.13).
61. The maximum area of unprotected and protected openings permitted in the exterior wall in any story of a building shall not exceed the percentages specified in CBC Table 705.8 "Maximum Area of Exterior Wall Openings Based on Fire Separation Distance and Degree of Opening Protection." To calculate the maximum area of exterior wall openings applicant must provide the building setback distance from the property lines and then justify the percentage of proposed wall openings and include whether the opening is unprotected or protected:
- 15% exterior wall openings (in any story) in sprinklered buildings where the openings are 3' to less than 5' from the property line or buildings on the same property.
  - 25% exterior wall openings (in any story) in sprinklered buildings where the openings are 5' to less than 10' from the property line or buildings on the same property.
  - 45% exterior wall openings (in any story) in sprinklered buildings where the openings are 10' to less than 15' from the property line or buildings on the same property
62. The new building shall have address identification placed in a position that is plainly legible and visible from the street or road fronting the property. Numbers painted on the curb do not satisfy this requirement. For new buildings, the address shall be internally-illuminated or externally-illuminated and remain illuminated at all hours of darkness. Numbers shall be a minimum 6 inches in height with ½ inch stroke for commercial applications. The address shall be contrasting in color to its background (SRMC section 12.12.20).
63. Bollards must be placed in the garage to protect mechanical equipment from vehicular damage when located in the path of a vehicle (if applicable).
64. Any demolition of existing structures shall require a permit. Demolition permit submittal shall include three (3) copies of the site plan, asbestos certification and PG&E disconnect notice. All required permits from the Bay Area Air Quality Management District shall be obtained and documentation provided prior to building permit issuance and any work commencing.
65. A grading permit is required for any grading or site remediation, soils export, import and placement. Applicant shall provide a detailed soils report prepared by a qualified engineer to address these procedures. In particular, the report should address the import and placement and compaction of soils at future building pad locations and should be based on an assumed foundation design. This information should be provided to Building Division

and Department of Public Works for review and comments prior to any such activities taking place.

66. Prior to building permit issuance for the construction of the new building, geotechnical and civil pad certifications are to be submitted. Building pad locations will have to be surveyed and marked prior to placement of foundations.
67. In the parking garage, mechanical ventilation will be required to be capable of exhausting a minimum of .75 cubic feet per minute per square foot of gross floor area pursuant to CMC Table 4-4.
68. In the parking garage, in areas where motor vehicles are stored, floor surfaces shall be of noncombustible, nonabsorbent materials. Floors shall drain to an approved oil separator or trap discharging to sewers in accordance with the Plumbing Code and SWIPP.
69. The parking garage ceiling height shall have a minimum vertical clearance of 8' 2" where required for accessible parking.
70. Any public area within the new building shall be provided with sanitary facilities per California Plumbing Code Sec 412 and Table 4-1 (including provisions for persons with disabilities). Separate facilities may be required for each sex depending on use.
71. In accordance with California Plumbing Code section 422, in business and mercantile with a total occupant load of 50 or less including customers and employees, one toilet facility designed for use by no more than one person at a time, shall be permitted for use by both sexes.
72. In mercantile and business occupancies, toilet facility requirements for customers and employees shall be permitted to be met with a single set of restrooms accessible to both groups. The required number of fixtures shall be the greater of the required number for employees or the required number for customers. Fixtures for customer use shall be permitted to be met by providing a centrally located toilet facility within a maximum distance not to exceed 500 feet. In stores with a floor area of 150 square feet or less the requirement to provide facilities for employees shall be permitted to be met by providing a centrally located toilet facility within a maximum distance not to exceed 300 feet.
73. Minimum elevator car size (interior dimension) shall be 60" wide by 30" deep with an entrance opening of at least 60" or a car size of 42" wide by 48" deep with an entrance opening of 36" or a car size of 60" wide by 36" deep with an entrance opening of at least 36".
74. All buildings with four (4) or more floors and one or more elevators shall provide not less than one medical emergency service elevator. The medical emergency service elevator shall accommodate the loading and transport of an ambulance gurney or stretcher. The elevator car size shall have a minimum clear distance between walls and door excluding return panels of not less than 80" x 54" and a minimum distance from wall to return panel not less than 51" with a 42" side slide door.
75. In the service areas, mechanical ventilation will be required capable of exhausting a minimum of 1.5 cubic feet per minute per square foot of gross floor area. Connecting



offices, waiting rooms, restrooms, and retail areas shall be supplied with conditioned air under positive pressure.

76. The project shall be designed to provide access to the physically disabled in accordance with requirements of Title-24, California Code of Regulation. For existing buildings and facilities when alterations, structural repairs or additions are made, accessibility improvements for persons with disabilities may be required. Improvements shall be made to, but are not limited to, the following accessible features:

- a) Path of travel from public transportation point of arrival
- b) Routes of travel between buildings
- c) Accessible parking
- d) Ramps
- e) All public entrances
- f) Sanitary facilities (restrooms)
- g) Drinking fountains & Public telephones (when provided)
- h) Accessible features per specific occupancy requirements
- i) Accessible special features, (i.e., ATM's point of sale machines, etc.)

77. The site development of items such as common sidewalks, parking areas, stairs, ramps, common facilities, etc. are subject to compliance with the accessibility standards contained in Title-24, California Code of Regulations. Pedestrian access provisions should provide a minimum 48" wide unobstructed paved surface to and along all accessible routes. Items such as signs, meter pedestals, light standards, trash receptacles, etc., shall not encroach on this 4' minimum width. Also, note that sidewalk slopes and side slopes shall not exceed published minimums per California Title 24, Part 2. The civil, grading and landscape plans shall address these requirements to the extent possible.

78. The parking garages shall have a minimum vertical clearance of 8' 2" ceiling height where required for accessible parking.

79. Multistory apartment buildings with three (3) or more residential units or condominium buildings with four (4) or more residential units shall provide at least 10% of the dwelling units, but no less than one (1) dwelling unit, which comply with the accessible requirements per CBC 1102A.3, as follows:

- a) The primary entry to the dwelling unit shall be on an accessible route unless exempted by site impracticality tests in CBC Section 1150A.
- b) At least one powder room or bathroom shall be located on the primary entry level, served by an accessible route.
- c) All rooms or spaces located on the primary entry level shall be served by an accessible route. Rooms and spaces located on the primary entry level and subject to this chapter may include but are not limited to kitchens, powder rooms, bathrooms, living rooms, bedrooms or hallways.

80. Minimum shower size in the fully accessible room must be a minimum of 60" wide by 30".

81. Multifamily dwelling and apartment accessible parking spaces shall be provided at a minimum rate of 2 percent of the covered multifamily dwelling units. At least one space of each type of parking facility shall be made accessible even if the total number exceeds 2%.

82. When parking is provided for multifamily dwellings and is not assigned to a resident or a group of residents, at least 5% of the parking spaces shall be accessible and provide access to grade-level entrances of multifamily dwellings and facilities (e.g. swimming pools, club houses, recreation areas and laundry rooms) that serve the dwellings. Accessible parking spaces shall be located on the shortest accessible route to an accessible building, or dwelling unit entrance.
83. Public accommodation disabled parking spaces must be provided according the following table and must be uniformly distributed throughout the site:

Total Number of Parking Spaces Provided	Minimum Required Number of H/C Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	Two percent of total
1,001 and over	Twenty, plus one for each 100 or fraction thereof over 1,001

84. At least one (1) disabled parking space shall be van-accessible, 9' in width plus an 8'-wide off- load area or 17'-wide overall. Additionally, one in every eight required handicap spaces shall be van accessible.
85. The proposed residential units shall meet the sound attenuation requirements of CBC Chapter 12, specifically the residential units facing Third St., Tamalpais Ave. and Lincoln Ave. may require special glazing and/or sound attenuation features to compensate for the adjacent traffic/street noise.
86. This project is subject to the City of San Rafael Green Building Ordinance. A sliding scale is applied based on the average unit square footage. New multi-family dwellings must comply with the "Green Building Rating System" by showing a minimum compliance threshold between 65 and 75 points. Additionally, the energy budget must also be below Title 24 Energy Efficiency Standards a minimum 15%.

San Rafael Fire Department, Fire Prevention Bureau

87. The design and construction of all site alterations shall comply with the current editions of the California Fire Code (CFC) and City of San Rafael Ordinances and Amendments.
88. Deferred Submittals for the following fire protection systems shall be submitted to the Fire Prevention Bureau for approval and permitting prior to installation of the systems:
- a) Fire Sprinkler plans (Deferred Submittal to the Fire Prevention Bureau)

- b) Fire Standpipe plans (Deferred Submittal to the Fire Prevention Bureau)
  - c) Private Fire Service Main plans (Deferred Submittal to the Fire Prevention Bureau)
  - d) Fire Alarm plans (Deferred Submittal to the Fire Prevention Bureau)
89. Applicant shall show the location of address numbers on the building elevation. The new building shall have address identification placed in a position that is plainly legible and visible from the street or road fronting the property. Please refer to Fire Prevention Bureau Premises Identification Standards 09-1001, Table 1.
90. As the building is over 30 feet in height, an aerial fire apparatus access roadway is required parallel to one entire side of the building.
- a) The Aerial apparatus access roadway shall be located within a minimum 15 feet and a maximum of 30 feet from the building.
  - b) The minimum unobstructed width for an aerial fire apparatus access road is 26'.
  - c) Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway, or between the roadway and the building.
91. Aerial fire apparatus access roads shall be designated "fire lanes"; with curbs painted red and contrasting white lettering stating "No Parking Fire Lane" and signs shall be posted in accordance CFC Section 503.3.
92. When a building is fully sprinklered, all portions of the exterior building perimeter shall be located within 250' of an approved fire apparatus access road.
93. The applicant will need to demonstrate if the fire flow requirements of Appendix B, table B105.1 of the CFC are being met by the surrounding hydrants. The required hydrants shall be within 400 feet of all exterior points of the new building.
94. Provide stairways for fire department roof access pursuant to CFC 504.3.
95. At least one (1) elevator in the new building shall be designated as an accessible means of egress and will require emergency power. Please show the locations of the emergency generators. Separate permits will be required to be issued for any above ground fuel storage tanks pursuant to CBC 1009.2.1.
96. Each building shall provide a least one (1) elevator that will accommodate an ambulance stretcher pursuant to CBC 3002.4.
97. Hazardous materials placards shall be installed in accordance with NFPA 704.
98. A fire apparatus access plan shall be prepared for this project. Fire apparatus plan shall show the location of the following:
- a) Designated fire apparatus access roads.
  - b) Red curbs and no parking fire lane signs.
  - c) Onsite fire hydrants.
  - d) Fire Department Connection (FDC).
  - e) Double detector check valve.
  - f) Street address sign.
  - g) Recessed Knox Box
  - h) Fire Alarm annunciator panel.

- i) Applicant shall provide a note on the plans as follows: "The designated fire apparatus access roads and fire hydrant shall be installed and approved by the Fire Prevention Bureau prior to construction of the building".
99. A Knox Box is required at the primary point of first response to the new building. A recessed mounted Knox Box # 3275 Series is required for this project; the Knox Box shall be clearly visible upon approach to the main entrance from the fire lane. Note the Knox Box must be installed from 72" to 78" above finish grade; show the location on the plans.
100. The mechanical parking system shall comply with the following requirements:
- a) The automatic fire sprinkler system shall be designed with the appropriate coverage density.
  - b) The mechanical parking system shall allow for fire department access.
  - c) The mechanical parking system shall allow for appropriate heat and smoke removal.
  - d) The mechanical parking system shall provide Fire Department with a manual shutoff and operation device (similar to elevator recall).
101. Mechanical, electrical and fire sprinkler riser rooms shall be identified pursuant to CFC Section 509 (4-inch lettering, ½-inch stroke in a color that contrasts to background).
102. The Marin Municipal Water District (MMWD) shall be contacted to demonstrate and confirm that MMWD can provide adequate water supply service for the required fire protection system.

### ***During Construction***

#### Community Development Department, Planning Division

103. Applicant/contractor shall comply with all conditions of approval related to Construction Management Plan, and other conditions related to construction impacts.
104. The following measures shall be implemented during the demolition process:
- a. Watering shall be used to control dust generation during demolition of structures and breakup of pavement.
  - b. All trucks hauling debris from the site shall be covered
  - c. Dust-proof chutes shall be used to load debris into trucks whenever feasible.
  - d. A dust control coordinator shall be designated for the project. The name, address and telephone number of the dust coordinator shall be prominently posted on-site and shall be kept on file at the Planning Division. The coordinator shall respond regarding dust complaints promptly (within 24 hours) and shall have the authority to take corrective action.

#### Marin Municipal Water District (MMWD)

105. District records indicate that the property's current annual water entitlement is insufficient to meet the water demand for the project and the purchase of additional water entitlement will be required. Additional water entitlement will be available upon request and fulfillment of the following requirements:
- a) Complete a High-Pressure Water Service Application.
  - b) Submit a copy of the building permit.
  - c) Pay the appropriate fees and charges.

- d) Comply with the District's rules and regulations in effect at the time service is requested, including the installation of a meter per structure per use.
- e) Comply with all indoor and outdoor requirements of District Code Title 13 – Water Conservation. Indoor plumbing fixtures shall meet specific efficiency requirements. Landscape, irrigation, grading and fixture plans shall be submitted to the District for review and approval. Any questions regarding District Code Title 13 – Water Conservation should be directed to the District's Water Conservation Department at (415) 945-1497. You may also find information on the District's water conservation requirements online at [www.marinwater.org](http://www.marinwater.org).
- f) Comply with the backflow prevention requirements, if upon the District's review backflow protection is warranted, including installation, testing and maintenance. Questions regarding backflow requirements should be directed to the Backflow Prevention Program Coordinator at (415) 945-1558.
- g) Use of recycled water is required, where available, for all approved uses, including irrigation and the flushing of toilets and urinals. Questions regarding the use of recycled water should be directed to Dewey Sorensen at (415) 945-1558.
- h) Installation of gray water recycling systems is required when practicable.

Pacific Gas & Electric

106. Electric and gas service to the project site will be provided in accordance with the applicable extension rules, which are available on PG&E's website at <http://www.pge.com/myhome/customerservice/other/newconstruction> or contact (800) PGE-5000. It is highly recommended that PG&E be contacted as soon as possible so that there is adequate time to engineer all required improvements and to schedule any site work.
107. The cost of relocating any existing PG&E facilities or conversion of existing overhead facilities to underground shall be the sole responsibility of the applicant or property owner.
108. Prior to the start excavation or construction, the general contractor shall call Underground Service Alert (USA) at (800) 227-2600 to have the location of any existing underground facilities marked in the field.

***Prior to Occupancy***

Community Development Department, Planning Division

109. Prior to occupancy of any of the units, a post-construction report from an acoustical engineer shall be submitted to the Planning Division verifying that the multifamily residential units comply with the interior noise standard as prescribed by State Administrative Code standards, Title 25, Part 2.
110. Prior to occupancy of any of the units, a post-construction report from a lighting engineer shall be submitted to the Planning Division verifying that the lighting levels of the project comply with the City's recommended lighting levels (see SRMC Section 14.16.227).
111. Prior to occupancy, the project Geotechnical Engineer shall submit a letter to the City identifying that the project Geotechnical Engineer inspected the project during the construction and the project complies with their recommendations and that all recommendations were properly incorporated during construction of the project
112. Final inspection of the project by the Community Development Department, Planning Division, is required. The applicant shall contact the Planning Division to request a final

inspection upon completion of the project. The final inspection shall require a minimum advanced notice of 48-hours.

113. The landscape architect for the project shall submit a letter to the Planning Division, confirming the landscaping has been installed in compliance with the approved project plans and the irrigation is fully functioning.

***After Occupancy***

Community Development Department, Planning Division

114. Following the issuance of a Certificate of Occupancy, all new exterior lighting shall be subject to a 90-day lighting level review period by the City to ensure that all lighting sources provide safety for the building occupants while not creating a glare or hazard on adjacent streets or be annoying to adjacent residents. During this lighting review period, the City may require adjustments in the direction or intensity of the lighting, if necessary. All exterior lighting shall include a master photoelectric cell with an automatic timer system, where the intensity of illumination shall be turned off during daylight.

**Lot Line Consolidation (LLA18-001)  
Conditions of Approval**

***Prior to Issuance of Grading/Building Permits***

Community Development Department, Planning Division

1. The applicant shall submit five (5) copies of the plat map showing the existing and proposed lot lines, the location of any existing structures, easements, prominent trees and access to all public streets, and a copy of Grant Deed, prepared for the lot line consolidation, for review by the City Engineer and approval, prior to recordation with the County of Marin Recorder's Office.

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on the 7<sup>th</sup> day of October 2019, by the following vote to wit:

**AYES: COUNCILMEMBERS:**

**NOES: COUNCILMEMBERS:**

**ABSENT: COUNCILMEMBERS:**

\_\_\_\_\_  
LINDSAY LARA, City Clerk



August 26, 2019

San Rafael Planning Commission  
1400 Fifth Avenue  
San Rafael, CA 94901

**BOARD OF DIRECTORS**  
William Carney, President  
Bob Spofford, Vice President  
Jerry Belletto, Secretary  
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Jesse Madsen  
Samantha Mericle  
Sue Spofford  
Stewart Siegel

415.457.7656

166 Greenwood Avenue  
San Rafael, CA 94901

**Re: 303 Third Street (Seagate)**

Dear Planning Commissioners,  
Sustainable San Rafael continues to believe that this development could make a significant contribution to affordable, transit-supported housing in the city, especially for community-service workers and older residents, as well as to the visual character of our downtown 'gateway'.

In addition to the 9 affordable units currently allocated to 'low' and 'very low' income households, we continue to urge the developer and the City to work together to find a way to secure additional affordable units for 'moderate' income households, representing at least 20% of the 59 discretionary units being requested in excess of City/State density ceilings. The developer's offer of three such units for a 10-year period is a welcome first step in the right direction.

Our initial suggestion is that the project approval be conditioned on the developer's agreement to keep those three units affordable beyond the 10-year period, if at that time the City chooses to fund the difference between moderate-income and market-rate rents. This would allow the City to secure continued affordability on a unit-by-unit basis, using funds from its commercial workforce housing ('in-lieu') fees or other future sources that may become available.

Similarly, we would suggest that for an additional twelve units, the City retain the option to pay the rent differential needed to secure a unit's affordability (at whatever level the City deems appropriate), whenever a unit is available for rent. That aggregate total of 24 units would represent 20% of the entire development, achieving the City's public purpose without additional burden on the feasibility of the project.

We believe that the small size and interior orientation of many of the units mean that they likely will rent near the 'moderate' level in any case. They will be 'affordable by design' regardless of their designation.

We continue to suggest simplifying the building's corner elements and guard wall treatments; specifying large-scale vertical street trees in ample planting strips; unbundling parking for rents; providing all-electric appliances and HVAC, supplied with 100% renewal energy; encouraging green cart use; accommodating electric vehicle charging with 120-V outlets at all parking stalls in the mechanized system, as well as sufficient level-2 charging stations; and providing bike storage.

Overall, we believe that the proposed building could be of great benefit to the environment, economy and equity of our community. We appreciate your careful consideration of our suggestions.

Sincerely,  
Linda Jackson, SSR Housing Task Force



VIEW AT MAIN BUILDING ENTRY



VICINITY MAP

**PROJECT DESCRIPTION**

The building design of 703 Third Street takes cues from traditional urban buildings which might have been found in downtown many years ago and overlays a modern character based in historic design principles. The building is designed to make a gateway statement while also allowing for an elegant, well-proportioned background building, setting the tone of restraint for other new interventions into the downtown in the future. The building's central site necessitates quality materials and timeless architectural style, designed without a "back" anticipating that it will be viewed from all directions around downtown San Rafael.

The project site is .63 acres, combining a total of 4 parcels, bounded on the North by Third Street, West by Tamalpais, East by Lincoln Avenue and to the South by Marin Color Paint Service property which fronts Second Street. The development proposal includes 120 apartments including studios, one and two bedroom apartments. There will be nine BMR units; five very low and four low income homes. There will be 121 parking spaces including tandem 3-level stackers, 2 loading/drop-off spaces, 3 accessible spaces, 4 spaces prepared for electric vehicles charging, two visitor spaces and one car share space within the garage. The ground floor also includes a retail space fronting on Tamalpais of approximately 970 s.f. as well as a bike lounge which is being looked into as potentially being open to the public, and a lobby and management space for leasing, mail and meetings. If found that it is no longer needed, the management office space fronting Lincoln Avenue, would be considered for getting converted into a retail space. The building is 6 stories tall, including a concrete podium and 5 stories of wood frame residential construction above. The 6th floor is stepped back creating private roof decks and there is a large common roof deck above. In addition, the buildings is recessed and stepped back at various locations on all sides.

**PLANNING INFORMATION & ZONING SUMMARY**

PLANNING SUMMARY		
LOT AREA	27,367 SQ. FT.	
DISTRICT ZONE	2/3 MUE	
FAR (NON-RESIDENTIAL)	1.5	
PERMITTED NON-RESIDENTIAL AREA	41,051 SQ. FT.	
PROPOSED AREA	3,711 SQ. FT.	
LOT AREA PER DWELLING UNIT	600 SQ. FT.	
PROPOSED LOT AREA PER DWELLING UNIT	228 SQ. FT.	
MAXIMUM PERMITTED DU	45 (45.6 UNITS)	
WITH DENSITY BONUS	61 (45+16)	
PROPOSED DWELLING UNITS	120	
FRONT YARD SETBACK	5'	
PROPOSED FRONT YARD SETBACK	0' CONCESSION UNDER THE STATE DENSITY BONUS LAW	
SIDE/REAR YARD SETBACK	0'	
MAXIMUM LOT COVERAGE	NO LIMIT	
MINIMUM LANDSCAPING	10%	2,737 SQ. FT.
PROPOSED LANDSCAPING:		
GROUND LEVEL PLANTERS		147 SQ. FT.
2ND FLOOR COURTYARD & ROOF DECKS		4,528 SQ. FT.
3RD, 4TH & 5TH FLOOR BALCONIES		909 SQ. FT.
6TH FLOOR ROOF DECKS		1,654 SQ. FT.
ROOFTOP DECK		5,317 SQ. FT.
TOTAL PROPOSED LANDSCAPE	46%	12,555 SQ. FT.
MAXIMUM BUILDING HEIGHT	66' (54' +12' BONUS)	
PROPOSED BUILDING HEIGHT	73'	
REQUIRED PARKING		
REQUIRED RESIDENTS PARKING	82 .5/BEDROOM PER STATE MANDATE (163/2) = 81.5	
REQUIRED GUEST PARKING	NONE	
REQUIRED ACCESSIBLE PARKING	2 (INCL. 1 VAN) (PER CBC 1109A, 2% OF DEDICATED SPACES)	
TOTAL EV READY PARKING REQUIRED	2 (3% OF 82 PER CAL GREEN 4.106.4.2)	
TOTAL REQUIRED PARKING	86	
PROPOSED PARKING		
PROPOSED DEDICATED RESIDENT PARKING	109 (DEDICATED LIFT SPACES)	
PROPOSED LOADING SPACE	1 (TWO SPACES DEEP +/- 36')	
PROPOSED ACCESSIBLE PARKING	3 (INCLUDES 1 VAN ACCESSIBLE SPACE)	
PROPOSED EV READY PARKING	4 (1 GROUND SPACE & 3 LIFT SPACES)	
PROPOSED RIDE SHARE DROP OFF	1 (TWO SPACES DEEP +/- 36')	
PROPOSED CAR SHARE	1	
PROPOSED VISITOR PARKING SPACES	2	
TOTAL PROPOSED PARKING	121	
PARKING SPACE SIZE		
REGULAR	8'-6" x 18'-0"	
COMPACT	8'-0" x 16'-0" (MAXIMUM 30% OF TOTAL)	
PROPOSED SPACE SIZE	8'-6" x 18'-0" (FOR ALL LIFT SPACES)	
MINIMUM REQUIRED AISLE WIDTH	26'-0"	
PROPOSED MINIMUM AISLE WIDTH	26'-0"	
BIKE PARKING PER SECTION 14.18.090 (APPLIES TO NON-RESIDENTIAL PROJECTS ONLY)		
PROPOSED LONG TERM	24 (AT 1ST FLOOR BIKE LOUNGE)	
REQUIRED SHORT TERM	1 (5% OF COMMERCIAL PARKING)	
PROPOSED SHORT TERM	8 (BIKE RACKS AT STREET)	

PLANNING NOTES	
- PER 14.16.190, 12'-0" HEIGHT BONUS PERMITTED FOR AFFORDABLE HOUSING	
- PER 14.16.030, AFFORDABLE HOUSING REQUIRED: 45 UNITS PER RIGHT 9 BMR UNITS (20% OF 45 = 9)	
- AFFORDABLE HOUSING PROPOSED: 9 BMR UNITS (5 VERY LOW INCOME UNITS & 4 LOW INCOME UNITS)	
- PER STATE DENSITY BONUS: 5% VERY LOW INCOME = 35% BONUS = 16 (35% OF 45) 61 UNITS PERMITTED WITH STATE DENSITY BONUS (45+16 = 61)	
- PER 14.16.190, SUB-SECTION H(2) CITY MAY GRANT DENSITY BONUS EXCEEDING STATE MINIMUM & ADDITIONAL DENSITY SHALL BE CONSIDERED A CONCESSION	
- CONCESSIONS / INCENTIVES ALLOWED: 1. INCREASE IN DENSITY TO 120 TOTAL UNITS FOR ECONOMIC ACCOMMODATION/FEASIBILITY. 2. WAIVING OF 5' SETBACK REQUIRED ON 3RD STREET. 3. HEIGHT INCREASE TO 73' FROM 66'.	
- INCREASE IN DENSITY PROPOSED DUE TO: 1. DOWNTOWN STATION AREA PLAN RECOMMENDS 86 DU/ACRE WHICH IS HIGHER THAN PERMITTED DENSITY 2. FULL NON-RESIDENTIAL FAR IS NOT BEING FULLY UTILIZED 3. PROXIMITY TO TRANSIT 4. PUBLIC BENEFITS: • RETAIL AT 3RD ST. & TAMALPAIS AVE. INTERSECTION • SECURED BIKE PARKING AVAILABLE TO NON-RESIDENTS	
- DOWNTOWN STATION AREA PLAN RECOMMENDS 1 PARKING SPACE PER UNIT	
- PER CA GOV. CODE (TITLE 7, DIVISION 1, CHAPTER 4.3, SECTION 65915) 0.5 PARKING SPACES ARE REQUIRED PER BEDROOM WHEN WITHIN 1/2 MILE OF UNIMPEDED ACCESS TO MAJOR TRANSIT FACILITY TOTAL BEDROOMS PROPOSED: 163 MAXIMUM PARKING REQUIRED: 82 (163 x 0.5 = 81.5) TOTAL PARKING PROPOSED: 121 EXCESS PARKING PROPOSED: 39	

SHEET INDEX	
SHEET	SHEET NAME
A0.0	COVER SHEET
A0.1	VIEW AT THIRD STREET & LINCOLN AVENUE
A0.2	VIEW AT TAMALPAIS AVENUE & 3RD STREET
A0.3	VIEW AT TAMALPAIS AVENUE & 2ND STREET
A0.4	VIEW AT LINCOLN AVENUE & RITTER STREET/2ND STREET
A0.5	EXISTING CONDITIONS SITE VIEWS
A0.6	URBAN DESIGN DIAGRAM 1
A0.7	URBAN DESIGN DIAGRAM 2
C.1	EXISTING CONDITIONS PLAN
C.2	LOT CONSOLIDATION PLAN
C.3	PRELIMINARY IMPROVEMENT PLAN
C.4	PRELIMINARY GRADING & DRAINAGE PLAN
C.5	PRELIMINARY UTILITY DIAGRAM
C.6	PRELIMINARY STORM WATER TREATMENT PLAN
L-1	GROUND FLOOR LANDSCAPE PLAN
L-2	2ND FLOOR PODIUM LANDSCAPE PLAN
L-3	ROOF LANDSCAPE PLAN
A1.0	SITE PLAN
A2.0	1ST FLOOR PLAN
A3.0	2ND & 3RD FLOOR PLAN
A4.0	4TH & 5TH FLOOR PLAN
A5.0	6TH & ROOF PLAN
A6.0	TYPICAL UNIT LAYOUTS
A6.5	TYPICAL EXTERIOR DETAILS
A7.0	EXITING DIAGRAMS
A8.0	SOUTH SIDE OPENINGS PROTECTION DIAGRAM
A9.0	NORTH AND SOUTH ELEVATIONS
A10.0	EAST AND WEST ELEVATIONS
A11.0	BUILDING SECTIONS
A12.0	DETAIL SECTIONS
A12.1	DETAIL SECTIONS
A13.0	VIEWS BEFORE
A14.1	VIEW 1 - FROM LINCOLN AVENUE
A14.2	VIEW 2 - DOWN 3RD STREET FROM TRANSIT STATION
A14.3	VIEW 3 - FROM LINCOLN AVENUE LOOKING TOWARD 2ND STREET
A14.4	VIEW 4 - FROM 2ND STREET & LINCOLN AVENUE
A14.5	VIEW 5 - FROM 3RD STREET LOOKING EAST TOWARDS FREEWAY
A14.6	VIEW 6 - FROM ELEVATED HWY 101
A14.7	VIEW 7 - FROM THIRD STREET & TAMALPAIS AVENUE

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PLANNING

**PROJECT DIRECTORY**

**DEVELOPER:**  
703 THIRD STREET ASSOC. LLC  
980 FIFTH AVENUE  
SAN RAFAEL, CA 94901  
TEL: (415) 455-0300  
CONTACT: WILLIS K. POLITE, PRESIDENT  
EMAIL: WICK@SEAGATEPROP.COM

**ARCHITECT:**  
VAN METER WILLIAMS POLLACK  
333 BRYANT STREET, SUITE 300  
SAN FRANCISCO, CA 94107  
TEL: (415) 947-5352  
CONTACT: RICK WILLIAMS, PRINCIPAL  
EMAIL: RICK@VMWP.COM

**CIVIL ENGINEER:**  
OBERKAMPER & ASSOCIATES  
7200 REDWOOD BLVD., SUITE 308  
NOVATO, CA 94945  
TEL: (415) 897-2800  
CONTACT: LEE OBERKAMPER  
EMAIL: LEE@OBERKAMPER.COM

**LANDSCAPE ARCHITECT:**  
JETT LANDSCAPE ARCHITECTURE + DESIGN  
2 THEATRE SQUARE, SUITE 218  
ORINDA, CA 94563  
TEL: (925) 254-5422  
CONTACT: BRUCE JETT, PRINCIPAL  
EMAIL: BRUCEJ@JETT.LAND

A0.0





A0.1

# 703 3RD STREET | VIEW AT THIRD STREET & LINCOLN AVENUE

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK** LLP



A0.2

**703 3RD STREET | VIEW AT TAMALPAIS AVENUE & 3RD STREET**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



A0.3

**703 3RD STREET | VIEW AT TAMALPAIS AVENUE & 2ND STREET**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



A0.4

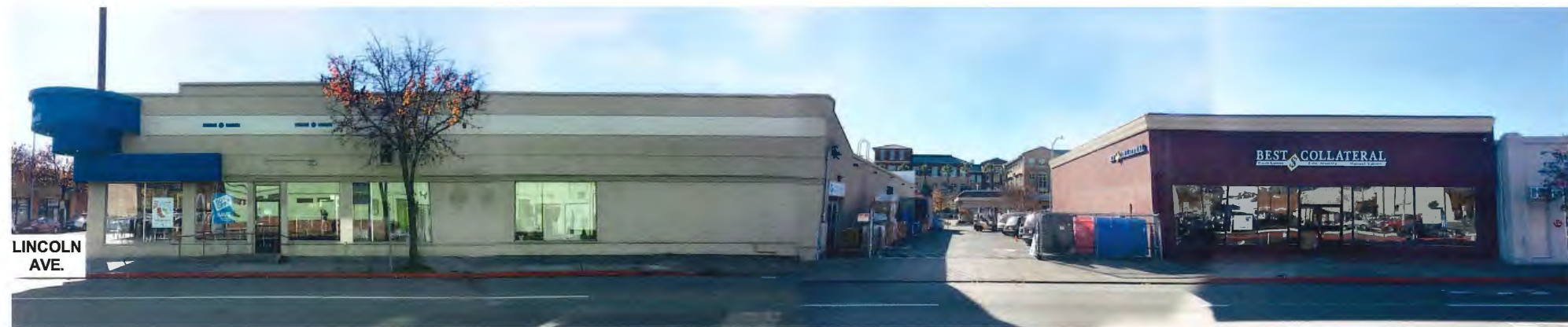
**703 3RD STREET | VIEW AT LINCOLN AVENUE & RITTER STREET/2ND STREET**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

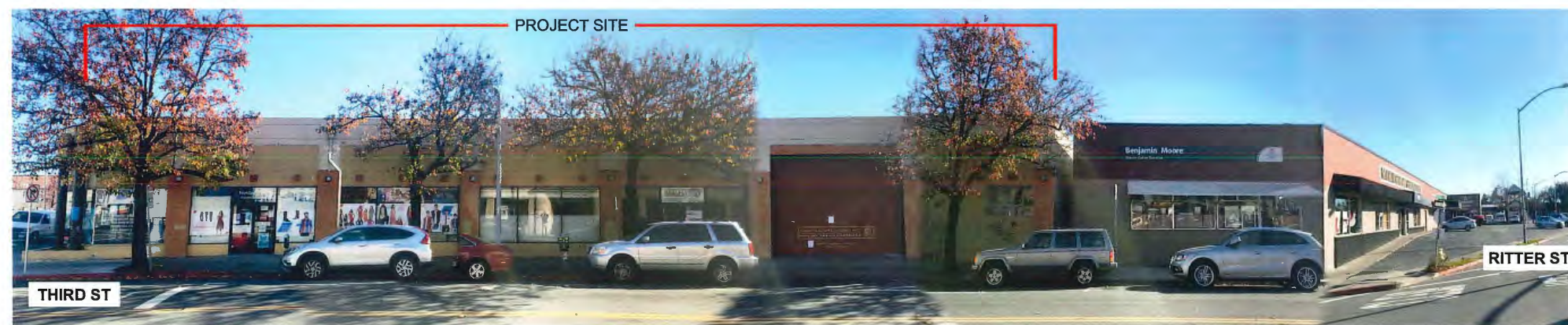
**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



1 VIEW FROM 3RD STREET – SOUTH FACING



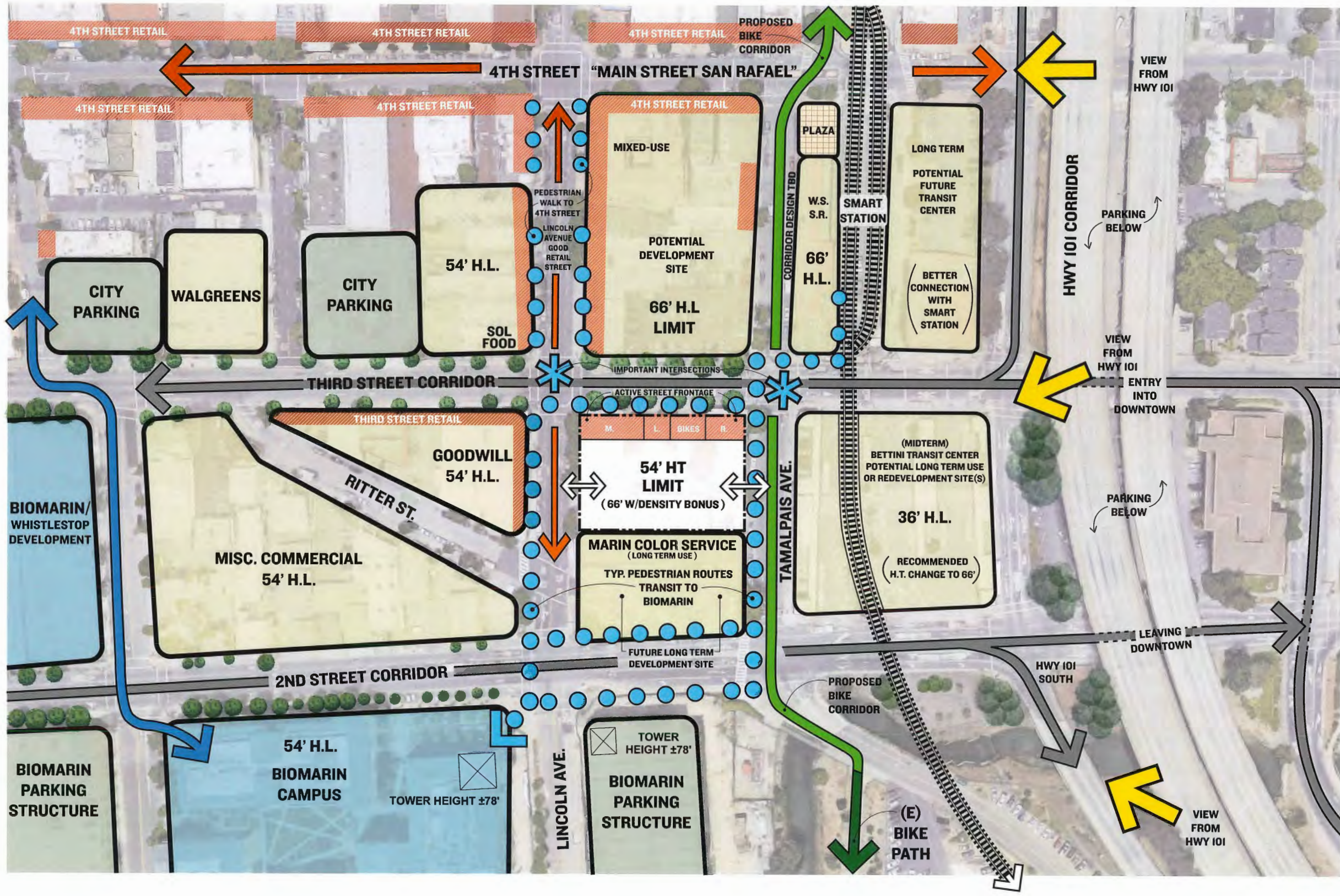
2 VIEW OF ADJACENT BLOCK OF 3RD STREET – SOUTH FACING



3 VIEW FROM LINCOLN AVENUE – EAST FACING



SITE PLAN

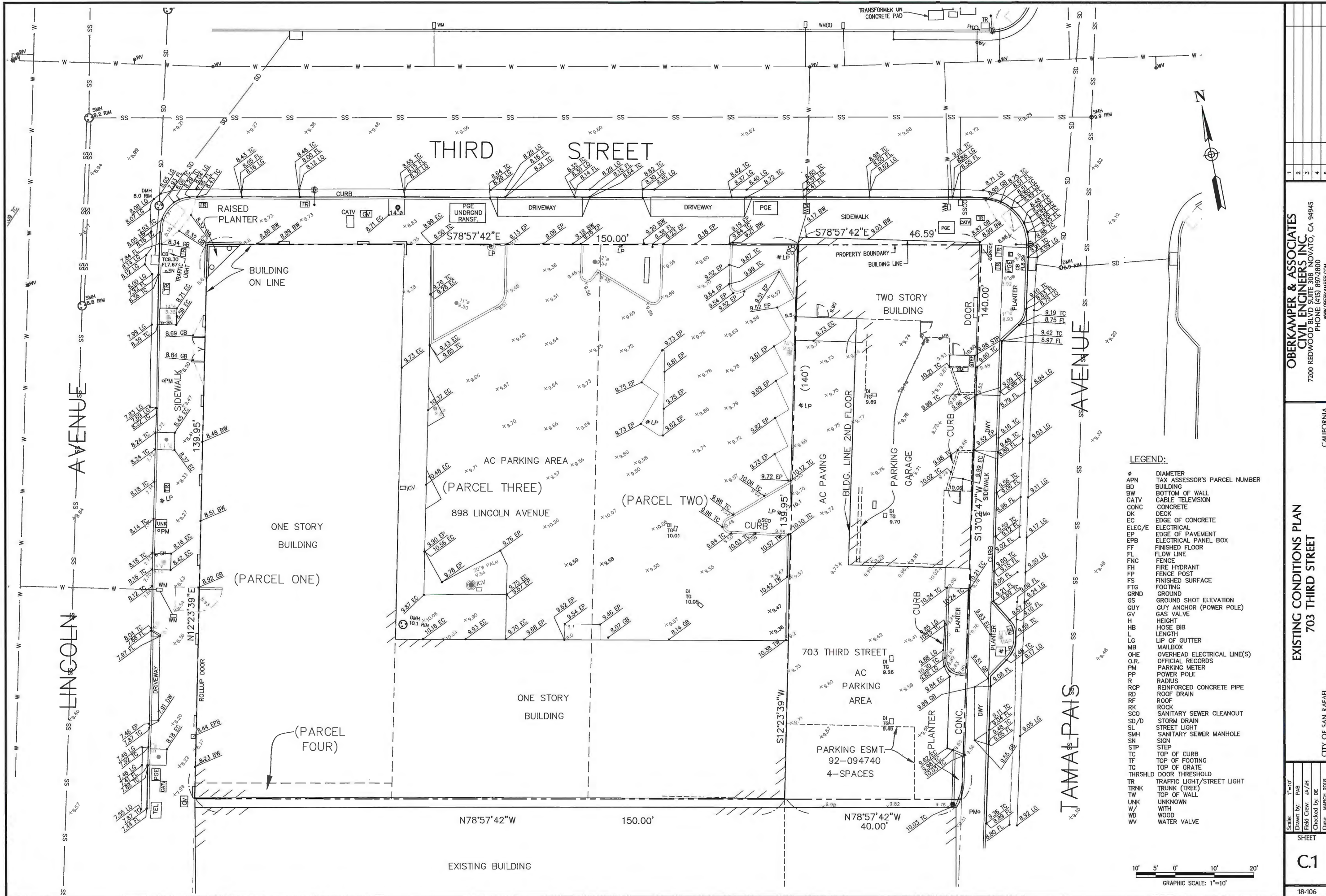


- LEGEND**
- VIEWS FROM HWY 101
  - 4TH STREET CORRIDOR "MAIN STREET SAN RAFAEL"
  - PROPOSED BIKE CORRIDOR
  - EXISTING BIKE CORRIDOR
  - TYP. PEDESTRIAN ROUTES TRANSIT TO BIOMARIN
  - ROUTE FROM CITY PARKING TO BIOMARIN
  - VEHICULAR TRAFFIC DIRECTION
  - GARAGE ENTRANCE/EXIT TO SITE
  - RETAIL/ACTIVE FRONTAGE
  - IMPORTANT INTERSECTIONS
  - SITE
  - HEIGHT LIMIT (H.L.)/ ADJACENT DEVELOPMENT
  - BIOMARIN/WHISTLESTOP DEVELOPMENT & BIOMARIN CAMPUS
  - PARKING
  - WHISTLESTOP PLAZA
  - RAILROAD TRACKS



VIEW AT 3RD ST. & LINCOLN AVE.

A0.7



- LEGEND:**
- Ø DIAMETER
  - APN TAX ASSESSOR'S PARCEL NUMBER
  - BD BUILDING
  - BW BOTTOM OF WALL
  - CATV CABLE TELEVISION
  - CONC CONCRETE
  - DK DECK
  - EC EDGE OF CONCRETE
  - ELEC/E ELECTRICAL
  - EP EDGE OF PAVEMENT
  - EPB ELECTRICAL PANEL BOX
  - FF FINISHED FLOOR
  - FL FLOW LINE
  - FNC FENCE
  - FH FIRE HYDRANT
  - FP FENCE POST
  - FS FINISHED SURFACE
  - FTG FOOTING
  - GRND GROUND
  - GS GROUND SHOT ELEVATION
  - GUY GUY ANCHOR (POWER POLE)
  - CV GAS VALVE
  - H HEIGHT
  - HB HOSE BIB
  - L LENGTH
  - LG LIP OF GUTTER
  - MB MAILBOX
  - OHE OVERHEAD ELECTRICAL LINE(S)
  - O.R. OFFICIAL RECORDS
  - PM PARKING METER
  - PP POWER POLE
  - R RADIUS
  - RCP REINFORCED CONCRETE PIPE
  - RD ROOF DRAIN
  - RF ROOF
  - RR ROOF
  - SCO SANITARY SEWER CLEANOUT
  - SD/S STORM DRAIN
  - SL STREET LIGHT
  - SMH SANITARY SEWER MANHOLE
  - SN SIGN
  - STP STEP
  - TC TOP OF CURB
  - TF TOP OF FOOTING
  - TG TOP OF GRATE
  - THRSHLD DOOR THRESHOLD
  - TR TRAFFIC LIGHT/STREET LIGHT
  - TRNK TRUNK (TREE)
  - TW TOP OF WALL
  - UNK UNKNOWN
  - W WITH
  - WD WOOD
  - WV WATER VALVE

**OBERKAMPER & ASSOCIATES**  
**CIVIL ENGINEERS INC.**  
 7200 REDWOOD BLVD SUITE 308 NOVATO, CA 94945  
 PHONE (415) 897-2800  
 WWW.OBERKAMPER.COM

**EXISTING CONDITIONS PLAN**  
**703 THIRD STREET**

CITY OF SAN RAFAEL

Scale: 1"=10'  
 Drawn by: PAB  
 Field Crew: JJK/JH  
 Checked by: DE  
 Date: MARCH 2018

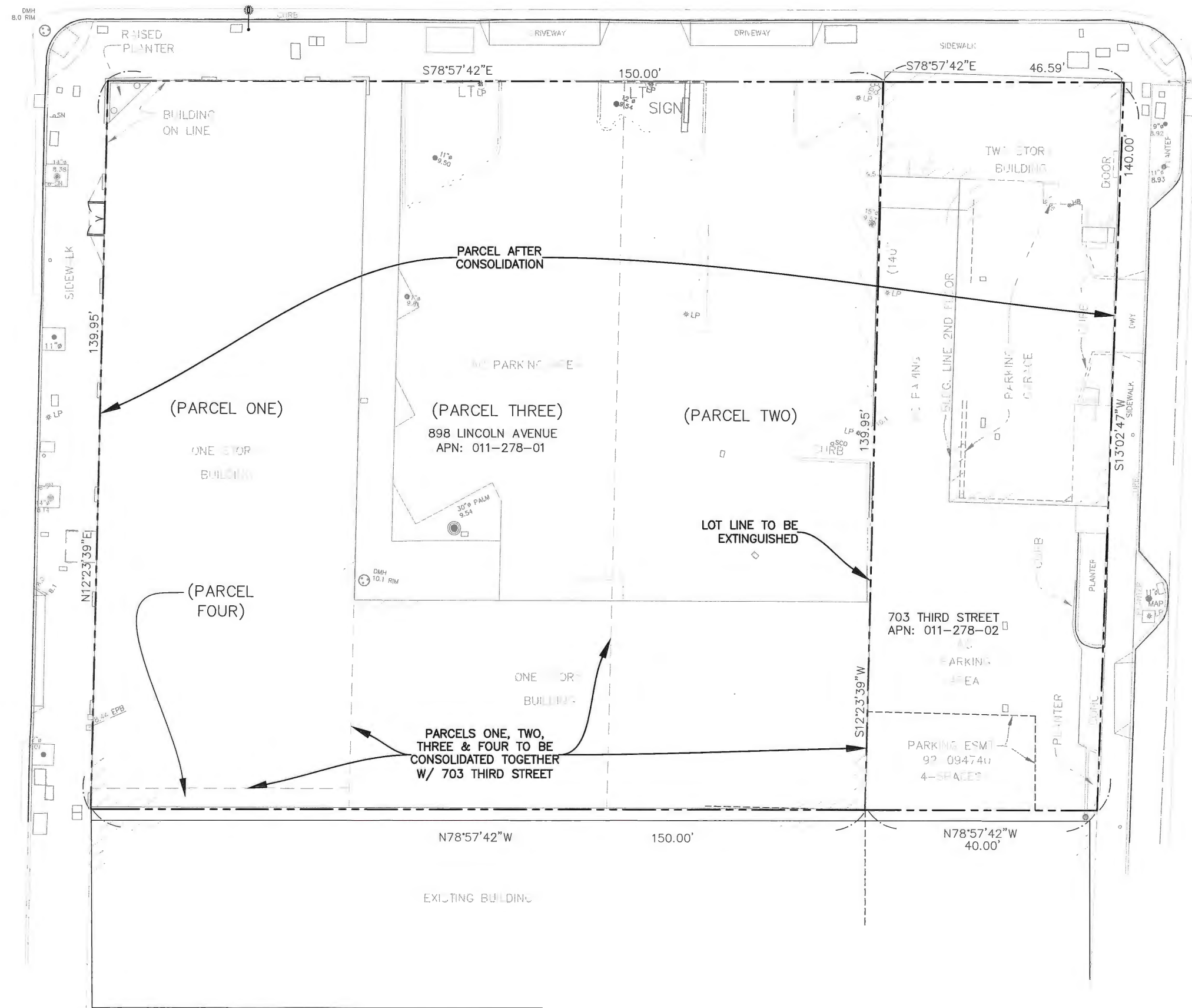
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 18-106



LINCOLN AVENUE

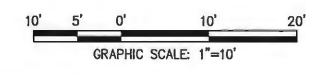
THIRD STREET

TAMALPAIS AVENUE

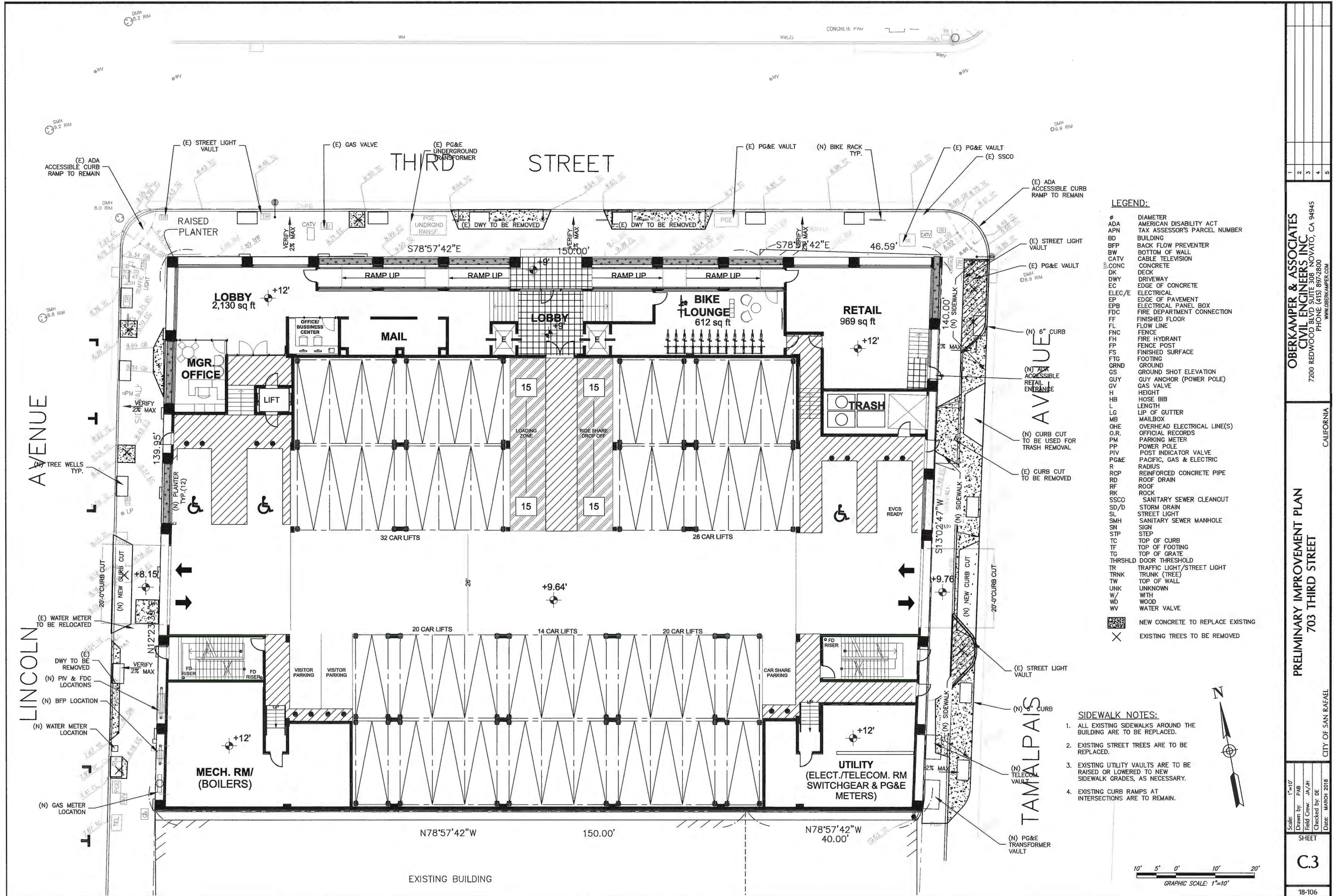


**LEGEND:**

- Ø DIAMETER
- APN TAX ASSESSOR'S PARCEL NUMBER
- BD BUILDING
- BW BOTTOM OF WALL
- CATV CABLE TELEVISION
- CONC CONCRETE
- DK DECK
- EC EDGE OF CONCRETE
- ELEC/E ELECTRICAL
- EP EDGE OF PAVEMENT
- EPB ELECTRICAL PANEL BOX
- FF FINISHED FLOOR
- FL FLOW LINE
- FNC FENCE
- FH FIRE HYDRANT
- FP FENCE POST
- FS FINISHED SURFACE
- FTG FOOTING
- GRND GROUND
- GS GROUND SHOT ELEVATION
- GUY GUY ANCHOR (POWER POLE)
- GV GAS VALVE
- H HEIGHT
- HB HOSE BIB
- L LENGTH
- LG LIP OF GUTTER
- MB MAILBOX
- OHE OVERHEAD ELECTRICAL LINE(S)
- O.R. OFFICIAL RECORDS
- PM PARKING METER
- PP POWER POLE
- R RADIUS
- RCP REINFORCED CONCRETE PIPE
- RD ROOF DRAIN
- RF ROOF
- RK ROCK
- SCO SANITARY SEWER CLEANOUT
- SD/D STORM DRAIN
- SL STREET LIGHT
- SMH SANITARY SEWER MANHOLE
- SN SIGN
- STP STEP
- TC TOP OF CURB
- TF TOP OF FOOTING
- TG TOP OF GRATE
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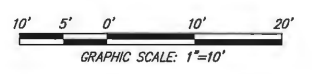


<p><b>OBERKAMPER &amp; ASSOCIATES</b>  <b>CIVIL ENGINEERS INC.</b>          7200 REDWOOD BLVD SUITE 308 NOVATO, CA 94945          PHONE (415) 897-2800          WWW.OBERKAMPER.COM</p>					
<p>CALIFORNIA</p>					
<p><b>LOT CONSOLIDATION PLAN</b>  <b>703 THIRD STREET</b></p>					
<p>CITY OF SAN RAFAEL</p>					
Scale: 1"=10'	Drawn by: PAB	Field Crew: JX/JH	Checked by: DE	Date: MARCH 2018	
SHEET					C2
18-106					

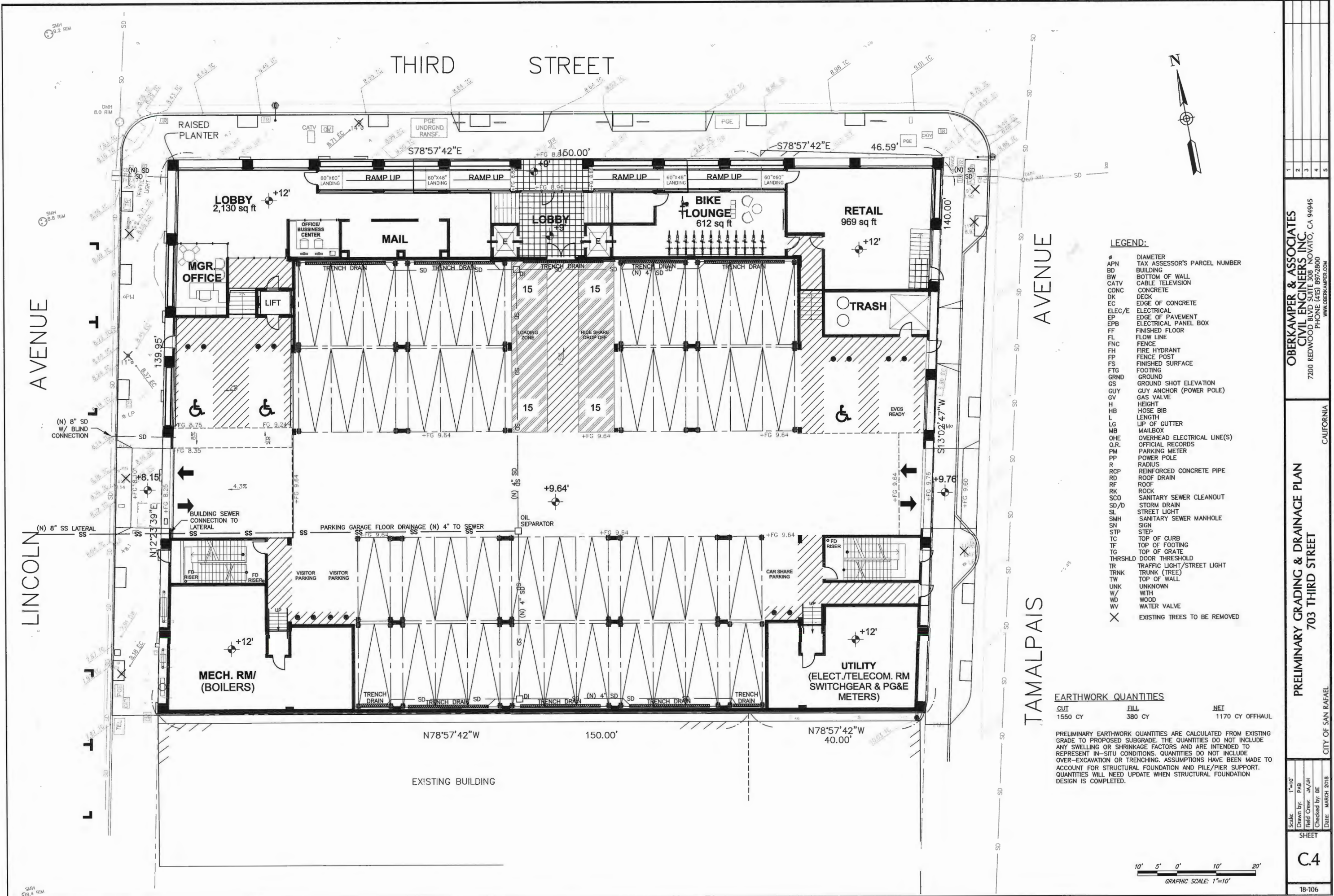


- LEGEND:**
- Ø DIAMETER
  - ADA AMERICAN DISABILITY ACT
  - APN TAX ASSESSOR'S PARCEL NUMBER
  - BD BUILDING
  - BFP BACK FLOW PREVENTER
  - BW BOTTOM OF WALL
  - CATV CABLE TELEVISION
  - CONC CONCRETE
  - DK DECK
  - DWY DRIVEWAY
  - EC EDGE OF CONCRETE
  - ELEC/E ELECTRICAL
  - EP EDGE OF PAVEMENT
  - EPB ELECTRICAL PANEL BOX
  - FDC FIRE DEPARTMENT CONNECTION
  - FF FINISHED FLOOR
  - FL FLOW LINE
  - FNC FENCE
  - FH FIRE HYDRANT
  - FP FENCE POST
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  - GUY GUY ANCHOR (POWER POLE)
  - GV GAS VALVE
  - H HEIGHT
  - HB HOSE BIB
  - L LENGTH
  - LG LIP OF GUTTER
  - MB MAILBOX
  - OHE OVERHEAD ELECTRICAL LINE(S)
  - O.R. OFFICIAL RECORDS
  - PM PARKING METER
  - PP POWER POLE
  - PIV POST INDICATOR VALVE
  - PG&E PACIFIC, GAS & ELECTRIC
  - R RADIUS
  - RCP REINFORCED CONCRETE PIPE
  - RD ROOF DRAIN
  - RF ROOF
  - RK ROCK
  - SSCO SANITARY SEWER CLEANOUT
  - SD/D STORM DRAIN
  - SL STREET LIGHT
  - SMH SANITARY SEWER MANHOLE
  - SN SIGN
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  - TR TRAFFIC LIGHT/STREET LIGHT
  - TRNK TRUNK (TREE)
  - TW TOP OF WALL
  - UNK UNKNOWN
  - W WITH
  - WD WOOD
  - WV WATER VALVE
- NEW CONCRETE TO REPLACE EXISTING  
 EXISTING TREES TO BE REMOVED

- SIDEWALK NOTES:**
1. ALL EXISTING SIDEWALKS AROUND THE BUILDING ARE TO BE REPLACED.
  2. EXISTING STREET TREES ARE TO BE REPLACED.
  3. EXISTING UTILITY VAULTS ARE TO BE RAISED OR LOWERED TO NEW SIDEWALK GRADES, AS NECESSARY.
  4. EXISTING CURB RAMPS AT INTERSECTIONS ARE TO REMAIN.



<b>PRELIMINARY IMPROVEMENT PLAN</b> <b>703 THIRD STREET</b>	<b>CALIFORNIA</b> CITY OF SAN RAFAEL
<b>OVERKAMPER &amp; ASSOCIATES</b> <b>CIVIL ENGINEERS INC.</b> 7200 REDWOOD BLVD SUITE 308 NOVATO, CA 94945 PHONE (415) 897-2800 WWW.OVERKAMPER.COM	
Scale: 1"=10' Drawn by: PAB Field Crew: JA/JH Checked by: DE Date: MARCH 2018	SHEET <b>C3</b> 18-106



- LEGEND:**
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  - WD WOOD
  - WV WATER VALVE
  - X EXISTING TREES TO BE REMOVED

**EARTHWORK QUANTITIES**

CUT	FILL	NET
1550 CY	380 CY	1170 CY OFFHAUL

PRELIMINARY EARTHWORK QUANTITIES ARE CALCULATED FROM EXISTING GRADE TO PROPOSED SUBGRADE. THE QUANTITIES DO NOT INCLUDE ANY SWELLING OR SHRINKAGE FACTORS AND ARE INTENDED TO REPRESENT IN-SITU CONDITIONS. QUANTITIES DO NOT INCLUDE OVER-EXCAVATION OR TRENCHING. ASSUMPTIONS HAVE BEEN MADE TO ACCOUNT FOR STRUCTURAL FOUNDATION AND PILE/PIER SUPPORT. QUANTITIES WILL NEED UPDATE WHEN STRUCTURAL FOUNDATION DESIGN IS COMPLETED.



LINCOLN AVENUE

TAMALPAIS AVENUE

THIRD STREET

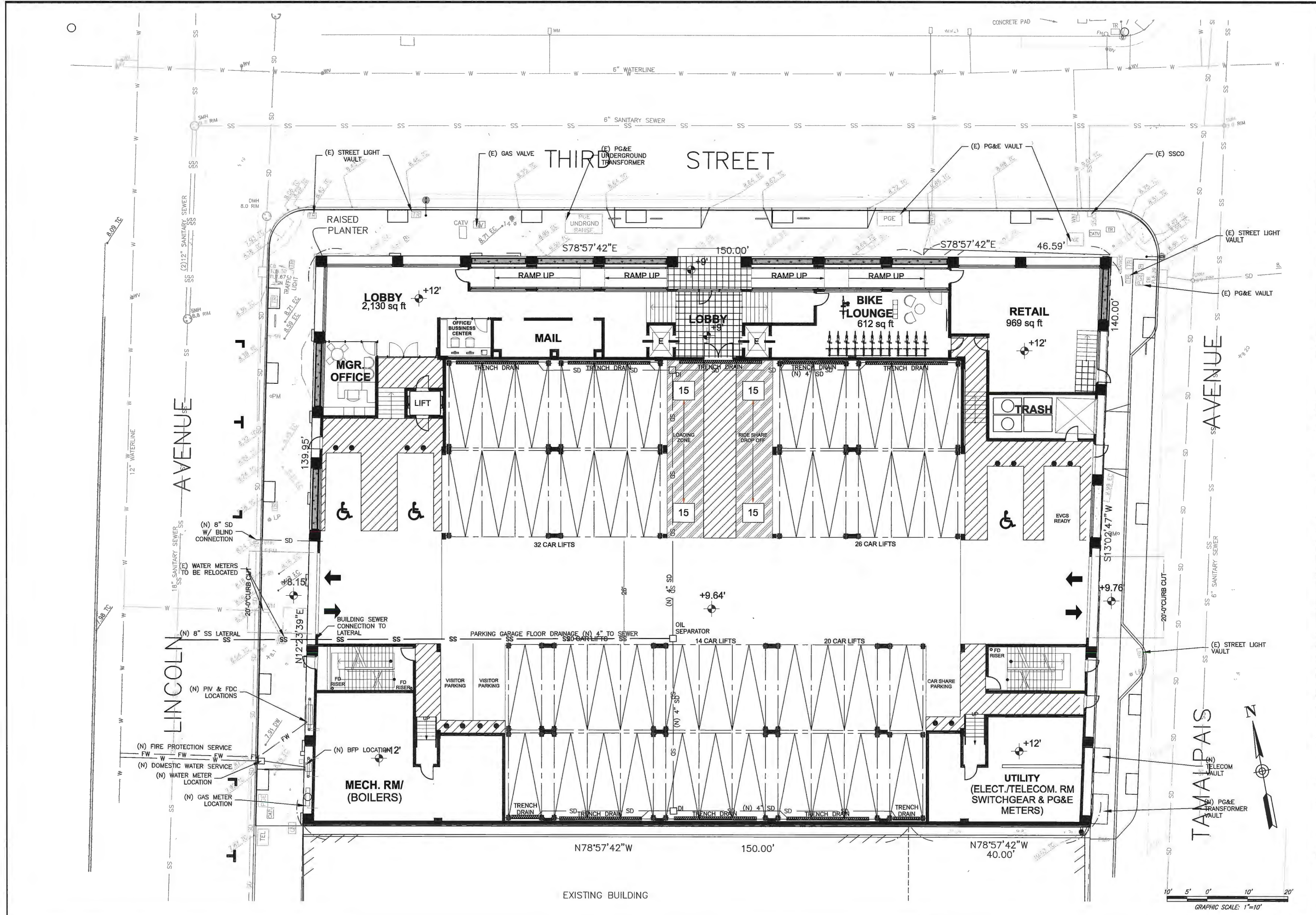
**OBERKAMPER & ASSOCIATES**  
 CIVIL ENGINEERS INC.  
 7200 REDWOOD BLVD SUITE 308 NOVATO, CA 94945  
 PHONE (415) 9572800  
 WWW.OBERKAMPER.COM

**PRELIMINARY GRADING & DRAINAGE PLAN**  
 703 THIRD STREET  
 CALIFORNIA

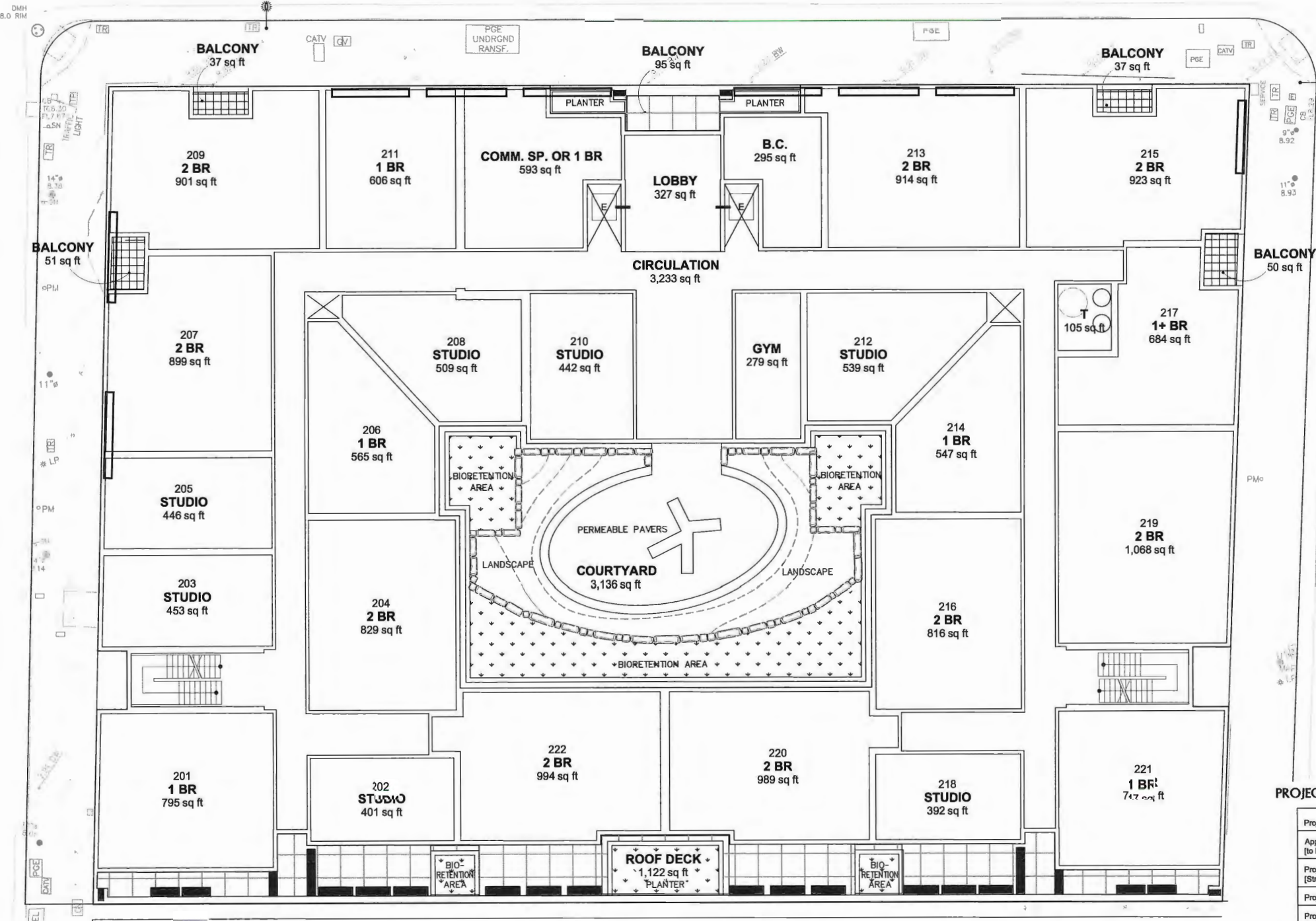
CITY OF SAN RAFAEL

Scale: 1"=10'  
 Drawn By: PAB  
 Field Crew: JA/JH  
 Checked By: DE  
 Date: MARCH 2018

SHEET  
**C.4**  
 18-106



1	2	3	4	5
<b>PRELIMINARY UTILITY PLAN</b> <b>703 THIRD STREET</b>				
OBERKAMPER & ASSOCIATES CIVIL ENGINEERS INC. 7200 REDWOOD BLVD SUITE 308 NOVATO, CA 94945 PHONE (415) 897-2800 WWW.OBERKAMPER.COM				
CALIFORNIA				
CITY OF SAN RAFAEL				
Scale:	1"=10'			
Drawn by:	PAB			
Field Check:	JA/JH			
Checked by:	DE			
Date:	MARCH 2018			
<b>SHEET</b> <b>C5</b>				
18-106				



POST-PROJECT				
DRAINAGE MAINTENANCE AREA NAME	AREA (SQUARE FEET)	POST-PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR
BUILDING ROOF	24646	ROOFS & HARDSCAPE	1.0	24646
COURTYARD	752	PERMEABLE PAVERS	0.1	75
PLANTERS	238	LANDSCAPE	0.1	24
BIORETENTION AREA	1022	LANDSCAPE	0.1	102
LANDSCAPE	743	LANDSCAPE	0.1	74
TOTAL >	27401			24921

SIZING FACTOR	MINIMUM FACILITY AREA (SF)	PROPOSED FACILITY AREA (SF)
.04	997	1022

**PROJECT DATA FORM AND RUNOFF REDUCTION MEASURE SELECTION**

Project Name/Number	703 THIRD STREET (JOB #: 18-108)
Application Submittal Date (to be verified by municipal staff)	MARCH 2018
Project Location (Street Address if available, or intersection and/or APN)	703 THIRD STREET SAN RAFAEL, CA APN: 011-278-01 & 011-278-02
Project Phase No.	DESIGN REVIEW
Project Type and Description (Examples: "Single Family Residence," "Parking Lot Addition," "Retail and Parking")	MIXED USE RESIDENTIAL DEVELOPMENT
Total Project Site Area (acres)	0.629
Total New or Replaced Impervious Surface Area (square feet) (Sum of impervious area that will be constructed as part of the project)	27,401 SF
Total Pre-Project Impervious Surface Area	26,059 SF
Total Post-Project Impervious Surface Area	25,479 SF
Runoff Reduction Measures Selected (Check one or more)	<input type="checkbox"/> Disperse runoff to vegetated area <input checked="" type="checkbox"/> Permeable pavement <input type="checkbox"/> Cisterns or Rain Barrels <input checked="" type="checkbox"/> Bioretention Facility or Planter Box

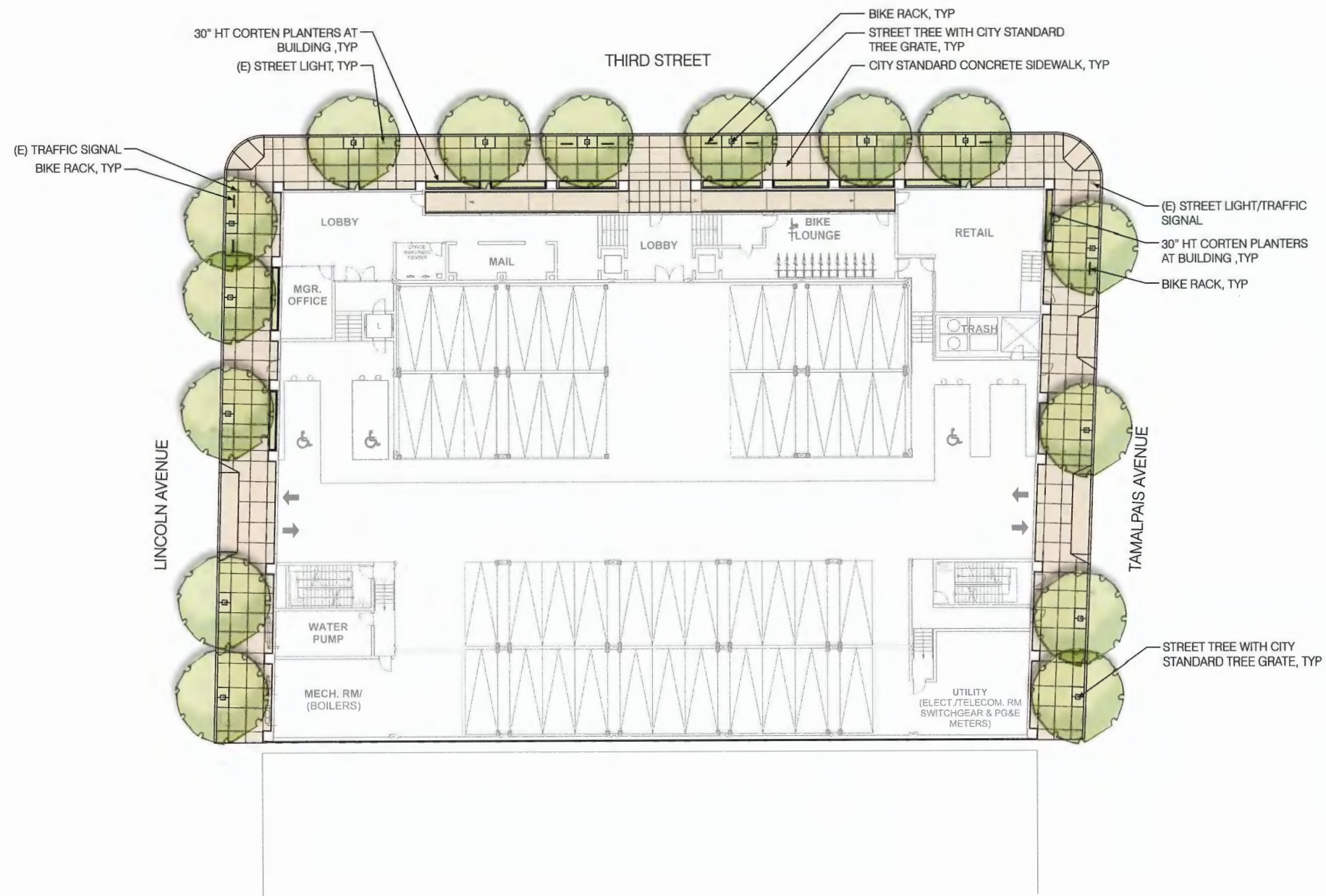


**OBERKAMPER & ASSOCIATES**  
**CIVIL ENGINEERS INC.**  
 7200 REDWOOD BLVD SUITE 308 NOVATO, CA 94945  
 PHONE (415) 897-2800  
 WWW.OBERKAMPER.COM

**PRELIMINARY STORMWATER TREATMENT PLAN**  
**703 THIRD STREET**  
 CALIFORNIA  
 CITY OF SAN RAFAEL

Scale: 1"=10'  
 Drawn By: PAB  
 Field Crew: JM/JH  
 Checked By: DE  
 Date: MARCH 2018

**C6**



PRECEDENT IMAGERY



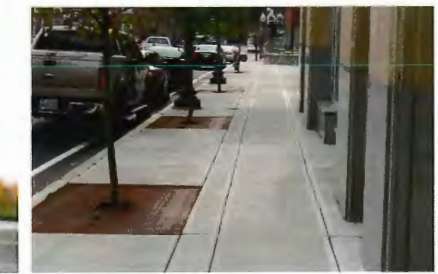
CORTEN PLANTERS



CITY STANDARD TREE GRATE 3'X5' "CHINOOK" FROM URBAN ACCESSORIES



BIKE RACKS



CONCRETE SIDEWALK WITH TREE GRATES

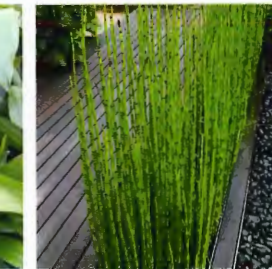
PRELIMINARY PLANT PALETTE



PLATANUS ACERIFOLIA 'COLUMBIA', LONDON PLANE TREE



ASPIDISTRA ELATIOR, CAST IRON PLANT



EQUISETUM HYEMALE, HORSETAILS



LIRIOPE MUSCARI 'MAJESTIC', MAJESTIC LILYTURF



LIRIOPE SPICATA 'SILVER DRAGON', SILVER DRAGON LILYTURF



LOMANDRA 'PLATINUM BEAUTY', AAWAREGATED DWARF MAT RUSH

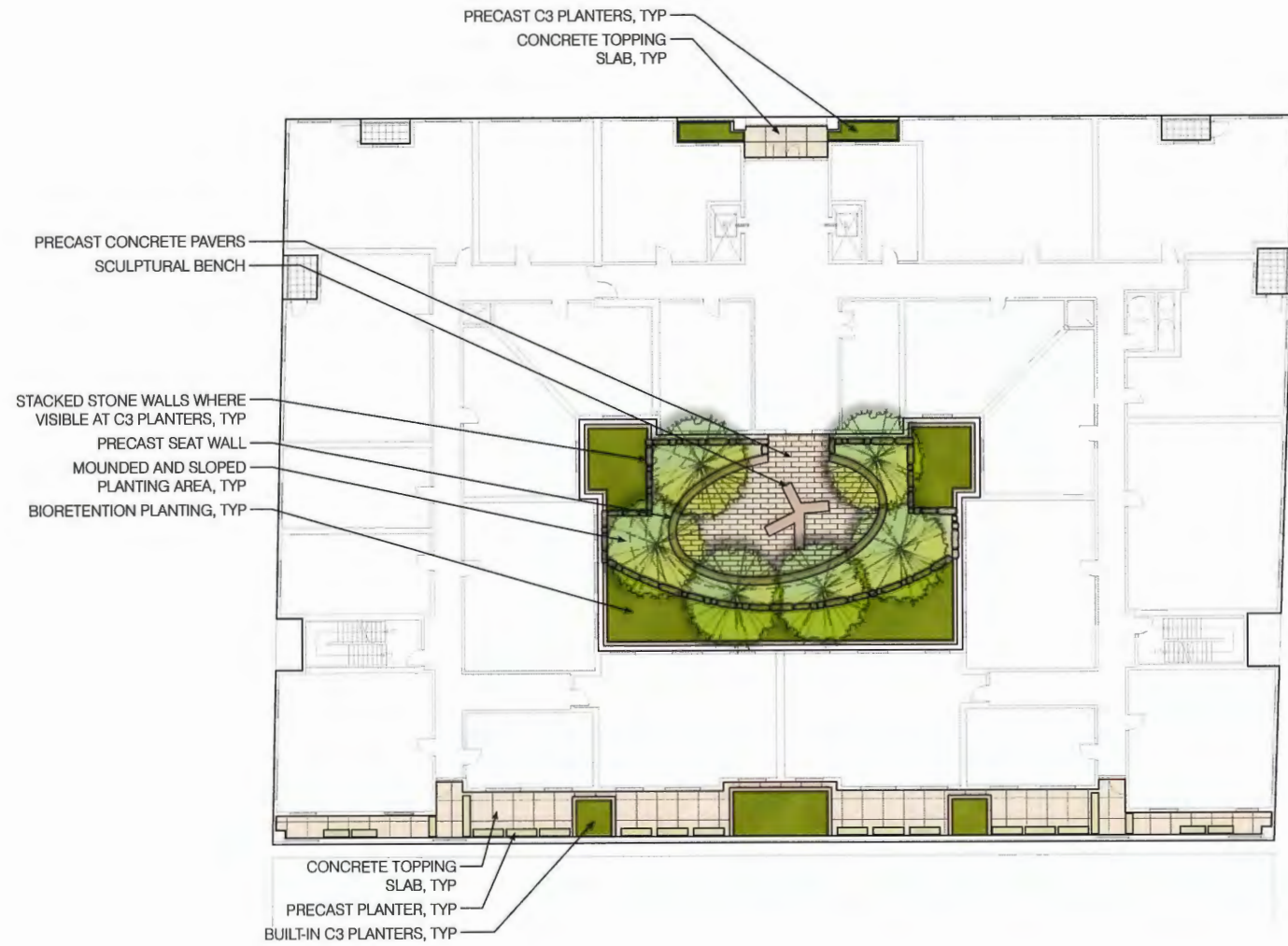


PHORMIUM 'TINY TIGER', DWARF FLAX

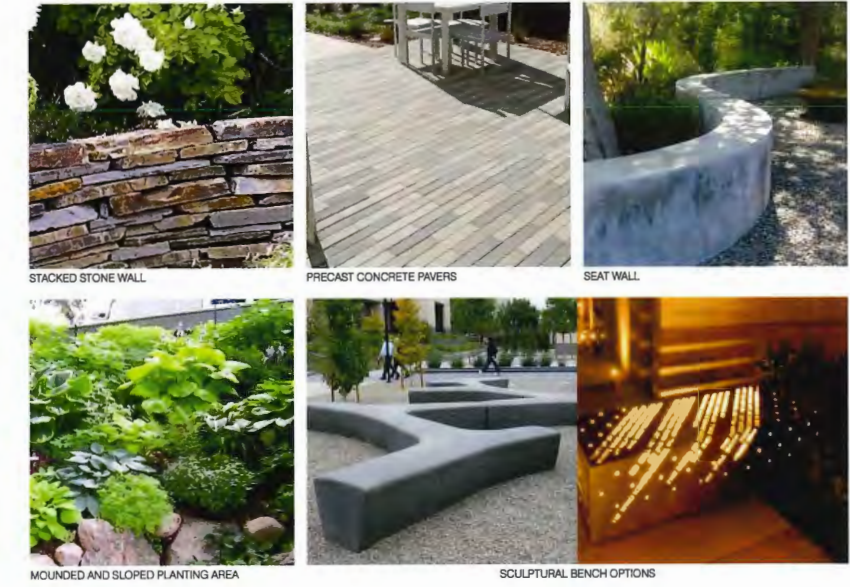


# 703 THIRD STREET | GROUND FLOOR LANDSCAPE PLAN

SAN RAFAEL, CA | MARCH 14, 2018 | 703 THIRD STREET ASSOC, LLC



PRECEDENT IMAGERY

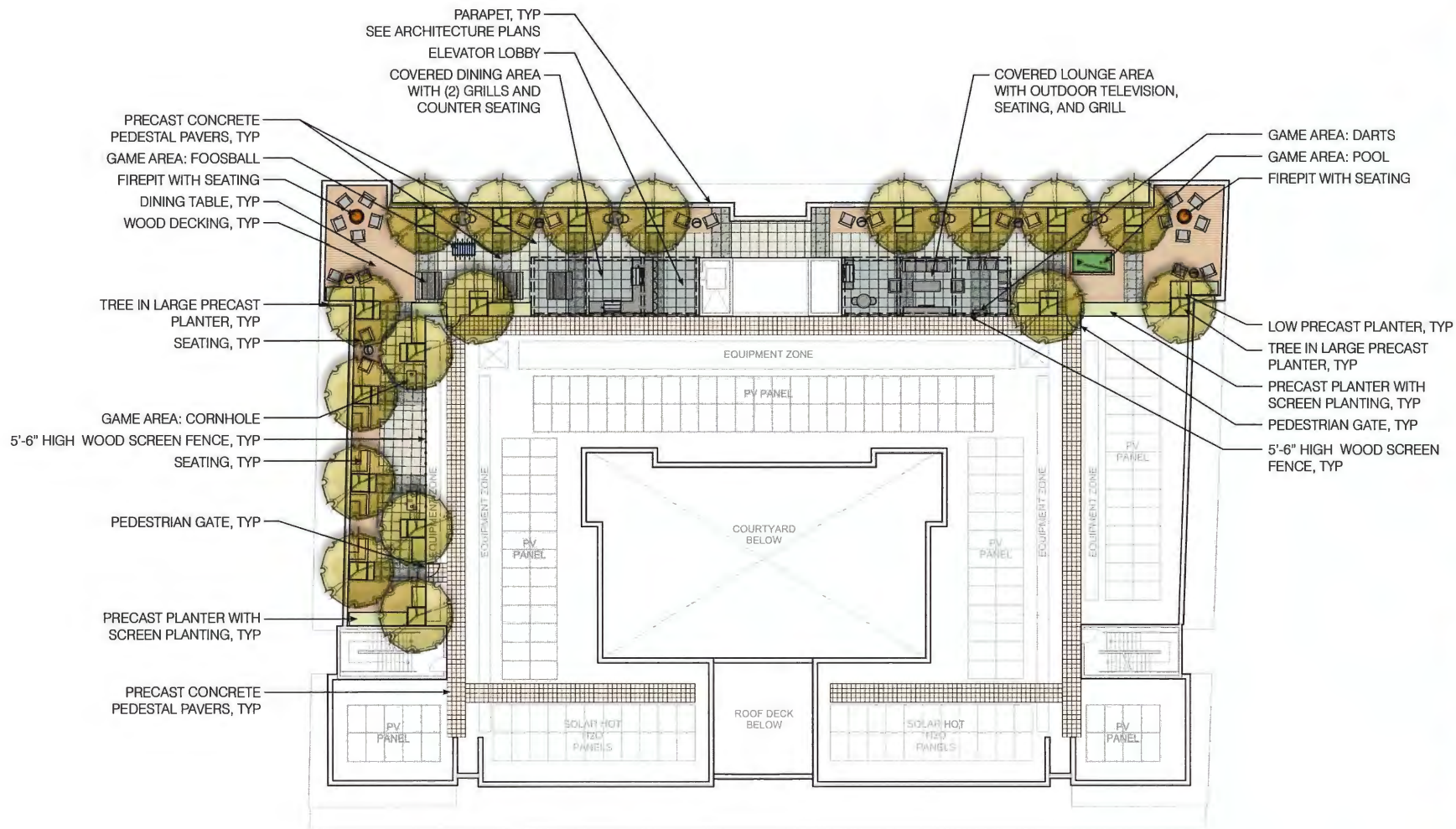


PRELIMINARY PLANT PALETTE

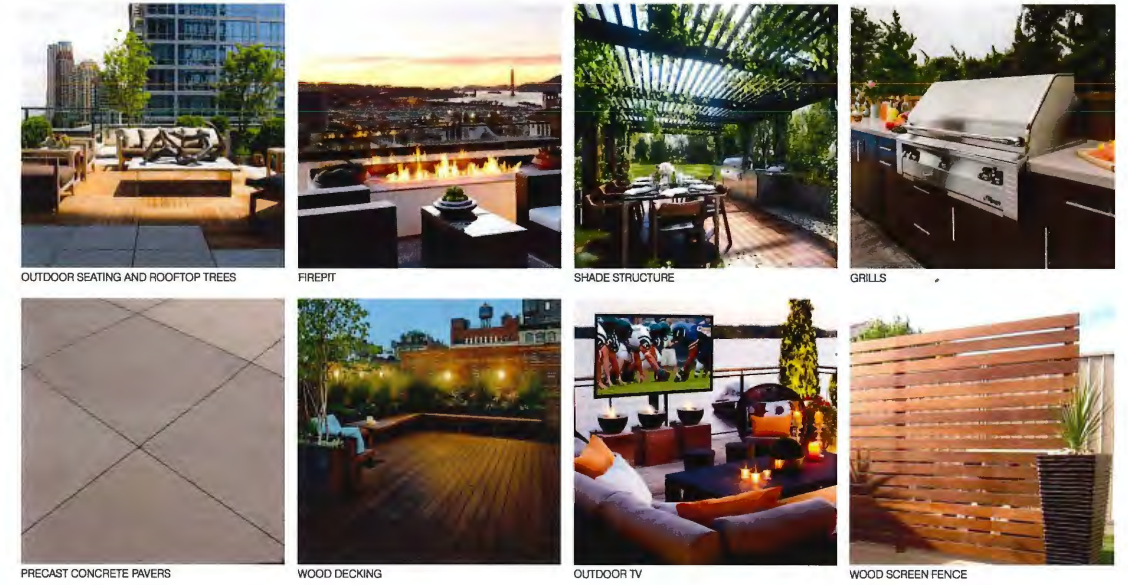


**703 THIRD STREET | 2ND FLOOR PODIUM LANDSCAPE PLAN**

SAN RAFAEL, CA | MARCH 14, 2018 | 703 THIRD STREET ASSOC, LLC



PRECEDENT IMAGERY



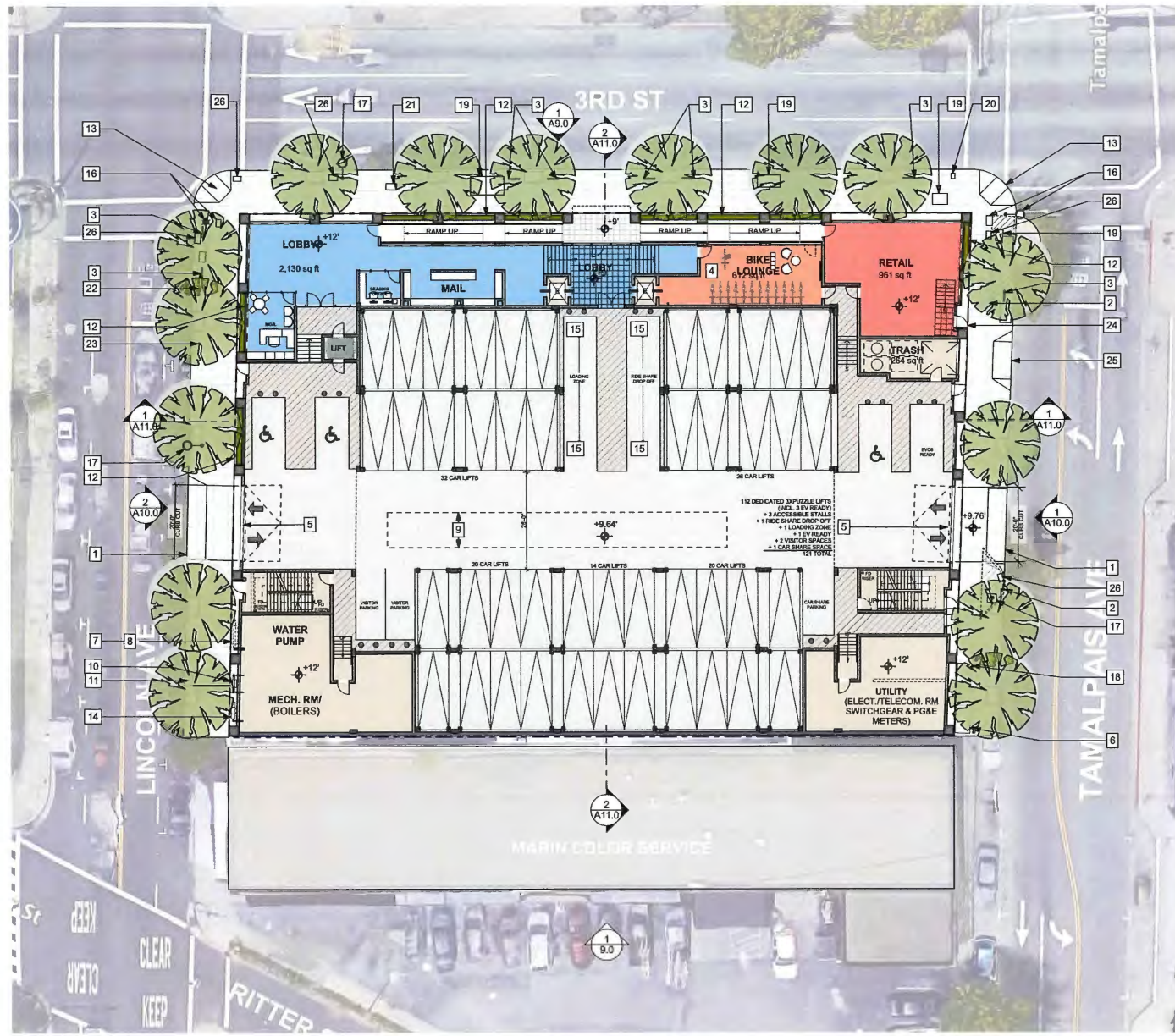
PRELIMINARY PLANT PALETTE



**703 THIRD STREET | ROOF LANDSCAPE PLAN**

SAN RAFAEL, CA | MARCH 14, 2018 | 703 THIRD STREET ASSOC, LLC





**SITE PLAN**  
SCALE: 1" = 20'

**SHEET NOTES**

- 1 NEW VEHICULAR CURB CUT PER CITY OF SAN RAFAEL STANDARDS
- 2 REMOVAL OF (E) STREET TREE PLANTER, BULB OUT
- 3 BIKE RACK
- 4 LONG TERM BICYCLE PARKING (RESIDENTS)
- 5 VEHICULAR OVERHEAD GATE (SEE ELEVATIONS)
- 6 NEW PG&E TRANSFORMER VAULT TO SERVE BUILDING
- 7 POST INDICATOR VALVE (PIV)
- 8 WALL MOUNTED FIRE DEPARTMENT CONNECTION (FDC)
- 9 POTENTIAL STORM WATER VAULT FOR FILTRATION MEDIA UNITS, IF NEEDED, SEE CIVIL DRAWINGS
- 10 DOMESTIC WATERBACK FLOW PREVENTER (BFP)
- 11 DOMESTIC WATER METER LOCATION
- 12 PLANTER, SEE LANDSCAPE DRAWINGS
- 13 (E) ACCESSIBLE CURB RAMP
- 14 GAS METER LOCATION
- 15 POTENTIAL LOADING ZONE
- 16 (E) TRAFFIC SIGNAL
- 17 (E) STREET LIGHT, TYP.
- 18 TELECOM VAULT
- 19 PACIFIC GAS & ELECTRIC
- 20 SANITARY SEWER CLEANOUT
- 21 GAS VALVE
- 22 SIGN
- 23 PARKING METER, (E) OR RELOCATED
- 24 RETAIL ENTRY FROM SIDEWALK
- 25 CURBCUT FOR TRASH REMOVAL
- 26 (E) TRAFFIC/STREET LIGHT VAULT

**GENERAL NOTES**

- 1) FEMA BASE FLOOD ELEVATION: 11'-0"  
FINISHED FLOOR ELEVATION: 12'-0"  
(PER CITY OF SAN RAFAEL, A MINIMUM OF 1 FOOT ABOVE FLOOD ELEVATION IS REQUIRED FOR ALL CRITICAL FACILITY SPACES.)
- 2) FINISHED FLOOR ELEVATIONS OF ALL INTERIOR AREAS EXCLUDING THE GARAGE & TRASH ROOMS ARE 12'-0" ABOVE SEA LEVEL AS REQUIRED BY CITY OF SAN RAFAEL AND FEMA BULLETINS.

**SYMBOLS**

NEW TREE, SEE LANDSCAPE DRAWINGS

**OVERALL BUILDING AREA**

GROUND FLOOR		LOBBY	RETAIL	BIKE ROOM	PARKING GARAGE	UTILITY & CIRCULATION	TOTAL
GROUND FLOOR	GARAGE, BIKE ROOM, RETAIL, LOBBY & UTILITY SPACES CONSTRUCTION TYPE 1-A	2,130	969	612	18,028	3,017	24,756

**SECOND, THIRD, FOURTH, FIFTH & SIXTH FLOORS: RESIDENTIAL, CONSTRUCTION TYPE 3-A**

FLOOR	NUMBER OF UNITS PER TYPE			AREA IN SQUARE FEET								
	STUDIO UNITS	1 BEDROOM UNITS	2 BEDROOM UNITS	RESIDENTIAL SF	LOBBY AREA	GYM	COMMUNITY SPACE	BUSINESS CENTER	UTILITY	CIRCULATION	COURTYARD/ ROOF DECKS/ BALCONIES	TOTAL INCLUDING ROOF DECKS
SECOND FLOOR	7	6	9	15,459	327	279	593	295	104	3,233	4,528	24,818
THIRD FLOOR	6	11	8	17,033	327				104	2,759	175	20,398
FOURTH FLOOR	6	11	8	17,033	327				104	2,757	175	20,396
FIFTH FLOOR	6	9	10	16,581	327				104	2,757	559	20,328
SIXTH FLOOR	8	7	8	15,336	327				104	2,758	1,654	20,179
ROOFTOP											5,317	5,317
<b>SUBTOTAL</b>	<b>33</b>	<b>44</b>	<b>43</b>									
<b>TOTAL</b>		<b>120</b>		<b>81,442</b>	<b>1,635</b>	<b>279</b>	<b>593</b>	<b>295</b>	<b>520</b>	<b>14,264</b>	<b>12,408</b>	<b>111,436</b>

	TOTAL RESIDENTIAL (FLOORS 2,3,4,5,6)	TOTAL RETAIL	TOTAL GARAGE & UTILITY AREAS (GROUND FLOOR)	BUILDING TOTAL
<b>TOTAL:</b>	<b>111,436</b>	<b>969</b>	<b>23,787</b>	<b>136,192</b>





- SHEET NOTES**
- 1 NEW VEHICULAR CURB CUT PER CITY OF SAN RAFAEL STANDARDS
  - 2 REMOVAL OF (E) STREET TREE PLANTER, BULB OUT
  - 3 BIKE RACK
  - 4 LONG TERM BICYCLE PARKING (RESIDENTS)
  - 5 VEHICULAR OVERHEAD GATE (SEE ELEVATIONS)
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  - 13 (E) ACCESSIBLE CURB RAMP
  - 14 GAS METER LOCATION
  - 15 POTENTIAL LOADING ZONE
  - 16 (E) TRAFFIC SIGNAL
  - 17 (E) STREET LIGHT, TYP.
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- GENERAL NOTES**
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**SYMBOLS**

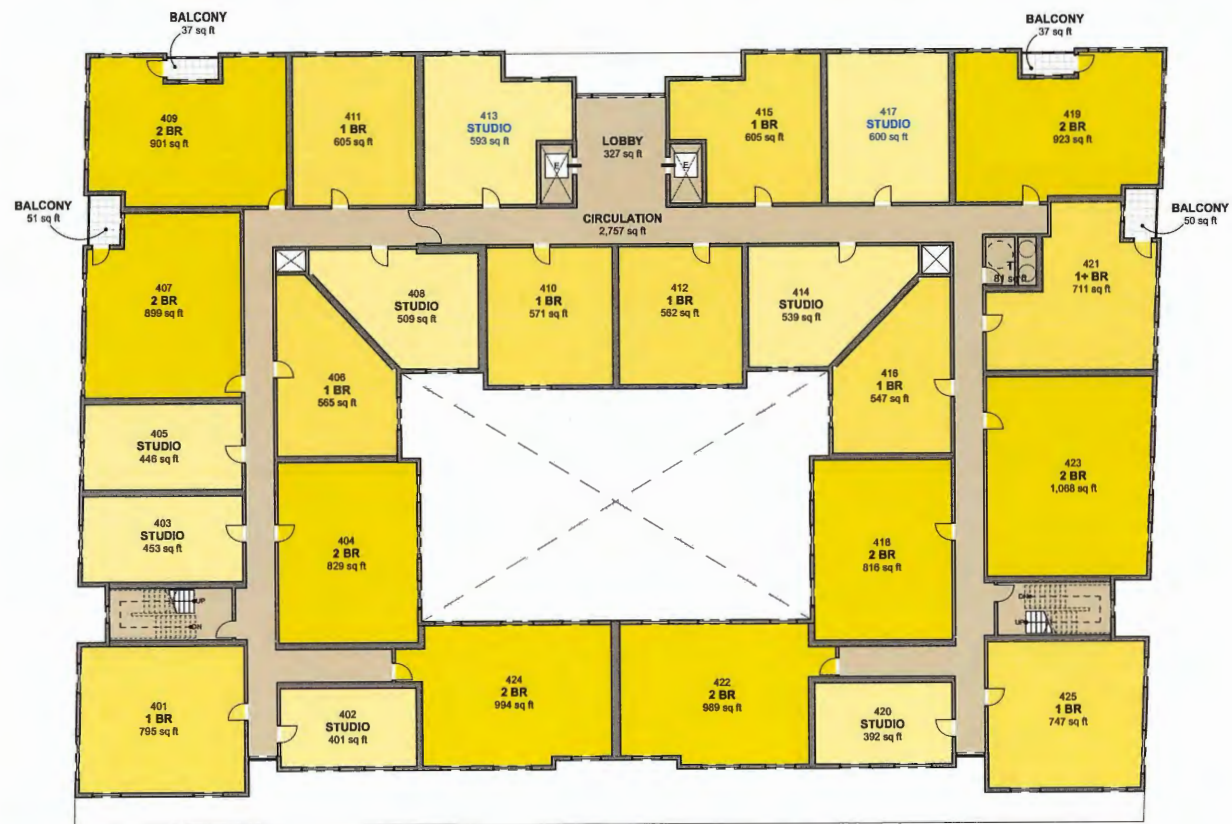
NEW TREE, SEE LANDSCAPE DRAWINGS

MARIN COLOR SERVICE

SCALE: 3/32" = 1'-0"

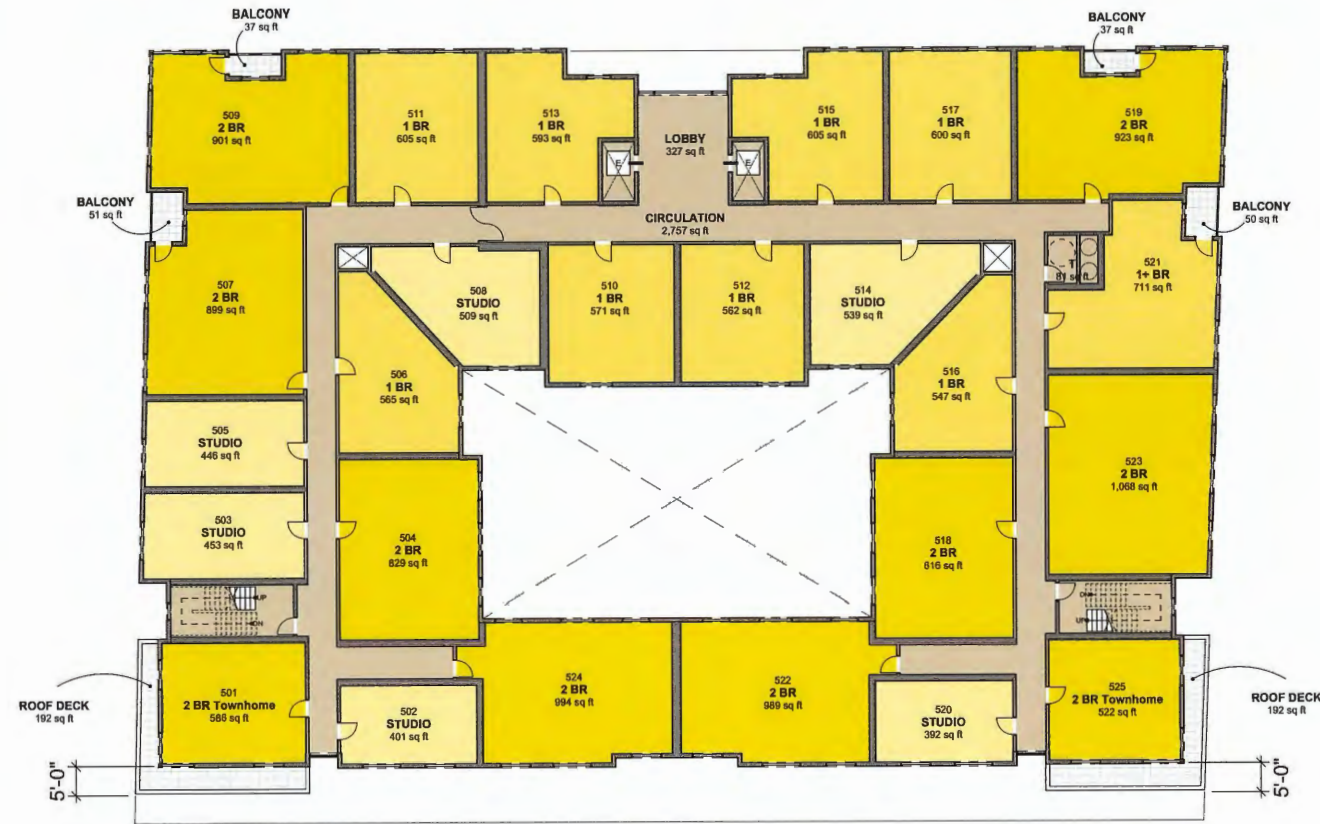
A2.0





**4TH FLOOR PLAN**

SCALE: 1/16" = 1'-0"



**5TH FLOOR PLAN**

SCALE: 1/16" = 1'-0"

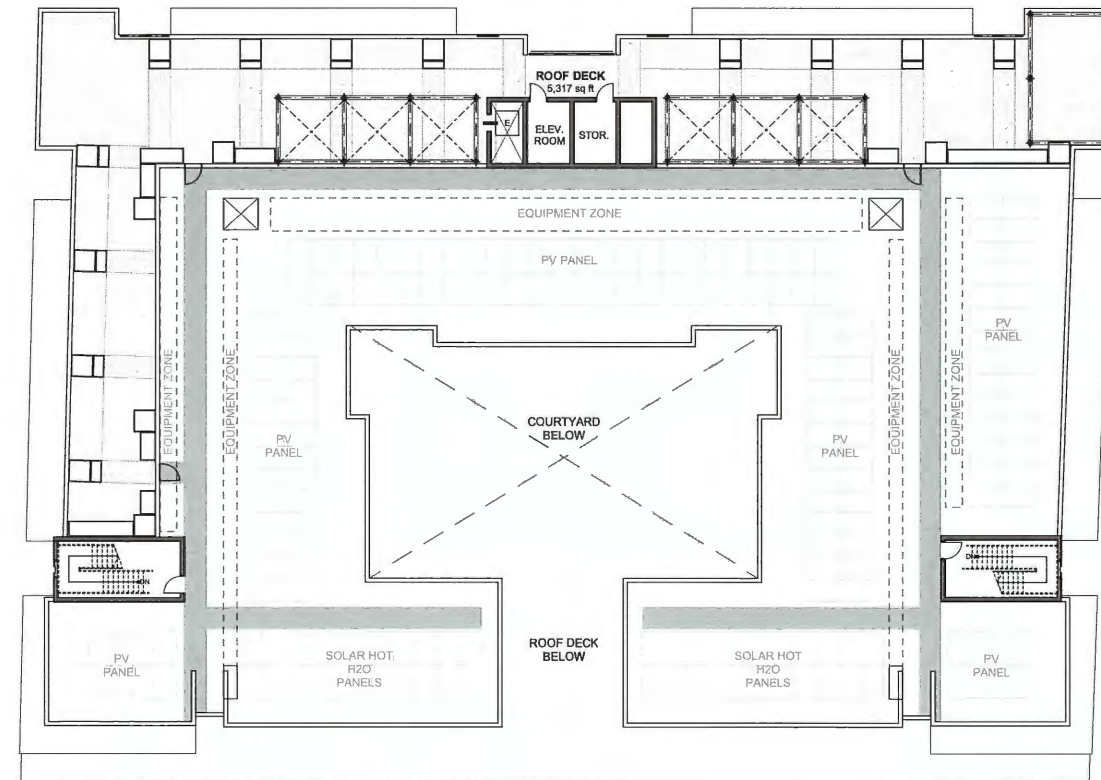




**6TH FLOOR PLAN**

SCALE: 1/16" = 1'-0"

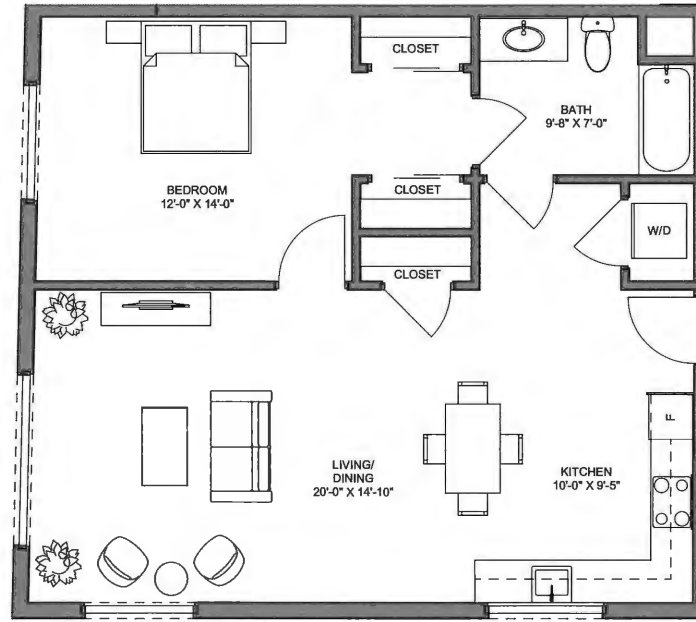
**EXAMPLES OF ROOF DECK IMAGES**



**ROOF PLAN**

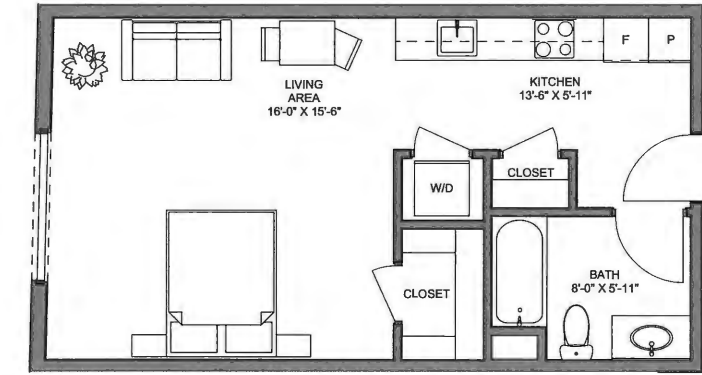
SCALE: 1/16" = 1'-0"





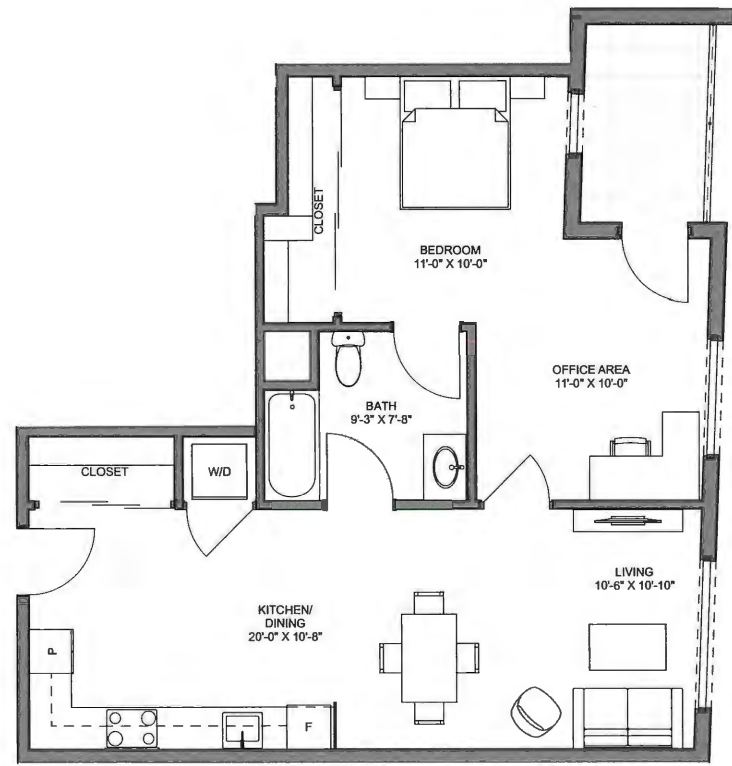
**TYP. I BEDROOM: 796 SF**

SCALE: 1/4" = 1'-0"



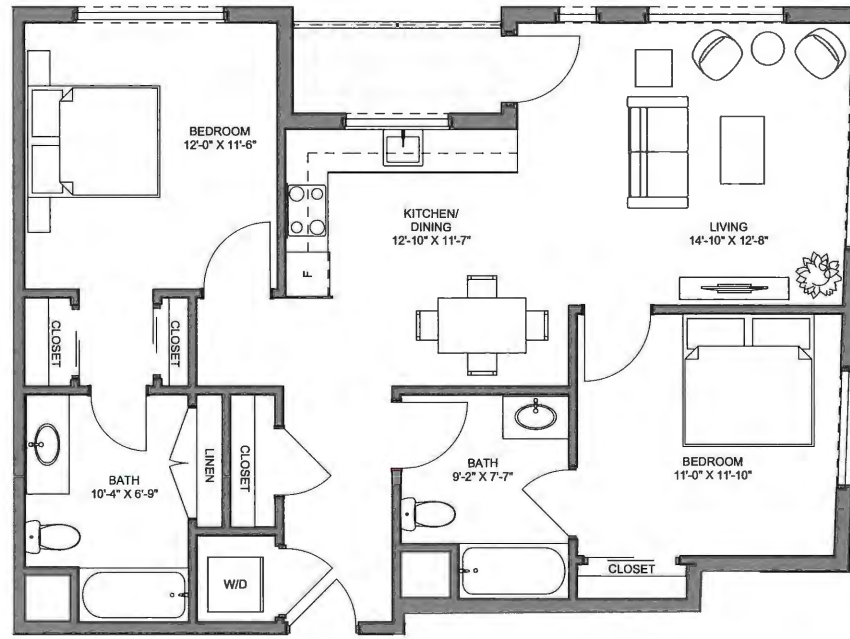
**TYP. STUDIO: 452 SF**

SCALE: 1/4" = 1'-0"



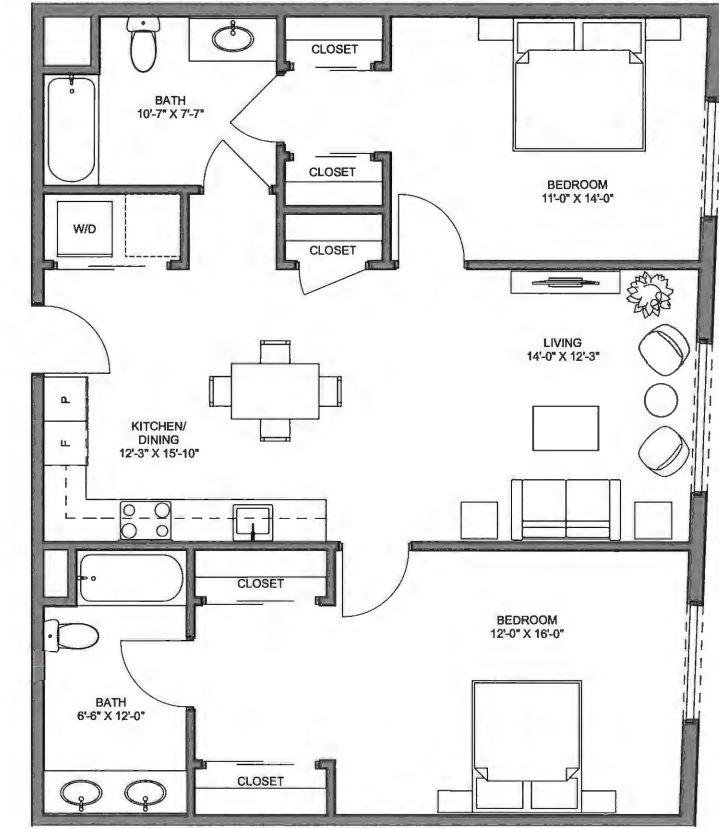
**TYP. I+ BEDROOM: 711 SF**

SCALE: 1/4" = 1'-0"



**TYP. 2 BEDROOM WITH BALCONY: 923 SF**

SCALE: 1/4" = 1'-0"



**TYP. 2 BEDROOM: 1,068 SF**

SCALE: 1/4" = 1'-0"



**LBL**  
7400 Linden Avenue  
San Jose, CA 95127  
760.438.8500  
760.438.8500  
www.lblighting.com

**outdoor**  
**uptown large outdoor**

**DESCRIPTION**  
Vertical metal slats of varying widths create visual intrigue and depth. Includes (1) replaceable 10 watt 3000K LED module, 120v.

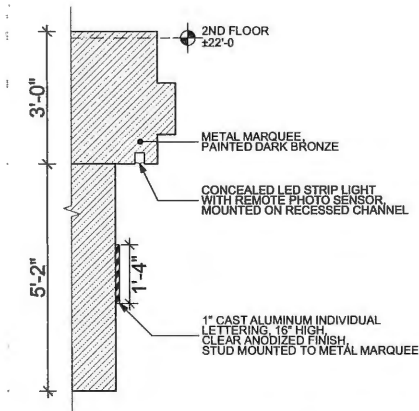
**WEIGHT**  
8.24lb / 3.74kg ±



**ORDERING INFORMATION**

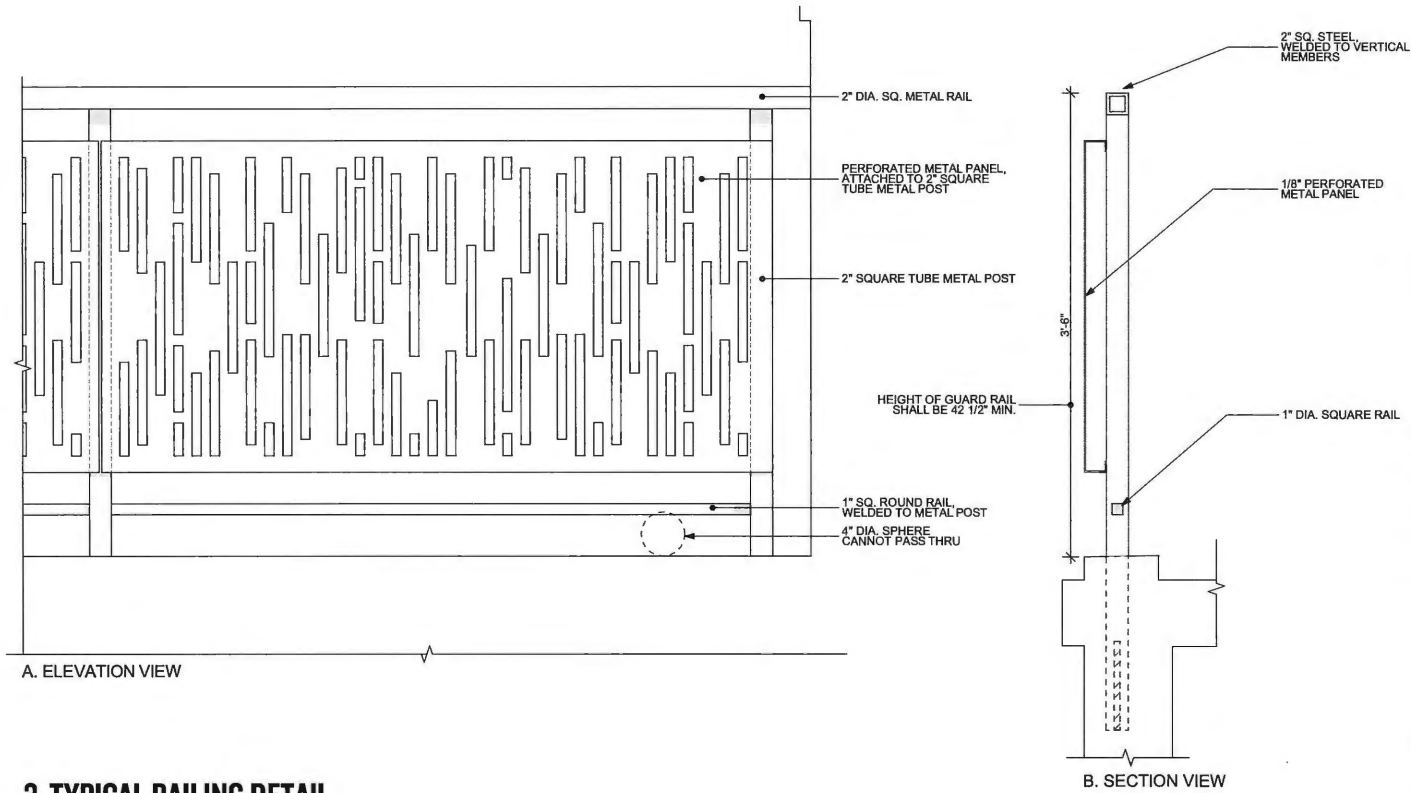
type	model	finish	lamp	wet location
LW LED	641	BL black BR bronze SI silver	LED LED Module 10w 3000K 120v	W wet location

**5. EXTERIOR LIGHT FIXTURE**



**4. BUILDING SIGNAGE SECTION**

SCALE: 1/2" = 1'-0"

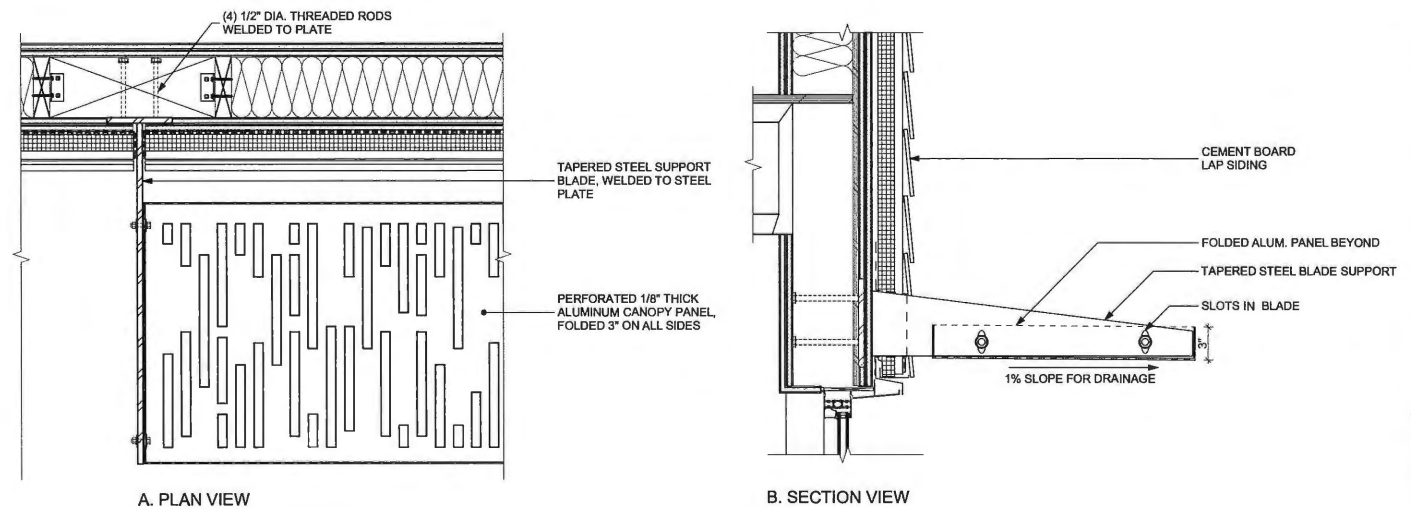


A. ELEVATION VIEW

B. SECTION VIEW

**3. TYPICAL RAILING DETAIL**

SCALE: 1 1/2" = 1'-0"

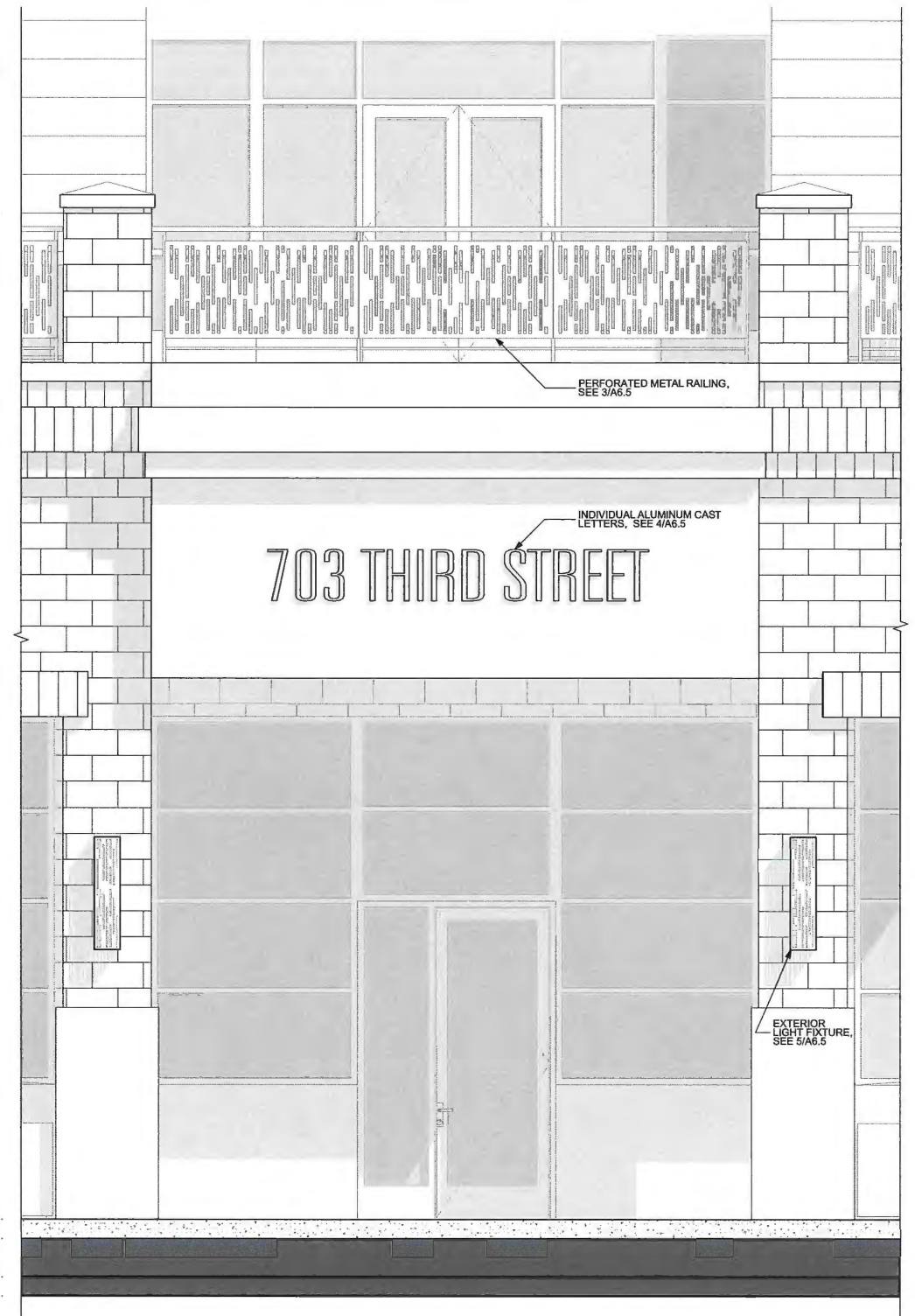


A. PLAN VIEW

B. SECTION VIEW

**2. TYPICAL SUNSHADE DETAIL**

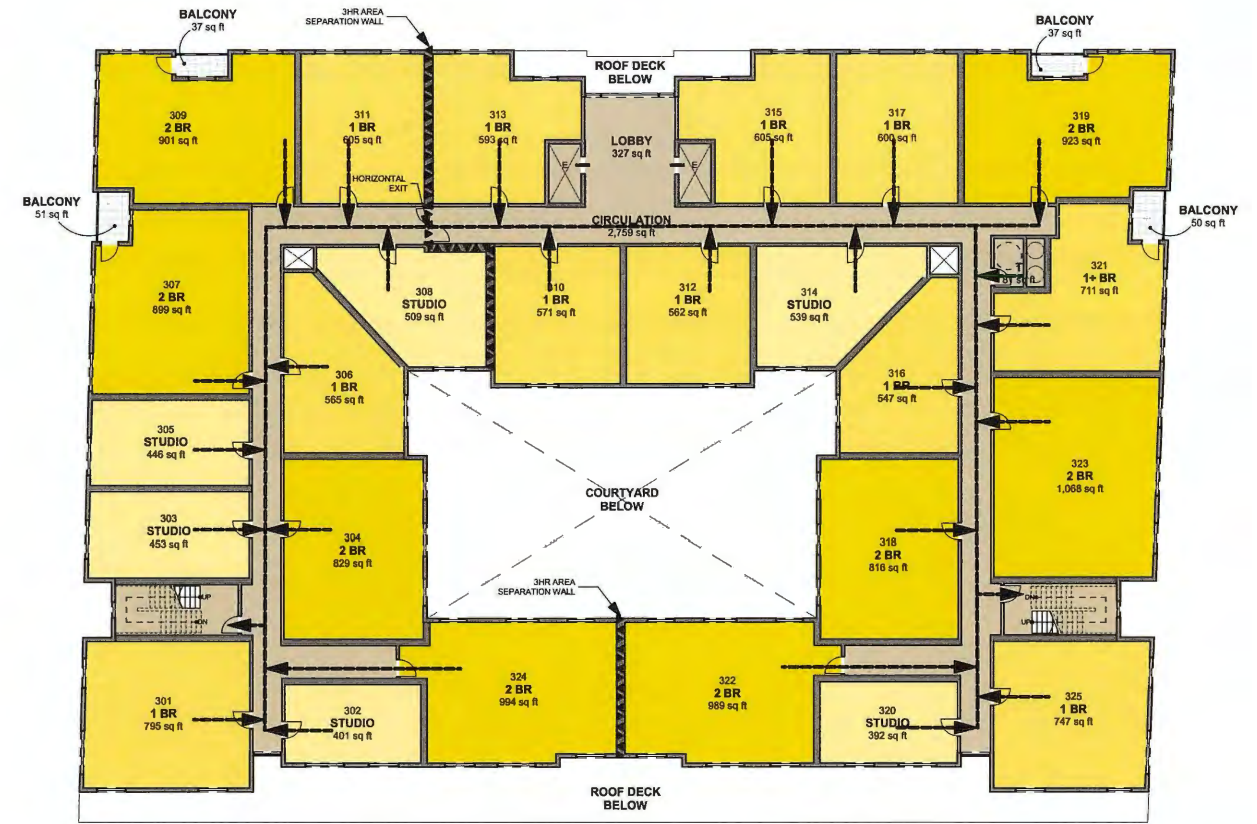
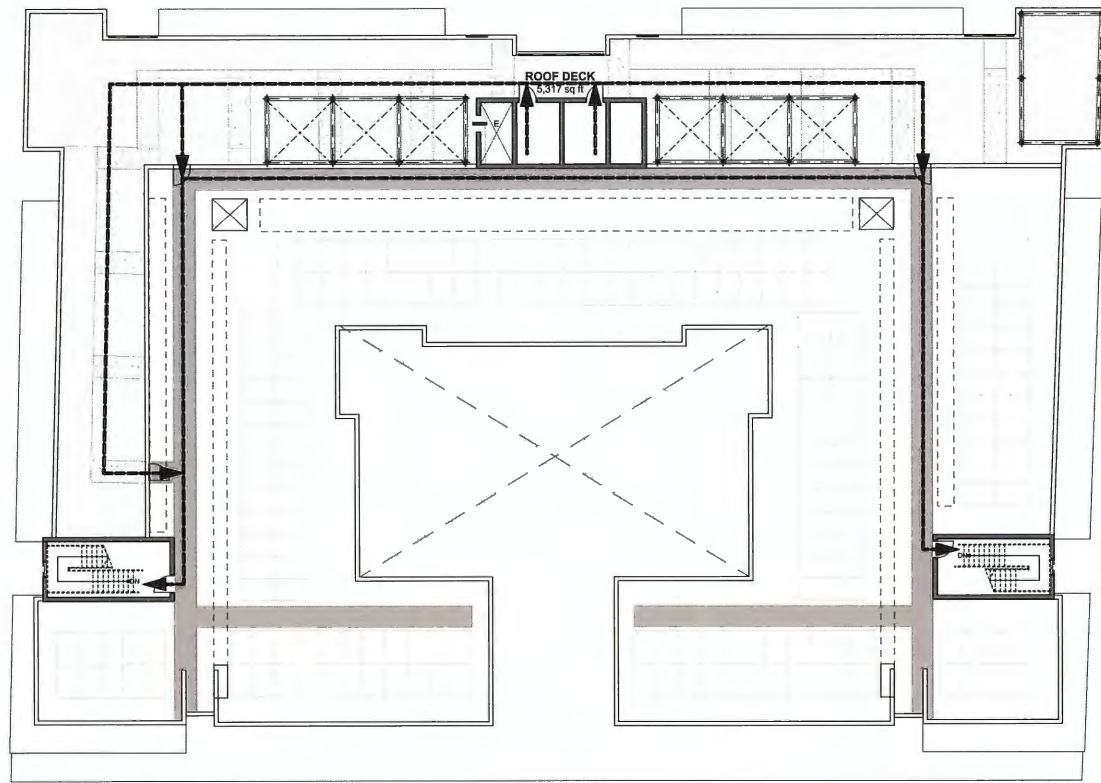
SCALE: 1 1/2" = 1'-0"



**I. MAIN BUILDING ENTRY**

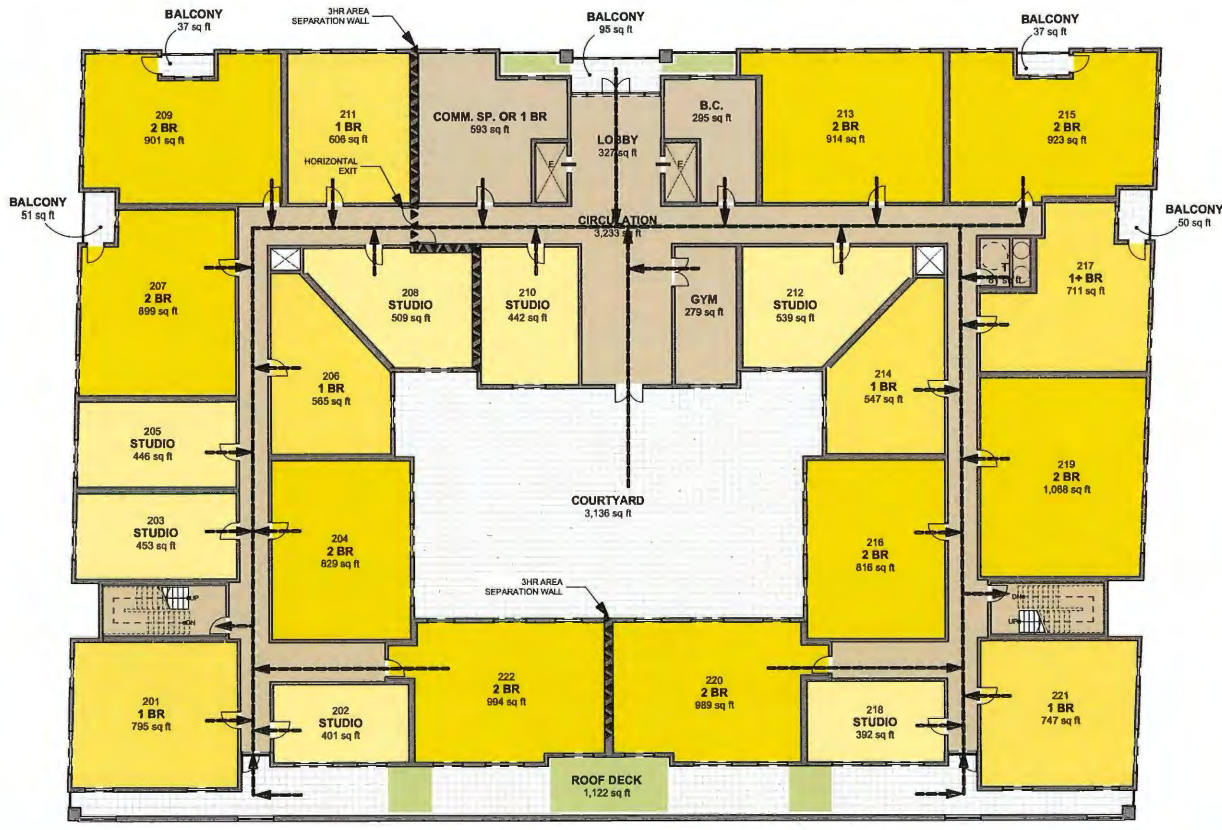
SCALE: 1/2" = 1'-0"

**A6.5**



**ROOF LEVEL EXITING**

SCALE: 1/16" = 1'-0"

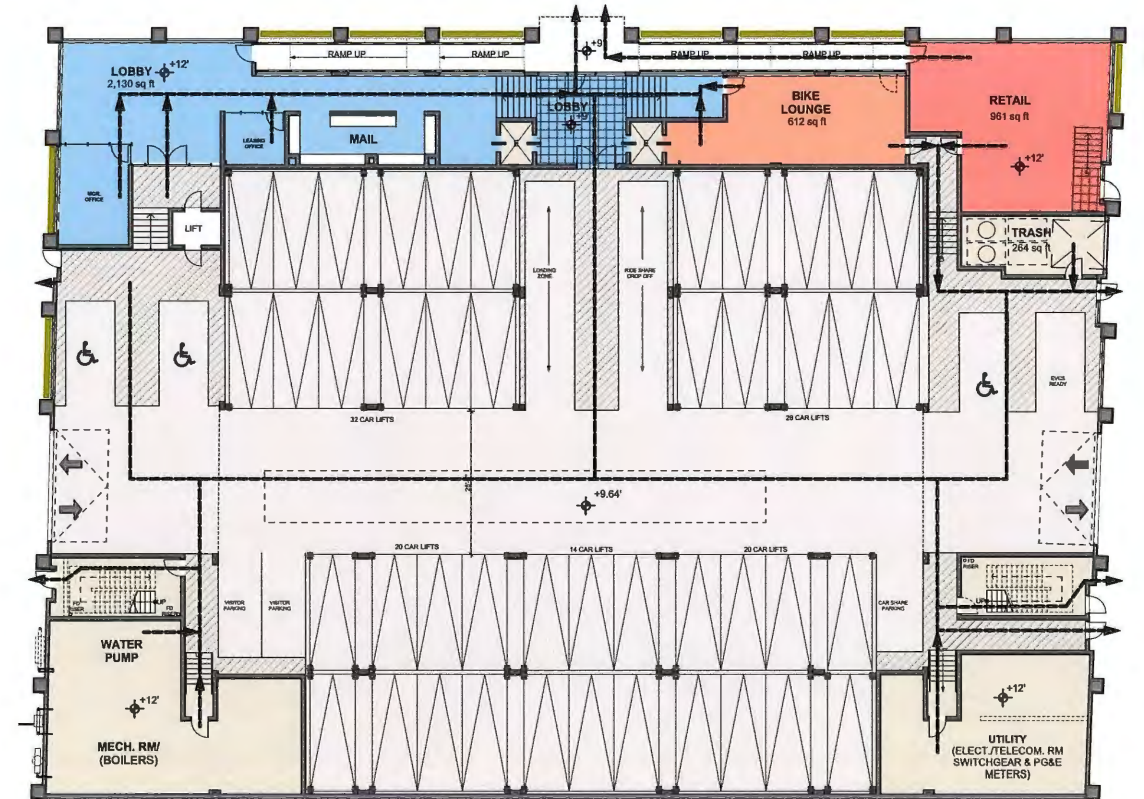


**2ND FLOOR EXITING**

SCALE: 1/16" = 1'-0"

**3RD FLOOR EXITING, 4TH-6TH SIM.**

SCALE: 1/16" = 1'-0"



**1ST FLOOR EXITING**

SCALE: 1/16" = 1'-0"





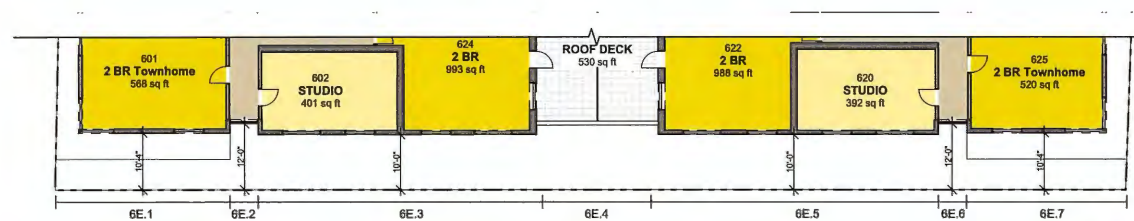


**SOUTH ELEVATION**

SCALE: 1/16" = 1'-0"

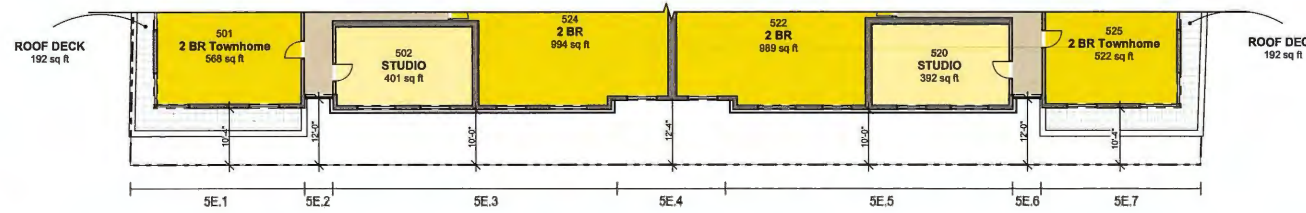
**6TH FLOOR**

SCALE: 1/16" = 1'-0"



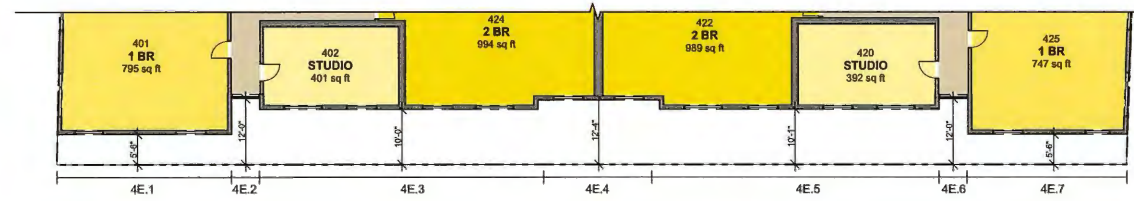
**5TH FLOOR**

SCALE: 1/16" = 1'-0"



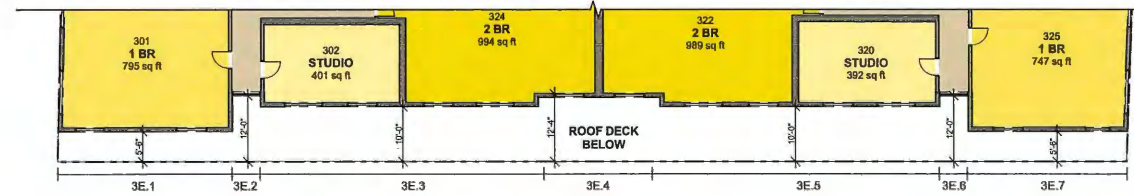
**4TH FLOOR**

SCALE: 1/16" = 1'-0"



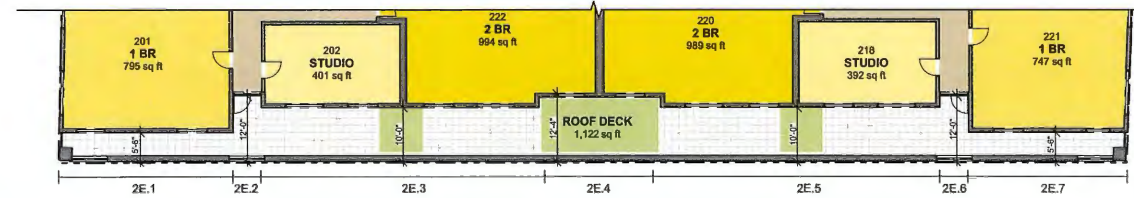
**3RD FLOOR**

SCALE: 1/16" = 1'-0"



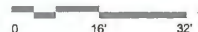
**2ND FLOOR**

SCALE: 1/16" = 1'-0"



**EXTERIOR WALL OPENINGS SOUTH ELEVATION (AGAINST MARIN COLOR)**

FLOOR	BLDG. WING DESIGNATION PER DIAGRAM	DISTANCE FROM PROPERTY LINE	ALLOWABLE AREA OF UNPROTECTED OPENINGS PER CBC TABLE 705.8	EXTERIOR WALL AREA	OPENINGS AREA	PERCENTAGE OF UNPROTECTED WALL OPENINGS
GROUND FLOOR	-	0'	0%		NO OPENINGS	0%
SECOND FLOOR	2E.1	5'-6"	25%	317.5 SQFT	79.0 SQFT	25%
	2E.2	12'-0"	45%	60 SQFT	21.0 SQFT	42%
	2E.3	10'-0"	45%	517.5 SQFT	162.6 SQFT	31%
	2E.4	12'-0"	45%	197.5 SQFT	71.5 SQFT	36%
	2E.5	10'-0"	45%	522.5 SQFT	162.6 SQFT	31%
	2E.6	12'-0"	45%	60 SQFT	21.0 SQFT	42%
	2E.7	5'-6"	25%	290 SQFT	72.6 SQFT	25%
THIRD FLOOR	3E.1	5'-6"	25%	317.5 SQFT	79.0 SQFT	25%
	3E.2	12'-0"	45%	60 SQFT	0 SQFT	0%
	3E.3	10'-0"	45%	517.5 SQFT	162.6 SQFT	31%
	3E.4	12'-0"	45%	197.5 SQFT	71.5 SQFT	36%
	3E.5	10'-0"	45%	522.5 SQFT	162.6 SQFT	31%
	3E.6	12'-0"	45%	60 SQFT	0 SQFT	0%
	3E.7	5'-6"	25%	290 SQFT	72.6 SQFT	25%
FOURTH FLOOR	4E.1	5'-6"	25%	317.5 SQFT	79.0 SQFT	25%
	4E.2	12'-0"	45%	60 SQFT	0 SQFT	0%
	4E.3	10'-0"	45%	517.5 SQFT	162.6 SQFT	31%
	4E.4	12'-0"	45%	197.5 SQFT	71.5 SQFT	36%
	4E.5	10'-0"	45%	522.5 SQFT	162.6 SQFT	31%
	4E.6	12'-0"	45%	60 SQFT	0 SQFT	0%
	4E.7	5'-6"	25%	290 SQFT	72.6 SQFT	25%
FIFTH FLOOR	5E.1	10'-3"	45%	275 SQFT	81.6 SQFT	30%
	5E.2	12'-0"	45%	60 SQFT	0 SQFT	0%
	5E.3	10'-3"	45%	517.5 SQFT	148.0 SQFT	29%
	5E.4	12'-4"	45%	197.5 SQFT	71.5 SQFT	36%
	5E.5	10'-3"	45%	522.5 SQFT	148.0 SQFT	28%
	5E.6	12'-0"	45%	60 SQFT	0 SQFT	0%
	5E.7	10'-3"	45%	253.3 SQFT	88.3 SQFT	35%
SIXTH FLOOR	6E.1	10'-3"	45%	302.5 SQFT	55.9 SQFT	18%
	6E.2	12'-0"	45%	65 SQFT	0 SQFT	0%
	6E.3	10'-0"	45%	569.3 SQFT	173.3 SQFT	30%
	6E.4	>30'-0"	NO LIMIT	- SQFT	- SQFT	-
	6E.5	10'-0"	45%	574.8 SQFT	173.3 SQFT	30%
	6E.6	12'-0"	45%	65 SQFT	0 SQFT	0%
	6E.7	10'-3"	45%	279.6 SQFT	104.3 SQFT	37%



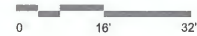
A8.0





**EAST ELEVATION – TAMALPAIS AVE**

SCALE: 1/16" = 1'-0"



**MATERIALS & SYSTEMS**

- 1 STUCCO – PAINTED
- 2 ALUMINUM STOREFRONT/WINDOWS OR VINYL WINDOWS
- 3 BRICK VENEER
- 4 CONCRETE BASE
- 5 METAL PANEL
- 6 METAL RAILING PAINTED
- 7 SIDING - HORIZONTAL & VERTICAL
- 8 STEEL TRELIS – PAINTED
- 9 METAL COPING
- 10 BIKE RACK
- 11 PLANTER CORTEN
- 12 CONCRETE OR STUCCO – PAINTED
- 13 METAL SUNSHADE

**COLORS**

- A KM5787 – PARISIAN CASHMERE
- B KM4562 – OYSTER HAZE
- C PAINTED METAL – BRONZE



**WEST ELEVATION – LINCOLN AVE**

SCALE: 1/16" = 1'-0"



**GENERAL NOTES**

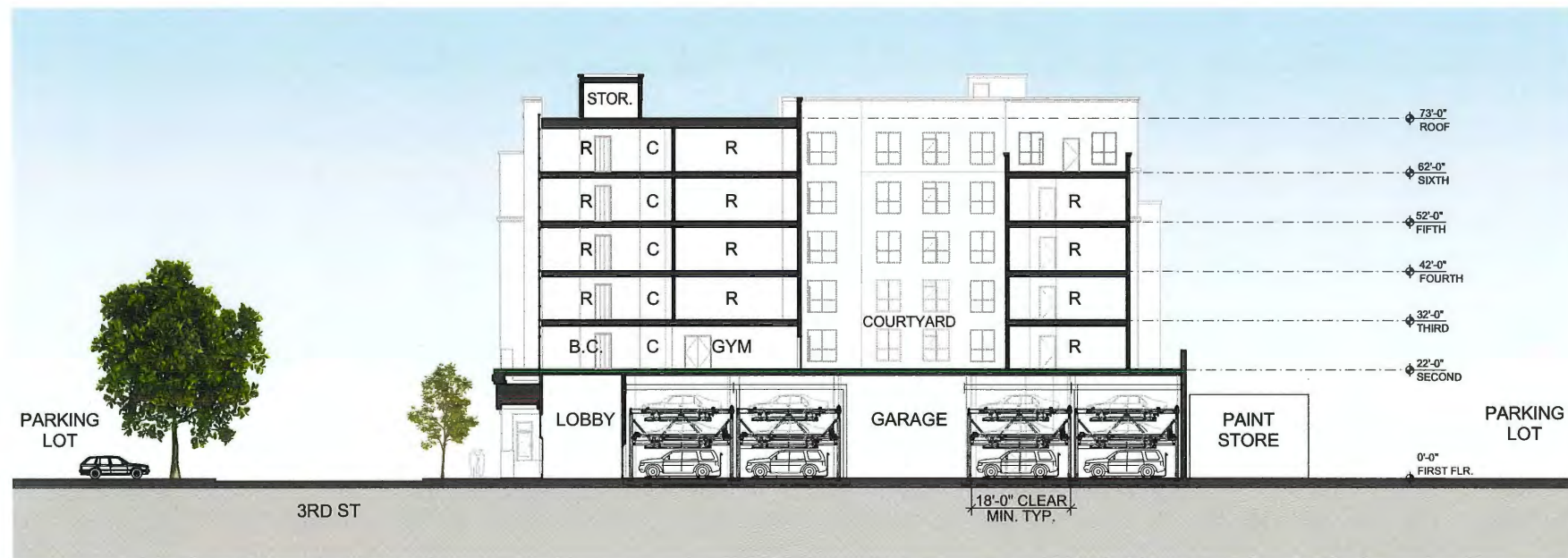
1. FEMA BASE FLOOD ELEVATION: 11'-0"  
FINISHED FLOOR ELEVATION: 12'-0"  
(PER CITY OF SAN RAFAEL, A MINIMUM OF 1 FOOT ABOVE FLOOD ELEVATION IS REQUIRED FOR ALL CRITICAL FACILITY SPACES.)
2. FINISHED FLOOR ELEVATION OF ALL INTERIOR AREAS EXCLUDING THE GARAGE, TRASH ROOM IS 1'-0" ABOVE SEA LEVEL AS REQUIRED BY CITY OF SAN RAFAEL.
3. ROOFTOP MECHANICAL EQUIPMENT CONCEALED AND NOT VISIBLE FROM STREET LEVEL.

A10.0



**BUILDING SECTION - 3RD ST**

SCALE: 1/16" = 1'-0"



**BUILDING SECTION - TAMALPAIS AVE**

SCALE: 1/16" = 1'-0"



A11.0



METAL PANEL AND METAL COPING TO MATCH STOREFRONT – BRONZE

ALUMINUM THERMAL BREAK WINDOWS OR VINYL WINDOWS WITH SIMULATED METAL FINISH

METAL PANEL TO MATCH STOREFRONT FINISH AT EACH FLOOR LEVEL

HORIZONTAL CEMENT SIDING, PAINTED

METAL COPING

METAL PANEL AT MARQUEE ENTRY

METAL LETTERING WITH ACCENT LIGHTING

LOBBY STOREFRONT FACADE ALUMINUM STOREFRONT – BRONZE

DETAIL SECTION 3: THROUGH ENTRY LOBBY



METAL PANEL AND METAL COPING TO MATCH STOREFRONT

ALUMINUM THERMAL BREAK WINDOWS OR VINYL WITH SIMULATED METAL FINISH

STUCCO BODY – LIGHT

STUCCO BODY – DARK

METAL EMBOSSED PANEL BETWEEN WINDOWS TO MATCH WINDOW FINISH

METAL COPING

ALUMINUM STOREFRONT – BRONZE

LIGHT FIXTURE: LAZER CUT OR PERFORATED METAL TO MATCH RAILING PATTERN

CONCRETE BASE (POTENTIAL EXTERIOR STUCCO COAT)

DETAIL SECTION 2: THROUGH BALCONY



STEEL FRAME ROOF DECK SPACE

METAL COPING

HORIZONTAL SIDING, PAINTED

METAL SUNSHADE

ALUMINUM OR VINYL WINDOW SYSTEM

METAL OR PRECAST CAP/TRIM

METAL RAIL: LAZER CUT PATTERN, PAINTED

STUCCO BODY – LIGHT

METAL COPING

METAL EMBOSSED PANEL BETWEEN WINDOWS TO MATCH WINDOW FINISH

STUCCO BODY – DARK

ALUMINUM THERMAL BREAK WINDOWS OR VINYL WITH SIMULATED METAL FINISH

METAL COPING

BRICK VENEER ON CONCRETE & METAL FRAMING

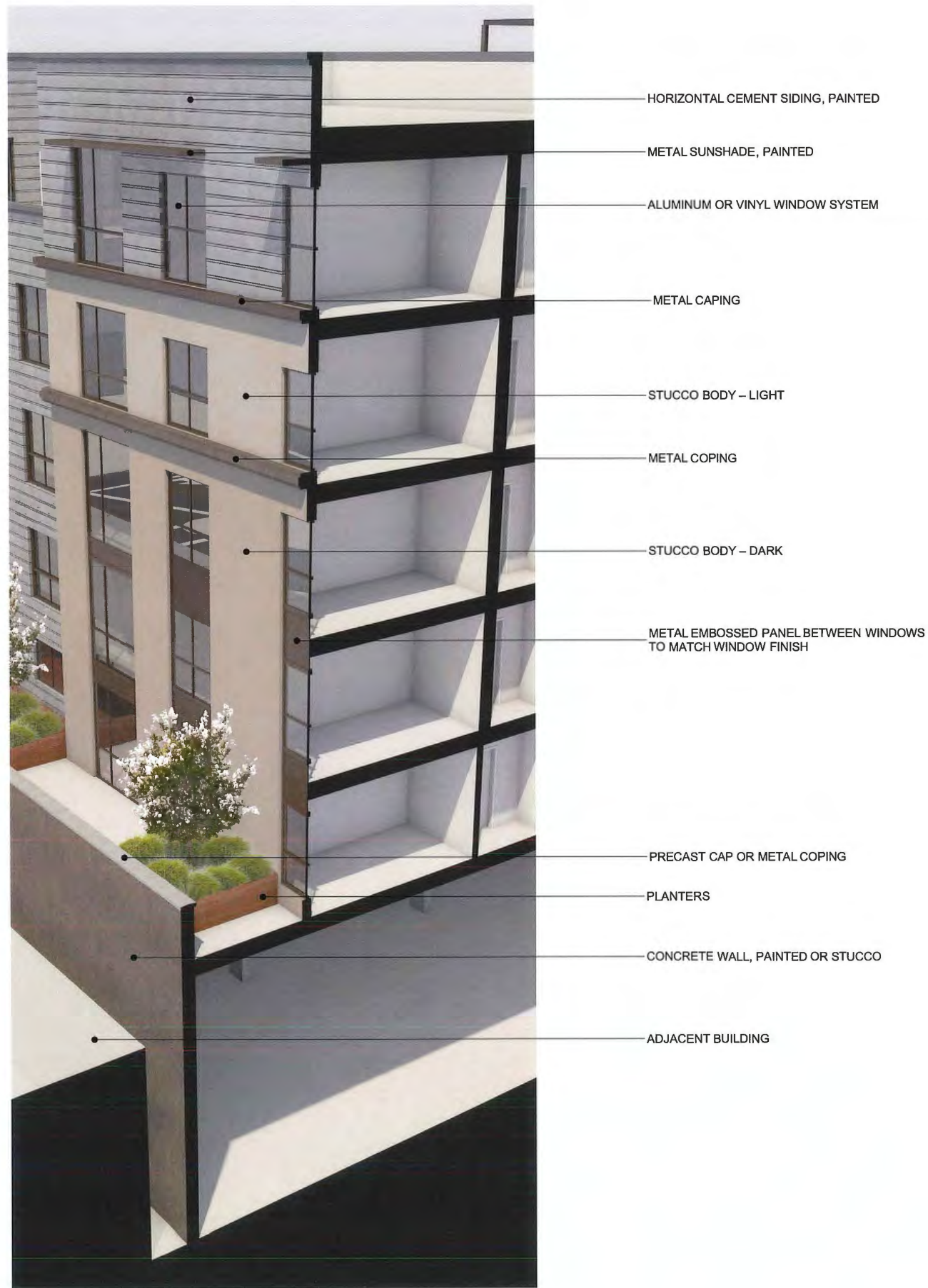
LIGHT FIXTURE: LAZER CUT OR PERFORATED METAL TO MATCH RAILING PATTERN

ALUMINUM STOREFRONT – BRONZE

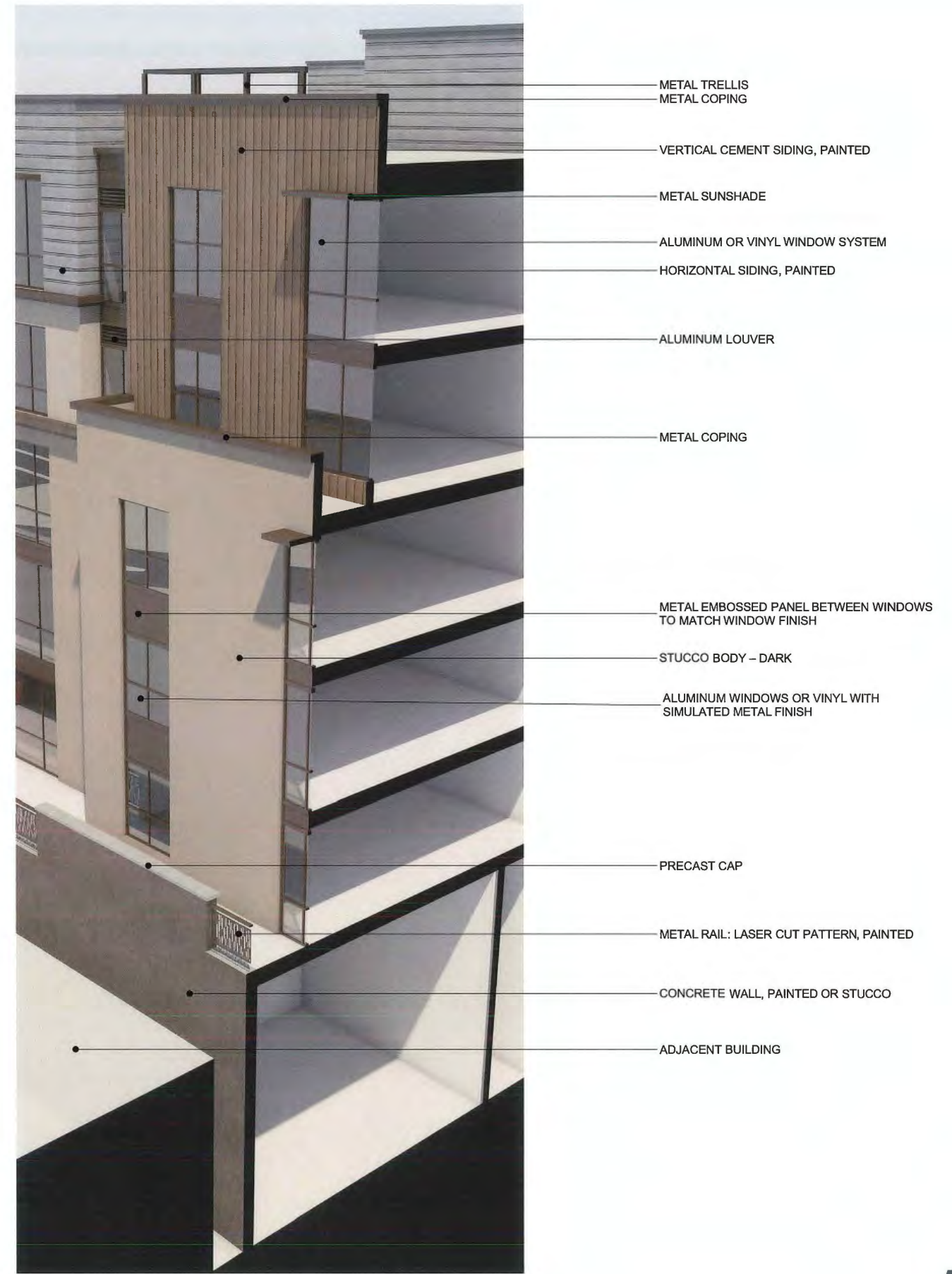
CONCRETE BASE (POTENTIAL EXTERIOR STUCCO COAT)

DETAIL SECTION 1: THROUGH CORNER

A12.0



DETAIL SECTION 5: THROUGH REAR FACADE



DETAIL SECTION 4: THROUGH REAR CORNER

A12.1



**1** VIEW FROM LINCOLN AVENUE



**4** VIEW FROM 2ND STREET & LINCOLN AVENUE



**SITE PLAN**



**2** VIEW DOWN 3RD STREET FROM TRANSIT CENTER



**5** VIEW FROM 3RD STREET LOOKING EAST TOWARDS FREEWAY



**3** VIEW FROM LINCOLN AVENUE LOOKING TOWARDS 2ND STREET



**6** VIEW FROM ELEVATED HWY 101



**7** VIEW FROM 3RD STREET & TAMALPAIS AVENUE

**A13.0**

# 703 3RD STREET | VIEWS BEFORE

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC



A14.1

**703 3RD STREET | VIEW 1 – FROM LINCOLN AVENUE**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**





AI4.2

**703 3RD STREET | VIEW 2 – DOWN 3RD STREET FROM TRANSIT STATION**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



A14.3

**703 3RD STREET | VIEW 3 – FROM LINCOLN AVENUE LOOKING TOWARD 2ND STREET**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



A14.4

**703 3RD STREET | VIEW 4 – FROM 2ND STREET & LINCOLN AVENUE**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



A14.5

**703 3RD STREET | VIEW 5 – FROM 3RD STREET LOOKING EAST TOWARDS FREEWAY**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



A14.6

**703 3RD STREET | VIEW 6 – FROM ELEVATED HWY 101**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



A14.7

**703 3RD STREET | VIEW 7 – FROM THIRD STREET & TAMALPAIS AVENUE**

SAN RAFAEL, CA | 8/15/2019 | 703 THIRD STREET ASSOC. LLC

**VAN METER  
WILLIAMS  
POLLACK <sup>LLP</sup>**



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: LIBRARY AND RECREATION**

**Prepared by: Susan Andrade-Wax,  
Library and Recreation Director**

**City Manager Approval:** \_\_\_\_\_

**TOPIC: NEW LIBRARY FACILITIES PLANNING STUDY**

**SUBJECT: INFORMATIONAL REPORT AND RECOMMENDATIONS ON THE SAN RAFAEL PUBLIC LIBRARY FACILITIES PLANNING STUDY**

**RECOMMENDATION:**

Accept report and provide direction on staff recommendations for follow-up actions.

**BACKGROUND:**

The original Downtown Library opened at its current location on January 9, 1909. As early as 1915, the Library Trustees reported that “The Library has outgrown its book space, and further accommodation is required,” (“Library Trustees Report to Council.” Marin Journal, Volume 53, Number 33. August 19, 1915.) In the late 1950s, local architect Gordon A. Phillips was hired to design a 6,000 square foot addition that would more than double the library’s size. The expanded library was dedicated on February 28, 1960.

San Rafael quickly outgrew the first library expansion and the next step was to enclose the parking area under the 1960s addition. When the new space opened in 1976, library director Vivian R. Smith called it a “short-term solution to a long-growing need for more library space.” The Pickleweed Library branch opened as part of the Albert J. Boro Community Center in July 2006, providing an additional 2,000 square feet of library space to serve East San Rafael.

Service and Facilities Vision Report by Group 4

The most recent evaluation of library space and service needs in San Rafael was conducted by Group 4 Architects in 2017. The needs assessment, titled “[San Rafael Public Library Service and Facilities Vision](#)” (Facilities Vision Report), collected information and community input about existing library services and facilities, gathered community projections and priorities and completed an analysis of space needs and site requirements to plan for the future.

The Facilities Vision Report found that the Downtown Library facility had substantial weaknesses in the areas of safety and access, building systems, architectural issues and functionality. The primary challenge identified for the Pickleweed Library facility was its insufficient size.

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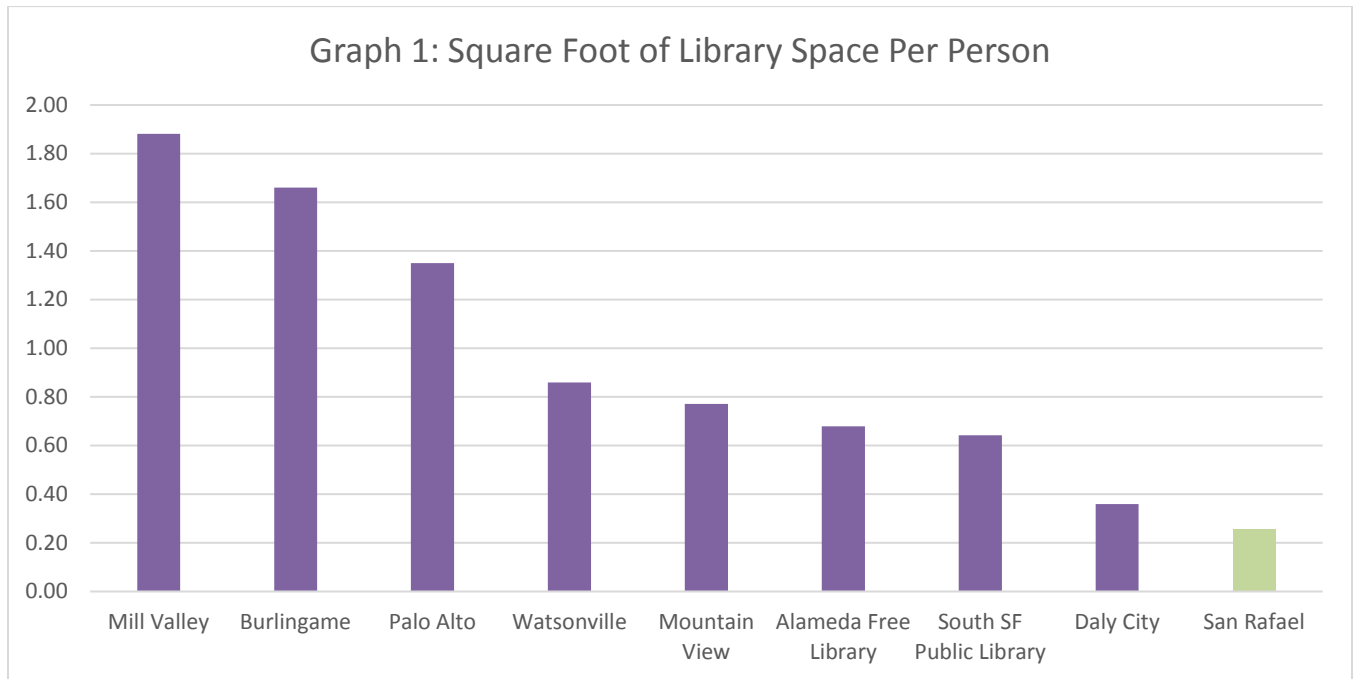
**FOR CITY CLERK ONLY**

**File No.:** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

At the time of the Facilities Vision Report, the San Rafael libraries provided 14,500 square feet of library service space. According to library industry standards presented in the report and based on San Rafael's population today, the City should have 40,000-45,000 square feet of library service space. Looking twenty (20) years into the future, Group 4 recommended 45,000-50,000 square feet, assuming an 8-percent population growth rate for the City. Graph 1<sup>1</sup> shows the amount of library space in square feet per person for a selection of California cities of comparable size to San Rafael.



The Facilities Vision Report also included a community survey, funded by the San Rafael Public Library Foundation. This survey revealed citywide demand for an expanded Downtown Library, value in the idea of a Terra Linda Branch Library, strong local support for the Pickleweed Branch Library, a need for parking to accommodate a mobile population, a general demand for technology access, demand for collaborative spaces and resources and an interest in the preservation/reuse of the existing Downtown Library building for another civic purpose.

As a result of the Facilities Vision Report, the City commissioned two additional studies, which were both conducted by Noll & Tam Architects.

**Existing Facilities Report by Noll & Tam**

One of the studies evaluated the current state of the Carnegie Library and provided a cost estimate of addressing the identified weaknesses in the areas of safety and access, building systems, architectural issues and functionality. The [“Existing Facilities Report”](#) identified the scope of work necessary for the downtown facility to remain operational and code compliant for at least five years. The report identified five (5) primary scopes of work that would need to be addressed. These included waterproofing the building, electrical life safety updates, plumbing and ADA compliance, carpentry code upgrades and additional remedial construction. The report estimates that, if all construction was done in a single phase,

<sup>1</sup> Adapted from Noll & Tam’s [“San Rafael Public Library Facilities Planning Study”](#).



**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3**

the total cost would be approximately \$1.77 million to make the current downtown facility operational and code compliant. If the construction is completed in phases, the cost would be approximately \$2.39 million.

**Facilities Planning Study by Noll & Tam**

The initial goal of the other study conducted by Noll & Tam was to establish a range and prioritization of options for the City to consider when establishing goals for new library facilities. The process and results of this study are the focus of the remainder of this staff report.

The "[Facilities Planning Study](#)" conducted a top view building plan (a bird's eye view of what a footprint would look like for building, grounds, parking) with land acquisition, capital and cost estimates for the following:

- Three potential sites for the Downtown Library
- An expanded Pickleweed branch
- Three potential sites for a new Terra Linda branch library

In January 2018, City Council authorized the City Manager to execute an [agreement with Noll & Tam](#) to conduct this study. After initial meetings between City staff and Noll & Tam, an expanded New Library subcommittee was formed. The subcommittee was comprised of Vice Mayor McCullough and Councilmember Bushey, as well as representatives from the Library Board, the Library Foundation and City staff. This subcommittee met to review the preliminary findings from Noll & Tam and continued to meet throughout the study period to discuss the ongoing process. In December 2018, during Noll & Tam's community outreach process, the Library opened a pop-up location at the Northgate Mall that added 3,000 square feet of library space.

Between June 2018 and May 2019, Noll & Tam hosted three sets of public meetings to solicit community input on the location options and building plans. The below table summarizes the locations, dates and participation at the public meetings.

<b>Dates</b>	<b>Locations</b>	<b>Total Participants</b>
<b>First Set of Community Meetings</b>		
June 26, 2018 June 28, 2018 June 30, 2018	Terra Linda Community Center City Council Chambers Albert J. Boro Community Center	>50
<b>Second Set of Community Meetings</b>		
October 16, 2018 October 18, 2018 October 20, 2018	Terra Linda Community Center San Rafael Community Center Albert J. Boro Community Center	>60
<b>Third Set of Community Meetings</b>		
April 27, 2019 April 30, 2019 May 2, 2019	Albert J. Boro Community Center Terra Linda Community Center City Council Chambers	<40

Based on the community input, Noll & Tam developed building plans and cost models for a Pickleweed expansion, three (3) location options for North San Rafael/Terra Linda and three (3) locations for downtown San Rafael.

**ANALYSIS:**

As this report is informational, there is no staff recommendation for formal action. However, staff has developed a series of initial recommended actions based on the findings from the “Facilities Planning Study” for the City Council to review, consider and provide direction. The findings of the study and staff recommendations for each of the three sites are provided below.

**Pickleweed Expansion Findings**

Through the public meetings, Noll & Tam identified significant support for the largest possible expansion of the Pickleweed Branch, without encroaching on the existing playground and recreational features. Community members highlighted the need for senior programming space, a children’s area, a teen space and emphasized the importance of flexible spaces. The option recommended by Noll & Tam included adding 5,000 square feet of new library space and thirty-six (36) new parking spaces for an estimated cost of \$7.4 million and a total of 7,000 square feet of library space.

Initial Staff Recommendation:

While the expansion recommended by Noll & Tam provides the greatest square footage of the options explored in the study, it requires building over the current barbeque and picnic area. This area was highlighted by community members as an important resource that should be retained. Additionally, at the time of the study, the Library and Community Services departments had not yet merged. With the merger of the new Library and Recreation department, there may be possibilities of greater collaboration and expansion within the adjacent Albert J. Boro Community Center. This shared use is particularly appropriate as the Albert J. Boro Community Center programming is largely free or low cost in a way that aligns with Library offerings. Staff recommends that the City explore options for expanding the Pickleweed Library within the existing Community Center/Library footprint, rather than expanding the building footprint.

**Terra Linda Branch Findings**

In North San Rafael/Terra Linda, Noll & Tam focused on three potential sites: the Northgate Mall, Miller Creek School District and the Terra Linda Community Center. In December 2018, the Library opened a pop-up location at the Northgate Mall. The pop-up library has added 3,000 square feet of library space without increased staffing costs and almost no additional monthly costs due to a partnership with the Marin County Free Library. Additionally, the pop-up has been popular and received positive feedback from the community.

As a result of the pop-up experience, Noll & Tam recommended pursuing opportunities to secure a larger site within the Northgate Mall as the most cost-effective option. They predict that the City could increase their square footage by up to 11,000 for an estimated \$1-5 million.

Initial Staff Recommendation:

As the Northgate Mall pop-up has successfully expanded library services to the Terra Linda community with minimal cost, staff recommends that the City continue to operate the Northgate Mall as an ongoing branch location. Staff will also continue to explore cost effective expansion options within the Northgate Mall.

**Downtown Library Findings**

Through the planning process, Noll & Tam identified three (3) potential downtown sites: expansion of the current Carnegie facility, a new facility at Boyd Park and a renovated joint community center and library at Albert Park (the current San Rafael Community Center facility on B Street). Critical components of the downtown library include the need for a central location that is approachable by car, transit, bicycle or on

foot. Additionally, Noll & Tam identified a strong community desire to maintain the Carnegie building, whether used as a library or for another civic purpose.

In addition to the public meetings conducted by Noll & Tam, the San Rafael Public Library Foundation funded a community survey conducted by the OSR Group to elicit feedback on the three downtown library options. The survey was conducted in English and Spanish from May 8 to 21, 2019 and elicited 1,057 responses. The results of the survey are summarized below and also available on the San Rafael Public Library Foundation's website at: <http://srplf.org/surveyresults.pdf>.

*Carnegie Remodel (Current location):* The proposed Carnegie remodel would result in 27,000 square feet of library facility for an estimated cost of \$34 million. This would preserve the original 1909 Carnegie and would include a three-story addition and a parking deck over existing City Hall parking. The OSR Group survey found that 51% of respondents preferred an expansion of the existing facility.

*Boyd Park:* The new facility at Boyd Park would result in 20,000 square feet of library space for an estimated cost of \$23 million. This facility would include some underground parking and would require demolition of the existing tennis court. Potential challenges to this site include limits to the size (adjacent historic building and heritage trees) as well as traffic issues and safe pedestrian access. The OSR Group survey found that 13% of respondents preferred the Boyd Park location.

*Albert Park:* The renovated facility at Albert Park would result in 26,000 square feet of library space, 17,700 square feet of community center space and would cost an estimated \$43 million. The Albert Park option would maintain the same amount of community meeting space as the current San Rafael Community Center while preserving the existing ornamental garden, increasing parking in the area and improving outdoor space for the Parkside Children's Center. It would also provide a unique opportunity for collaborative recreational and library programming. The primary community concerns related to the Albert Park option include safety and inconvenience. The OSR Group survey found that 24% of respondents preferred the Albert Park location.

*Other Considerations:* If either the Boyd Park or Albert Park location were selected, the City would need to create a re-use plan for the existing Carnegie site. If the Carnegie location is selected, the City would need to create a displacement plan for the Downtown Library.

**Initial Staff Recommendation:**

While community support for the current location is high, staff believes that the Albert Park option provides a greater benefit to the community and greater opportunities for innovative and forward-looking services. The City's ability to maintain multiple community-serving buildings in many separate locations is limited. Selecting a site other than the current location does not indicate a lack of desire to retain the Carnegie building. Staff suggests creating a re-use plan for the Carnegie that focuses on community/civic use so that it continues to serve the San Rafael community.

Staff is recommending that the City further explore the Albert Park option by using funds from the Measure C Parcel Tax Capital Set-Aside Fund Balance to create a conceptual design for a joint library and community center at Albert Park.

In addition, staff would begin to identify and evaluate funding strategies, not just for the Albert Park site but for possible costs at Pickleweed or Terra Linda as well. The following chart summarizes what the future square footages could be given the above recommendations.

<b>Facility</b>	<b>Current Square Footage</b>	<b>Possible Future Sq.Ft</b>
Downtown Library	12,500 (Carnegie)	26,000 (Albert Park)
Northgate Mall Branch	3,000	3,000-11,000
Pickleweed Branch	2,000	3,000-7,000
<b>TOTAL</b>	<b>17,500</b>	<b>32,000-44,000</b>

**FISCAL IMPACT:**

This item is an informational report, which has no direct fiscal impact on the City. The fiscal impact of subsequent projects or studies resulting from this discussion will be assessed and determined on a case-by-case basis.

**OPTIONS:**

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

1. Accept report and provide feedback and direction to staff as listed below:
  - a. Explore options for expanding the Pickleweed Library within the existing Community Center/Library footprint.
  - b. Continue to operate the Northgate Mall as an ongoing branch location and explore cost effective expansion options within the Northgate Mall.
  - c. Create a conceptual design for a joint library and community center at Albert Park for the Downtown Library.
  - d. Begin to identify and evaluate funding strategies.
2. Do not accept the report.
3. Provide alternative direction and direct staff to return with more information.

**RECOMMENDED ACTION:**

Accept report and provide direction on initial staff recommendations for follow-up actions.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Digital Service & Open Government

Prepared by: Rebecca Woodbury,  
Director

City Manager Approval: \_\_\_\_\_

**TOPIC: INFORMATION TECHNOLOGY SERVICES AGREEMENT**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICE AGREEMENT WITH ADDENDUM WITH XANTRION, INC FOR INFORMATION TECHNOLOGY SERVICES FROM NOVEMBER 1, 2019 THROUGH OCTOBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$987,000**

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to execute an agreement with Xantrion, Inc. for information technology services in an amount not to exceed \$987,000.

**EXECUTIVE SUMMARY:** From 2010 until 2019, the City has relied on a staff augmentation model supported by five separate vendors to provide a wide range of technology support services. Over time, this model has led to structural problems, resulting in inefficient and inconsistent service, as well as a limited capacity for strategic planning and work efforts, while facing increased technical demands (especially cybersecurity). Staff recommends shifting from a staff augmentation model to a consolidated managed service model, where all technology support services are provided by one vendor. This transition is intended to move the City from a reactive support model to a proactive one by improving overall technical support coverage for the City of San Rafael, increasing network security and training, improving the customer service experience, and freeing up City employees to focus on strategic initiatives and citywide technology governance.

**BACKGROUND:** Over the last decade, as the City's reliance on technology increased, the City's Information Technology (IT) Division's response to the demand was through a staff augmentation model of contractor support. Last year, the staffing model included five City employees, two part-time interns, and 14 part-time contractors (7.6 FTE) from five different support vendors (Figure 1).

In December 2018, the City retained a third-party consultant to conduct a day-to-day operations assessment of the IT Division. The findings from the assessment include the following:

1. The staff augmentation model has an inherent structural problem, creating inefficient and inconsistent service levels.

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**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

2. Business-hour coverage (Monday through Friday, 8:30 a.m. to 5 p.m.) is insufficient to fully support all City operations as City business is conducted on weekends and evenings and Public Safety operates 24 hours per day, 7 days a week. While some technology support can be scheduled during normal business hours, real-time support is needed for immediate issues.
3. The in-house solution to technical support has provided no economies of scale and staff are consumed with day-to-day issues, limiting the Division's capacity for strategic leadership.
4. The burden of individual performance management and coordination of people is on the City, rather than the vendors.
5. Economic incentives with the vendors are not aligned with the City to streamline operations or reduce ticket volume through preventive and proactive actions.
6. Multiple vendors create hurdles to team cohesion.
7. The current staffing model relies on a limited number of people who are trained to respond to network outages making the Citywide network more vulnerable to downtime and security threats.

**Information Technology Division**  
Organizational Chart - December 2018

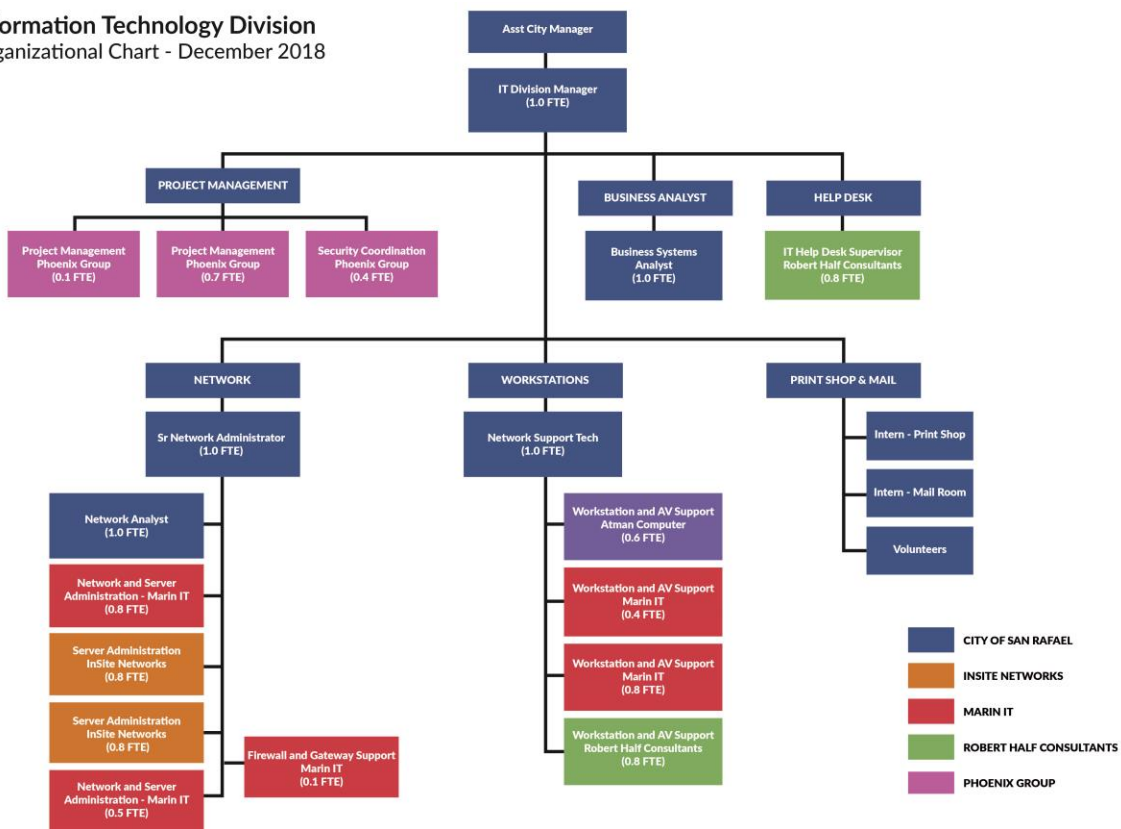


Figure 1

The long-term effects of the staff augmentation approach have led to inconsistent quality of service and a lack of trust that technical support can manage and solve issues in a timely manner.

A recent customer satisfaction survey (with 87 respondents) was conducted in August 2019. The average score for overall satisfaction with technical support was 64/100, with 55% of respondents saying they would recommend the City's technical support services. The two most common themes according to the survey are a desire for increased service speed and improved quality of service.

**ANALYSIS:** Staff recommends replacing the staff augmentation model of technical and network support with consolidated technology support through one full-time managed service provider. This transition will

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3**

redirect costs currently diverted to multiple vendors to a single service provider. The main benefits of this approach include:

1. Economies of scale allow for staff specialization and technology investments that would not be cost-effective for the City to pursue alone. A broad client base builds a breadth of knowledge not achievable by staff working in one organization.
2. The vendor has an economic incentive for preventive and proactive action to address root problems and reduce ticket volume and overall cost to the company.
3. City employees will be able to shift their time and focus towards strategic initiatives, technology governance, and project management.

Below is a comparison of the roles and responsibilities under staff augmentation versus managed service models. The table shows a shift in responsibility from the City to the vendor under the managed service model.

<b>Staff Augmentation</b>	<b>Vendor</b>	<b>City</b>	<b>MSP</b>	<b>Vendor</b>	<b>City</b>
Recruiting, HR, Payroll	√		Recruiting, HR, Payroll	√	
Task assignment		√	Task assignment	√	
Performance Mgmt.		√	Performance Mgmt.	√	
Training / Skill building	√	√	Training / Skill building	√	
Process & System documentation		√	Process & System documentation	√	
Process Improvement		√	Process Improvement	√	
Help Desk system		√	Help Desk system	√	
Reporting & Analysis		√	Reporting & Analysis	√	
Network monitoring		√	Network monitoring	√	
Vendor Management		√	Vendor Management		√

In May 2019, the Department of Digital Service and Open Government published a Request for Proposals and assembled an evaluation team with representatives from the Police, Fire, Library & Recreation, and Public Works departments. The City received 8 proposals. At the end of the evaluation process, Xantrion (from Oakland, CA) was selected as the preferred vendor to partner with the City by providing the following services:

- Technical support (“help desk”)
- Network, server, and database administration
- Equipment purchasing
- User account management
- Data backup and recovery
- Network monitoring and security

These services would be provided on for a one-year term at a cost of approximately \$82K per month, or \$977K annually. The price is based on the number of computer systems, network devices and mobile devices (see Attachments 2 and 3). Staff recommends a \$10K contingency for unforeseen increases in devices.

Under this new managed service model, we expect annual costs to be less and service delivery to be better. The proposed support model will lead to improved service delivery through staff specialization

(higher quality support and security), a deeper bench of support resources (faster resolution of issues), and more robust analysis, monitoring, and security support (Figures 2 and 3).

**Technology Support Comparison**  
**Staff Augmentation vs. Managed Service Provider**

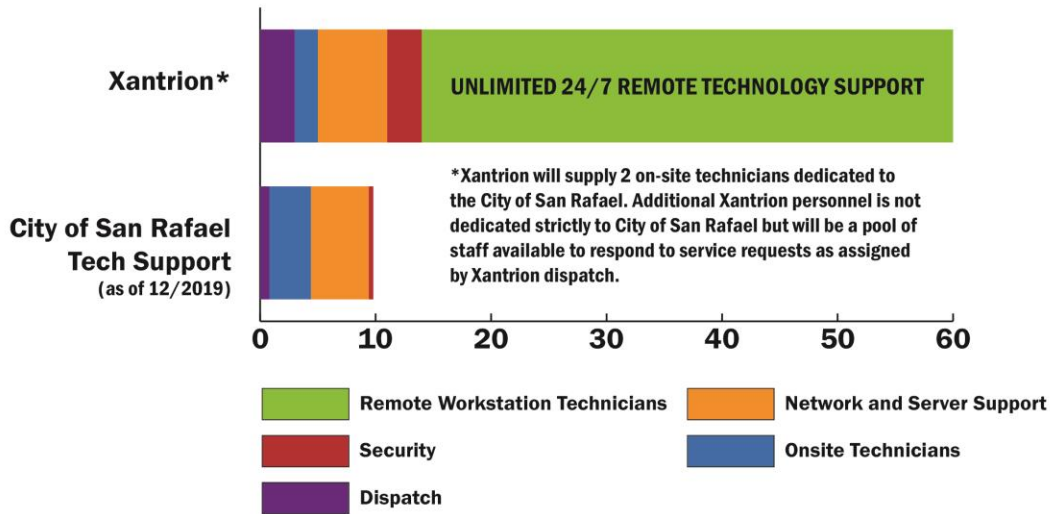


Figure 2

**Digital Service and Open Government**  
 Organizational Chart - Proposed November 2019

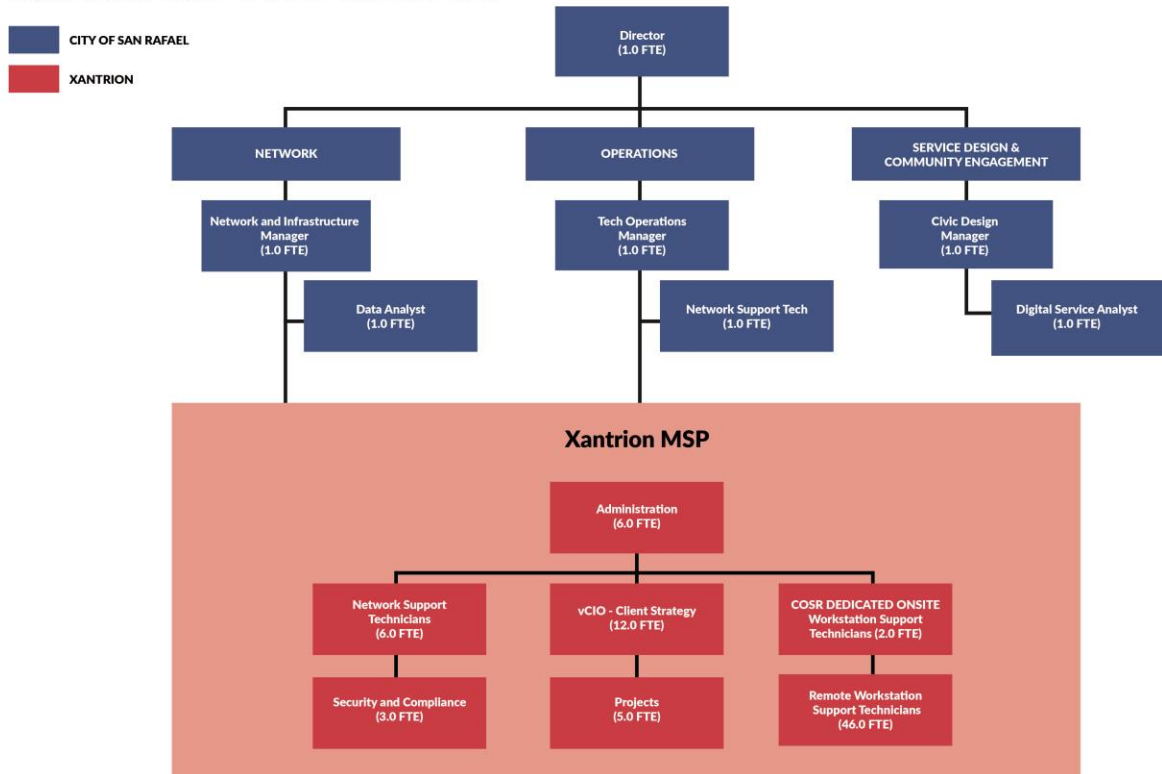


Figure 3



For the past two years (FY 17/18, 18/19), the City’s IT division spent on average \$1.1 million annually on similar services to what the proposed managed service provider will provide. The average breakdown of this total cost per vendor is 36 percent with Insite Networks, 29 percent with MarinIT, 18 percent with Robert Half Consultants, 8 percent with the Phoenix Group, 7 percent with Atman Computers, and 2 percent for various software systems to support operations (Figure 4).

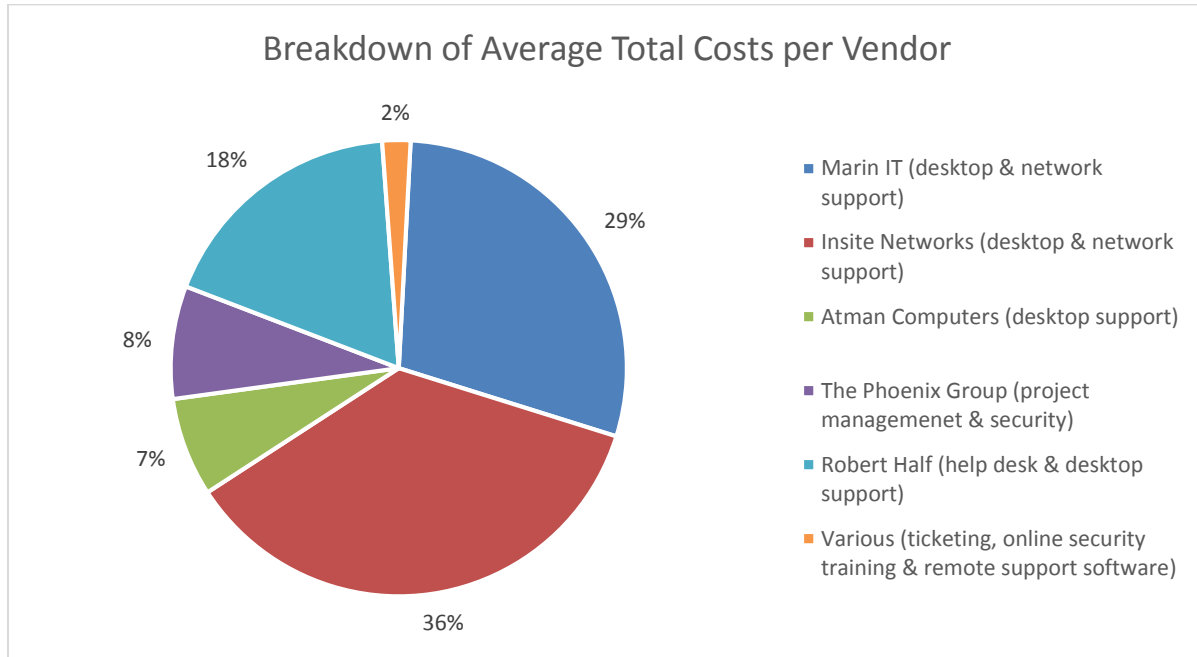


Figure 4

**FISCAL IMPACT:** The total amount of the proposed agreement is \$987,000 however the estimated cost from November 1, 2019 to June 30, 2020 is \$661,000. This includes a \$10,000 contingency for unforeseen increases in our device counts that could increase monthly costs. The funds were appropriated through the FY 19-20 budget and planned to fund 4 different vendors for similar support services. These agreements terminate October 31, 2019. The funds would be redirected to fund this one single vendor under this new contract. Funds are available in the Technology Fund (fund no. 601).

Future years are anticipated to cost the City approximately \$977,000 per year, which is less than the City has been currently spending for such services, and the new service level will be superior to the past.

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

1. Adopt resolution as recommended by staff.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute an Agreement with Xantrion, Inc for information technology services from November 1, 2019 through October 31, 2020 in an amount not to exceed \$987,000.

**ATTACHMENTS:**

1. Resolution

2. General Service Agreement
3. Addendum to General Service Agreement (Scope of Services)

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICE AGREEMENT WITH ADDENDUM WITH XANTRION, INC., FOR INFORMATION TECHNOLOGY SERVICES FROM NOVEMBER 1, 2019 THROUGH OCTOBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$987,000**

**WHEREAS**, the City of San Rafael requires on-going technical assistance with the administration and support of its technology systems in order to maintain their operational effectiveness and respond to departments' requests for services ("information technology services"); and

**WHEREAS**, Xantrion, Inc. ("Xantrion") is an experienced provider of managed information technology services and is willing to provide information technology services to the City; and

**WHEREAS**, the City desires to enter into an agreement with Xantrion to provide information technology services to the City for a one-year term beginning November 1, 2019 and ending October 31, 2020; and

**WHEREAS**, City funds in the amount of \$661,000 are budgeted and available for expenditure in the FY 2019-20 Department of Digital Service & Open Government's operating budget as follows: Technology Fund (\$661,000); and

**WHEREAS**, City funds in the amount of \$326,000 are planned for inclusion in the FY 2020-21 Department of Digital Service & Open Government's budget request as follows: Technology Fund (\$326,000);

**NOW, THEREFORE BE IT RESOLVED**, that the City Council hereby authorizes the City Manager to execute a General Service Agreement with Addendum with Xantrion, Inc., for information technology services from November 1, 2019 through October 31, 2020 in an amount not to exceed \$987,000, in the form included with the Staff Report for the City Council's October 7, 2019 regular meeting, subject to final approval as to form by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on Monday, the 7<sup>th</sup> day of October 2019, by the following vote:

AYES:            COUNCILMEMBERS:

NOES:            COUNCILMEMBERS:

ABSENT:        COUNCILMEMBERS:

\_\_\_\_\_  
LINDSAY LARA, City Clerk

**GENERAL SERVICE AGREEMENT**

**XANTRION INC.**

**AND**

**CITY OF SAN RAFAEL**

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## GENERAL SERVICE AGREEMENT

This General Service Agreement, including any attachments referenced herein and made a part hereof (this "Agreement"), is entered into as of \_\_\_\_\_, 2019 (the "Effective Date"), by and between Xantrion, Inc., a California corporation ("Xantrion"), with offices at 651 20th Street, First Floor, Oakland, CA 94612, and City of San Rafael with offices at 1400 Fifth Avenue, San Rafael, CA 94901 ("Client").

## 1 Services

### 1.1 Statement of Work

Xantrion shall provide the services (the "Services") as described in the Addendum To The General Service Agreement Information Technology Services of even date herewith, attached as Exhibit A hereto and incorporated herein by reference ("Addendum"). The Services shall be performed and delivered in a workmanlike manner in accordance with generally recognized industry standards for computer consultants performing similar services.

### 1.2 Personnel

Xantrion, acting as an independent contractor, shall engage employees, consultants, or subcontractors ("Xantrion Personnel") to provide the Services specifically outlined in the Addendum, and Xantrion shall be fully and directly responsible for all Xantrion Personnel. Xantrion shall (i) provide competent and qualified personnel to perform the Services; (ii) ensure that it complies with all laws, regulations, ordinances and licensing requirements; (iii) ensure Xantrion Personnel performing any Services on Client's premises comply with any applicable Client guidelines as provided to Xantrion from time to time, including, but not limited to, any data security policies; and (iv) determine the method, detail, and means of performing the Services under this Agreement.

## 2 Terms of Payment

### 2.1 Services Fees; Equipment and Software Costs

Unless otherwise agreed to in writing by the parties, payment for Services by Xantrion ("Service Fees") rendered and any equipment, software, licenses, 3rd party services, hardware, parts and supplies ("Supplies") shall be due within forty-five (45) days from the date of the applicable invoice provided by Xantrion to Client. If Xantrion does not receive payment within such forty-five (45) day-period, Xantrion shall have the option to suspend the Services without any liability until payment is received.

## 2.2 Overdue Payments

Interest shall accrue on any delinquent amounts owed by Client to Xantrion at the rate of 0.8333% per month. In the event of a good faith dispute related to the invoices submitted by Xantrion, Client shall notify Xantrion in writing setting forth the reasons of such dispute, and the parties shall cooperate to resolve such dispute.

## 2.3 Taxes

Client shall be responsible for any applicable sales or use taxes on any amounts payable by Client hereunder.

## 3 Term, Termination

### 3.1 Term

Unless sooner terminated, the term of this Agreement, and the applicable Services requested as set forth in the accompanying Addendum shall be for one (1) year commencing on the Effective Date ("Term") and shall continue during the Term unless this Agreement is otherwise terminated sooner in accordance with Section 3.2 or Section 3.3. During this Term, Xantrion shall not increase its fee rates over and above the rates charged on Services provided as of the Effective Date. New Services added during the Term may be charged at Xantrion's then-current rates. The termination of any Service shall not modify any Term of this Agreement. The termination of this Agreement shall immediately terminate any and all Services executed hereunder.

### 3.2 Termination for Convenience

Either party may terminate this Agreement or any applicable Service at any time without cause upon at least ninety (90) days' prior written notice to the other party. In the event that either party elects to terminate this Agreement pursuant to this Section 3.2, Xantrion agrees to provide sufficient efforts and cooperation to ensure an orderly and efficient transition of Services to Client or another service provider, whichever Client elects, at Xantrion's then-current time and materials rates.

### 3.3 Termination for Cause

Either party may terminate this Agreement or any applicable Service for Cause (as defined below) immediately upon written notice to the other party.

For purposes of this Agreement, "Cause" means: (i) Client's failure to pay any amount due within thirty (30) days of the applicable due date; (ii) a party's conviction of, or plea of nolo contendere to, any felony, or any other crime involving fraud, embezzlement, or act of moral turpitude; (iii) a party's unauthorized use or disclosure of any Confidential Information or other proprietary information of the other party or any other



party to whom the offending party owes an obligation of nondisclosure as a result of the parties' relationship; (iv) a material breach of this Agreement by a party which is incapable of cure, or with respect to a material breach capable of cure, is not cured within thirty (30) days after receipt of written notice from the affected party of such breach; (v) a dissolution or liquidation of any party, or any corporate action taken by any party for such purpose; (vi) any party's insolvency or admission of its inability to pay its debts generally as they become due; or (vii) any party's voluntary filing of a bankruptcy petition or general assignment for the benefit of creditors.

### **3.4 Effect of Termination**

Upon termination of this Agreement, Xantrion shall not be obligated to provide any further Services to Client and Xantrion shall have the right to remove any equipment or other Supplies belonging to Xantrion which has been installed or placed at Client's location for the performance of the Services hereunder. Client shall pay all outstanding invoices, as well as any invoices which may be submitted to Client following the date of termination for Services Fees or Supplies or costs incurred up to the date of termination, within ten (10) days of the date of termination or within thirty (30) days of the date of the invoice, whichever is later. Upon termination of this Agreement for any reason, each party shall (i) return to the other party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems, and (iii) if requested by the other party, provide written confirmation within ten (10) days of receiving such request that it has complied with the requirements of this section.

### **3.5 Survival.**

The terms of Sections 2, 3, 4, 5, 7, 8, 9, and 15 shall survive the termination of this Agreement.

## **4 Equipment, Software and Supplies**

### **4.1 Equipment; Software; Supplies**

Xantrion is not responsible for compatibility issues, project delays, or other problems with Supplies (i) provided by Client, (ii) purchased by Client through a third party, or (iii) manufactured by a third party and purchased by Client from Xantrion (collectively, "Third Party Products") except if expressly recommended by Xantrion.

Notwithstanding anything contained herein to the contrary, in the event Xantrion installs a Third Party Product and such Third Party Product fails within ninety (90) days of installation, Xantrion will provide the labor to re-install the product free of charge.

## 4.2 Limited Warranty

Xantrion represents and warrants to Client that the Supplies, processes, and procedures employed, used, and operated by Xantrion in providing the Services will be sufficient to provide the Services at the levels of reliability represented in the description and definition of the Services.

Third Party Products purchased through Xantrion are warrantied by their respective manufacturers and any applicable manufacturer's warranties will be passed through to the Client. Xantrion will only accept returns on such Third Party Products if they are defective and returned within thirty (30) days of Client's receipt of such Third Party Product.

## 5 Independent Contractor Status

Client and Xantrion acknowledge and agree that: (i) Xantrion is an independent Contractor, (ii) the parties are not engaged in a joint venture, partnership, employment, or fiduciary relationship; and (iii) neither party is authorized to act as agent or incur any obligation on behalf of the other.

## 6 Non-Solicitation

Client acknowledges that Xantrion will recruit and train personnel to provide Services for Client under this Agreement, and that this is a costly and time-consuming endeavor. Client therefore agrees not to directly, or indirectly through a third party, solicit, induce, recruit for employment, or attempt to solicit, induce, or recruit for employment, any Xantrion personnel who has performed Services for Client under this Agreement to provide the same or similar services. Client shall comply with this obligation during the term of this Agreement, and for a period of twelve (12) consecutive months after termination. Client shall be relieved of its obligations under this provision if Client first pays Xantrion the sum of the actual cost of retaining and training individual personnel. The Parties further agree that this amount shall be no less than \$60,000 per individual personnel, which Client agrees accurately reflects the minimum reasonable value of Xantrion's time and costs with respect to recruiting and training personnel to work for Client. Notwithstanding any other provisions in this Agreement, the parties retain all legal remedies, at law or equity, upon violation of this provision.

## 7 Unauthorized Access to Data or Use of the Services

Xantrion is not responsible to Client for unauthorized access to the electronic data of Client stored on Xantrion's servers ("Client Data") or the unauthorized use of the Services unless such unauthorized access or use results from Xantrion's failure to meet its obligations described in the Agreement. Client is responsible for the use of the Services by any employee or consultant of Client, other than Xantrion, any person to whom Client has given access to the Client Data, and any person who gains access to the Client Data or Services as a result of Client's failure to use reasonable security precautions, even if such use was not authorized by Client.

## 8 No Warranties; Limitations of Liability; Indemnification

### 8.1 No Warranties

EXCEPT AS PROVIDED IN SECTION 1.1 (SERVICES) AND SECTION 4.2 (LIMITED WARRANTY), XANTRION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE SERVICES PROVIDED HEREUNDER, AND WITH REGARD TO ANY THIRD PARTY PRODUCTS, INCLUDING IN EACH CASE ANY WARRANTY OF NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. THESE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

### 8.2 Limitation of Liability

IN NO EVENT WILL XANTRION, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY.); OR (II) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, SUPPLIES, LOST PROFITS, LOSS OF DATA; OR (III) ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, TO THE EXTENT THAT THE AGGREGATE AMOUNT OF SUCH DAMAGES EXCEEDS THE AGGREGATE SERVICES FEES ACTUALLY PAID BY CLIENT HEREUNDER IN THE SIX (6) CALENDAR MONTHS BEFORE SUCH CLAIM AROSE; PROVIDED THAT SUCH LIMITATION OF LIABILITY SHALL NOT EXTEND TO DIRECT DAMAGES INCURRED AS A RESULT OF THE WILLFUL MISCONDUCT OF XANTRION OR ITS EMPLOYEES. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH THIS AGREEMENT AND THAT, WERE XANTRION TO ASSUME ANY FURTHER LIABILITY, SUCH FEES WOULD OF NECESSITY HAVE BEEN SUBSTANTIALLY HIGHER.

### 8.3 Indemnification

To the fullest extent permitted by law subject to the limitations set forth in this Agreement,, Xantrion shall indemnify and hold harmless, and defend the Client, its officers, agents, employees and volunteers (collectively, the "Client Indemnitees") from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses and expenses which may be made by individuals or organizations, including, but not limited to attorneys' fees, expert fees and all other costs and fees of litigation (each a "Claim" and collectively the "Claims"), arising out of or resulting from the Xantrion's negligence or willful misconduct in the performance of the Services. The acceptance or approval of Xantrion's Services by Client or any of its directors, officers or employees shall not relieve or reduce Xantrion's indemnification obligations. However, to the extent that any Claim arises from, relates to, or is in connection with, the negligence or willful misconduct of the Client Indemnitees, or any of them, then Xantrion's indemnification obligation and liability hereunder for the Claim shall be reduced in proportion to the Client Indemnitees' total share of liability for the Claim as a result of the Client Indemnitees' negligence or willful misconduct.

## 9 Confidentiality

### 9.1 Definition

The term “Confidential Information” as used in this Agreement shall mean any information disclosed, directly or indirectly, by a party (the “Discloser”) to the other party (the “Recipient”) that may reasonably be considered proprietary or confidential including, without limitation, the Discloser’s operational and business methods and practices, economic and financial information, know-how, recommendations, instructional methods, Client Data (as defined below), software and information systems, technical processes, products, product designs, machinery, research and development, intellectual property, and any material embodiments thereof.

Notwithstanding the foregoing, the term “Confidential Information” shall not include any information that (i) is or becomes generally available to the public other than as a result of the Recipient’s breach of this agreement; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Recipient’s possession prior to the Discloser’s disclosure hereunder; or (iv) was or is independently developed by Recipient without using any Confidential Information.

### 9.2 Confidentiality

The Recipient agrees to (i) take reasonable measures to protect and safeguard the confidentiality of, and avoid disclosure and unauthorized use of, the Discloser’s Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except as required to assist the Recipient to exercise its rights or perform its obligations under this Agreement.

Disclosure of Confidential Information is not prohibited if such disclosure is compelled pursuant to a legal proceeding or is otherwise prescribed by law. If the Recipient receives a request to disclose any Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, the Recipient, prior to disclosing any Confidential Information, and, except as may be prohibited by law, will notify the Discloser of such requirements to afford the Discloser the opportunity to seek a protective order or other remedy.

### 9.3 Access to Systems

Xantrion representatives and contractors, shall only access Client systems and data as is necessary to perform the Services agreed to. Client understands that Xantrion representatives may share access with other vendors

to the limited extent required to perform the Services. Notwithstanding the foregoing, when access to criminal justice data or systems is necessary to perform the Services, Xantrion agrees that its designated representatives will comply with Client's requirements for access to such systems and information, including but not limited to fingerprinting and a satisfactory background check, as a precondition to being granted access to those systems or data.

## 10 Compliance

None of the Services or underlying information or technology may be downloaded, exported, or re-exported into any country to which the United States has embargoed goods, or to any individual or entity that has been denied export privileges by the U.S. Treasury Department or the U.S. Department of Commerce. By using the Services, Client is agreeing to the foregoing and Client is representing and warranting that Client is not a national resident of, or located in or under the control of, any country subject to such export controls.

### 10.1 Protection of Personally Identifiable Information

The parties agree to use commercially reasonable security precautions to protect Personally Identifiable Information, "PII", (as hereafter defined) transmitted to or from, or stored at, Xantrion's data centers. Client must comply with the laws applicable to Client's use of the Services and with Xantrion's policies and procedures, as may be amended. Client agrees to cooperate with Xantrion's reasonable investigation of Service outages, security problems, and any suspected breach. For purposes of this Agreement, "PII" means (i) any information that identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and (iii) any "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

The parties agree to comply with the applicable provisions of HIPAA, the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Standards"), the Electronic Transaction Standards (45 CFR Parts 160 and 162) the Security Standards (45 CFR Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Public Law 111-05 and regulations promulgated thereafter.

The parties further agree to comply with the applicable provisions of the PROTECT Our Children Act contained in 42 USC 13032 and 18 USC 2258A .

### 10.2 Compliance with Laws Applicable to Client

As it pertains to Client's Confidential Information and/or Data stored or managed by Xantrion, Xantrion will comply with any and all confidentiality, security, privacy and or compliance requirements, rules and/or regulations imposed on Client by local, state or federal authorities, agencies, regulatory agreements and or laws

to the extent Client has provided to Xantrion in writing the specific requirements to satisfy said confidentiality, security, privacy and or compliance requirements, rules and/or regulations.

### 10.3 Compliance with Software Manufacturer’s Licensing and Allowed Usage Requirements

Client acknowledges its obligation to comply with all provisions of software manufacturer’s licensing and allowed usage requirements. Client agrees to honor the provisions of the “[Microsoft Cloud Agreement](#)” incorporated herein by reference.

## 11 Security Incident Response

### 11.1 Obligations

Xantrion acknowledges its obligation to support Clients in the event of a Security Incident. Services we will perform and the basis on which they will be billed are described in the Addendum – Services.

### 11.2 Disclaimer

Xantrion does not represent that any service will prevent a security incident. Nor do we represent that we have legal expertise or expertise in forensic investigations. Clients are advised to consider purchasing cyber-liability policies to protect against the risk of a security incident. In the event of an incident, Client is advised to contact their own legal counsel to determine their obligations to report an incident, and to notify their insurance carrier of a potential claim and to permit the insurance company or its designated agents to conduct any investigation.

## 12 INSURANCE

During the term of this Agreement, Xantrion shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to:

Insurance Type	Description of Liability covered	Aggregate Limit
Cyber Liability, Privacy/Network Security, Cyber Crime & Cyber Deception Endorsement	Data breach of our systems or a Client system for which we are liable Including forensic costs, notification costs, credit or identity protection, extortion, regulatory action, fines and penalties. and business interruption.	\$10 mm
Third Party Crime	Third Party Crime	\$250 K

Commercial General Liability	Bodily injury, personal injury and property damage caused by the business' operations, products, or injury that occurs on the business' premises.	\$2 mm
Errors and Omissions Liability	Claims made by Clients for failure to provide products or services, inadequate work or negligent actions.	\$10 mm
Workers Compensation	On the job injury	\$1 mm
Employment Practices Liability	Claims made by employees alleging discrimination (based on sex, race, age or disability, for example), wrongful termination, harassment and other employment-related issues, this also extends to Third Party – Clients, Vendors, etc.	\$1 mm

### 13 Other Insurance Provisions

13.1 Except for professional liability insurance or worker’s compensation insurance, the insurance policies shall be specifically endorsed to include Client, its officers, agents, employees, and volunteers, as additional insureds under the policies.

13.2 The additional insured coverage under Xantrion’s insurance policies shall be “primary and noncontributory” with respect to any insurance or coverage maintained by Client and shall not call upon Client’s insurance or self-insurance coverage for any contribution. The “primary and noncontributory” coverage in Xantrion’s policies shall be at least as broad as ISO form CG20 01 04 13.

13.3 Except for professional liability insurance or worker’s compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

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

13.5 Xantrion’s worker’s compensation insurance shall be specifically endorsed to waive any right of subrogation against Client.

13.6 Xantrion shall cooperate with Client in providing Client with copies of all insurance provisions or endorsements required by this Agreement.

## 14 Harassment Free Workplace; Nondiscrimination

Xantrion and Client mutually commit to observing the highest standards of conduct in maintaining an environment that is free of discrimination, including harassment of any kind and on the basis of a legally protected status. Accordingly, Xantrion and Client will not tolerate any form of harassment against anyone, including employees, vendors, independent contractors, or guests. Xantrion and Client understand and acknowledge their legal obligation both, not to engage in, and to report any unwelcome conduct, whether verbal, physical, sexual, or visual, and that is based upon a person's protected status. Xantrion and Client shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of their duties and obligations under this Agreement.

## 15 Miscellaneous

### 15.1 Notices

All notices under this Agreement shall be sent to a party at the respective address indicated in the introductory paragraph hereof, or to such other address as such party shall have notified the other in writing. All such notices so addressed shall be deemed duly given (a) upon delivery, if delivered by courier or by hand (against receipt); or (b) three days after posting, if sent by certified or registered mail, return receipt requested.

### 15.2 Governing Law

This Agreement shall be construed and controlled by the laws of the State of California, without reference to conflicts of law principles. To the extent that any lawsuit is permitted under this Agreement, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Marin County, California.

### 15.3 Remedies

The parties agrees that remedies at law for a breach or threatened breach of any of the provisions of this Agreement, including any disclosure or use of the Confidential Information, may be inadequate and, in recognition of this fact, in addition to all other remedies available at law, the parties will be entitled to seek specific performance or injunctive relief to enforce the terms of this Agreement.

### 15.4 Dispute Resolution; Attorney's Fees

Xantrion and Client agree to each use its best efforts to mutually resolve any claim, controversy, liability or dispute arises between the parties relating to or in connection in any way with this Agreement or its interpretation, validity or enforcement (collectively, "Disputes" or, in the singular, "Dispute").



Failing that, and unless otherwise agreed by the parties in writing, such dispute shall be adjudicated by final, binding arbitration under the auspices, and in accordance with then-applicable commercial arbitration rules and procedures, of JAMS, Inc. ("JAMS") at JAMS' San Francisco offices. The arbitrator shall be mutually-agreed upon by the parties to the arbitration. If the parties cannot agree upon an arbitrator within ten (10) business days after the filing of any demand for arbitration or statement of claims with JAMS (or, if a party is asked to participate in the joint selection of an arbitrator, but is unresponsive or otherwise does not do so within the foregoing time period), then JAMS shall select as arbitrator a retired judge having at least ten (10) years' experience in industry-related disputes pursuant to its normal procedure for selecting an arbitrator when parties cannot agree upon an arbitrator.

The parties to the Dispute shall share equally in the costs of arbitration. If any party to the Dispute fails or refuses to pay its portion of JAMS arbitration-related administration fees or arbitrator's fees in a timely manner, the other party to the Dispute may, at its election, pay such fees and proceed with the arbitration without the participation of the party who fails or refuses to pay its share of such fees, and any final arbitration award shall require the non-paying party to reimburse the paying party for such fees and costs.

The arbitrator shall have the power to award only such damages, remedies, or relief that would be available in a court otherwise having jurisdiction of the matter, but no other damages, remedies or relief. The arbitrator shall render all rulings and make all adjudications based solely upon the law governing the claims, counterclaims and defenses pleaded and shall not invoke any basis (including, without limitation, notions of "just cause") other than such controlling law. The arbitrator shall have the authority to issue an award that provides for both legal and equitable relief, as applicable, including, without limitation, an order for issuance of a temporary or preliminary injunction. Notwithstanding the foregoing, the parties may avail themselves in the court of the rights and remedies provided by Section 1281.8 of the California Code of Civil Procedure. In any arbitration proceeding commenced under this section, the merits hearing (i.e., trial) shall begin by no later than ninety (90) calendar days after the filing of any demand for arbitration or statement of claim with JAMS. The arbitrator shall prepare a written statement of decision and award within five (5) business days following the conclusion of the arbitration merits hearing. Judgment on the decision, award or other order of the arbitrator may be confirmed and entered by the court.

The decision of the arbitrator shall be final and conclusive, and the parties hereby waive the right to trial de novo or appeal, excepting only for the purpose of confirming the arbitrator's decision, award or other order and entering judgment thereupon, for which purpose the court shall have sole and exclusive jurisdiction. Such confirmation and entry of judgment may be obtained by ex parte application. Additionally, any petition to compel arbitration and any other legal proceeding seeking to enforce or avoid arbitration under this Agreement shall be filed and litigated exclusively in the court.

The prevailing party in any arbitration of a Dispute shall be entitled to recover from the other party or parties the reasonable attorneys' fees and costs (including all costs of collection and recovery of any monies adjudicated to be due), experts' fees and costs, arbitration administrative fees, court filing and other fees, and arbitrator's fees that the prevailing party actually incurs in connection with that proceeding and any related-action or proceeding in the court; however, the parties agree that, in the event a party to the Dispute is adjudicated to be

a prevailing party, that party shall seek to recover attorneys' fees under this section for the services performed only by two (2) attorneys from the same law firm retained by that party. In the event this provision is adjudicated to be unenforceable or the parties to the Dispute jointly elect to seek an adjudication of their dispute in a judicial forum, the foregoing fees and costs recovery provision shall apply with equal force to that judicial adjudication of the Dispute.

### **15.5 Force Majeure**

Neither party shall be deemed to have defaulted or breached hereunder, nor shall it hold the other party responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, hostile or warlike action including cyber or armed attacks in times of peace or war by a government or sovereign power, labor strike, lockout, boycott, or other similar events beyond the reasonable control of such party (collectively, "Force Majeure"), provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (b) takes all steps reasonably necessary to mitigate the effects of the Force Majeure event.

### **15.6 Headings**

Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

### **15.7 Severability**

If any provision in this Agreement is found or held to be invalid or unenforceable by a court of competent jurisdiction, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

### **15.8 No Waiver**

A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless accompanied by a dear written statement that such term or condition is waived.

### **15.9 No Assignment**

Client shall not assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except in the event of a merger, acquisition, or sale of substantially all of Client's assets. Subject to the foregoing, this Agreement shall inure to the benefit of the parties' permitted successors and assigns.

#### **15.10 City Business License / Other Taxes.**

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

#### **15.11 Entire Agreement; Modification**

This Agreement, and any attachments hereto, contains the entire understanding of the parties with respect to the matters contained herein. This Agreement shall supersede any prior understanding or agreement, written or oral between the parties. In the event of any conflict between the terms hereunder and any attachment, these terms shall govern unless such attachment expressly states that the terms and conditions of the attachment shall control. There are no promises, covenants or undertaking other than those expressly set forth herein, and any other terms and conditions are rejected regardless of content, timing or method of communication. Any deviations from or additions to the terms of this Agreement must be in writing and will not be valid unless confirmed in writing by duly authorized officers of Xantrion and Client.

## 16 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This Agreement may be executed and delivered by facsimile transmission, by electronic mail in “.pdf,” or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signed: Anne Bisagno \_\_\_\_\_  
Printed: Anne Bisagno \_\_\_\_\_  
Title: President \_\_\_\_\_  
Company Xantrion, Inc. \_\_\_\_\_  
Date: \_\_\_\_\_, 2019 \_\_\_\_\_

### CITY OF SAN RAFAEL

By: \_\_\_\_\_  
JIM SCHUTZ, City Manager

ATTEST:

\_\_\_\_\_  
LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

EXHIBIT A

Addendum To The General Service Agreement Information Technology Services

**ADDENDUM TO THE GENERAL SERVICE AGREEMENT  
INFORMATION TECHNOLOGY SERVICES**

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## 1 Summary Service Scope and Costs

Service Name	Description	Included Services
Core IT	Comprehensive IT support for your staff, Systems Administration, Remediation, Management and Maintenance.	✓
Systems Monitoring	IT infrastructure monitoring designed to detect non-functioning systems or services, in addition to conditions which may lead to instability or down time.	✓
Managed Backups	Backup of systems and data to protect against loss. Includes “Best Effort” disaster recovery for data stored in our repository.	✓
Managed Security Essentials	Fundamental security provisions and practices recommended for every organization	✓
Managed Security	A comprehensive security offering designed to meet the needs of organizations subject to regulatory oversight and compliance requirements, or with a strong need to protect sensitive data.	Consider for Future Implementation
Hosting	“Private Cloud” services designed to host critical business systems in highly-available redundant secure Datacenters, with locations in Denver and Salt Lake City.	Consider for Future Implementation
TOTAL	Monthly Recurring Costs (Section 15)	\$81,365

## 2 CORE IT

### 2.1 Description of Services

CORE IT is a comprehensive offering that includes technology support, administration, design, remediation, and maintenance, designed to provide the Client with:

- A secure and stable Information Technology environment with exceptional up time.
- A high level of employee technology support satisfaction.
- A competitive advantage.
- The lowest sustainable total cost of ownership.

CORE IT is provided at a fixed monthly cost and includes unlimited desktop and systems support.

### 2.2 Systems Administration

- User & Resource Management
  - Employee Onboarding and Termination
  - Hardware and Business Resource provisioning
  - Identity management and access control
- Server, Network Infrastructure, and Endpoint Management
  - Deployment, Administration, Troubleshooting, and Remediation
  - Purchasing & Warranty Management
  - Replacement of systems “In Kind,” at end of life
  - Data Backup System management
- Application Management – Cloud or Server-Based
  - Deployment, Upgrades, Troubleshooting, & Remediation
  - License & Subscription Management
  - Vendor Coordination
- Cloud-Based Voice over IP Systems
  - Administration, including Moves, Adds, and Changes.
- Internet Connectivity
  - Vendor Management
  - Troubleshooting & Remediation
- Mobile Devices & Tablets
  - Business Email connectivity
  - Office 365 apps
  - Other business apps (e.g., iTrakIT, iRIMS, iAnnotate)

## 2.3 Endpoint Support

- Unlimited remote support services are provided to your staff, 24 x 7 x 365.
- On-site support, as required.

## 2.4 “Virtual Chief Information Officer” (vCIO) and Strategic Planning Services

The client will be assigned a Xantrion “vCIO,” whose core objective is to develop and maintain a business technology strategy that meets the business requirements and fosters growth.

Detailed Services include:

- Technology and Security Strategy and Advisement
- Quarterly Business Review meetings
- Business Continuity and Disaster Recovery Strategy
- Cyber Security Risk Assessment and Mitigation Strategy
- Budget Projections and Cost Management
- Service Delivery Oversight
  - Client Satisfaction Oversight & Reporting
  - Identification and Resolution of trends or systemic issues
  - Support Escalation
- Account Management, including agreement maintenance & resolution of billing matters
- Project Coordination and Management
- Incident Response Coordination

## 2.5 Limitations and Client Obligations

### 2.5.1 Services provided on a Time and Materials basis

- Physical relocation of Staff systems.

Ex: An employee wishes to move from one office location to another

- Support for custom software solutions, developed specifically for your firm, and not supported by a major vendor

Ex: Custom scripts, FileMaker Pro, and Access Databases are considered custom software solutions

- Office Moves and Rebuilds
- Business system or Infrastructure Projects that are being driven by new functionality or features

Ex: Cloud migrations, ERP, CRM, Accounting, or other Line of Business Application Implementation, Cloud VoIP phone migrations

- Audio/Visual Systems Setup

Ex: Deployment of a new videoconferencing solution, or assisting client guests with connectivity to projectors or displays

#### 2.5.2 Warranties & Valid Support Agreements are Required

Except as otherwise agreed, supported equipment, including, but not limited to: servers, shared storage, firewalls, switches, wireless access points, desktop and laptops, must carry a valid warranty and support agreement for these devices to remain with Xantrion's support scope. All line of business applications must include a valid support agreement, and the appropriate licensing to ensure compliance.

#### 2.5.3 Spare Equipment

We suggest maintaining spare staff systems to expedite setup and deployment in the event of an unexpected new hire or hardware failure. There is no additional monthly cost associated with the maintenance of spare endpoint systems.

#### 2.5.4 Disaster Recovery

Recovery from outages caused by theft of systems or environmental events such as earthquakes, floods, fire or sprinkler system activation will be performed on a time and materials basis.

Clients wishing to reduce the risk of a disaster are encouraged to use cloud services or consider re-locating their systems to our secure data centers, as described in Section 7. For clients who maintain servers on-premise, we also offer Standby Server Hosting, described in Section 4.4, to reduce the time and cost associated with recovering from a disaster.

#### 2.5.5 E-Discovery, Forensic and Breach Investigations

Clients are advised that services provided as part of a CORE IT agreement are not designed to capture information required to support a forensic investigation. See also the limitations described in Section 5.3.5.

#### 2.5.6 Abuse / Sabotage

Notwithstanding other provisions, recovery from deliberate damage / sabotage to systems or data, either on-premise or in cloud, will be performed in accordance with the Time and Materials provisions of this agreement.

### 2.5.7 Support for Endpoints not Covered by this Agreement

Support for systems not covered by this agreement is limited to the configuration and troubleshooting of secure remote access to business systems.

Ex: Business email connectivity or Secure Remote Desktop.

Xantrion will not provide hardware support for these systems out of scope; any operating system-level or networking support required to establish secure remote connectivity to business resources will be provided on a Time & Materials basis.

### 2.5.8 Web Content Development

Xantrion does not manage web site content development or administration. We are happy to provide vendor recommendations for this purpose.

## 3 Systems Monitoring

### 3.1 Description of Services

Xantrion's Monitoring services are designed to improve the overall availability, stability, and performance of the Client's critical business systems.

Xantrion monitors key operating characteristics of the Client's designated systems and cloud solutions, in order to detect and address early signs of potential system instability or failure, and to quickly identify and remediate the points of failure, in the event that a system or service outage occurs. Xantrion maintains a history of operating data which can be used as a benchmark for "normal" operations and to aid in the troubleshooting process.

Note that while network breaches may be detected as a result of consequential anomalies in network operations, this service is not designed to provide intrusion detection or prevention and should not be relied upon for these purposes.

### 3.2 Monitoring systems

Xantrion's central monitoring systems are located in secure datacenters. Data is gathered from client operating environments, using a combination of probes and agents installed directly on servers and endpoints. Data is also gathered from additional sources external to the client environment to provide a comprehensive overview of system status. Examples of external monitoring include: round-trip email flow, RDS host availability, and Office 365 status.

### 3.3 Monitoring hours

Automated monitoring occurs 24 x 7 x 365. Engineers observe and remediate issues “live,” from 6 AM to 7 PM PST, Monday through Friday. On request, Xantrion can establish a limited number of alerts which will trigger a notification to our live After-Hours answering service. The answering service will then contact an available engineer off-hours, alerting them to the issue raised by the system.

### 3.4 Monitoring scope

The scope of Monitored Systems is dependent upon several factors, including client-specific requirements, capabilities of the monitoring services, and limitations of the systems being monitored. We recognize that client monitoring requirements are constantly changing as new systems are released and cloud services evolve. Our centralized monitoring systems are similarly evolving in terms of capacity and capabilities. Please discuss any specific monitoring needs with your vCIO, so that they may determine whether or not they can be met.

The list below provides a sample of services & systems we will attempt to monitor:

<ul style="list-style-type: none"> <li>On Premises Systems</li> <li>Server hardware health</li> <li>Remote Server Management systems (DRAC / iLO)</li> <li>System resource utilization</li> <li>Disk utilization and I/O</li> <li>Warranty status</li> <li>Service availability</li> <li>Application level monitoring</li> <li>Active Directory</li> <li>SQL</li> <li>Exchange</li> <li>Internet Information Services</li> <li>UPS systems availability and battery health</li> <li>Networking devices</li> <li>System Resource Utilization</li> <li>Traffic Throughput</li> </ul>	<ul style="list-style-type: none"> <li>Shared Storage</li> <li>RAID and Disk health</li> <li>LUN utilization</li> <li>SaaS, Websites &amp; External Services</li> <li>Availability of Services</li> <li>Response times</li> <li>TLS/SSL certificate validity</li> <li>DNS resolution</li> <li>Expected page verification</li> <li>Synthetic email route trip testing</li> <li>Security Monitoring</li> <li>Antivirus health</li> <li>Windows patching health</li> <li>Privileged access groups changes</li> <li>Common account names monitoring</li> <li>Outboard firewall port blocking</li> <li>SFP monitoring</li> </ul>
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### 3.5 Patch Management

Xantrion will manage patch deployment to systems, including servers, infrastructure devices, and endpoints, using our patch management solution.

Xantrion conducts a literature review of all critical and security operating system updates as they are released by Microsoft. Prior to general release, deployment is tested on Xantrion's systems and on systems that clients have asked to be included within our patching test group. Xantrion will identify and withhold any patches that are deemed problematic.

Approved patches are deployed monthly to workstations and laptop endpoints, and quarterly to servers.

3<sup>rd</sup>-party Application patching is provided for a select list of supported applications.

### 3.6 Thresholds & Monitoring Criteria

Xantrion leverages a set of alerting conditions and thresholds within the central monitoring solution that have been developed and tuned, through a combination of manufacturer's Best Practice recommendations, in addition to real-world conditions. These thresholds are designed with the stability, uptime and health of your systems in mind, and should not be customized.

### 3.7 Endpoint anti-virus and anti-malware management

Xantrion will manage the licenses, automated deployment, troubleshooting, and administration associated with the anti-virus and anti-malware solution, for all clients with a Core IT agreement, and for clients who have elected to bundle this offering with systems monitoring.

### 3.8 Client notification of monitoring alerts

If requested, Xantrion will copy any recipients that you designate on automated alert notifications. For urgent and impactful issues, an Engineer will attempt to reach you by phone. For all other issues, we will reach out via e-mail.

### 3.9 Alert remediation

Xantrion Engineers will attempt to contact Client for authorization before performing any remediation work outside of the standard Core IT agreement. If we are unable to contact you, we will use our best judgement in determining whether or to proceed without authorization. Examples of situations where we may act if we are unable to reach you could include:

- The affected system is covered under a CORE IT contract and therefore remediation work is included.
- E-mail system is completely down.
- Internet connectivity outage.
- Remediation of issues that are determined to be the direct result of managed patching.

### 3.10 Limitations and client obligations

The provisions listed in this section apply only to clients whose systems are not covered under a CORE IT agreement, or those with a “Monitoring-Only” Agreement.

#### 3.10.1 Identification of Systems to be monitored

You will provide us with a list of systems and/or cloud services that you want us to monitor. For hardware systems on-premise, we require the following information:

- Device name
- IP address
- Hardware information (type, model, serial number)
- Administrative Login Credentials
- Physical location

#### 3.10.2 Changes to monitoring

Requests to add or remove systems or devices from the monitored scope should be sent in writing to [support@xantrion.com](mailto:support@xantrion.com).

#### 3.10.3 Advance notification of systems maintenance

We ask that you notify us in advance of planned maintenance that will impact services and system uptime, so that we can suspend monitoring and avoid “false alarms.”

#### 3.10.4 Remediation of issues resulting from patching

Client acknowledges that Xantrion’s strategy for repairing an unstable system after patching may be, at our discretion, restoring from backup. Systems not covered by a CORE IT or Managed Backup agreement will be repaired on a time and materials basis.



## 4 Managed Backups

### 4.1 Description of Services

Xantrion will work with the Client to design a managed backup strategy that meets the business' Disaster Recovery and Data Retention requirements.

Services will include:

- Automated monitoring to ensure backups are completing successfully.
- Engineer review of backup-related alerts during the business day.
- Data retention as required by the Client (e.g. 30 days, 1 year, 7 years)
- Quarterly auditing of the backup selection lists and file restore testing.
- Annual test restores of a database or server critical to business operations.
- Remediation of any issues related to the managed backup solution.
- Restoration of files and servers as requested, subject to the limitations described in Sections 4.3 and 4.4
- Encryption of backup data "in transit" and "at rest" when replicating to Xantrion datacenters.
- Optional "cloud-to-cloud" backups for supported cloud services: e.g. Office 365
- An optional on-premises "backup appliance."

### 4.2 Recovery Point Objective

Servers are backed up nightly, by default.

### 4.3 Recovery Time Objective

Data recovery requests will be handled in a timely manner, with restore times being subject to a number of factors (ex: internet bandwidth, etc.) File recovery, dependent upon data size, can generally be performed immediately upon notification. Recovery of an entire server may take 24 hours or longer.

### 4.4 Standby Server Hosting

For clients storing backups in our datacenter, Xantrion maintains spare hosting capacity to allow for recovery in the event of a local disaster impacting client systems (ie: theft, earthquake, fire, flood)

- This operation can take 24 to 72 hours and is subject to the availability of resources.
- This agreement includes the cost of 1 month of hosting in our datacenters, should long-term failover be required.
- Xantrion has a client concentration in the San Francisco Bay Area. Resource availability is \*not\* sufficient to permit the immediate recovery of all clients in the event of a regional disaster.

- Xantrion offers secure server hosting (described in Section 7) for clients who wish to ensure business continuity in the event of local disaster.

#### 4.5 System requirements

- Client systems must be compatible with Veeam, the backup software on which our platform is built.
- Client internet services must be sufficient to permit the nightly replication of critical business systems.
  - As a conservative rule of thumb, assume at a minimum that data will change 5% per day and that 5 GB of data can be moved off-site per day for every 1 Mb/s of available internet upload bandwidth capacity.

#### 4.6 Effect of Termination

- Upon termination of the service agreement, unless otherwise requested, Xantrion will delete all copies of your data from our datacenter infrastructure.
- In the event of termination, requests to export backup archives (ie: removable storage media) will be fulfilled on a time and materials basis.

#### 4.7 Estimating data backup costs

The client’s estimated monthly recurring costs associated with managed backups, calculated on a per-GB basis, are listed in Section 15.

The amount of data being held in aggregate by our hosted infrastructure is dependent upon several factors, including:

- The amount of data being protected
- Daily data change rate
- The degree to which original data can be compressed and deduplicated in the backups
- Retention periods

The table below provides a guideline to estimate the total amount of data you will store in our hosted backup infrastructure, based on the amount of data on your servers that we protect and your retention period.

Your actual costs may vary from these.

Retention period	GB of compressed data in the backups per GB of original data being protected		Off-site Storage Schema
	Typical case	High case	

30 days	1 : 1	2 : 1	Daily incremental backups for the first 30 days + 1 Full backup
90 days	2 : 1	3 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups
1 year	5 : 1	8 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups 3 x Quarterly full backups 1 x Annual full Backup
7 Years	8 : 1	10 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups 3 x Quarterly full backups 7 x Annual full backups

Example:

- Data stored on your systems: 1,000 GB
- Retention Period: 1 Year
- Estimated Data stored on our systems: 5,000 to 8,000 GB
- Cost per Stored GB Given in Section 14
- Total Monthly Cost Actual Data stored \* Cost per stored GB

#### 4.8 Limitations and client obligations

Clients must define data retention requirements and notify us of any changes to these requirements. Clients with systems not covered by a CORE IT agreement must identify which systems should be included in the scope of the backups.

Searches of electronic data, restoration of historical data for the purpose of legal investigations will be performed under the time and materials provisions of this agreement.

It is not feasible to ensure the backup of laptop and desktop systems with a high degree of confidence. Backups of laptop and desktop endpoints, if requested, are performed on a “Best Effort” basis. As a Best Practice, all sensitive data should be stored on server hardware or in a secure cloud environment.

## 5 Managed Security Essentials

### 5.1 Description of Services

Xantrion's Managed Security Essentials service helps clients achieve an enhanced cybersecurity posture and implement appropriate defensive safeguards to address common cybersecurity threats.

### 5.2 List of Services

The following services are included in Managed Security Essentials:

#### 5.2.1 Security Awareness Training

End users may subscribe to Xantrion's standard security awareness training program. This program will consist of periodic email security testing and optional online video-based training.

#### 5.2.2 Multi-Factor Authentication

Xantrion will supply and manage an approved multi-factor authentication system.

#### 5.2.3 Mobile Application Management

Xantrion will supply and manage an approved mobile application management system.

#### 5.2.4 Advanced Internet Filtering

Xantrion will deploy advanced internet filtering technology to laptops, extending internet filtering to these devices when they are outside the corporate network. Internet filtering includes the detection of malware and blocking of malicious domains.

### 5.3 Security Incident Response

#### 5.3.1 Overview

Xantrion will assist our clients in responding to Security Incidents affecting their information systems within the limitations of existing agreements. Client Security Incidents are handled according to Xantrion's pre-defined Security Incident Response Policy.

Please see Section 5.4 regarding limitations on services provided pursuant to this provision.

#### 5.3.2 Definitions

**Security Event:** Any observable change or occurrence in a system. Certain correlated events may become Security Alerts through automated analysis.

**Security Alert:** Notifications that a certain event or series of events have occurred. Alerts can be generated from automated systems or received in the form of user request to our service desk. Security Alerts may be escalated to become Security Incidents.

**Security Incident:** A single or series of security events that, as assessed by Xantrion, have a significant likelihood of threatening information security and impacting business operations.

**Containment:** Containment of a Security Incident are tasks performed by incident responders to limit the scope and impact of an ongoing Security Incident.

**Recovery:** Recovery from a Security Incident is the process of returning impacted systems to normal operation and removing artifacts of the incident from the system. (For example; removing malware and recovering data from backup). Recovery steps may include remediation of security vulnerabilities to prevent future incidents.

### 5.3.3 Classification and Prioritization

Xantrion classifies Security Alerts into 4 categories:

Category	Description
Insufficient Information	Xantrion does not have the required information to properly classify this alert. Additional information is required from the client to continue processing this alert.
Harmful	The alert is identified as an attack or attempted attack that may result in damage or unauthorized access to information systems. The cause of the alert has rendered the Client's infrastructure vulnerable or compromised. Harmful alerts are escalated as Security Incidents.
Harmless	The alert is identified as a known attack, attempted known attack or reconnaissance effort. The client's systems are not considered vulnerable or compromised.
False Positive	The alert may be falsely triggered, is informational, or has been determined to be benign.

Xantrion prioritizes Security Incidents, based on their functional, informational, and recoverability impact:

Priority	Description
High	The incident impacts critical business functions. Represents a high likelihood of impacting information availability or confidentiality or requires a significant recovery effort.
Medium	The incident impacts multiple users. Represents a medium likelihood of impacting information availability or confidentiality. Recoverability effort is expected to be less than 24 hours.
Low	The incident is limited in scope and does not significantly impact business operations. There is a low likelihood of impacting information availability or confidentiality the recovery effort is minimal.

#### 5.3.4 Detection

Security Incidents are declared solely by Xantrion based a variety of sources including automated analysis and reports from end users. Xantrion will assess incoming Security Alerts to determine if a Security Incident is occurring or has occurred.

#### 5.3.5 Notification

Xantrion will notify our clients within 24 hours after a High or Medium priority Security Incident has been declared within the environment.

#### 5.3.6 Containment and recovery

For systems covered by CORE IT, Xantrion will perform all reasonable tasks to contain a Security Incident and once contained, recover systems to normal operation.

#### 5.3.7 Post-Incident activity

An Incident Report will be produced by Xantrion for all High and Medium priority Security Incidents. The report will be limited to Xantrion’s involvement in the incident including: a summary of the incident, timeline of events, impact analysis, containment and recovery steps, root-cause analysis, and any additional recommended actions.

## 5.4 Limitations and Client Obligations

### 5.4.1 Disclaimer of Warranty

Information security and compliance is a wide-ranging discipline which requires the involvement from all parts of a business. Xantrion's expertise and this service are limited specifically to the technical cybersecurity aspects of a comprehensive information security program. It is important to understand that subscribing to this service alone does not guarantee compliance with any law or regulation nor guarantee the absolute security of your systems.

### 5.4.2 Data Security Responsibility

Client acknowledges and agrees that Xantrion does not provide legal services or warrant that the services or products provided or obtained on client's behalf will ensure client's compliance with any law, including but not limited to any law relating to safety, security or privacy.

### 5.4.3 Missing information

Client is responsible for providing missing information for alerts classified as "Insufficient Information". If client fails to supply such information Xantrion may send a reminder or close the alert.

### 5.4.4 Incident Response

It is the responsibility of the client to direct Xantrion's response to an incident according to their own policies and procedures, especially if evidence must be preserved, or a forensic investigation is expected. Clients are advised to maintain their own incident response plan including their own reporting requirements.

The primary goal of Xantrion's incident response service is to contain and recover from Security Incidents. Client is aware that Xantrion may take immediate action without notification to contain and recover from a detected incident. Certain containment and recovery actions may hinder future forensic investigations.

Xantrion's capabilities to assist with containment and recovery are limited for systems not covered by a CORE IT agreement. Containment of, and recovery from Security Incidents for these systems will be performed in coordination with the client on a best effort, time and materials basis.

### 5.4.5 Investigations

Clients are advised that services provided under Managed Security Essentials are not designed to capture information required to support a forensic investigation.

Investigation including root cause analysis, preservation of evidence, attempts to determine if information was accessed or exfiltrated by unauthorized actors, or to identify unauthorized actors will be performed on a best efforts, time and materials basis.

## 6 Managed Security

### 6.1 Description of Services

Xantrion's Managed Security service delivers a multi-layered cybersecurity solution tailored for small and medium businesses. The service is designed to aid clients in meeting regulatory compliance requirements and operating a secure computing environment.

Managed Security requires a Systems Monitoring agreement for all covered systems.

### 6.2 List of Services

The following services are included as part of the full Managed Security offering.

#### 6.2.1 Cybersecurity Roadmap

Xantrion will provide access to our internally developed cybersecurity standards based on industry leading control frameworks. A gap analysis will be performed, at least annually, between our developed standards and current state including recommendations for improving the client's security posture.

#### 6.2.2 Automated Security Analysis and Alert Management

Automated analysis will be performed on logs, system configurations, and other data points using metrics developed by Xantrion and its partners. Alerts will be triggered on specific pre-defined conditions and will generate a support ticket to be handled by Xantrion's Network Operations Center (NOC) or Service Desk.

#### 6.2.3 Customized Security Awareness Training

Xantrion will customize a security awareness training program using the included training platform including phishing email exercises and video-based training.

#### 6.2.4 Log Aggregation and Management

Xantrion will install a system to collect specific security logs from capable servers and network security devices. These logs will be stored for 30 days in a resilient and secure hosted location. Xantrion will provide and install necessary log collectors and configure supported systems to send logs. At the end of the retention period, log data will be permanently deleted on a first-in-first-out



(FIFO) basis. If this agreement is terminated for any reason, Xantrion will be relieved of its obligation to store client's log data. Retention beyond 30 days is available at additional cost.

#### 6.2.5 Vulnerability Scanning and Management

Xantrion will scan Client's internal and internet facing hosts on a quarterly basis for devices covered by this agreement. The scan data will be used to identify known vulnerabilities and results summarized and delivered to client for review.

For systems covered by a CORE IT agreement, critical vulnerabilities will be scheduled for remediation. For systems not covered by a CORE IT agreement remediation can be performed on a time and materials basis.

#### 6.2.6 Sensitive Data Discovery

Xantrion will scan client's network annually, or more often as mutually agreed, to discover locations where sensitive data, such as Personally Identifiable Information (PII), is stored. Results will be summarized and delivered to client for review.

#### 6.2.7 Account Authentication Analytics

Xantrion will manage an approved authentication analytics system. The system is designed to detect abnormal account behavior which may indicate compromise.

#### 6.2.8 Identity Access Management

Xantrion will manage an approved identity management system used to provide single-sign on capabilities between the client's identity provider and other systems.

#### 6.2.9 Self-Assessment Support

Xantrion will provide support If client initiates or is requested to perform a self-assessment or complete a security questionnaire by a regulating agency, or partner. Included support is limited to responding to pre-formed questionnaires.

#### 6.2.10 Quarterly Reporting

On a quarterly basis Xantrion will deliver a report describing the performance of services included in this agreement.

#### 6.2.11 Annual Security Review

Xantrion will meet with the client on an annual basis to review their cybersecurity program. Topics for review during this meeting can include:

- Security Incidents
- Existing cybersecurity policies
- Latest security reports
- Exceptions to standards or recommendations

### 6.3 Limitations and client obligations

The following services can be performed according to the time and materials provisions of the General Service Agreement.

- New functionality added to existing systems, including new single-sign-on integrations.
- Vendor Assessments

## 7 Hosting

### 7.1 Description of Services

Xantrion will host your systems on Xantrion-owned assets, configured to provide a fault-tolerant operating environment for your critical systems.

### 7.2 Data location

Data is stored in secure DataCenter locations in the continental United States.

### 7.3 Service Level Agreement

See Section 7 of this document.

### 7.4 Effect of Termination

Unless otherwise agreed upon, all client data will be deleted from our hosting environment upon termination of this service.

Prior to termination, in order to ensure continuity of service, at no cost, we will make server images and / or data available to Client or Client's new service provider for migration to their systems.

We can perform a migration from our service to an alternate provider or provide copies of images on portable media on a time and materials basis.

## 8 Limitations applicable to all services

### 8.1 Support for End Users not covered by a CORE IT agreement

Support requests for end users not covered by a CORE IT agreement must be escalated to us by the client's internal IT team. Xantrion cannot take support requests directly from end users, themselves.

### 8.2 Policy Authoring, Audit, and Questionnaire Support

Assistance with the creation of Client's internal compliance and security policies, responses to third party audit requests for a detailed description of client's cybersecurity, business continuity and / or disaster recovery practices will be provided on a time and materials basis. E.G. regulatory examinations, ISO certification, SSAE audits, investor, insurance, or other due diligence requests.

## 9 Authorized Contacts

The Client will provide Xantrion with a list of individuals, including e-mail addresses and mobile phone numbers, who are authorized to approve access control requests, as defined in the "Support FAQs for Liaisons" document.

## 10 Phone and Email Support hours of operation

Our phones are answered live 24 x 7 x 365. Details of coverage as follows:

### 10.1 Phone Answer

- Phones are answered live by our Client Service Representatives from 6:00 AM to 7:00 PM PST, Monday through Friday, excluding normal holidays. Our CSRs will make every effort to connect you to an Engineer who can assist you immediately.
- If all Engineers are busy when you call, we can arrange for a scheduled call-back
- Calls received outside of the defined business hours will be taken by a third-party answering service who will then patch the call to an On-Call Engineer, for resolution.

### 10.2 E-mail processing

- For non-urgent issues and change requests, email [support@xantrion.com](mailto:support@xantrion.com)
- Expect a response within 1 business day
- Do not e-mail if you need help immediately; please call

- E-mail requests are monitored during business hours, 9AM to 5PM PST weekdays, excluding holidays. Messages received after hours are converted into a ticket that is assigned to an Engineer at the start of the next business day

## 11 Rates for Services Outside of Scope

	Base Hourly rate
C Level	\$245/hr.
Engineer IV	\$210/hr
Engineer III	\$180/hr.
Engineer II	\$150/hr.
Engineer I	\$120/hr.

- Business hours are 6:00 AM to 7:00 PM PST (M-F,) excluding traditional holidays.
- Work outside of business hours, or scheduled less than 1 day in advance, is charged at 1.5 times the applicable base hourly rate.
- Work is charged in fifteen (15) minute increments.
- The minimum site visit charge is four (4) hours of service.

## 12 Travel Expenses

- There is no charge for travel within our normal service area, defined as the 9 counties that make up the “Bay Area.”
- Client will be notified in advance of any travel or work outside of the Bay Area that will incur added costs.
- Travel Expenses associated with work outside of the Bay Area (including transportation, hotel stays, per diem food expenses) will be billed to the client at cost.
- Time associated with travel outside of the Bay Area will be billed at ½ of the applicable Base Hourly Rate.

## 13 Service Level Agreement

### 13.1 Response Time

#### 13.1.1 Business-Critical issues

- For “business-critical” issues, or those that prevent a group of individuals from doing their work, Xantrion will make every effort to respond immediately. Your vCIO, if available, or a Xantrion manager, will coordinate the appropriate resources on the Xantrion side and provide you with a summary of impacted systems, a remediation plan and regular updates on progress.
- Xantrion will work the issue continuously until resolved, engaging Sr-level Engineering resources, subject matter experts, and vendors, as required.

#### 13.1.2 Non-Urgent Issues and Change Requests

- For non-urgent issues and change requests, email [support@xantrion.com](mailto:support@xantrion.com)
- Expect a response within 1 business day
- E-mail requests are monitored during business hours, 9AM to 5PM PST weekdays, excluding holidays. Messages received after hours are converted into a ticket that is assigned to an Engineer at the start of the next business day

### 13.2 Service Level Credits

For each thirty (30) minutes of downtime from the time we are notified (excluding scheduled maintenance,) Xantrion will issue a credit of five percent (5%) of the total Hosted Services, Systems Monitoring or Managed Backup Fees due to Xantrion for the month in which such Critical event occurred, not to exceed the total Hosted Services, Systems Monitoring or Data Backup Fees for such month.

Client is not entitled to a credit for downtime or outages resulting from circumstances beyond our control including, but not limited to, ransomware, denial of service attacks, virus attacks, or hacking attempts.

## 14 Client-Specific Provisions

None.

## 15 Costs and Service Detail


Type	Count	Price	Total
Desktop	300	\$ 110	\$ 33,000
Laptop	40	\$ 130	\$ 5,200
Thin PCs	40	\$ 35	\$ 1,400
Police MDT (Laptops)	20	\$ 135	\$ 2,700
Tablets	50	\$ -	\$ -
Smartphones	257	\$ -	\$ -
Windows Servers	49	\$ 220	\$ 10,780
ESXi Hosts	12	\$ 200	\$ 2,400
SAN	3	\$ 135	\$ 405
Firewalls / Routers	12	\$ 200	\$ 2,400
Access Points	54	\$ 20	\$ 1,080
Switches	45	\$ 50	\$ 2,250
Managed Security Essentials	450	\$ 35	\$ 15,750
Backups	40	\$ 100	\$ 4,000
<b>Monthly Total</b>			\$ 81,365
<b>Annual Total</b>			\$ 976,380

The price and equipment counts will stay constant through the first year unless there are significant changes to the environment; significant defined as 10% or more of the monthly cost.

## 16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

Signed: 

Printed: Anne Bisagno

Title: President

Company Xantrion, Inc.

Date: \_\_\_\_\_, 2019

### CITY OF SAN RAFAEL

By: \_\_\_\_\_  
JIM SCHUTZ, City Manager

ATTEST:

\_\_\_\_\_  
LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney