



SAN RAFAEL CITY COUNCIL – MONDAY, DECEMBER 16, 2019

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

1. ADA Access Advisory Committee Interviews

Interview Applicants and Consider Applicants and Consider Appointments to Fill Four Four-Year Terms and One Four-Year Alternate Member Term to the End of October 2023 Due to the Expiration of Terms of Ashley Tomerlin, Ewen McKechnie, Jonathan Frieman, Timothy Lord and Alternate Member John Erdmann

Recommended Action – Interview Applicants and Make Appointments

**REGULAR MEETING
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 Meeting of Monday, December 2, 2019 (CC)

- Recommended Action – Approve minutes as submitted*

- b. **Annual Measure E TUT Oversight Committee Report**
Accept Measure E Transactions and Use Tax (TUT) Oversight Committee Report for Fiscal Year 2018-2019 (Fin)
Recommended Action – Accept report
- c. **Special Library Parcel Tax Report FY2018-2019**
Accept Special Library Parcel Tax Committee’s Annual Measure D Report (LR)
Recommended Action – Accept report
- d. **Rotary Manor Drainage**
Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Coastland Civil Engineering, Inc. for Engineering Design and Environmental Clearance Services Associated with the Rotary Manor Drainage Improvements Project in an Amount Not to Exceed \$163,526 (PW)
Recommended Action – Adopt Resolution
- e. **Land Exchange Between the City of San Rafael and the Sonoma-Marin Area Rail Transit District (SMART)**
Resolution Approving and Authorizing the City Manager to Execute a Property Exchange Agreement Between the Sonoma-Marin Area Rail Transit District (SMART) and the City of San Rafael, and a Quitclaim Deed of City Property to SMART, and to Accept the Quitclaim Deed of SMART Property on Behalf of the City of San Rafael (PW)
Recommended Action – Adopt Resolution

PUBLIC HEARINGS:

5. Public Hearings:

- a. **Marin Sanitary Service Rates for 2020**
Resolution Establishing Maximum Rates Collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be Effective January 1, 2020 (CM)
Recommended Action – Adopt Resolution
- b. **Dominican Sisters Lourdes Convent – Transitional Housing Use**
Resolution Approving a Use Permit Amendment (UP19-039) to Permit the Continued Use of the “Yellow Hallway” Area of the Lourdes Convent as a Single Residential Unit for Transitional Housing in Perpetuity at 77 Locust Avenue (APN 015-112-23) (CD)
Recommended Action – Adopt Resolution
- c. **Changing Speed Limits on Three Streets in San Rafael**
Consideration of an Ordinance of the City of San Rafael Regarding Speed Limit Change on Francisco Boulevard West, Woodland Avenue, and Du Bois Street Pursuant to Section 22357 of the California Vehicle Code (PW)
Recommended Action – Pass Ordinance to print

OTHER AGENDA ITEMS

6. Other Agenda Items:

- a. **Public Safety Bargaining Unit Side Letters Extending Current Memorandums of Understanding (MOU) (HR)**
 - i. Resolution Approving Side Letter Agreement with San Rafael Fire Chief Officers' Association
Recommended Action – Adopt Resolution
 - ii. Resolution Approving Side Letter Agreement with San Rafael Firefighters' Association, I.A.F.F. Local 1775
Recommended Action – Adopt Resolution
 - iii. Resolution Approving Side Letter Agreement with San Rafael Police Association
Recommended Action – Adopt Resolution
 - iv. Resolution Approving Side Letter Agreement with San Rafael Police Mid-Management Association
Recommended Action – Adopt Resolution
- b. **2020 Vice-Mayor**
Select Vice-Mayor for the City of San Rafael 2020 (CC)
Recommended Action – Select Vice-Mayor for 2020
- c. **2020 City Council Appointments**
Approve City Council Appointments to Committees 2020 (CC)
Recommended Action – Approve Appointments

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

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

7. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: -None.

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection in the City Clerk's Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters and assistive listening devices may be requested by calling (415) 485-3066 (voice), emailing Lindsay.lara@cityofsanrafael.org or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request. Public transportation is available through Golden Gate Transit, Line 22 or 23. Paratransit is available by calling Whistlestop. Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: _____

TOPIC: ADA ACCESS ADVISORY COMMITTEE INTERVIEWS

SUBJECT: INTERVIEW APPLICANTS AND MAKE APPOINTMENTS TO FILL FOUR FOUR-YEAR TERMS AND ONE FOUR-YEAR ALTERNATE MEMBER TERM TO THE END OF OCTOBER 2023 DUE TO THE EXPIRATION OF TERMS OF ASHLEY TOMERLIN, EWEN MCKECHNIE, JONATHAN FRIEMAN, TIMOTHY LORD AND ALTERNATE MEMBER JOHN ERDMANN

RECOMMENDATION:

Interview applicants and make appointments to fill four four-year terms and one four-year alternate member term to the end of October 2023 due to the expiration of terms of Ashley Tomerlin, Ewen McKechnie, Jonathan Frieman, Timothy Lord and Alternate Member John Erdmann.

| Name | |
|------------------|---------------------|
| Ashley Tomerlin | Timothy Lord |
| Ewen McKechnie | John Erdmann |
| Jonathan Frieman | Francine Falk-Allen |

BACKGROUND:

On August 19, 2019, the City Council called for applications to fill four four-year terms and one alternate member four-year term on the ADA Access Advisory Committee due to the expired terms of Ewen McKechnie, Ashley Tomerlin, Timothy Lord and Jonathan Frieman, and alternate member John Erdmann. Five (5) applications were received in the City Clerk's Office by the deadline of Tuesday, September 10, 2019. Due to the low number of applications received, staff extended the deadline for applications and received one additional application, for a total of six (6) applications, by Friday, November 15, 2019.

COMMUNITY OUTREACH:

The call for applications for ADA Access Advisory Committee 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 action.

FOR CITY CLERK ONLY

File Number:

Council Meeting:

Disposition:

RECOMMENDED ACTION: Interview applicants and make appointments to fill four four-year terms and one four-year alternate member term to the end of October 2023 due to the expiration of terms of Ashley Tomerlin, Ewen McKechnie, Jonathan Frieman, Timothy Lord and Alternate Member John Erdmann.

ATTACHMENTS:

1. Six (6) applications
2. ADA Access Advisory Committee Bylaws

Profile

Ashley _____ Tomerlin _____
First Name Middle Initial Last Name

Which Boards would you like to apply for?

ADA Access Advisory Committee: Appointed

Email Address

Street Address

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?

2.5

Primary Phone

Alternate Phone

MIG _____
Employer

Access Specialist, Landscape Architect _____
Job Title

Business Address

How did you learn about this vacancy? *

Other

Interests & Experiences

Do you participate in any civic activities?

I have been a member of the San Rafael ADA Access Committee for the last year. In previous places I've lived, I was active with the Parks Department in volunteer ecological restoration projects and In Sausalito, I was involved with the Art Festival, Jazz by the Bay, holiday parades, and many community events at the Woman's Club.

List any civic organizations of which you are a member:

Sausalito Woman's Club, San Rafael ADA Access Committee

Education:

BA - UC San Diego, Urban Studies and Planning, Political Science MLA - City University New York, Landscape Architecture

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

As a new member of the community, I'm interested in establishing roots and I want to participate in San Rafael. We have a young family with sons that will be going through the school system, we are active users of the parks and sidewalks, and I have a perspective that I feel would be helpful to the committee.

Question applies to ADA Access Advisory Committee

Please describe your involvement with the disabled community in San Rafael:

I have been a member of the San Rafael ADA Access Committee for the last year. Through my work, I've been involved at the County level with developing the Inclusive Access Plan for the Marin County Parks trail system, with the cities of Larkspur and Novato with the development of ADA Self-Evaluation and Transition Plans, as well as one-off design and consulting projects in Sausalito, Mt. Tamalpais State Park, Golden Gate National Recreation Area and Point Reyes National Seashore.

Question applies to ADA Access Advisory Committee

If selected to serve, what reasonable accommodation requests should the committee facilitator know in order for you to fully participate?

I do not require an accommodation.

Question applies to ADA Access Advisory Committee

Do you officially represent an organization, agency, or group with services for people with disabilities?

Yes No

Question applies to ADA Access Advisory Committee

If Yes to the question above, please indicate the name of the group and your position, and attach a letter of reference:

I do not officially represent an organization, agency, or group with services for people with disabilities.

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

I work as a design and disability access consultant for a private firm that serves public agencies. The only conflict I can see arising is if the City of San Rafael released an RFP for those services and my firm pursued that effort. That said, my boss, Tim Gilbert, has served on a couple boards for the City of San Rafael. I believe myself to be fair and objective, so I don't think I would be unnecessarily hard on other consultant firms if there is to be a presentation or work session.

[Tomerlin_Resume.pdf](#)

Upload a Resume

Demographics (Optional)

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

Ethnicity:

To which gender to your most identify?



How old are you?



AREAS OF EXPERTISE

- Access Planning and Design
- ADA Evaluation
- ADA Monitoring
- Design Review
- Graphic Communications
- Landscape Architecture
- Mapping
- Policy Review
- QA/QC
- Strategic Planning

EDUCATION

- MLA, City College of New York
- BA, Urban Studies and Planning, Political Science, University of California, San Diego

LICENSES/REGISTRATIONS

- Registered Landscape Architect: CA #6130
- ICC Accessibility Inspector/Plans Examiner: #8226676
- DSA Certified Access Specialist: #767

Ashley Tomerlin, CASp, RLA, ASLA, ICC

Ashley Tomerlin brings 15 years of experience in design and construction to access planning projects. An expert in California and federal accessibility standards, her project work includes developing universal access guidelines and design standards for outdoor recreation environments; producing accessibility studies, monitoring reports, and self-evaluation and transition plans.

Ms. Tomerlin has served as project manager for access planning projects including California State Parks Tucker Monitoring; the San Francisco Bay Water Trail Accessibility Plan; Marin County Inclusive Access Plan; Self-Evaluation and Transition Plans for Novato, Coronado, Larkspur, Cupertino, Riverbank, Reedley, and Yountville; and facility assessments and design review for Burlingame, Santa Rosa, and Sonoma County Fair.

RELEVANT EXPERIENCE

- California Department of Parks and Recreation Third-Party-Monitor Tucker Consent Decree, *Statewide, California*
- The San Francisco Bay Area Water Trail Accessibility Plan, *California State Coastal Conservancy*
- Supplemental Analysis of ADA Status of Program Accessibility for Recreation Elements Included in the 2010 ADA Standards, *San Francisco, California*
- PG&E Campground Design Manual, *Statewide, California*
- Point Reyes National Seashore Accessible Path-of-Travel, *Marin County, California*
- Burlingame Facility Evaluations, *Burlingame, California*
- *Coronado ADA Self-Evaluation and Transition, Coronado, California*
- Lancaster Citywide ADA Self-evaluation and Transition Plan, *Lancaster, California*
- Marin County ADA Self-Evaluation and Transition Plan, *Marin County, California*
- Novato ADA Self-Evaluation and Transition, *Novato, California*
- Yountville ADA Self-Evaluation and Transition, *Yountville, California*
- South San Francisco ADA Self-Evaluation and Transition, *South San Francisco, California*

Profile

Ewen _____ Mckechnie _____
First Name Middle Initial Last Name

Which Boards would you like to apply for?

ADA Access Advisory Committee: Submitted

Email Address

Street Address

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?

23 years

Primary Phone

Alternate Phone

Retired _____
Employer

Owner _____
Job Title

Business Address

How did you learn about this vacancy? *

City Council Agenda

Interests & Experiences

Do you participate in any civic activities?

City of San Rafael A.D.A. Advisory Committee Member

List any civic organizations of which you are a member:

San Rafael Yacht Club San Rafael Rod and Gun Club

Education:

B.A. (Econ)

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

Using my education and life experiences to contribute to my home city.

Question applies to ADA Access Advisory Committee

Please describe your involvement with the disabled community in San Rafael:

I am a wheelchair user.

Question applies to ADA Access Advisory Committee

If selected to serve, what reasonable accommodation requests should the committee facilitator know in order for you to fully participate?

none

Question applies to ADA Access Advisory Committee

Do you officially represent an organization, agency, or group with services for people with disabilities?

Yes No

Question applies to ADA Access Advisory Committee

If Yes to the question above, please indicate the name of the group and your position, and attach a letter of reference:

Disabled Veterans Of America. (D.A.V.)

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

none

Upload a Resume

Demographics (Optional)

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Ethnicity:

To which gender to your most identify?



How old are you?



Profile

Francine

First Name

Falk-allen

Last Name

Middle Initial

Which Boards would you like to apply for?

ADA Access Advisory Committee: 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?

16.5 + previous

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Self

Employer

Author

Job Title

Business Address

[Redacted]

How did you learn about this vacancy? *

Other

Interests & Experiences

Do you participate in any civic activities?

Facilitate a polio support group and a writing group; donate to many charities.

List any civic organizations of which you are a member:

Polio Survivors of Marin; donor to Marin Community Clinics, Homeward Bound, Ritter House, Cedars

Education:

BA in Managerial accounting (retired)

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

Given my walking difficulty I readily see access problems. I keep up on ADA issues and actually see some areas where it has hindered access. I believe that common ground could be attained regarding all types of access. Most handicapped people are not in wheelchairs and close access parking is more of a problem than ramps in our city, plus doors that do not have automatic push buttons; hard to handle doors if you are weak or using crutches. Parking has been reduced in some areas in order to put in "attractive" sidewalks. Sometimes handicapped people just have to skip errands or social events due to lack of DP parking. There is no parking within half a block for the transit center, for instance. These are just a few things that come up in our community.

Question applies to ADA Access Advisory Committee

Please describe your involvement with the disabled community in San Rafael:

I wrote a book: Not a Poster Child: Living Well with a Disability--A Memoir and blog about disability. I facilitate Polio Survivors of Marin support group.

Question applies to ADA Access Advisory Committee

If selected to serve, what reasonable accommodation requests should the committee facilitator know in order for you to fully participate?

A two-hour meeting is a bit tiring, and hard for me to sit for two hours without getting up, but I can stand for a couple of minutes and sit again, etc. Need close parking and preferably no stairs which are difficult for me. Would prefer that the committee met at the end of the day because many handicapped people still work full time and this would allow them to attend if desired. Since I can choose my work hours I can attend at 2:00 on Wednesdays. When I first came to one of your meetings, it was listed at 5:00 and was then cancelled. I would want advance notice of cancellations as getting to the meeting was an effort.

Question applies to ADA Access Advisory Committee

Do you officially represent an organization, agency, or group with services for people with disabilities?

Yes No

Question applies to ADA Access Advisory Committee

If Yes to the question above, please indicate the name of the group and your position, and attach a letter of reference:

Polio Survivors of Marin. I started the support group and facilitate it quarterly, and send out relevant info via email. We are a subsidiary of another non-profit in Santa Rosa and our branch does not have any official stationery or any of that! You can see that we have a Facebook page but it's private, and most of our 40 members do not participate on Facebook.

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

None that I can think of.

Upload a Resume

Demographics (Optional)

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

Ethnicity:

To which gender to your most identify?

How old are you?

Profile

John _____ Erdmann _____
First Name Middle Initial Last Name

Which Boards would you like to apply for?

ADA Access Advisory Committee: Submitted

Email Address

Street Address

Suite or Apt

SAN RAFAEL _____
City

CA _____ 94903 _____
State Postal Code

Are you a resident of San Rafael

Yes No

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

45

Primary Phone

Alternate Phone

Employer

Job Title

Business Address

How did you learn about this vacancy? *

None Selected

Interests & Experiences

Do you participate in any civic activities?

List any civic organizations of which you are a member:

Education:

BS-Chem Engr

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

Previously served

Question applies to ADA Access Advisory Committee

Please describe your involvement with the disabled community in San Rafael:

Very aware of disabled from 20 years as a contractor

Question applies to ADA Access Advisory Committee

If selected to serve, what reasonable accommodation requests should the committee facilitator know in order for you to fully participate?

None

Question applies to ADA Access Advisory Committee

Do you officially represent an organization, agency, or group with services for people with disabilities?

Yes No

Question applies to ADA Access Advisory Committee

If Yes to the question above, please indicate the name of the group and your position, and attach a letter of reference:

I answered no

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

None

Upload a Resume

Demographics (Optional)

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

Ethnicity:

To which gender to your most identify?



How old are you?



Profile

Jonathan _____ Frieman _____
First Name _____ Middle Initial _____ Last Name _____

Which Boards would you like to apply for?

ADA Access Advisory Committee: Submitted

Email Address

Street Address

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?

25

Primary Phone

Alternate Phone

n/a _____
Employer

n/a _____
Job Title

Business Address

How did you learn about this vacancy? *

Other

Interests & Experiences

Do you participate in any civic activities?

Several

List any civic organizations of which you are a member:

President, Marin County Law Library; member, Alliance for San Rafael's Future; board president, InSpirit; member, New Beginnings Law Center.

Education:

BA, 1975, Univ of Denver MPA, 1976, Univ of Denver Aston Patterning Certification, 1984 Juris Doctorate, 1996, New College School of Law

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

In this particular case, it's to bring awareness of the needs of people with hearing loss to the City of San Rafael, as well as ensure that the ADA Advisory Committee functions legally, efficiently, and effectively

Question applies to ADA Access Advisory Committee

Please describe your involvement with the disabled community in San Rafael:

Past president of Marin Center for Independent Living; currently ensuring that assistive devices for the hearing impaired are installed in all public facilities on the City properties--so far, Terra Linda and Falkirk are the only outlets without such devices

Question applies to ADA Access Advisory Committee

If selected to serve, what reasonable accommodation requests should the committee facilitator know in order for you to fully participate?

All meetings should be conducted so that everyone hears everything that is said. The April, 2019 meeting was not conducted in such a manner.

Question applies to ADA Access Advisory Committee

Do you officially represent an organization, agency, or group with services for people with disabilities?

Yes No

Question applies to ADA Access Advisory Committee

If Yes to the question above, please indicate the name of the group and your position, and attach a letter of reference:

No need

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

None

[current_rez_2019_2_.doc](#)

Upload a Resume

Demographics (Optional)

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

Ethnicity:

To which gender to your most identify?



How old are you?



JONATHAN FRIEMAN

San Rafael, CA 94901

EDUCATION :

Juris Doctorate, New College School of Law, San Francisco, 1996
Masters in Public Administration, University of Denver, 1977
Bachelor of Arts, University of Denver, 1975

Aston-Patterning Practitioner, 1984
Cranio-Sacral Therapy, Upledger Institute, 1985
Neuro-Linguistic Programming, Master Level, 1985

Hun School of Princeton, 1971
Valley Road Middle School, 1967
Johnson Park Elementary School, 1965
Mrs. Cortleyou's Nursery School, Magna cum Laude 1958

NON-PROFIT INITIATIVES

- Co-Founder, Keep it Local San Rafael
- Co-Founder and President, JoMiJo Foundation, 1999
- Co-Founder, Former Co-President, San Pedro Road Coalition, 2000 (sprcoalition.org)
- Co-Founder, Center for Corporate Policy, 2003 (corporatepolicy.org)
- Co-Founder, Current Innovations, 2005
- Co-Founder, DC Roundtable, 2004 and 2006

LAW SCHOOL INTERNSHIPS:

Legal Aid of Marin
1996/ Specialized in landlord-tenant law

AIDS Legal Referral Panel (ALRP)
May 15, 1995, to June 15, 1995
ALRP publishes the AIDS Law Manual
(Received byline on public access chapter)

California Department of Insurance
June 15 to December 15, 1995
Reviewed applications of companies wishing to viaticate insurance policies

EMPLOYMENT :

General Manager
2015
Marin County Pride Minor League Football Team

Hands-on Advanced Bodywork Private Practice
1982 to 1993
Bodyworker and Therapist

Hearing Society of the Bay Area

San Francisco, CA
March 1991 thru July 1991
Consultant and Advocacy Specialist on Americans with Disability Act

Pocket Ranch

Geyserville, CA
June, 1989 to July 1993
Bodyworker and Therapist

Colorado Center for Biobehavioral Health

Boulder, Colorado
March 1987 to May 1989
Bodyworker and Therapist

Rocky Mountain School of Healing Arts

Boulder Massage School
Boulder, Colorado
January 1986 thru July 1987
Faculty Member

Sherman & Howard

Denver, Colorado
November 1980 to March 1982:
Systems Analyst

Curtain Magazine

Denver, Colorado
June 1979 to November 1980
Co-Founder and Marketing Director for playbill for smaller performing arts outlets

Straight Creek Journal

Denver, Colorado
July 1978 thru December 1979
Account Manager for weekly newspaper similar to Pacific Sun

Regis College

Continuing Education Department
Denver, Colorado
June 1977 to December 1977
Director of Sales and Industrial Training for Continuing Education Department

City and County of Denver

Denver, Colorado
September 1976 to May 1977
Economic Research Consultant

EMPLOYMENT DURING COLLEGE:

Educational Opportunity Program

University of Denver

June 1974 to June 1975

Director for program which provided financial supplement to qualified students

Free Magazine

University of Denver

June 1973 to June 1974

Editor and Publisher of bi-weekly news magazine

EMPLOYMENT DURING HIGH SCHOOL:

Salmagundi

Princeton, New Jersey

Fall, 1970 to Summer, 1971

Founder, Event Promotion Enterprise and Teen Youth Activity Center known as Flight II

SERVICE:

- Bassist, River Oaks Ramblers, 2013 to present
- Assistant Coach, Wide Receivers and Defensive Backs, San Rafael High School Varsity Football team, 2018 to present
- Co-Founder, Friends of the Marin County Public Law Library
- Co-Founding Member, North Bay Elder E-bikers
- President, Marin County Public Law Library Board of Trustees
- Member of Board of New Beginnings Law Center
- Board Member, San Rafael Downtown Business Improvement District, 2016
- Member, Marin County Anti-Trafficking Coalition, 2015
 - o Data Collection Committee
 - o Education Committee
- Community Representative for Marin Youth Court, 2008 to present
- General Manager, Marin County Pride, adult tackle football team, 2013
- Assistant Coach, Marin County Pride, Minor League Football Team
- Assistant Coach, San Rafael Hi Varsity football team, Fall 2011, 2012, 2013
- Assistant Coach, San Rafael Hi JV football team, Fall 2009 & 2010
- Member, Past President and Past Secretary, Board of Directors, Marin City Health & Wellness Center, 2010 to present
- Past Board Member, Ritter Center, 2011 to 2012
- Founder, Thursday Morning Group, 2011 to 2012
- Member, Advisory Board, San Rafael Pacifics
- Mediator, Albert Park Neighborhood Asstn lawsuit v. San Rafael Pacifics
- Chief Organizer, Keep it Local: an effort to keep Target out of San Rafael, 2010 to
- Community Representative for Marin Youth Court
- Former President, Board of Directors, Strategic Energy Innovations, San Rafael, CA
- President, Board of Directors, Inspirit, Woodacre, CA
- Former Member and Past President, Board of Directors, Amazon Watch, Malibu & San Francisco, CA
- Former Vice President, Board of Directors, California Clean Money, LA, CA
- Past Mentor, MEF Summer Applications Institute (now 10,000 Degrees)
- Past President, Board of Directors, Marin Center for Independent Living, SR, CA
- Co-chair, 1993-94, Sonoma County Barrier Awareness Day
- Member, City of Santa Rosa ADA Implementation Committee, 1992
- Member, Board of Directors, Center on Deafness, July 1987 to May 1989
- Volunteer, Hospice of Metro Denver: 1982 to 1984

-- Student Senate, two consecutive terms, University of Denver, 1973-74

References Provided on Request

Profile

Question applies to ADA Access Advisory Committee

ADA Access Advisory Committee: The deadline for filing applications is open until filled.

First Name

Timothy

Middle Initial

R

Last Name

Lord

Which Boards would you like to apply for?

ADA Access Advisory Committee: Submitted

Email Address

[Redacted]

Street Address

[Redacted]

City

san rafael

State

CA

Postal Code

94903

Suite or Apt

[Redacted]

Are you a resident of San Rafael

Yes No

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

20 years

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Employer

TruNorth Projects, LLC

Job Title

Counsel

Business Address

[Redacted]

How did you learn about this vacancy? *

NextDoor

Interests & Experiences

Do you participate in any civic activities?

Little League and High School baseball Boards and field maintenance activities

List any civic organizations of which you are a member:

Dixie Terra Linda Little League Board (6 years); Member, Terra Linda High School Athletic Boosters (1 year)

Education:

Tulane Law School, Juris Doctor, 1992 University of California, Riverside, Bachelor of Science, Economics, 1988

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

Provide assistance to the City in in compliance with ADA

Question applies to ADA Access Advisory Committee

Please describe your involvement with the disabled community in San Rafael:

Personal experience with neighbor who has a disabled daughter.

Question applies to ADA Access Advisory Committee

If selected to serve, what reasonable accommodation requests should the committee facilitator know in order for you to fully participate?

None

Question applies to ADA Access Advisory Committee

Do you officially represent an organization, agency, or group with services for people with disabilities?

Yes No

Question applies to ADA Access Advisory Committee

If Yes to the question above, please indicate the name of the group and your position, and attach a letter of reference:

n/a

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

None

[Resume_of_Timothy_R_Lord_Esq..pdf](#)

Upload a Resume

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:

None Selected

To which gender do you most identify?

None Selected

How old are you?



TIMOTHY R. LORD

San Rafael, California 94903

PROFESSIONAL EXPERIENCE

General Litigation and Trial Counsel, TrueNorth LLC Groups (2010-Present)

Provide legal advises to diversified domestic and international maritime transportation group of companies on business. Supervise and implement all phases of company risk management including insurance and claims handling, foreign and domestic litigation/arbitration supervise outside counsel and handle litigation as First Chair;

Co-Chair, Admiralty/Energy Group, Lewis, Brisbois, Bisgaard & Smith (2004-2010)

Develop and Supervised Am-Jur 100 law firm's national Admiralty/Energy Practice Group handling of maritime matters: personal injury including Jones Act, products liability, vessel arrests, limitation of liability, in rem, salvage, collisions, regulatory, environmental (OPA'90); maritime and government contracts; property damage claims; shipboard investigations and marine insurance coverage.

Partner-in-Charge, Kaye, Rose and Maltzman (2001-2004)

Partner in San Francisco Office of mid-sized P&I correspondent maritime firm; handled and supervised broad range of defense litigation including personal injury for major international ocean carriers and cruise lines; negotiated maritime contracts and drafted charter parties and bills of lading and advised on environmental and compliance issues.

Trial Attorney, Civil Div., Torts Branch, Admiralty/Aviation Section (1992-2001)

Represented the United States Departments and Agencies nation-wide in over 25 federal trial and appellate courts and Supreme Court involving maritime personal injury including wrongful death and Jones Act claims, cargo claims, OPA'90 civil prosecution/criminal assist, salvage, ship mortgage foreclosures, property claims; Oceania Regional Response Team Representative.

EDUCATION/BAR ADMISSIONS/MEMBERSHIP:

Tulane Law School, Juris Doctor, 1992 Editor: Tulane Maritime Law Journal
University of California, Riverside, Bachelor of Science, Economics, 1988
Pennsylvania Bar: 1992 (inactive); California Bar: 2001; Washington Bar: 2003
Maritime Law Association, Proctor in Admiralty

**THE CITY OF SAN RAFAEL
AMERICANS WITH DISABILITIES ACT ACCESS ADVISORY COMMITTEE
BYLAWS**

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Americans with Disabilities Act Access Advisory Committee, hereinafter referred to as the "ADA Access Advisory Committee," or the "Committee."

Section 1.2. Purpose. The ADA Access Advisory Committee provides valuable input in determining disability policy for the City of San Rafael. The ADA Access Advisory Committee provides input, advises the City on matters relating to people with disabilities, and is a primary public networking resource between persons with disabilities, disability service agencies, representatives from government agencies, and others. Members of the committee represent a broad cross-section of members of the community with disabilities, reflecting multiple disabilities, and the cultural and gender diversity of the wider disability community. The ADA Access Advisory Committee works in conjunction with the City of San Rafael.

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

The ADA Access Advisory Committee may:

1. Act as a liaison between the City and the disabled community living and doing business in the City of San Rafael;
2. Assist the City with ADA projects including, but not limited to the: Self Evaluation, Transition Plan, publicity, website content, training, and emergency planning for persons with disabilities;
3. Solicit public input on city-related ADA projects and programs and provide a public forum for individuals with disabilities and groups representing people with disabilities;
4. Facilitate community awareness and advocacy by identifying and articulating common concerns;
5. Advise and educate members of the disability community, City staff, and the public about disability rights and accessibility issues;
6. Provide input to the City for the removal of physical barriers in City facilities, on City property, and the public rights-of-way based upon identified needs and

budget;

7. Work to improve accessibility for persons with disabilities throughout the community;
8. Promote emerging state and national disability issues relevant to the City;
9. Provide input for prioritizing barrier removal projects that are funded in the Capital Improvement Plan. The Director of Public Works shall have the final decision over the approval and authorization of projects;
10. Provide input on Disabled Access Hardship Applications submitted to the Building Division on permitted projects. The Chief Building Official shall have the final decision over the Disabled Access Hardship Application.

The ADA Access Advisory Committee is **not** involved in:

1. ADA compliance related to private development applications, approvals, or enforcement other than Disabled Access Hardship Applications as described above. This responsibility is carried out by the Community Development Department.
2. Grievances under the ADA directed toward the City. Anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of San Rafael shall fall under the provisions of the City's grievance procedure.
3. Project review and approval. Existing Boards or Commissions (such as the Design Review Board or Planning Commission) that are established for public or private project review and approval, which includes full ADA compliance, shall remain with those Boards and Commissions.
4. City bids, contracts and agreements. The City has full responsibility to ensure that all approved bids, contracts and agreements are in full compliance under the ADA.

Section 1.4. Brown Act. All meetings of the ADA Access Advisory Committee shall be open and public, and all persons shall be permitted to attend any meeting of the ADA Access Advisory Committee, except as otherwise provided in the Ralph M. Brown Act. (Government Code Sections 54950 et seq.) Meetings will be accessible to all, with accommodations for accessibility issues made upon request. Any person who disrupts the meeting may be asked to leave and be removed.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The ADA Access Advisory Committee shall

consist of seven (7) voting members, one (1) alternate member, and one (1) non-voting City staff member who will act as the Committee Chairperson. The City staff member will typically be the City's ADA Coordinator, but in all instances shall be the person appointed by the City Manager.

Section 2.2. Eligibility. The seven (7) voting ADA Committee members and one (1) alternate shall consist of the following, each having the same duties and responsibilities:

1. Persons who are, or family members of, City of San Rafael residents with disabilities; and/or
2. Individuals residing in the City of San Rafael serving persons with disabilities in Marin County; and/or
3. Property owners, business owners, or individuals residing in the City of San Rafael with expertise and/or affiliations with private or public organizations concerned with issues of accessibility and/or other issues of concern to persons with disabilities; and/or
4. One member of the Committee may represent the San Rafael business community interest.

Membership on the Committee shall not be limited based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. An effort will be made to ensure that the membership is balanced and diverse based on the eligibilities above.

Section 2.3. Appointment of Committee Members. Voting Committee members and alternate member shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael and as otherwise determined by the City Clerk.

Section 2.4. Terms of Appointment. Each Committee member shall serve a minimum term of four (4) years but not more than two terms. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year. A Committee member whose term is expiring should notify the Chairperson at least ninety (90) days before the end of his/her term whether he/she wishes to continue his/her membership.

Section 2.5. Resignation. All resignations from the ADA Access Advisory Committee shall be submitted in writing to the Chairperson. The resigning Committee member should provide as much notice as possible.

Section 2.6. 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 three (3) consecutive ADA Committee meetings without notification to the Chairperson, or six absences (whether excused or unexcused) in any term, shall result in immediate review of Committee membership by the Committee. If agendized for such action, the Committee may vote to remove the absent Committee member and declare the position to be vacant. Such voting may be on the same day as the review or at a future meeting. Previously dismissed Committee members may be eligible for reappointment to the Committee in accordance with Section 2.4.

Section 2.7. Vacancies. Vacancies, no matter how arising, shall be published on the website for the City of San Rafael and as otherwise determined by the City Clerk.

Section 2.8. Compensation. Committee members serve without compensation.

Section 2.9. Duties of the Chairperson. The Chairperson shall preside over all ADA Access Advisory Committee meetings and shall be responsible for preparing agendas, meeting minutes, and maintaining records of documents submitted to the Committee for consideration at the meeting. If the Chairperson is unable to attend a regularly scheduled meeting, the regularly scheduled meeting shall be cancelled and resumed at the next regularly scheduled meeting.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website. Meetings shall be held quarterly on the first Wednesday of March, June, September and December at 2:00 p.m. at City Hall. If the regular meeting dates fall on a legal holiday, that meeting may be held on a date selected by the Committee at the regular meeting preceding the holiday.

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. Agenda packets for regular meetings will be provided to the Committee members at least two (2) business days before the scheduled meeting.

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

Section 3.4. Quorum. Four (4) voting members of the Committee shall constitute a quorum for the transaction of business at any regular or special meeting of the ADA Access 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 recommendation that will be presented to the City Council, City Manager, Director of

Public Works, or Chief Building Official, 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.

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 amendment shall become effective immediately upon a majority vote of approval by the City Council.

In the Council Chambers of the City of San Rafael, Monday, December 2, 2019



**Regular Meeting
San Rafael City Council**

Minutes

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

Absent: None

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 - 6:30 P.M.

1. Mayor Phillips announced Closed Session items.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL – 6:30 P.M.

2. Closed Session:
 - a. Conference with Labor Negotiators – Government Code Section 54957.6
Lead Negotiator: Timothy L. Davis (Burke, Williams & Sorensen)
Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Nadine Hade,
Police Chief Diana Bishop, Fire Chief Christopher Gray
Employee Organizations: San Rafael Police Mid-Management Association; Public
Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police
Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire
Chief Officers' Association

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

Additionally, City Attorney Robert Epstein announced there was no reportable action taken in the Closed Session that commenced following the Regular City Council meeting on Monday, November 18, 2019.

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

- Salamah Locks, Commission on Aging, announced an upcoming meeting Thursday at the Marin Valley Mobile Country Club on the topic of California's New Master Plan for Aging.
- Eda Lochte, Downtown Business Improvement District, addressed the City Council regarding extending the West End lighting to downtown San Rafael
- Jed Greene, Downtown Business Improvement District, addressed the City Council regarding extending the West End lighting to downtown San Rafael

CITY MANAGER'S REPORT:

3. City Manager's Report:

- City Manager Jim Schutz announced:
 - the Economic Development Subcommittee met to discuss extending the West End lights to downtown San Rafael and commented that the Department of Public Works had planned to continue the lighting to downtown and it would be completed around February 2020
 - free 3-hour parking in downtown San Rafael lots and parking garages for the holiday season through December 31st
 - the Lighted Boat Parade hosted by Marin Yacht Club on December 7, 2019 from 5 to 8 p.m. in the Canal

CONSENT CALENDAR:

4. Consent Calendar Items:

Mayor Phillips invited public comment on the Consent Calendar, however there was none

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

- a. **Approval of Minutes**
Approve Minutes of City Council / Successor Agency Regular and Special Meetings of Monday, November 18, 2019 (CC)
[Regular Minutes 2019-11-18](#)
[Special Minutes 2019-11-18](#)

Approved minutes as submitted

- b. **Agency Report of Public Officials 2020**
Adoption of Agency Report of Public Officials Appointments (FPPC Form 806) (CA)
[Agency Report of Public Officials 2020](#)

Approved staff recommendation

- c. **Dominican Sisters Lourdes Convent - Transitional Housing Use**
Resolution Approving a Use Permit Amendment (UP19-039) to Permit the Continued Use of the "Yellow Hallway" Area of the Lourdes Convent as a Single Residential Unit for Transitional Housing in Perpetuity at 77 Locust Avenue (CD)

[Dominican Sisters Lourdes Convent - Transitional Housing Use](#)

Continued to 12/16/2019 City Council Meeting for a Public Hearing

- d. **Fire Prevention Grant Application**
Resolution Approving the Filing of an Application for the California Climate Investment Fire Prevention Grant Program (FD)

[Fire Prevention Grant Application](#)

RESOLUTION 14745 - RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR THE CALIFORNIA CLIMATE INVESTMENT FIRE PREVENTION GRANT PROGRAM

- e. **Francisco Blvd. West Multi-Use Path 2nd Street to Rice Drive Funding**
Resolution Requesting the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2019/2020 and 2020/2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding (PW)

[Francisco Blvd. West Multi-Use Path 2nd Street to Rice Drive Funding](#)

RESOLUTION 14746 - RESOLUTION REQUESTING THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2019/2020 AND 2020/2021 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING

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

SPECIAL PRESENTATIONS:

5. Special Presentations:

- a. **Canine Jesko Swearing-in Ceremony and Welcome to Canine Blue (PD)**

Police Chief Diana Bishop introduced Canine Jesko and Comfort Canine Blue, as well as, reaffirmed Officer Anthony Scalercio's Oath of Office as a handler.

Officer Scalercio sworn-in by Chief Bishop, and Officer Scalercio provided comments and introduced Canine Jesko

Chief Bishop introduced Comfort Canine Blue and Mental Health Coordinator Lynn Murphy

Mental Health Outreach Liaison Lynn Murphy introduced Canine Blue and invited Julie Brooks, Guide Dogs for the Blind, to provide comments

PUBLIC HEARINGS

6. Public Hearings:

- a. **Downtown Business Improvement District (BID) Assessment Annual Renewal**

Resolution Approving the Downtown San Rafael Business Improvement District Assessment for Calendar Year 2020 (ED)

[Downtown Business Improvement District \(BID\) Assessment Annual Renewal](#)

Simon Vuong, Economic Development Coordinator, presented the staff report

Staff responded to questions from the City Council

Mayor Phillips invited public comment, however there was none

Councilmember Colin moved and Councilmember McCullough seconded to adopt the Resolution

ADOPTED RESOLUTION 14747 - RESOLUTION APPROVING THE DOWNTOWN SAN RAFAEL BUSINESS IMPROVEMENT DISTRICT ASSESSMENT FOR CALENDAR YEAR 2020

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

Mayor Phillips requested clarification that the resolution included the approval of appointments to the Business Improvement District. Staff responded indicating a second motion would be appropriate to approve appointments to the Downtown Business Improvement District Advisory Committee.

Councilmember Bushey moved and Councilmember McCullough seconded to approve Downtown Business Improvement District Advisory Committee appointments

Approved Business Improvement District Advisory Committee appointments

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

OTHER AGENDA ITEMS

7. Other Agenda Items:

- a. **General Plan 2040 / Downtown Precise Plan
General Plan 2040 Progress Report #3 and Resolution Amending Resolution No. 14426, Modifying Appointments to the General Plan 2040 Steering Committee (City File Nos. GPA 16-001 & P16-013) (CD)**

[General Plan 2040 Downtown Precise Plan Correspondence](#)

Planning Manager Raffi Boloyan commented on the item and introduced Barry Miller, General Plan 2040 Project Manager, Bob Grandy, Fehr & Peers Transportation Consultant, and Rafat Raie, Deputy Public Works Director who assisted in the presentation of the staff report

Staff and consultants responded to questions from the City Council.

Mayor Philips invited public comment

Speakers: Grace Geraghty, Responsible Growth in Marin (RGM), Pam Reaves, David Smith, Responsible Growth in Marin (RGM), Laurie Perenie, Shirley Fischer, Responsible Growth in Marin (RGM), Ken Dickinson, Responsible Growth in Marin (RGM), Phil Holstein, Responsible Growth in Marin (RGM), Petra Pless, Responsible Growth in Marin (RGM), Bill Carney, Sustainable San Rafael, John Reynolds

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

Councilmembers provided comments

Councilmember McCullough moved and Councilmember Gamblin seconded to adopt the Resolution, accept the report and provide feedback to staff to use a locally-based Vehicle Miles Traveled (VMT) target and set the threshold at a level that will not require projects to go through an override, retain Level of Service (LOS) as a planning tool, and retain trip-based mitigation fees, but review regularly

RESOLUTION 14748 - RESOLUTION AMENDING RESOLUTION NO. 14426, MODIFYING APPOINTMENTS TO THE GENERAL PLAN 2040 STEERING COMMITTEE (CITY FILE NOS. GPA 16-001 & P16-013)

ACCEPTED REPORT AND PROVIDED FEEDBACK TO STAFF TO USE A LOCALLY-BASED VEHICLE MILES TRAVELED (VMT) TARGET AND SET THRESHOLD AT A LEVEL THAT WILL NOT REQUIRE PROJECTS TO GO THROUGH AN OVERRIDE, RETAIN LEVEL OF SERVICE (LOS) AS A PLANNING TOOL, AND RETAIN TRIP-BASED MITIGATION FEES, BUT REVIEW REGULARLY

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

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

8. Councilmember Reports:

- Councilmember Colin attended 'Not in Our Town San Rafael' event held at San Rafael High School
- Mayor Phillips reported on:
 - Downtown Transit Center meeting he attended
 - meeting with Wildfire Committee last week
 - Parade of Lights

SAN RAFAEL SUCCESSOR AGENCY

1. Consent Calendar:

Chairman Phillips invited public comment on the Successor Agency Consent Calendar, however there was none

Member McCullough moved and Member Bushey seconded to approve Consent Calendar

- a. **Modification of Agreement in Connection with Bonds Funding a Loan Made by the San Rafael Redevelopment Agency to Martinelli House in 2007
Resolution Approving and Authorizing the Successor Agency Executive Director to Execute an Amendment to a Master Pledge and Assignment in Connection with the San Rafael Redevelopment Agency's 2007 Issuance of Multifamily Housing Revenue Bonds (Fin)**

[Modification of Agreement in Connection with Bonds Funding a Loan Made by the San Rafael Redevelopment Agency to Martinelli House in 2007](#)

RESOLUTION 2019-01 - RESOLUTION APPROVING AND AUTHORIZING THE SUCCESSOR AGENCY EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO A MASTER PLEDGE AND ASSIGNMENT IN CONNECTION WITH THE SAN RAFAEL REDEVELOPMENT AGENCY'S 2007 ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS

AYES: Members: Bushey, Colin, Gamblin, McCullough & Chairman Phillips
NOES: Members: None
ABSENT: Members: None

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 9:23 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance

Prepared by: Nadine Atieh Hade,
Finance Director

City Manager Approval: _____

TOPIC: ANNUAL MEASURE E TUT OVERSIGHT COMMITTEE REPORT

SUBJECT: MEASURE E TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE REPORT FOR FISCAL YEAR 2018-2019

RECOMMENDATION: Accept report.

BACKGROUND: On August 5, 2013, the San Rafael City Council passed [Ordinance No. 1913](#), establishing a new Transactions and Use Tax (TUT) subject to voter approval. On November 5, 2013, San Rafael voters approved Measure E. This twenty-year San Rafael three-quarter percent TUT became effective April 1, 2014, and supplanted the former Measure S one-half percent TUT, which had been in effect since April 1, 2006, and was originally scheduled to terminate on March 31, 2016.

Similar to the previous (Measure S) TUT, the enabling TUT ordinance for Measure E called for the creation of an independent oversight committee to review the collection and expenditure of this tax revenue. This committee was established on April 7, 2014 by City Council [Resolution No. 13704](#) which also set forth the roles, responsibilities and duties of the committee. On October 6, 2014, the City Council appointed five members of the public to the committee. The current members are:

- Jacqueline Schmidt - December 1, 2018 to November 30, 2022
- Larry Luckham - December 1, 2018 to November 30, 2022
- Gladys Gilliland - December 1, 2016 to November 30, 2020
- Cyr Miller - December 1, 2016 to November 30, 2020
- John Erdmann - December 1, 2016 to November 30, 2020

The purpose of this report is to present and recommend acceptance of the Measure E TUT Oversight Committee report of November 21, 2019.

ANALYSIS: The Measure E Oversight Committee met on November 21, 2019, to review the actual Measure E TUT revenues and expenditures for fiscal year 2018-2019.

Staff reported that during fiscal year 2018-2019, \$26,142,485 of Measure E TUT proceeds were expended. Consistent with the direction provided by the City Council, \$4,145,000 representing the additional one-quarter percent provided by Measure E was assigned to a Public Safety Facilities Fund. These funds were added to \$17,874,853 of bond proceeds. Interest income of \$871,481 and

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

reimbursements from the County of Marin of \$3,251,151 for Fire Station 57 supplemented the City's funds dedicated to the active public safety facilities projects. The reimbursement from the County of Marin is up to \$6,175,500 of which a portion was reimbursed in prior years and the remainder will be reimbursed in Fiscal Year 19/20.

The Measure E TUT Oversight Committee's report provides the Committee's conclusions that Measure E TUT revenues received during fiscal year 2018-2019, the sixth year in which that TUT was in effect, were "properly allocated in accordance with Measure E and approved guidelines."

FISCAL IMPACT: There is no fiscal impact associated with the acceptance of the Measure E TUT Oversight Committee report.

There is incidental impact on staff time related to the support of Measure E Transactions and Use Tax Oversight Committee. This primarily consists of preparing financial reports, performing research and providing support to the annual meeting.

RECOMMENDED ACTION: Accept the Measure E Transactions and Use Tax Oversight Committee Report for Fiscal Year 2018-2019.

ATTACHMENT:

Exhibit A: Committee's annual report

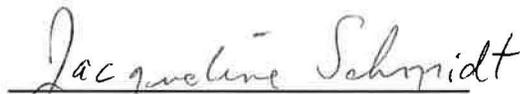
City of San Rafael
Measure E Oversight Committee Report
November 21, 2019

The City of San Rafael Measure E Oversight Committee met on November 21, 2019 and received a detailed report from the City of San Rafael Finance Director, Nadine Atieh Hade on the receipt and expenditure of funds during the fiscal year July 1, 2018 to June 30, 2019 pursuant to voter approved Measure E (San Rafael Ordinance 1913).

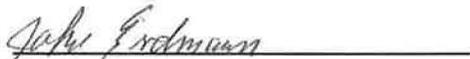
The Measure E Oversight Committee is required to review the collection, expenditure, and prioritization of the use of these funds, and report to the City Council and the community annually on the expenditures under Guidelines and Policy adopted by the San Rafael City Council.

After review, the Measure E Oversight Committee finds that these funds were properly allocated in accordance with the Measure and approved guidelines.

Respectfully Submitted:


Jacqueline Schmidt


Larry Luckham


John Erdmann


Gladys Gilliland


Cyr Miller



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library

Prepared by: Henry Bankhead
Assistant Library and Recreation Director

City Manager Approval: _____

TOPIC: SPECIAL LIBRARY PARCEL TAX REPORT FY2018-19

SUBJECT: SPECIAL LIBRARY PARCEL TAX COMMITTEE'S ANNUAL MEASURE D REPORT FOR FISCAL YEAR 2018-2019

RECOMMENDATION:

Staff recommends that the City Council accept the 2019 Special Library Parcel Tax Committee's annual report on the expenditures of the Special Library Parcel Tax funds.

BACKGROUND:

The Special Library Parcel Tax Committee (hereafter, the "Measure D Committee") was [created on May 15, 2017](#) after the passage of the Special Library Services Parcel Tax (Measure D) on the June 7, 2016 ballot. This Committee succeeded the Measure C Committee which was appointed after the passage of the Special Library Services Parcel Tax adopted by Measure C on June 8, 2010. The stated purpose of Measure D is to "maintain library hours, equipment, materials, and services for children, teens, and adults". The Measure D Committee's sole purpose is to ensure the monies have been expended in accordance with the authorized purposes of Measure D. This is the second report, ([following the first report presented December 17th, 2018](#)) on Measure D expenditures as it is the second year of the tax levied by Measure D.

The Measure D Committee consists of five members, appointed July 17, 2017 and is tasked with reviewing current and upcoming years' spending. The committee members are:

- Phyllis Brinckerhoff - Jul 17, 2017 to Jul 31, 2021
- Pamela Cook - Jul 17, 2018 to Jul 31, 2022
- Gregg Kellogg - Jul 17, 2018 to Jul 31, 2022
- Peter Lee - Jul 17, 2017 to Jul 31, 2021
- Gil Pruitt - Sep 30, 2018 to Jul 31, 2022

ANALYSIS:

The Committee's 2019 report states Measure D funds were expended appropriately for Fiscal Year 2018-2019. The final audited fund balance was \$203,137. This fund balance is a result of three primary factors

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

over the life of the tax: vacant staff positions funded by the Parcel Tax, and the accumulation of small amounts being underspent in various line items over the life of the tax. This fund balance is expected to be used in the current year for other qualifying expenses.

There is also a capital set-aside fund balance of \$353,335 earmarked for new and improved library facilities as directed by City Council. This balance was reduced from \$541,195 by \$187,860 to fund the New Library Facility Planning Project with Noll & Tam architects that concluded in July 2019.

During the past year, the Committee and Staff have engaged in discussions about the appropriate percentage of the City's general fund allocated annually for Library Services in addition to funds received through Measure D. Committee members felt this general fund percentage for Library Services was a fixed 4.41 percent annually regardless of changes in Measure D funds received¹. However, Staff felt this percentage could fluctuate annually based on other components contributing to the general fund and instead of the percentage, the focus should be on level of services.

After extensive discussion, the committee and staff have agreed the 4.41 percent general fund allocation is a target rather than a fixed requirement. Rather, the goal of the general fund allocation should be sufficient funding in addition to Measure D to maintain service levels and focus on building efficiencies with regards to work flows. By building efficiencies, the City in turn could reduce expenditures while maintaining or even increasing services levels. For example, Library services were increased in the 2018-2019 fiscal year by the addition of a Mall location offering 33 more hours per week of library services without increasing the library budget.

COMMUNITY OUTREACH:

To date the Library has received input on expenditures from the Measure D Committee through their annual report. The committee typically meets 5 times per year. This report was discussed initially at the [October 1, 2019](#) and at the [November 19, 2019](#) meeting and then finalized and voted on at the December 9, 2019 meeting, all of which were open to the public.

FISCAL IMPACT:

There is no fiscal impact from the acceptance of this report.

RECOMMENDED ACTION: Accept the Measure D Committee's Annual Report for Fiscal Year 2018-2019.

ATTACHMENTS:

1. 2019 Special Library Parcel Tax Committee's annual report

¹ 4.41 percent reflects the proportion of the City's General Fund allocated to Library Services at the time Measure C was passed in 2010.

City of San Rafael Special Library Parcel Tax Committee Report FY 2018-2019

The Committee's sole function shall be to review the expenditures of the revenues from the Special Library Services Parcel Tax, adopted by Measure D on June 7, 2016 to ensure the monies have been expended in accordance with the authorized purposes of Measure D. Measure D replaced Measure C which expired on June 30, 2017.

This is the second year of the nine year span for Measure D. The Committee met six times to review library budget and actual expenditures. The Committee agrees that the actual expenditures for the fiscal year are in line with the budgets and stated purpose of Measure D funds as stated on the ballot: "maintain library hours, equipment, materials, and services for children, teens, and adults."

Total expenditures budgeted for Measure D funds for FY 2018-2019 were \$1,243,205, which represents 27% of the total library budget of \$4,605,761. The amount actually spent was \$1,144,663.

In previous reports of Measures C and D, the committee listed as a task: "to ensure that the Library maintains its share of the general fund." This was listed because the text of Measure D states that the parcel tax would "provide a critical, consistent, locally-controlled source, augmenting current general fund allocations..."

When Measure D passed, the committee used the same method the City Attorney indicated upon passage of Measure C: the proportion of the Library of the General Fund Budget. In both cases, it was 4.4%. However, during the term of Measure C, the percentage was not and could not be maintained each year due to mandated expenses for specific departments. These were noted in the Measure C Committee's reports as acceptable variances.

The City questioned the validity of 4.4% as a continuing proportionality for Measure D. During the year, members of the Committee met with the Mayor, City Manager, Community Services Director, and Finance Director. At the July 2, 2019 Library Parcel Tax Committee Meeting, all parties agreed to the following (from the minutes of the meeting):

"General agreement that the proportionality would remain at 4.4% but that it is a shared goal that is non-binding. It is the goal of the committee to be in alignment with the ongoing proportionality that has been established."

The proportion of the Library General Fund compared to the total General Fund Budget was 4.13% for Fiscal Year 2018-2019 which is less than the shared goal. This is largely due to staffing which was 89.3% of budget while non-personnel expenditures were over budget. The Library's budgeted percentage of the General Fund was 4.46%.

With the recent establishment of the Library and Recreation department, which merges the previously independent Library and Community Services departments, the

Committee will closely monitor the Measure D revenue and expenditures. The Finance Department has assured the Committee that Measure D funds will continue to be used only for the specific Library services for which it is authorized. The Committee, therefore, expects that there will be a way to identify and break out the Library's share of the General Fund.

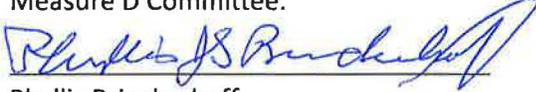
The unaudited parcel tax fund balance for FY 2018-2019 is reported as \$203,137. This includes the remaining balance of \$126,376 from Measure C. The remaining balance of the Capital Set Aside (which was created from Measure C funds) as of June 30, 2019 was \$353,335.

Measure D funds are restricted from being used for facility improvement or replacement. The Committee will be monitoring the ongoing planning for the new and improved Library facilities to ensure that Measure D funds are used appropriately.

The Measure D Committee respectfully submits this report:

Phyllis Brinckerhoff, Pamela Cook, Gregg Kellogg, Peter Lee, and Gil Pruitt.

Measure D Committee:



Phyllis Brinckerhoff



Pamela Cook



Gregg Kellogg



Peter Lee



Gil Pruitt

12/9/2019



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: _____

TOPIC: ROTARY MANOR DRAINAGE

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR ENGINEERING DESIGN AND ENVIRONMENTAL CLEARANCE SERVICES ASSOCIATED WITH THE ROTARY MANOR DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$163,526

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering, Inc. for engineering design and environmental clearance services associated with the Rotary Manor Drainage Improvements Project for a total appropriated amount of \$163,526.

BACKGROUND:

Rotary Manor, located at 1821 Fifth Avenue, is a senior community housing facility. Traversing the property is a historic waterway representing the upper reaches of present-day San Rafael Creek. The creek is a combination of open channel and culverts, the latter of which exist throughout most of the Rotary Manor property. In January 2016, Public Works was notified of a sinkhole above the large drainage culvert. Upon inspection, it was identified that a corrugated metal storm-drain pipe (CMP) had deteriorated and contributed to the creation of the sinkhole. Although the City initially determined that the drainage improvements underlying the sinkhole were not part of the City's drainage system, Rotary Manor challenged that position, filing an action for inverse condemnation in the Marin County Superior Court. After a court trial on the issue of City ownership of the drainage system, on February 5, 2019 the Court entered its Interlocutory Judgment holding the City liable for the system and the sinkhole damage. Prior to the scheduled further trial for a determination as to the amount of damages owed to Rotary Manor, the parties settled the lawsuit with an agreement that the City would pay damages in the amount of \$227,328, and the understanding that the City would undertake the necessary repairs to the drainage system and damaged landscaping.

The proposed project includes repairs or full replacement of the culvert as well as restoration of landscape and decorative features of the Rotary Manor gardens. Because this is a historic waterway, environmental clearance and permitting from the regulatory agencies is required prior to construction.

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

ANALYSIS: Public Works solicited proposals from multiple design firms with strong backgrounds in roadway, drainage, and environmental design. On October 2, 2019, the City received one proposal from Coastland Civil Engineering. Upon review, staff finds Coastland Civil Engineering is qualified to perform the environmental clearance and professional design services for this project.

FISCAL IMPACT: For the consultant's not-to-exceed fee of \$163,526, funds are available and will be appropriated in the Stormwater Fund (fund no. 205) for this proposed service. Once the design is completed, an engineer's estimate can be made for construction and completion of the project.

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

1. Adopt the resolution authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering.
2. Do not accept the proposal and provide further direction to staff.

RECOMMENDED ACTION: Adopt the resolution.

ATTACHMENT:

1. Resolution
2. Agreement with Exhibit A: Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR ENGINEERING DESIGN AND ENVIRONMENTAL CLEARANCE SERVICES ASSOCIATED WITH THE ROTARY MANOR DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$163,526

WHEREAS, the City desires to repair or replace a deteriorated drainage culvert at Rotary Manor located at 1821 Fifth Avenue; and

WHEREAS, the City requires outside professional assistance to design and secure environmental clearance and regulatory permits for the project; and

WHEREAS, in response to the request for proposals (RFP), the Department of Public Works received one proposal from Coastland Civil Engineering, Inc.; and

WHEREAS, staff has reviewed the proposal and fee from Coastland Civil Engineering, Inc. and found it to be complete and within industry standards.

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

RESOLVES as follows:

1. The City Council hereby approves and authorizes the City Manager to execute a Professional Services Agreement with Coastland Civil Engineering, Inc. for engineering design and environmental clearance services associated with the Rotary Manor Drainage Improvements Project in the amount not to exceed \$163,526, in the form presented in the staff report accompanying this resolution, subject to final approval as to form by the City Attorney.
2. Funds totaling \$163,526 will be appropriated for this project from the Stormwater Fund (#205) to the Rotary Manor Drainage Improvements Project to accommodate this agreement.
3. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ROTARY MANOR DRAINAGE IMPROVEMENTS PROJECT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of San Rafael (hereinafter "**CITY**"), and Coastland Civil Engineering, Inc. (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the **CITY** has determined that professional design services and environmental clearance services associated with the Rotary Manor Drainage Improvements project are required; and

WHEREAS, the Contractor has agreed to render such services.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Theo Sanchez is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

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

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide services outlined in the **CONTRACTOR'S** proposal dated November 1, 2019, marked in Exhibit A, attached hereto, and incorporated herein.

3. **DUTIES OF CITY.**

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as described in Exhibit A, attached hereto and incorporated herein.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** on a time and materials basis for services rendered in accordance with the rates shown in Exhibit A, attached hereto and incorporated herein, in an amount of **\$163,526.**

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR.**

5. TERM OF AGREEMENT.

The term of this Agreement shall be for two years commencing on December 16, 2019 and ending on December 16, 2021. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to one years.

6. TERMINATION.

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

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

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

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

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent,

for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

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

10. INSURANCE.

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

1. A commercial general liability insurance policy in the minimum amount of two million dollars (\$2,000,000) per occurrence/four million dollars (\$4,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

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

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

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

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

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

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 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.

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

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

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

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

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

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the

SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

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

11. INDEMNIFICATION.

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

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs

(including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

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

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD PARTY BENEFICIARIES.

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

15. NOTICES.

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

TO **CITY**'s Project Manager:

Theo Sanchez

City of San Rafael
111 Morphew Street
San Rafael, CA 94901

TO **CONTRACTOR**'s Project Director: Heidi Utterback
Coastland Civil Engineering, Inc.
1400 Neotomas Avenue
Santa Rosa, CA 95405

16. INDEPENDENT CONTRACTOR.

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

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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

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

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

18. SET-OFF AGAINST DEBTS.

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

assessments, unpaid checks or other amounts.

19. WAIVERS.

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

20. COSTS AND ATTORNEY'S FEES.

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

21. CITY BUSINESS LICENSE / OTHER TAXES.

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

22. SURVIVAL OF TERMS.

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

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

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

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

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

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

LINDSAY LARA, City Clerk

By: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

ROBERT F. EPSTEIN, City Attorney



November 1, 2019

Mr. Theo Sanchez
Associate Civil Engineer
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901
Via email: Theo.Sanchez@CityofSanRafael.org

Subject: Proposal for Engineering Design Services for the
Revised Rotary Manor Culvert Replacement Project

Dear Mr. Sanchez,

We are pleased to provide this proposal to assist the City of San Rafael (City) with the preparation of construction contract documents and facilitation of environmental compliance and permitting clearances for the rehabilitation or replacement of a corrugated metal culvert located at Rotary Manor, a senior living community, at 1821 Fifth Street in San Rafael.

PROJECT UNDERSTANDING

The existing corrugated metal pipe arch culvert is part of an underground section of San Rafael Creek that crosses under Fifth Avenue. Upstream of the pipe arch is a reinforced concrete box (RCB) culvert, approximately 8 feet wide by 6 feet high, of unknown length, in apparently good condition. The pipe arch is connected to the downstream end of the RCB with cast-in-place concrete of unknown dimensions.

The pipe arch is approximately 10 feet wide by 6 feet tall, and roughly 50 feet long. The bottom of the culvert has completely corroded away, and the soil beneath the culvert has eroded to a depth of 12-18 inches for the entire length of the pipe. There was water observed in the eroded cavities below the pipe in the month of September, indicating that the creek has perennial flow.

At the downstream limits of the pipe arch is a concrete headwall, roughly 20 feet high and 30 feet across in apparent good condition. Downstream of the headwall, San Rafael Creek daylight as a natural creek.

The failed pipe arch has created a sinkhole in the southeast yard of Rotary Manor. The source of the sinkhole appears to be the connection point between the pipe arch and the upstream RCB. From within the pipe arch, light can be seen through the top of the culvert at this location. It appears that soil erosion beneath the failed pipe arch has caused the cast-in-place concrete transition (where the pipe arch connects to the RCB) to become undermined and tip away from the RCB. There is currently an approximate three-inch gap between the RCB and pipe arch at the top of pipe. If one reaches a hand into this gap, there is approximately 12 inches of concrete above the pipe arch, and beyond that, highly erodible sandy soil. Above this gap, a roughly 10-foot by 20-foot hole has formed like a rectangular cone to a depth of about 12 feet. The sinkhole has exposed a 12- or 15-inch storm drain above and in line with the culvert.

PROJECT APPROACH

Options for restoring the Rotary Manor property and culvert include complete removal and replacement or rehabilitation of the pipe arch.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961

Removal and replacement of the pipe arch would include the following tasks:

- Removal of landscaping and improvements,
- Excavation and shoring of the entire pipe trench footprint,
- Removal of the pipe arch and the cast-in-place concrete at the upstream transition,
- Separation of the pipe arch from the downstream headwall,
- Installation of a new corrugated metal pipe arch (coated and paved with asphalt or polymer to extend design service life),
- Installation of a new concrete transition between the new arch and existing RCB to connect and seal the two structures,
- Reconnection of the new pipe arch to the downstream headwall,
- Placement of new bedding and backfill, and
- Restoration of landscaping and improvements.

Rehabilitation of the pipe would include the following tasks:

- Excavation and shoring within the approximate boundary of the existing sinkhole footprint,
- Sawcutting of the existing cast-in-place concrete transition (depth to be determined in the field),
- Dowelling-in reinforcing bars into the existing RCB (horizontally) and into the cut face of the headwall (vertically),
- Forming and pouring new concrete to re-connect the pipe arch and existing RCB to connect and seal the two structures,
- Removal of the bottom of the pipe,
- Pouring a new pipe bottom with grout, and
- Applying a polymer or asphaltic coating to the pipe interior.
- Restoration of landscaping and improvements.

Other alternatives include replacing the pipe arch with an RCB culvert, or removing the pipe arch and restoring the natural channel. Additional damage to the pipe arch this winter may reduce the feasibility of some alternatives.

Coastland will conduct an alternatives analysis to assess up to four culvert rehabilitation and replacement options and present a recommendation to the City. The alternatives analysis will include a conceptual plan/profile for each alternative, and an evaluation of the construction feasibility and order-of-magnitude costs.

Based on the City's selected culvert repair/replacement method, Coastland will prepare construction contract documents, including plans, specifications and an engineer's estimate of probable construction. The construction plans will include culvert rehabilitation or replacement plans, planting and irrigation plans, and a plan to rebuild an existing trellis.

WRA, our environmental compliance consultant, will provide CEQA documentation for the culvert rehabilitation/replacement. Based on our understanding of the proposed project, the appropriate level of CEQA documentation appears to be a CEQA Categorical Exemption. If the project triggers an exception to a Categorical Exemption finding, additional efforts may be required, including the preparation of a CEQA Initial Study/Mitigated Negative Declaration (MND) and a Cultural Resources Report. Regulatory permits could possibly be required for the rehabilitation/replacement of the culvert.

MacNair Landscape Architecture will prepare planting and irrigation plans to restore the landscaping of affected portions of the Rotary Manor property. We understand that the City will provide a conceptual planting layout (prepared by Rotary Manor) as a basis for the landscaping design. MacNair will prepare a draft concept planting plan based on the layout provided by the City, and a final concept plan based on City comments. MacNair will prepare construction documents for planting and irrigation improvements based on the approved concept planting plan. Landscaping improvements will be limited to the southeast side of the main building and areas within 100 feet of the sinkhole.



SCOPE OF SERVICES

We offer the following scope of services to assist the City with this project.

Task 1 – Project Management and Coordination

Coastland is committed to providing high-quality coordination and management services to ensure positive and effective communication and project outcomes. Our work will include project and contract management, coordination between the City and the design team, management of project schedules and budgets, and scheduling/administering of meetings.

Face-to-face meetings are expected at critical project milestones, including the project kick-off meeting, the meeting to review the Alternatives Analysis findings, and to review the City's 30% submittal comments. The 60% and 90% submittal review meetings may be conducted by meeting or by conference call. We have budgeted for up to four meetings and three conference calls.

Additionally, we have allotted time for up to two site visits/field meetings, at the City's request. We have also allotted time for public outreach to prepare a mailer, attend a public meeting, or provide similar outreach services at the City's request.

Deliverables:

- *Project schedule and updates*
- *Meeting agendas and minutes for all meetings*
- *Public outreach mailer (as requested by the City)*

Task 2 – Engineering Design

Our engineering design services will include a topographic and boundary survey, an alternatives analysis for culvert repair/replacement options, a conceptual planting plan, preparation of landscape water use calculations for compliance with City of San Rafael Water Efficient Landscape Ordinance, and preparation of construction contract documents suitable for public bid, including plans, specifications, and engineer's estimate of probable construction. These tasks are detailed in the sections below.

Task 2.1 – Topographic Survey

Our survey subconsultant, Cinquini & Passarino (CPI), will complete a topographic survey to support the design efforts for this project. The survey will include the southeast side of the Rotary Manor main building and side yard, extending to the middle of Fifth Avenue and include property improvements, landscaping elements, fences, sidewalk, curb and gutter and driveways, edges of pavement, striping and pavement markings, utility poles, meter boxes, valve boxes, overhead wires, driveway locations, trees six (6) inches and larger, sanitary sewer and storm drain facilities including exposed piping in the sinkhole, subsurface utilities marked or found, drainage structures, headwalls, creek flow lines and tops of bank extending 30 feet downstream of the culvert, and any other pertinent information that could apply to the project during design. The finished product will be a map in AutoCAD format showing existing topographic features and utilities along the project reach based on the above described approach. The map will be at a 1 inch = 20 feet scale and provided on an assumed vertical datum unless otherwise requested.

Task 2.2 – Boundary Survey

CPI will field search for the boundary monumentation shown on the Parcel Map of the Lands of Rotary Manor filed in Book 23 of Parcel Maps at Page 19, Marin County Records. If monuments are located and in conformance with the parcel map, a Record of Survey will not be required.

Optional Task 2.2a – Record of Survey

If needed, CPI will perform a boundary survey and collect field data in sufficient detail to locate boundaries of the Rotary Manor parcel.



Task 2.3 – Drainage Easement Legal Description and Plat

CPI will prepare a legal description and plat of a drainage easement.

Task 2.4 – Background Information

Coastland will assemble all the available City information pertaining to the project including as-built drawings, utility information, property data and additional pertinent information for the project. Additionally, we will contact utility companies that have facilities in the project area to obtain any record maps indicating the type and size of facilities for inclusion on the plans.

Task 2.5 – Culvert Alternatives Analysis

Following our site review and survey, we will prepare an alternatives analysis for up to four culvert rehabilitation/replacement alternatives approved by the City. We will prepare a concept-level plan and profile for each alternative. The analysis will assess and compare the construction feasibility, expected lifespan and order of magnitude costs. Based on these factors, Coastland will recommend a preferred alternative for the City's consideration.

Task 2.6 – Conceptual Planting Plan

Based on the City-provided conceptual planting layout, we will prepare a conceptual planting plan of affected areas of the Rotary Manor side yard within 100 feet of the sinkhole. We will finalize the conceptual planting plan after incorporating City comments.

Task 2.7 - 30% Submittal

Based on the City's selected alternative for repairing/replacing the culvert, Coastland will begin preparation of plans and specifications. Our 30% submittal will include a culvert repair/replacement plan and profile, typical culvert sections, planting plan, and a preliminary engineer's estimate of probable construction costs. We will provide the City PDF and AutoCAD-Civil 3D 2018 files of the 30% plans and an Excel file of the preliminary engineer's estimate for review and comment.

Task 2.8 - 60% Submittal

Following the City's review of the 30% submittal, we will prepare the 60% submittal, which will incorporate all comments from the previous submittal. The 60% plans will include a cover sheet, abbreviations sheet, culvert plan/profile plans, sections, planting and irrigation plans, trellis plans, and miscellaneous construction details.

Specifications will be prepared in the format of the Caltrans Standard Specifications, in conformance with the template provided by the City.

The 60% submittal will include digital copies of the plans, specifications, an updated engineer's cost estimate and a letter report summarizing the 30% review comments and their resolution. All files will be delivered in PDF, AutoCAD-Civil 3D 2018, Word and Excel format as applicable.

Task 2.9 - 90% Submittal

Following the City's review of the 60% submittal, we will prepare the 90% submittal documents. The 90% submittal will address all comments from the previous submittal and will be a comprehensive design package. The 90% submittal will be delivered as electronic plans, specifications, engineer's cost estimate, a letter report summarizing the 60% review comments and their resolution, and landscape water use calculations for WELO compliance. All documents will be submitted in PDF, AutoCAD-Civil 3D 2018, Word and Excel format as applicable and as requested by the City.



Task 2.10 - Final Submittal

Following the review of the 90% submittal, Coastland will prepare the final construction drawings, specifications and estimate, signed by a California registered Civil Engineer. We will provide a final electronic submittal to the District for a final review to verify comments have been addressed prior to producing the final bid documents. Upon final District review, we will provide full-size drawings and documents in electronic format (PDF, AutoCAD, Word, and Excel).

Deliverables:

- *Boundary Lines for the subject parcel*
- *Legal Description and Plat*
- *Alternative Analysis Technical Memorandum*
- *Conceptual Planting Plan*
- *30%, 60%, 90%, and final PS&E submittals in electronic format*
- *Landscape Water Use Calculations for WELO Compliance*
- *A letter report summarizing review comments and the resolution of the review comments*
- *Final bid documents in electronic format*

Task 3 – Environmental Compliance and Permitting

WRA will prepare California Environmental Quality Act (CEQA) documentation for the Rotary Manor Culvert Replacement Project as well as obtain regulatory permit approval from the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW).

Based on WRA's understanding of the proposed project and communication with the City of San Rafael, the appropriate level of CEQA documentation for the project is a, Initial Study/Mitigated Negative Declaration, including a Cultural Resources Report. This Scope of Work also includes the preparation of Corps, RWQCB, and CDFW regulatory permit applications and coordination with each of these agencies.

Task 3.1 – Kick-off Meeting, Information Review, and Project Description

WRA proposes to kick-off the environmental review process with the team by: 1) collecting all relevant reports and drawings (or identify relevant documents for copying); 2) discussing the proposed project; 3) resolving issues regarding overall assumptions; 4) identifying other key City contacts; and 5) discussing overall communication protocols. WRA will prepare a draft Project Description for the Initial Study/MND which will include discussions of the following: 1) project area regional and local location; 2) project objectives and goals; 3) project characteristics; and 4) a list of required approvals and regulatory permits.

Task 3.2 – Prepare CEQA Administrative Draft Initial Study

WRA will prepare an Administrative Draft Initial Study that will include a completed environmental checklist form, including project description; an evaluation of impacts following the outline established in the checklist, including analysis of each issue; and mitigation measures. WRA has also retained Alta Archaeological Consulting (ALTA) to assist with Cultural Resources for the Initial Study.

Task 3.2a - Cultural Resources

Desktop Review, Records Search, and Literature Review

ALTA will perform a records search at the California Historical Resources Information System, Northwest Information Center (NWIC). Site locations and previous survey data will be digitized using ArcMap into individual shapefiles and placed within a GIS file geodatabase.

Native American Consultation

ALTA will work closely with the City and assist with consultation to satisfy CEQA and AB 52 as needed. This may include preparing the AB 52 Consultation Notice and consulting with the NAHC to request a



review the Sacred Lands Files for any resources that may be present within the Project areas and to provide a list of local Native American tribes. The Project Team will use certified mail to contact in writing Native American groups or individuals identified by the NAHC to inform them of the project and to solicit their concerns about the undertaking. Follow up phone calls will be made to ensure that consultation letters were received and to discuss any potential concerns with the project.

Field Inventory

The project area will be intensively examined for cultural resources by ALTA. In accordance with established standards, field reconnaissance will be conducted using transects spaced no more than 10 meters apart. No artifacts will be collected as part of this reconnaissance. The field crew will maintain daily field notes and the findings will be made available immediately following the field investigation. Any archaeological resources identified within the project area will be recorded using the standard *State of California Department of Parks and Recreation Archaeological Site Forms*. If cultural resources are located during the survey, approximate boundaries will be delineated and the location of the resource plotted on topographic maps.

Project Reporting

ALTA will prepare an Archaeological Survey Report (ASR). The archaeological survey report will be sufficient to satisfy state requirements defined in CEQA. The ASR will include a summary of the identification efforts undertaken in the study, consultation with agencies and local governments, provide a summary of archaeological methods and findings, and make preliminary recommendations for appropriate treatment and/or evaluation of resources.

Task 3.3 - Prepare Draft Initial Study/MND per City's Comments

After providing the Administrative Draft Initial Study to the City for review, WRA will address all of the City's comments. WRA will prepare one copy of a Screencheck Draft Initial Study//MND that the City can review to confirm that all comments have been addressed.

Task 3.4 – Publication of the Draft Initial Study/MND

Upon approval of the Screencheck Draft Initial Study/MND, WRA will reproduce additional copies of the Draft Initial Study/MND for the City's use during the 30-day public review period. Additionally, WRA will coordinate with the City in providing web-ready documents for publication on the City's website. WRA will also produce and circulate the Notice of Intent (NOI), as well as any other CEQA noticing requirements, including the Notice of Completion (NOC) and Notice of Determination (NOD) to the State Clearinghouse.

Task 3.5 - Prepare Final Initial Study/MND per City's Comments

Following completion of the 30-day public review period, WRA will respond to agency and public comments submitted on the Draft Initial Study/MND. The extent of work necessary to complete the Final Initial Study/MND is contingent upon the number and nature of public comments received after the Draft Initial Study/MND is circulated. In addition to the kick-off meeting, this scope of work includes attendance at up to one public hearing.

Task 3.6 – Regulatory Permitting

Following completion of the 30-day public review period, WRA will respond to agency and public comments submitted on the Draft Initial Study/MND. The extent of work necessary to complete the Final Initial Study/MND is contingent upon the number and nature of public comments received after the Draft Initial Study/MND is circulated. In addition to the kick-off meeting, this scope of work includes attendance at up to one public hearing.

WRA will assist the City with obtaining the required resource agency permits for the project. It is assumed that permit applications for Corps Section 404 Nationwide Permit, RWQCB Water Quality Certification, and CDFW Streambed Alteration Agreement will be necessary. Permit applications will be prepared for the project. WRA will prepare a draft version of the permit applications for the project for one review by the City and revise and finalize the draft plans once based on the comments received and provided by the City.



WRA will submit the permit applications to the agencies and act as the authorized agent on behalf of the City.

Task 3.6a - Section 404 of the Clean Water Act (CWA) Permit.

WRA will prepare one Pre-Construction Notification (PCN) for the Corps authorization for the project and. It is assumed that the project will be covered by the Corps' Nationwide Permit Program, and this Scope of Work assumes preparation of application materials to the level of detail required for a Nationwide Permit. The Corps does not require a permit application fee for Nationwide Permits.

Task 3.6b - Section 401 Water Quality Certification

A Section 401 Water Quality Certification application package, submitted to the RWQCB for the project, will be prepared for the project. The RWQCB package will be submitted concurrently with the Corps Section 404 permit application as part of a PCN. The Water Quality Certification application will utilize the same project description as for the Corps Section 404 application package. Application fees for RWQCB permits are based on the project impacts. As requested by the RFP, an estimated RWQCB permit application fee of \$1,500 is included in the budget for this task.

Task 3.6c - Section 1602 CDFW Streambed Alteration Agreement

WRA will prepare a Notification of Lake or Streambed Alteration Agreement application package for the project, to be sent to CDFW. CDFW procedures for processing these applications, reflected in its applications, differ from those of the Corps and RWQCB. Application fees for CDFW permits are based on the project cost. As requested by the RFP, an estimated CDFW permit application fee of \$5,000 is included in the budget for this task.

Deliverables:

- *Project descriptions*
- *Preliminary and final CEQA documentation*
- *Cultural Resources Report*
- *Corps, RWQCB, CDFW regulatory permit applications*

Task 4 – Final Bid Phase and Bid Support

Coastland will provide bid support to the City by answering questions that may arise during the bidding process and maintaining a phone log of inquiries. We will prepare up to two (2) contract addenda, if necessary.

Deliverables:

- *Contract addenda, if required*
- *Answers to bidder's questions*

ASSUMPTIONS / EXCLUSIONS

In the development of this project approach and design estimate, we have made the following assumptions:

- The existing pipe arch culvert is sized adequately for hydraulic conditions. No hydraulic calculations are necessary for the design.
- Coordination with the property owners is not part of our scope.
- Geotechnical engineering is not required. If the selected alternative requires geotechnical consultation or investigation, Coastland can provide a scope and fee for that service.
- Structural engineering is not required. If the selected alternative requires structural engineering services, Coastland can provide a scope fee for that service.
- Site planning and master planning.
- Access will be granted to all portions of the project area as needed.
- This scope of work does not include any specific species surveys.



- Project description maps and related information will be provided by the project team prior to initiation of the CEQA analysis and regulatory permit applications.
- Changes to the Project Description and/or Project Boundaries may require additional budget to update the environmental analysis.
- Grading or building permit applications
- This task does not include representation on behalf of the City for legal matters associated with this project.

PROPOSED FEE

Based on our scope of work and our estimated time, we propose that the services associated with the project be completed for a not-to-exceed amount of \$163,526. The amount quoted assumes that all of the work for this project will fall under the scope of services as previously described.

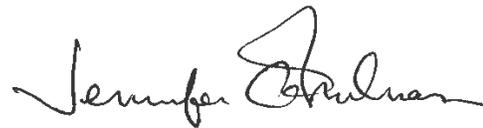
We have made our best efforts to provide a scope of services that serves the City's needs for this project. If we've missed the mark, we are happy to modify the scope and fee, or provide additional services on a time and materials basis per our adopted schedule of hourly rates.

We greatly appreciate the opportunity to assist the City of San Rafael with this important project. Please feel free to contact Jennifer Melman or me at (707) 571-8005 if you have any questions or need any additional information.

Sincerely,



Heidi Utterback, PE
Principal



Jennifer Melman, PE





DESIGN WORK ESTIMATE

| Rotary Manor Culvert Replacement Project | | Engineering Design Services | | | | | | | | | | City of San Rafael | |
|--|---|-------------------------------|----------------|---------------------|--------------------|---------------------|----------------------|---------------------|-------------------|------------|---------------|--------------------|-----------------|
| Task Information | | Billing Classification & Rate | | | | | | Subconsultant Costs | | | | Hours & Cost | |
| TASK | | Supervising Engineer | QA/QC Engineer | Senior Engineer, PM | Assistant Engineer | Sr Engineering Tech | Construction Manager | Admin | WRA Environmental | MacNair LA | C&P Surveyors | TOTAL HOURS | TOTAL FEE |
| | | \$195 | \$195 | \$160 | \$140 | \$160 | \$165 | \$90 | | | | | |
| 1 Project Management and Coordination | | | | | | | | | | | | | |
| 1.1 | Project Management and City Coordination | 4 | | 10 | | | | | | | | 14 | \$2,380 |
| 1.2 | Prepare Project Schedule | 1 | | 3 | | | | | | | | 4 | \$675 |
| 1.3 | Site Visits/Field Meetings (2) | 3 | | 6 | | | | | | | | 9 | \$1,545 |
| 1.4 | City Meetings (assumes 4 meetings and 3 conference calls) | 6 | | 16 | | 4 | | | | \$2,846 | | 26 | \$7,216 |
| 1.5 | Public Outreach (1 meeting) | 4 | | 4 | | 4 | | | | | | 16 | \$2,620 |
| | Subtotal | | | | | | | | | | | 69 | \$14,436 |
| 2 Engineering Design | | | | | | | | | | | | | |
| 2.1 | Topographic Survey | | | 2 | | 2 | | | | | \$8,349 | 4 | \$8,989 |
| 2.2 | Boundary Survey | | | 1 | | | | | | \$3,030 | | 1 | \$3,190 |
| 2.2a | Record of Survey (if needed) | | | 1 | | | | | | \$5,233 | | 1 | \$5,393 |
| 2.3 | Drainage Easement Legal Description and Plat | | | 1 | | | | | | \$2,329 | | 1 | \$2,489 |
| 2.4 | Background Information | | | 2 | | 6 | | | | | | 12 | \$1,840 |
| 2.5 | Culvert Alternatives Analysis | | | 24 | | 24 | 2 | 2 | | | | 70 | \$11,260 |
| 2.6 | Conceptual Planting Plan | | | 2 | | 2 | | | | \$3,485 | | 4 | \$4,125 |
| 2.7 | 30% Construction Documents | | | 12 | | 18 | 1 | | | \$2,232 | | 39 | \$8,537 |
| 2.8 | 60% Construction Documents | | | 16 | | 40 | 2 | | | \$2,232 | | 77 | \$14,567 |
| 2.9 | 90% Construction Documents | | | 8 | | 24 | 2 | | | \$2,232 | | 44 | \$9,302 |
| 2.10 | Final Construction Documents | | | 6 | | 12 | 1 | | | \$790 | | 25 | \$4,785 |
| | Subtotal | | | | | | | | | | | 278 | \$74,477 |
| 3 Environmental Compliance and Permitting | | | | | | | | | | | | | |
| 3.1 | Kick-off Meeting, Information Review, and Project Description | 1 | | 4 | | | | | | \$3,570 | | 5 | \$4,405 |
| 3.2 | Prepare CEQA Administrative Draft Initial Study/MND | | | | | | | | | \$15,532 | | | \$15,532 |
| 3.2a | Cultural Resources | | | | | | | | | \$4,048 | | | \$4,048 |
| 3.3 | Prepare Draft Initial Study/MND per City's Comments | | | | | | | | | \$5,741 | | | \$5,741 |
| 3.4 | Publication of the Draft Initial Study/MND | | | | | | | | | \$1,835 | | | \$1,835 |
| 3.5 | Prepare Final Initial Study/MND per City's Comments | | | | | | | | | \$6,177 | | | \$6,177 |
| 3.6 | Regulatory Permitting | | | | | | | | | | | | |
| 3.6a | Section 404 of the Clean Water Act (CWA) Permit | | | | | | | | | \$8,137 | | | \$8,137 |
| 3.6b | Section 401 Water Quality Certification | | | | | | | | | \$10,035 | | | \$10,035 |
| 3.6c | Section 1602 CDFW Streambed Alterations Agreement | | | | | | | | | \$14,462 | | | \$14,462 |
| | Subtotal | | | | | | | | | | | 5 | \$70,372 |
| 4 Final Bid Phase and Bid Support | | | | | | | | | | | | | |
| 4.1 | Bidding Assistance | 1 | | 4 | | | 2 | | | | | 7 | \$1,165 |
| 4.2 | Prepare Addenda (up to 2) | 1 | | 6 | | 6 | | 2 | | | | 15 | \$2,295 |
| | Subtotal | | | | | | | | | | | 22 | \$3,460 |
| | CCE Direct Costs (repro, mileage, etc.) | | | | | | | | | | | | \$781 |
| TOTAL COST | | 36 | 12 | 128 | 42 | 142 | 10 | 4 | \$69,537 | \$13,817 | \$18,941 | 374 | \$163,526 |

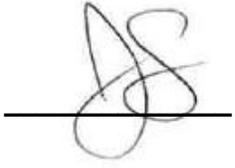


Agenda Item No: 4.e
Meeting Date: December 16, 2019

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Lisa Goldfien, Asst. City Attorney
Bill Guerin, Public Works Director

City Manager Approval: 

TOPIC: LAND EXCHANGE BETWEEN THE CITY OF SAN RAFAEL AND THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (SMART)

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPERTY EXCHANGE AGREEMENT BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (SMART) AND THE CITY OF SAN RAFAEL, AND A QUITCLAIM DEED OF CITY PROPERTY TO SMART, AND TO ACCEPT THE QUITCLAIM DEED OF SMART PROPERTY ON BEHALF OF THE CITY OF SAN RAFAEL

RECOMMENDATION:

Adopt the Resolution approving and authorizing the City Manager to execute a Property Agreement between the Sonoma-Marin Area Rail Transit District (SMART) and the City of San Rafael, and related quitclaim deed and acceptance certificate.

BACKGROUND:

In designing the extension of railroad service from Downtown San Rafael to Larkspur (the "Larkspur Extension"), the Sonoma-Marin Area Rail Transit District (SMART) and the City agreed to eliminate two roadway crossings by switching the alignments of the existing railroad tracks and Francisco Boulevard West between Second Street and Rice Drive and reconfiguring the Francisco Boulevard West intersection with Rice Drive.

The property exchange required to accommodate this design was agreed to in concept in the [March 20, 2017 Memorandum of Understanding](#) between the parties concerning the Larkspur Extension, with a commitment to entering into an appropriate property exchange agreement later.

SMART began construction of the Larkspur Extension, and on March 14, 2018, pursuant to City Council approval, the City deeded its property under/adjacent to Rice Drive to SMART to facilitate the reconfiguration of the Rice Drive/Francisco Boulevard West intersection. However, the parties deferred

_____ **FOR CITY CLERK ONLY** _____

File No.: _____
Council Meeting: _____
Disposition: _____

the exchange of the remaining lands where the railroad tracks and Francisco Boulevard West now lie until construction was completed.

ANALYSIS:

SMART has now finished construction of the Larkspur Extension and the realignment of Francisco Boulevard West, and it is now necessary to finalize the agreed-upon land exchange. Attached for approval by the City Council is a Property Exchange Agreement (Attachment 2) for this purpose, which calls for the City to execute a Quitclaim Deed of its property to SMART (Attachment A to the Agreement) and for SMART to execute a Quitclaim Deed of its property to the City (Attachment B to the Agreement). To record the latter deed, the City must attach a Certificate of Acceptance stating that it accepts the grant of property from SMART.

By adopting the attached resolution, the City Council will authorize the City Manager to sign the Property Exchange Agreement and the Quitclaim Deed of City property to SMART and to accept the Quitclaim Deed of SMART property to the City.

FISCAL IMPACT:

There will be no fiscal impact resulting from the City Council's approval of the attached resolution. The March 31, 2017 Memorandum of Understanding provided that there would be no monetary compensation for the agreed-upon property exchange. SMART will cause the deeds to be recorded.

OPTIONS:

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

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

RECOMMENDED ACTION:

Adopt the resolution.

ATTACHMENTS:

1. Resolution
2. Exhibit 1 to Resolution: Property Exchange Agreement with Attachments A and B (Deeds)

RESOLUTION NO. _____

**A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL
APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE A PROPERTY EXCHANGE AGREEMENT BETWEEN
THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (SMART) AND
THE CITY OF SAN RAFAEL, AND A QUITCLAIM DEED OF CITY
PROPERTY TO SMART, AND TO ACCEPT THE QUITCLAIM DEED OF
SMART PROPERTY ON BEHALF OF THE CITY OF SAN RAFAEL**

WHEREAS, in designing the extension of railroad service from Downtown San Rafael to Larkspur (the "Larkspur Extension"), the Sonoma-Marin Area Rail Transit District (SMART) and the City agreed to eliminate two roadway crossings by switching the alignments of the existing railroad tracks and Francisco Boulevard West between Second Street and Rice Drive and reconfiguring the Francisco Boulevard West intersection with Rice Drive; and

WHEREAS, the property exchange required to accommodate this design was agreed to in concept in a March 31, 2017 Memorandum of Understanding between the parties concerning the Larkspur Extension, with a commitment to entering into an appropriate property exchange agreement later; and

WHEREAS, SMART began construction of the Larkspur Extension, and on March 14, 2018, pursuant to City Council approval, the City deeded its property under/adjacent to Rice Drive to SMART to facilitate the reconfiguration of the Rice Drive/Francisco Boulevard West intersection; and

WHEREAS, SMART has now finished construction of the Larkspur Extension and the realignment of Francisco Boulevard West, and it is now necessary to finalize the agreed-upon land exchange;

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

1. The City Council hereby approves and authorizes the City Manager to execute the Property Exchange Agreement between SMART and the City, in the form attached hereto as Exhibit 1 and incorporated herein by reference.
2. The City Manager is authorized to execute a quitclaim deed of City property to SMART as set forth in Attachment A to the Property Exchange Agreement, in a form approved by the City Attorney.
3. The City Manager is authorized to accept the grant of SMART property to the City on behalf of the City of San Rafael as set forth in Attachment B to the Property Exchange Agreement and to execute a Certificate of Acceptance therefor in the form approved by the City Attorney.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

PROPERTY EXCHANGE AGREEMENT
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND CITY OF
SAN RAFAEL

THIS PROPERTY EXCHANGE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the CITY OF SAN RAFAEL, a public agency ("CITY"), and SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, a public entity duly established under the laws of California ("DISTRICT" or "SMART"), (collectively referred to as the ("Parties")).

RECITALS

WHEREAS, DISTRICT was created pursuant to AB 2224 (California Public Utilities Code Section 105000 et seq.) for the purpose of providing rail service and multi-use pathways within the Counties of Sonoma and Marin;

WHEREAS, DISTRICT has completed construction of its passenger rail service system between the Sonoma County Airport Station at approximately MP 59.9 to the Downtown San Rafael Train Station at MP 17.0;

WHEREAS, DISTRICT is proceeding with the design and construction of the passenger rail service system another 2.2 miles from the Downtown San Rafael Train Station to a location near the ferry terminal in Larkspur at or near MP 14.9 (the "Larkspur Extension Project");

WHEREAS, in the fourth quarter of 2016, DISTRICT issued a Request for Proposal (RFP) to elicit bids for a design-build contract for the construction of the DISTRICT Larkspur Extension Project.

WHEREAS, the Parties have determined that certain infrastructure located in the DISTRICT rail corridor within CITY are needed. In particular, the CITY desires to: (1) create a new at-grade crossing at SMART's right-of-way at Andersen Drive (the "Andersen Drive Crossing Project"); and the Parties desire to (2) realign DISTRICT's right-of-way at Francisco Boulevard West between Second Street and Rice Drive (the "Francisco Blvd. West Realignment Project").

WHEREAS, the Parties desire to include the Andersen Drive Crossing Project and the Francisco Boulevard West Realignment as part of the SMART Larkspur Extension Project. In order to support the City with its new at-grade crossing CPUC application, SMART has agreed to exchange properties with the City to facilitate the closure of two at-grade crossings: 1) Francisco Boulevard West; and 2) Irwin Street. The Parties agreed that DISTRICT's Contractor shall perform the work to maximize economic efficiencies for both Parties and to minimize future disruption to the rail corridor.

WHEREAS, with respect to the Francisco Blvd. West Realignment Project, the Parties agree that closing two existing crossings and realigning and improving a third crossing will enhance safety for passenger rail service and vehicular traffic. In order to execute the Larkspur Extension Project, it is necessary for the Parties to exchange land at no cost to either party;

WHEREAS, the Parties entered into a Memorandum of Understanding dated March 31, 2017, agreeing to include the Andersen Drive Crossing Project and the Francisco Boulevard West Realignment Project in the DISTRICT's Larkspur Extension Project, and agreeing to exchange the necessary land at no cost to either party by entering into a subsequent property transfer agreement to effectuate the necessary land exchange; and

WHEREAS, a part of the land exchange contemplated by the March 31, 2017 Memorandum of Understanding occurred in March 2018 to facilitate construction of SMART'S Larkspur Extension Project. Specifically, the real property designated as Assessor' Parcel No. 013-041-44 was transferred from CITY to DISTRICT by Grant Deed Recorded as Document No. 2018-0009897 in the Official Records of the County of Marin on March 20, 2018; and the real property designated as Assessor's Parcel Nos. 013-041-52, 013-041-55 and a portion of the City's street Rice Drive was transferred from CITY to DISTRICT by Grant Deed Recorded as Document No. 2018-0009898 in the Official Records of the County of Marin on March 20, 2018; and

WHEREAS, the Parties now wish to complete the exchange of the remaining lands agreed upon in the March 31, 2017 Memorandum of Understanding; and

WHEREAS, the Parties will, subject to the terms and conditions contained in this Agreement, quitclaim its respective properties interests to the other.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, DISTRICT and City agree as follows:

1. Property Transfers:

- (a.) CITY agrees to grant property to DISTRICT, as set forth in Attachment A attached hereto, at no cost to DISTRICT for the Francisco Blvd. West Realignment Project.
- (b.) DISTRICT agrees to grant property to CITY, as set forth in Attachment B attached hereto, at no cost to CITY for the Francisco Blvd. West Realignment Project.
- (c.) Upon transfer of the property, the CITY agrees to accept the new streets including all the sidewalks and guardrails into the City's street system.

2. **Procedure for Transfer.**

- (a.) Within ten (10) days after the effective date of this Agreement, DISTRICT shall deliver to CITY legal descriptions and plats for each of the parcels to be transferred between the parties.
- (b.) Within 10 days after DISTRICT delivers to CITY legal descriptions and plats, CITY shall execute a Quitclaim Deed granting the properties depicted in Attachment A to DISTRICT, and DISTRICT shall execute a Quitclaim Deed granting the properties depicted in Attachment B to CITY, in a substantially similar form as the Quitclaim Deeds attached hereto.

3. **Recording.** CITY will return the Quitclaim Deed it executes to SMART and SMART agrees to record both of the executed quitclaim deeds.

4. **Waiver of Appraisals.** The parties hereby waive any and all real property appraisals which they may be entitled to under federal, state and local law.

5. **Default.** With respect to the grants or conveyances provided for in this Agreement, the parties recognize that monetary damages are insufficient and inappropriate to remedy a default for failure or refusal to transfer land. Accordingly, the parties agree that specific performance or other equitable relief is available to compel such transfer. Availability of specific performance as a remedy for such default, however, shall not restrict the availability of any other right or remedy provided at law, in equity, or under this Agreement.

6. **Effective Date.** This Agreement shall become effective on the date entered into above.

7. **Severability.** Invalidation of any provision of this Agreement, or of its application to any person, by judgment or court order shall not affect any other provision of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

8. **Exhibits.** The Attachments referenced in and attached to this Agreement are deemed incorporated into this Agreement in their entirety.

9. **Entire Agreement.** This instrument (including the Attachments) contains the entire agreement between the parties with respect to the subject matter of this agreement. No statement, promise, inducement made by either Party or agents of the Parties that is not contained in this written agreement shall be valid or binding and this agreement may not be enlarged, modified, or altered except in writing signed by the Parties.

10. **Mitigation of Damages.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party. Each party shall take all reasonably necessary measures to achieve the provisions of this Agreement.
11. **Further Assurances; Covenant to Sign Documents.** Each party covenants, on behalf of itself and its successors and assigns, to take all actions and to do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement.
12. **Binding Upon Successors.** All of the provisions, agreements, rights, powers, standards, terms, waivers, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective successors in interest, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective successors in interest.
13. **Governing Law.** This Agreement, and the rights and obligations of the parties, shall be governed by and interpreted in accordance with the laws of the State of California.
14. **Signature Pages.** For convenience, the signatures of the parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.
15. **Time.** Time is of the essence of this Agreement and of each and every term and condition hereof.
16. **Amendments.** All amendments to this Agreement shall be in writing and executed in the same manner as this Agreement. Unless otherwise provided for in the amendment, such changes which are mutually agreed upon in writing by the parties shall be effective upon the execution of a duly authorized amendment to this Agreement.
17. **Notices.** Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the Parties, copies of notices may also be given by facsimile, to the telephone number listed below or such other numbers as may be provided from time to time.

CITY: City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901
Facsimile: (415) 485-3133
Attention: City Clerk

DISTRICT: Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
Facsimile: (707)794-3037
Attention: General Manager

Any mailing address or phone number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A Party may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a facsimile copy of the notice.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first mentioned above by their duly authorized representatives.

CITY OF SAN RAFAEL

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: _____
Jim Schutz, City Manager

By: _____
Farhad Mansourian, General Manager

ATTEST:

Lindsay Lara, City Clerk

APPROVED AS TO FORM
FOR CITY:

APPROVED AS TO FORM
FOR SMART

By: _____
Robert F. Epstein
City Attorney

By: _____
SMART General Counsel

ATTACHMENT A

CITY property to be transferred to the DISTRICT.

Recording Requested By And
When Recorded Return To:

SMART
5401 Old Redwood Highway, Ste. 200
Petaluma, CA 94954
Attn: Real Estate Manager

No Documentary Transfer Tax required under
Revenue & Taxation Code Section 11922-
Government Agency acquiring title

No Recording Fee due pursuant to Government
Code Section 27383

APN:

(Space above this line for Recorder's use)

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of San Rafael, California, a California public agency,

hereby quitclaims to:

Sonoma-Marin Area Rail Transit District, a California public agency,

All that real property situated in the incorporated area of the City of San Rafael, County of Marin, State of California, described in Attachment A – Legal Descriptions and Plats, attached hereto and made a part hereof.

Executed as of this _____ day of _____ 2019.

Jim Schutz, General Manager
City of San Rafael, California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

ACKNOWLEDGMENT

State of California)
) ss.
County of _____)

On _____ before me, _____
(Date) (Name & Title of Officer)

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Quitclaim Deed in the real property described in Attachment "A" to said deed, identified as **Marin County Assessor's** Parcel Number (s) _____, is hereby accepted pursuant to authority granted by the Administrative Code, Powers and Duties of Appointed Officers, Section 3.03.d.3 of the Sonoma-Marín Area Rail Transit District, approved by the Board of Directors.

Sonoma-Marín Area Rail Transit District

Dated: _____

Thomas J. Lyons
General Counsel

ATTEST TO SIGNATURE:

Leticia Rosas-Mendoza
Clerk of the Board of Directors

ATTACHMENT A

CITY property to be quitclaimed to the DISTRICT.

Exhibit "A"
The City of San Rafael to SMART District Part 1

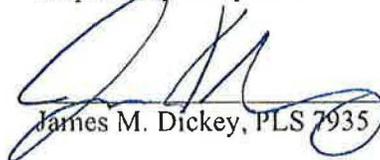
Lying within the State of California, County of Marin, City of San Rafael, being a portion of the lands of the City of San Rafael, as described in Grant Deed filed for record on April 15, 2015, under Document No. 2015-0017225, Official Records of the County of Marin, being more particularly described as follows:

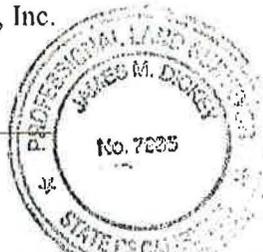
Commencing at a 2" Disk in Concrete designated and delineated as Point No. 156 on that Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, filed for record on July 9, 2010 in Book 2010 of Maps at Page 96, Marin County Records, from which point a 2" Aluminum Disk in Concrete, designated as Point No. 155 on said Record of Survey bears, South 41° 14' 59" East a distance of 1241.93 feet; Thence from said Point of Commencement, North 10° 25' 27" West, for a distance of 314.06 feet to a point that lies on the northerly boundary of the lands of the Sonoma-Marín Area Rail Transit District, a public agency, filed for record on August 7, 2017, under Document No. 2017-0031472, Official Records of the County of Marin said point lies North 54° 17' 37" West 183.19 feet from the northwest terminus of a curve with a radius of 53.56 feet as shown in the deed to Sonoma-Marín Area Rail Transit filed under Document No. 2017-0031472, Official Records of the County of Marin, said point being the POINT OF BEGINNING of the parcel to be herein described; Thence along said boundary from said POINT OF BEGINNING, North 54° 17' 37" West, for a distance of 1.65 feet; Thence continuing along said boundary on a tangent curve to the left, with a radius of 802.84 feet, through a central angle of 4° 15' 06", for a distance of 59.58 feet; Thence leaving said boundary North 53° 47' 52" East, for a distance of 31.51 feet; Thence South 40° 23' 12" East, for a distance of 64.59 feet; Thence along a non-tangent curve to the left, from a tangent that bears South 84° 27' 03" West, with a radius of 80.00 feet, through a central angle of 11° 56' 47", for a distance of 16.68 feet to the POINT OF BEGINNING.

Basis of Bearings: Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, file for record on July 9, 2010, in Book 2010 of Maps, at Page 96, Marin County Records. All bearings and distances within this description are based on California Coordinate System Zone 2, CCS83, Epoch 2008.00. To obtain Ground distances divide by 0.99989094.

Containing 0.03 Acres more or less

Prepared by Cinquini & Passarino, Inc.


James M. Dickey, PLS 7935



11/4/19
Date

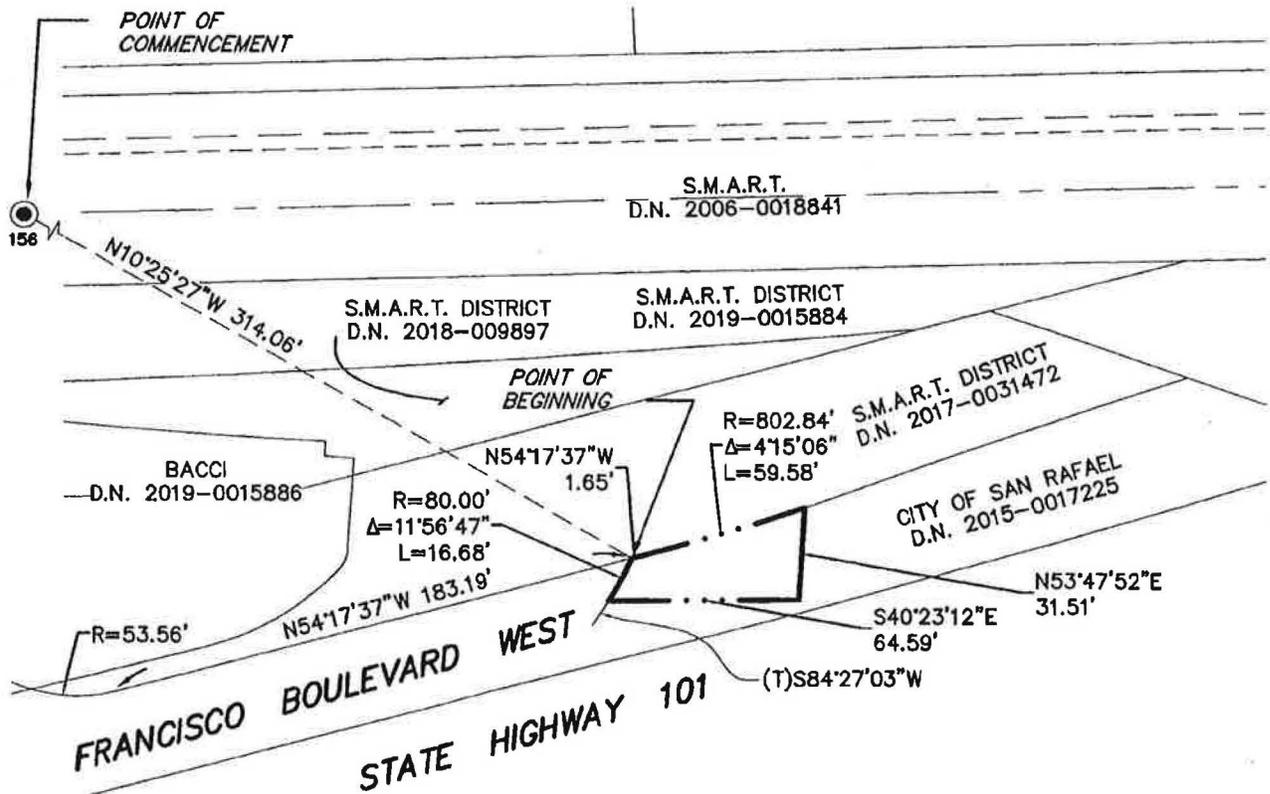
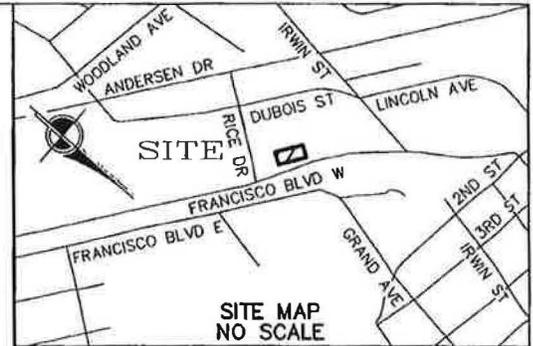
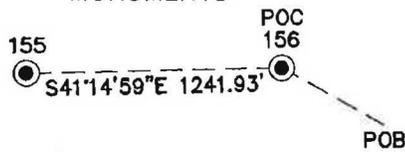
1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com
CPI No.: 7240-15
Page 1 of 2

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

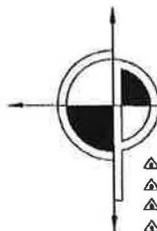
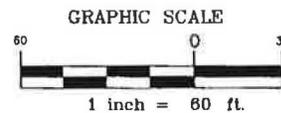


REFERENCE MONUMENTS



LEGEND

- SUBJECT SWAP
- ADJACENT BOUNDARY
- ORIGINAL RAILROAD RIGHT OF WAY
- CENTERLINE OF RAILROAD CONTINUATION
- 2 INCH DISK ORIGINAL AS DESIGNATED
- POB** POINT OF BEGINNING
- POC** POINT OF COMMENCEMENT
- (T)** TANGENT



CINQUINI & PASSARINO, INC.
LAND SURVEYING

△ BOUNDARY
 △ TOPOGRAPHIC
 △ CONSTRUCTION
 △ SUBDIVISIONS

1360 No. Dutton Ave.
 Santa Rosa, Ca. 95401
 Phone: (707) 542-6268
 Fax: (707) 542-2106
 WWW.CINQUINIPASSARINO.COM

| | | |
|--|----------------|-----------------|
| JOB NAME: THE CITY OF SAN RAFAEL TO S.M.A.R.T. DISTRICT PART 1 | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: PARCEL SWAP | SCALE: 1"=60' | DATE: 4/19/19 |
| | JOB #: 7240-15 | PAGE: 2 OF 2 |

Exhibit "A"
The City of San Rafael to SMART District Part 2

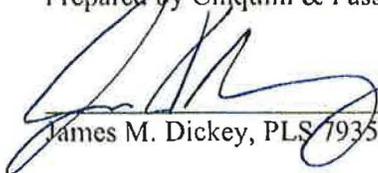
Lying within the State of California, County of Marin, City of San Rafael, being a portion of the lands of the City of San Rafael, as described in Grant Deed filled for record on April 15, 2015, under Document No. 2015-0017225, Official Records of the County of Marin, being more particularly described as follows:

Commencing at a 2" Disk in Concrete designated and delineated as Point No. 156 on that Record of Survey of the Project Control for the Sonoma-Marin Area Rail Transit District, filled for record on July 9, 2010 in Book 2010 of Maps at Page 96, Marin County Records, from which point a 2" Aluminum Disk in Concrete, designated as Point No. 155 on said Record of Survey bears, South 41° 14' 59" East a distance of 1241.93 feet; Thence from said Point of Commencement, North 25° 15' 36" West, for a distance of 429.25 feet to a point that lies on the northerly boundary of the lands of the Sonoma-Marin Area Rail Transit District, a public agency as described in the Director's Deed Grant filed for record on August 7, 2017, under Document No. 2017-0031472, Official Records of the County of Marin, said point being the POINT OF BEGINNING of the parcel to be herein described; Thence from said POINT OF BEGINNING along said boundary, North 58° 56' 22" West, for a distance of 6.84 feet; Thence continuing along said boundary on a tangent curve to the right, with a radius of 1254.72 feet, through a central angle of 2° 03' 04", for a distance of 44.92 feet to the easterly boundary of the lands of the City of San Rafael as described in Book 3696 and Page 159 of the Marin County Official Records; Thence continuing on said easterly boundary North 21° 26' 21" West, for a distance of 29.62 feet; Thence leaving said boundary along a non-tangent curve to the right, from a tangent that bears South 46° 09' 41" East, with a radius of 1920.88 feet, through a central angle of 2° 18' 47", for a distance of 77.54 feet to the POINT OF BEGINNING.

Basis of Bearings: Record of Survey of the Project Control for the Sonoma-Marin Area Rail Transit District, file for record on July 9, 2010, in Book 2010 of Maps, at Page 96, Marin County Records. All bearings and distances within this description are based on California Coordinate System Zone 2, CCS83, Epoch 2008.00. To obtain Ground distances divide by 0.99989094.

Containing 0.01 Acres more or less

Prepared by Cinquini & Passarino, Inc.

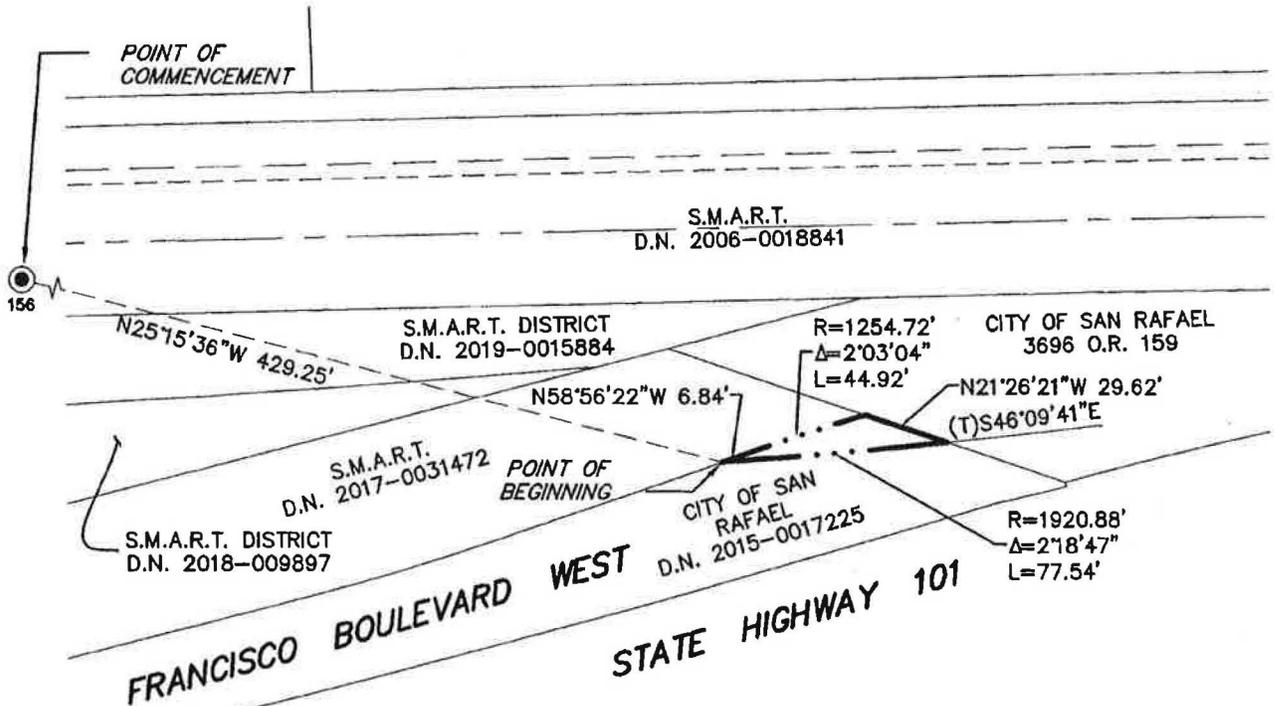
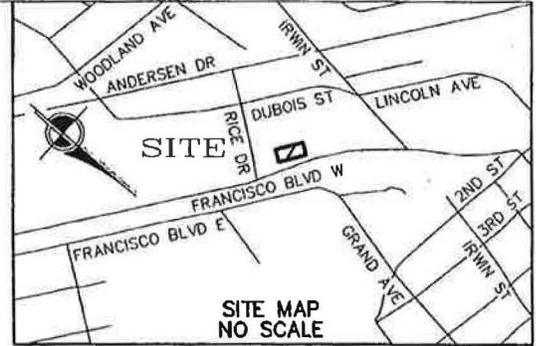
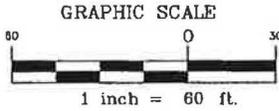

James M. Dickey, PLS 7935



11/4/19
Date

EXHIBIT 'B'

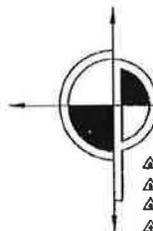
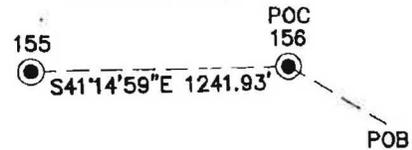
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



LEGEND

- SUBJECT SWAP
- ADJACENT BOUNDARY
- ORIGINAL RAILROAD RIGHT OF WAY
- CENTERLINE OF RAILROAD CONTINUATION
- CONTINUATION
- 2 INCH DISK ORIGINAL AS DESIGNATED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (T) TANGENT

REFERENCE MONUMENTS



CINQUINI & PASSARINO, INC.
LAND SURVEYING

△ BOUNDARY 1360 No. Dutton Ave.
 △ TOPOGRAPHIC Santa Rosa, Ca. 95401
 △ CONSTRUCTION Phone: (707) 542-6268
 △ SUBDIVISIONS Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

| | | |
|--|----------------|-----------------|
| JOB NAME: THE CITY OF SAN RAFAEL TO S.M.A.R.T. DISTRICT PART 2 | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: PARCEL SWAP | SCALE: 1"=60' | DATE: 4/19/19 |
| | JOB #: 7240-15 | PAGE: 2 OF 2 |

Exhibit "A"
The City of San Rafael to SMART District Part 3

Lying within the State of California, County of Marin, City of San Rafael, being a portion of the Lands of the City of San Rafael described in Book 3696 Page 159 and Book 3488 Page 431 Official Records of Marin County, being more particularly described as follows:

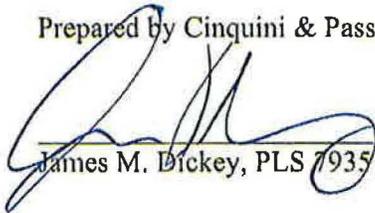
Commencing at a 2" Disk in Concrete designated and delineated as Point No. 156 on that Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, filled for record on July 9, 2010 in Book 2010 of Maps at Page 96, Marin County Records, from which point a 2" Aluminum Disk in Concrete, designated as Point No. 155 on said Record of Survey bears, South 41° 14' 59" East a distance of 1241.93 feet; Thence from said Point of Commencement, North 33° 30' 36" West, for a distance of 467.31 feet to a point that lies on the northerly boundary of said Right of Way of the Lands of Sonoma-Marín Area Rail Transit District as described in Document Number 2006-0018841, said point being the POINT OF BEGINNING of the parcel to be herein described; Thence along said Right of Way North 41° 17' 25" West, for a distance of 224.32 feet; Thence continuing on a non-tangent curve to the right, from a tangent that bears North 52° 23' 29" West, with a radius of 1567.17 feet, through a central angle of 9° 56' 30", for a distance of 271.92 feet; Thence continuing along said Right of Way North 48° 42' 35" East, for a distance of 29.00 feet; Thence North 41° 17' 25" West, for a distance of 214.82 feet to the westerly Right of Way of Irwin Street and the Lands of City of San Rafael as described in Book 3488 of Official Records page 431, Marin County; Thence South 7° 10' 48" West, for a distance of 35.79 feet; Thence leaving said Right of Way North 37° 35' 03" West, for a distance of 69.95 feet; Thence on a tangent curve to the right, with a radius of 2000.00 feet, through a central angle of 1° 03' 08", for a distance of 36.73 feet; Thence North 36° 31' 48" West, for a distance of 201.71 feet; Thence North 35° 03' 16" West, for a distance of 37.37 feet; Thence North 32° 33' 26" West, for a distance of 125.12 feet to a point on the southerly Right of Way of Francisco Boulevard West; Thence along said Right of Way North 52° 10' 23" West, for a distance of 22.89 feet; Thence continuing along a non-tangent curve to the right, from a tangent that bears North 30° 49' 48" West, with a radius of 700.00 feet, through a central angle of 2° 43' 02", for a distance of 33.20 feet; Thence along a reverse curve, having a radius of 305.00 feet, through a central angle of 12° 33' 13", for a distance of 66.83 feet; Thence continuing on a non-tangent curve to the right, from a tangent that bears North 25° 03' 26" West, with a radius of 640.09 feet, through a central angle of 4° 18' 17", for a distance of 48.09 feet to a point on the northerly Right of Way of Francisco Boulevard West; Thence along said Right of Way South 52° 54' 40" East, for a distance of 88.95 feet; Thence North 10° 49' 25" East, for a distance of 105.29 feet to a point on the southwest Right of Way line of Highway 101; Thence along said Highway on a non-tangent curve to the left, from a tangent that bears South 1° 17' 30" West, with a radius of 394.60 feet, through a central angle of 19° 42' 35", for a distance of 135.74 feet; Thence continuing along said highway South 30° 53' 40" East, for a distance of 161.14 feet;

Thence continuing along said Highway South 36° 54' 08" East, for a distance of 170.75 feet; Thence continuing along said highway on a non-tangent curve to the left, from a tangent that bears South 29° 33' 38" East, with a radius of 1008.48 feet, through a central angle of 6° 02' 09", for a distance of 106.24 feet; Thence continuing along said highway on a compound curve to the left, with a radius of 2010.94 feet, through a central angle of 19° 37' 04", for a distance of 688.54 feet; Thence leaving the southwest line of said Highway along the northeast line of the lands of the City of San Rafael described by Deed in Book 3696 Page 159 Official Records of Marin County South 21° 26' 21" East, for a distance of 144.05 feet; Thence North 54° 25' 31" West, for a distance of 70.02 feet to the POINT OF BEGINNING.

Basis of Bearings: Record of Survey of the Project Control for the Sonoma-Marin Area Rail Transit District, file for record on July 9, 2010, in Book 2010 of Maps, at Page 96, Marin County Records. All bearings and distances within this description are based on California Coordinate System Zone 2, CCS83, Epoch 2008.00. To obtain Ground distances divide by 0.99989094.

Containing 1.17 Acres more or less

Prepared by Cinquini & Passarino, Inc.

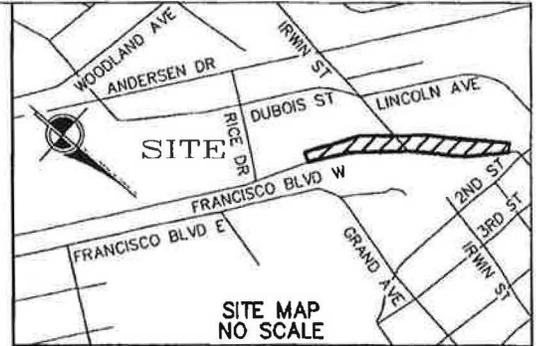

James M. Dickey, PLS 7935



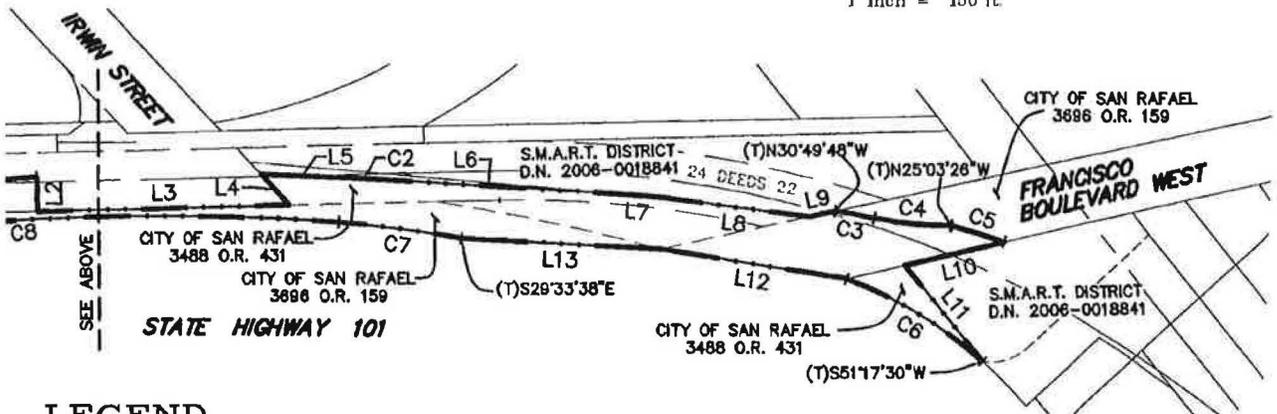
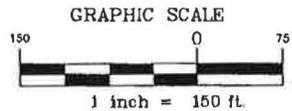
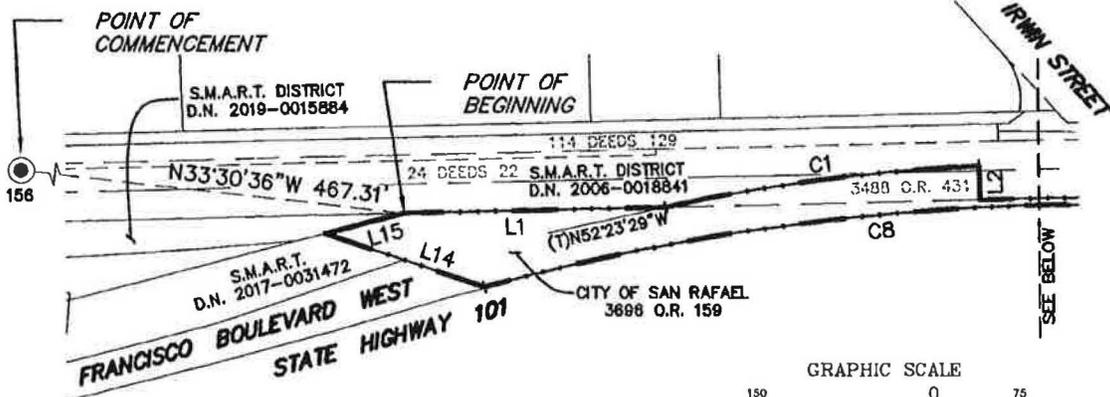
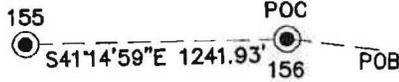
11/4/19
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

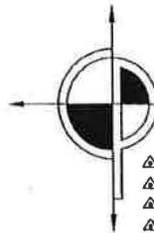


REFERENCE MONUMENTS



LEGEND

- . . . — SUBJECT SWAP
- ADJACENT BOUNDARY
- - - ORIGINAL RAILROAD RIGHT OF WAY
- - - CENTERLINE OF RAILROAD
- 2 INCH DISK ORIGINAL AS DESIGNATED
- ⌋ CONTINUATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (T) TANGENT



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- △ BOUNDARY
- △ TOPOGRAPHIC
- △ CONSTRUCTION
- △ SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
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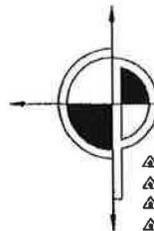
| | | |
|---|----------------|-----------------|
| JOB NAME: THE CITY OF SAN RAFAEL TO S.M.A.R.T DISTRICT PART 3 | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: PARCEL SWAP | SCALE: 1"=150' | DATE: 4/22/19 |
| | JOB #: 7240-15 | PAGE: 3 OF 4 |

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY
 ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL
 DESCRIPTION.

| LINE TABLE | | |
|------------|---------|---------------|
| LINE# | LENGTH | BEARING |
| L1 | 224.32' | N41° 17' 25"W |
| L2 | 29.00' | N48° 42' 35"E |
| L3 | 214.82' | N41° 17' 25"W |
| L4 | 35.79' | S07° 10' 48"W |
| L5 | 69.95' | N37° 35' 03"W |
| L6 | 201.71' | N36° 31' 48"W |
| L7 | 37.37' | N35° 03' 16"W |
| L8 | 125.12' | N32° 33' 26"W |
| L9 | 22.89' | N52° 10' 23"W |
| L10 | 88.95' | S52° 54' 40"E |
| L11 | 105.29' | N10° 49' 25"E |
| L12 | 161.14' | S30° 53' 40"E |
| L13 | 170.75' | S36° 54' 08"E |
| L14 | 144.05' | S21° 26' 21"E |
| L15 | 70.02' | N54° 25' 31"W |

| CURVE TABLE | | | |
|-------------|----------|-------------|---------|
| CURVE# | RADIUS | DELTA | LENGTH |
| C1 | 1567.17' | 9° 56' 30" | 271.92' |
| C2 | 2000.00' | 1° 03' 08" | 36.73' |
| C3 | 700.00' | 2° 43' 02" | 33.20' |
| C4 | 305.00' | 12° 33' 13" | 66.83' |
| C5 | 640.09' | 4° 18' 17" | 48.09' |
| C6 | 394.60' | 19° 42' 35" | 135.74' |
| C7 | 1008.48' | 6° 02' 09" | 106.24' |
| C8 | 2010.94' | 19° 37' 04" | 688.54' |



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| | | |
|--|--------------------------|-----------------|
| JOB NAME: THE CITY OF SAN RAFAEL TO S.M.A.R.T. PART 3 | DRAWN BY: CS | CHECKED BY: JMD |
| | SCALE: | DATE: 4/22/19 |
| | DESCRIPTION: PARCEL SWAP | PAGE: 4 OF 4 |
| | JOB #: 7240-15 | |

ATTACHMENT B

DISTRICT property to be transferred to the CITY.

Recording Requested By And
When Recorded Return To:

City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901
Attn: City Clerk

No Documentary Transfer Tax required under
Revenue & Taxation Code Section 11922-
Government Agency acquiring title

No Recording Fee due pursuant to Government
Code Section 27383

APN:

(Space above this line for Recorder's use)

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sonoma-Marin Area Rail Transit District, a California public agency,

hereby quitclaims to:

The City of San Rafael, California, a California public agency,

all that real property situated in the incorporated area of the City of San Rafael, County of Marin, State of California, described in Attachment B – Legal Descriptions and Plats, attached hereto and made a part hereof.

Executed as of this _____ day of _____ 2019.

Farhad Mansourian, General Manager
Sonoma-Marin Area Rail Transit District

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

ACKNOWLEDGMENT

State of California)
) ss.
County of _____)

On _____ before me, _____
(Date) (Name & Title of Officer)

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(SEAL)

CERTIFICATE OF ACCEPTANCE

PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 27281

This is to certify that the interest in the real property conveyed by the attached document entitled Quitclaim Deed, dated December _____ 2019, is hereby accepted by the undersigned authorized official or officer on behalf of the City of San Rafael pursuant to authority conferred by Resolution No. _____ adopted by the City Council of the City of San Rafael, and that the City of San Rafael consents to recordation of said document in the Office of the Recorder of Marin County, State of California.

Date: _____, 2019 By: _____
Jim Schutz, City Manager
City of San Rafael

ATTEST:

Lindsay Lara, City Clerk
City of San Rafael

ATTACHMENT B

DISTRICT property to be quitclaimed to the CITY.

Exhibit "A"
SMART District to City of San Rafael Part 1

Lying within the State of California, County of Marin, City of San Rafael, being a portion of the Right of Way of the Lands of Sonoma-Marín Area Rail Transit District as described by Quitclaim Deed recorded under Document Number 2006-0018841, Official Records of Marin County being more particularly described as follows:

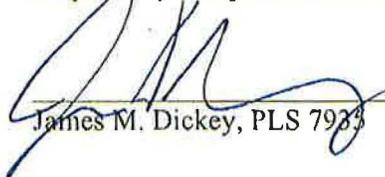
Commencing at a 2" Disk in Concrete designated and delineated as Point No. 156 on that Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, filed for record on July 9, 2010 in Book 2010 of Maps at Page 96, Marin County Records, from which point a 2" Aluminum Disk in Concrete, designated as Point No. 155 on said Record of Survey bears, South 41° 14' 59" East a distance of 1241.93 feet; Thence from said Point of Commencement, South 30° 09' 19" East, for a distance of 60.79 feet to a point that lies on the southerly boundary of said Right of Way of the Lands of Sonoma-Marín Area Rail Transit District, said point being the POINT OF BEGINNING of the parcel to be herein described; Thence North 36° 14' 22" East, for a distance of 30.08 feet; Thence South 59° 20' 57" East, for a distance of 14.80 feet; Thence North 30° 39' 03" East, for a distance of 6.00 feet; Thence along a non-tangent curve to the left, from a tangent that bears North 56° 58' 22" West, with a radius of 141.04 feet, through a central angle of 3° 20' 41", for a distance of 8.23 feet; Thence North 60° 19' 03" West, for a distance of 5.98 feet; Thence North 36° 14' 22" East, for a distance of 4.76 feet; Thence North 53° 45' 38" West, for a distance of 4.50 feet; Thence North 36° 14' 22" East, for a distance of 2.28 feet; Thence along a tangent curve to the left, with a radius of 30.00 feet, through a central angle of 45° 52' 05", for a distance of 24.02 feet; Thence along a compound curve to the left, with a radius of 44.05 feet, through a central angle of 23° 34' 27", for a distance of 18.13 feet; Thence North 33° 12' 12" West, for a distance of 28.59 feet; Thence along a tangent curve to the left, with a radius of 1000.00 feet, through a central angle of 2° 10' 57", for a distance of 38.09 feet to a point that lies on the northerly boundary of said Right of Way of the Lands of Sonoma-Marín Area Rail Transit District; Thence along said northerly boundary North 41° 17' 25" West, for a distance of 364.59 feet; Thence leaving said boundary North 42° 50' 33" West, for a distance of 56.43 feet; Thence along a tangent curve to the right, with a radius of 445.00 feet, through a central angle of 4° 23' 41", for a distance of 34.13 feet; Thence along a non-tangent curve to the left, from a tangent that bears North 38° 43' 54" West, with a radius of 1149.75 feet, through a central angle of 2° 37' 09", for a distance of 52.56 feet to a point that lies on the northerly boundary of said Right of Way of the Lands of Sonoma-Marín Area Rail Transit District; Thence leaving said point and continuing along said curve, through a central angle of 5° 31' 54", for a distance of 111.00 feet; Thence North 47° 09' 58" West, for a distance of 150.10 feet; Thence along a tangent curve to the right, with a radius of 1955.00 feet, through a central angle of 9° 41' 06", for a distance of 330.47 feet to a point on the Right of Way of The Sonoma-Marín Rail Transit District also being the westerly prolongation of Irwin Street; Thence along said Right of Way South 7° 10' 48" West, for a distance of 14.23 feet; Thence

continuing along said Right of Way North 35° 03' 16" West, for a distance of 318.78 feet; Thence leaving said Right of Way North 36° 31' 50" West, for a distance of 114.69 feet; Thence along a tangent curve to the right, with a radius of 700.00 feet, through a central angle of 5° 42' 01", for a distance of 69.64 feet; to the southwesterly boundary of Francisco Boulevard West as shown on said Record of Survey; Thence along said boundary North 52° 10' 23" West, for a distance of 116.60 feet; Thence leaving said boundary along a non-tangent curve to the right, from a tangent that bears South 43° 34' 52" East, with a radius of 285.00 feet, through a central angle of 14° 11' 35", for a distance of 70.60 feet; Thence South 29° 23' 18" East, for a distance of 26.35 feet; Thence South 60° 41' 03" West, for a distance of 15.47 feet; Thence South 9° 12' 33" East, for a distance of 58.06 feet to the northerly most corner of the lands of the Miller Trust, as described by Grant Deed recorded under Document Number 2001-0056529, Official Records of Marin County and shown on said Record of Survey, also being the southerly boundary of the Right of Way of the Lands of Sonoma-Marín Area Rail Transit District as described by Quitclaim Deed recorded under Document Number 2017-0042727, Official Records of Marin County; Thence along said Right of Way South 41° 05' 25" East, for a distance of 323.01 feet; Thence along said Right of Way as described by Quitclaim Deed recorded under Document Number 2017-0004553 South 41° 14' 46" East, for a distance of 173.83 feet to a point on the westerly Right of Way of Irwin Street; Thence along said Right of Way North 7° 10' 48" East, for a distance of 19.58 feet; Thence leaving said Right of Way South 41° 17' 25" East, for a distance of 80.15 feet to the easterly Right of Way of said Irwin Street; Thence along said Right of Way South 7° 10' 48" West, for a distance of 33.40 feet to the southerly Right of Way of the Lands of Sonoma-Marín Area Rail Transit District; Thence along said southerly Right of Way South 41° 17' 25" East, for a distance of 1085.26 feet to the POINT OF BEGINNING.

Basis of Bearings: Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, file for record on July 9, 2010, in Book 2010 of Maps, at Page 96, Marin County Records. All bearings and distances within this description are based on California Coordinate System Zone 2, CCS83, Epoch 2008.00. To obtain Ground distances divide by 0.99989094.

Containing 2.38 Acres more or less

Prepared by Cinquini & Passarino, Inc.


James M. Dickey, PLS 7933

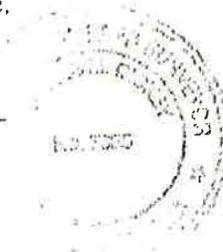
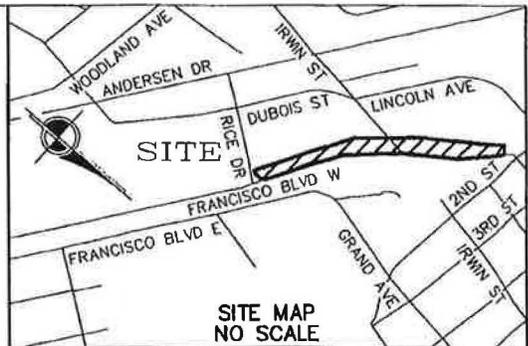
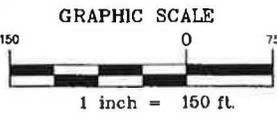
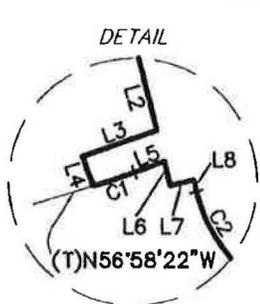
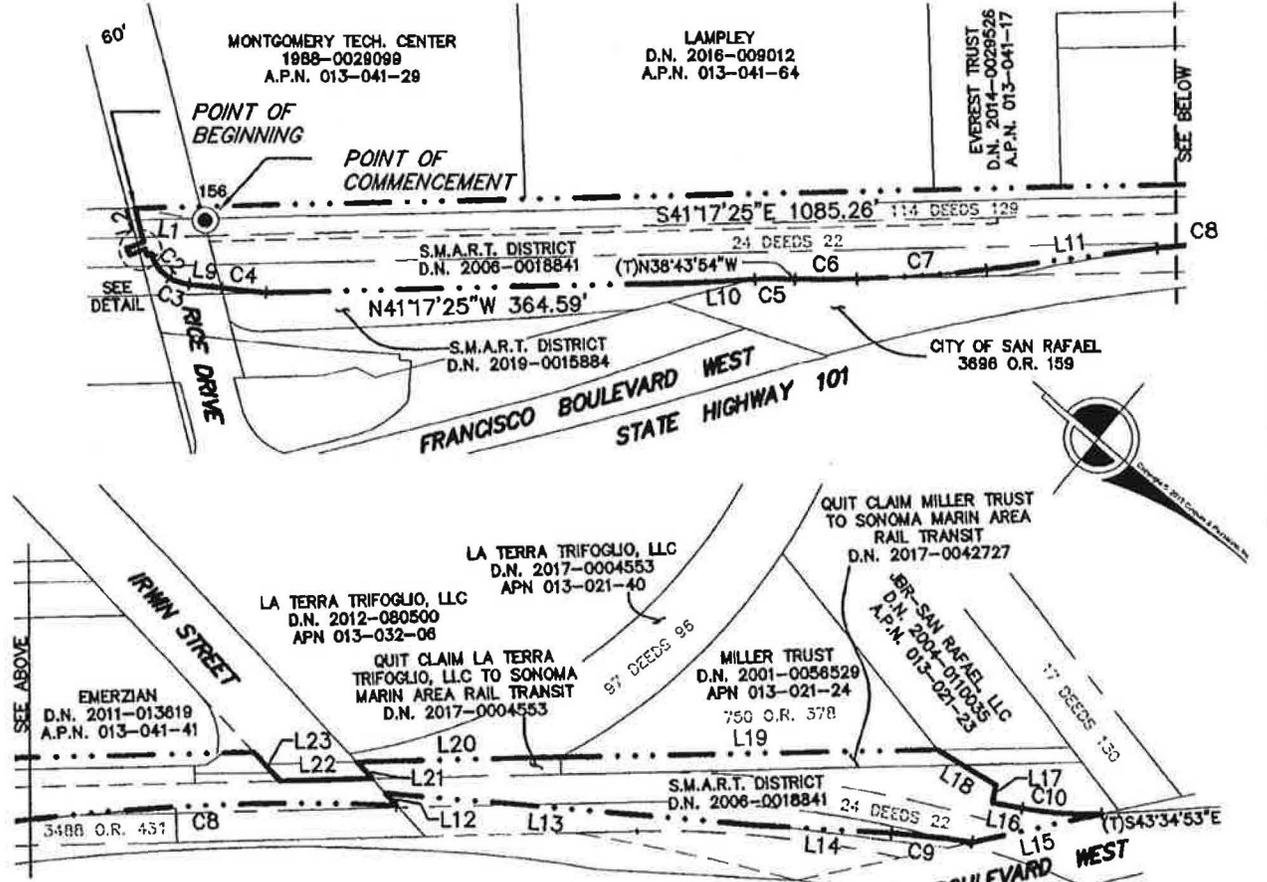
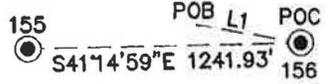


EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



REFERENCE MONUMENTS



LEGEND

- SUBJECT SWAP
- ADJACENT BOUNDARY
- - - - - ORIGINAL RAILROAD RIGHT OF WAY
- — — — CENTERLINE OF RAILROAD
- 2 INCH DISK ORIGINAL AS DESIGNATED
- ~ CONTINUATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (T) TANGENT



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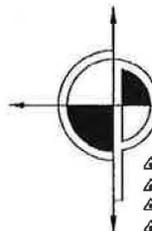
| | | |
|--|----------------|-----------------|
| JOB NAME: S.M.A.R.T. DISTRICT TO THE CITY OF SAN RAFAEL PART 1 | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: PARCEL SWAP | SCALE: 1"=150' | DATE: 4/22/19 |
| | JOB #: 7240-15 | PAGE: 3 OF 4 |

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

| LINE TABLE | | |
|------------|---------|---------------|
| LINE# | LENGTH | BEARING |
| L1 | 60.79' | S30° 09' 19"E |
| L2 | 30.08' | N36° 14' 22"E |
| L3 | 14.80' | S59° 20' 57"E |
| L4 | 6.00' | N30° 39' 03"E |
| L5 | 5.98' | N60° 19' 03"W |
| L6 | 4.76' | N36° 14' 22"E |
| L7 | 4.50' | N53° 45' 38"W |
| L8 | 2.28' | N36° 14' 22"E |
| L9 | 28.59' | N33° 12' 12"W |
| L10 | 56.43' | N42° 50' 33"W |
| L11 | 150.10' | N47° 09' 58"W |
| L12 | 14.23' | S07° 10' 48"W |
| L13 | 318.78' | N35° 03' 16"W |
| L14 | 114.69' | N36° 31' 50"W |
| L15 | 116.60' | N52° 10' 23"W |
| L16 | 26.35' | S29° 23' 18"E |
| L17 | 15.47' | S60° 41' 03"W |
| L18 | 58.06' | S09° 12' 33"E |
| L19 | 323.01' | S41° 05' 25"E |
| L20 | 173.83' | S41° 14' 46"E |
| L21 | 19.58' | N07° 10' 48"E |
| L22 | 80.15' | S41° 17' 25"E |
| L23 | 33.40' | S07° 10' 48"W |

| CURVE TABLE | | | |
|-------------|----------|-------------|---------|
| CURVE# | RADIUS | DELTA | LENGTH |
| C1 | 141.04' | 3° 20' 41" | 8.23' |
| C2 | 30.00' | 45° 52' 05" | 24.02' |
| C3 | 44.05' | 23° 34' 27" | 18.13' |
| C4 | 1000.00' | 2° 10' 57" | 38.09' |
| C5 | 445.00' | 4° 23' 41" | 34.13' |
| C6 | 1149.75' | 2° 37' 09" | 52.56' |
| C7 | 1149.75' | 5° 31' 54" | 111.00' |
| C8 | 1955.00' | 9° 41' 06" | 330.47' |
| C9 | 700.00' | 5° 42' 01" | 69.64' |
| C10 | 285.00' | 14° 11' 35" | 70.60' |



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| | | |
|--|----------------|-----------------|
| JOB NAME: S.M.A.R.T. TO THE CITY OF SAN RAFAEL PART 1 | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: PARCEL SWAP | SCALE: | DATE: 4/22/19 |
| | JOB #: 7240-15 | PAGE: 4 OF 4 |

Exhibit "A"
SMART District to The City of San Rafael Part 2

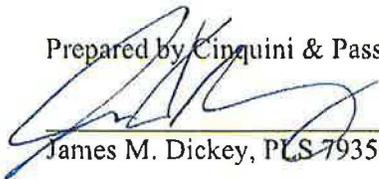
Lying within the State of California, County of Marin, City of San Rafael, being a portion of the lands the Sonoma-Marín Area Rail Transit District, as described in Grant Deed from Bacci Family LTD Partnership to Sonoma-Marín Area Rail Transit District, a public agency, filed for record on May 10, 2019, under Document Number 2019-0015884 being more particularly described as follows:

Commencing at a 2" Disk in Concrete designated and delineated as Point No. 156 on that Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District", filled for record on July 9, 2010 in Book 2010 of Maps at Page 96, Marin County Records, from which point a 2" Aluminum Disk in Concrete, designated as Point No. 155 on said Record of Survey bears, South 41° 14' 59" East a distance of 1241.93 feet; Thence from said Point of Commencement, North 10° 01' 46" East 81.04 feet to a point that lies on the northerly boundary of the Right of Way of the Lands of Sonoma-Marín Area Rail Transit District as described by grant deed, filed for record on March 27, 2006, under Document No. 2006-0018841, Official Records of the County of Marin, said point being the POINT OF BEGINNING of the parcel to be herein described; Thence from said POINT OF BEGINNING along said boundary, North 41° 17' 25" West 364.59 feet; Thence leaving said boundary South 42° 50' 33" East 67.47 feet; Thence along a tangent curve to the left, with a radius of 60.00 feet, through a central angle of 22° 24' 51" 23.47 feet; Thence North 48° 45' 52" East 8.91 feet; Thence along a non-tangent curve to the right, from a tangent that bears South 41° 14' 08" East, with a radius of 1879.58 feet, through a central angle of 2° 21' 18" 77.26 feet; Thence South 51° 07' 10" West 5.00 feet; Thence South 38° 49' 11" East 3.99 feet; Thence North 51° 14' 29" East 5.00 feet; Thence along a non-tangent curve to the right, from a tangent that bears South 38° 45' 31" East, with a radius of 1879.58 feet, through a central angle of 2° 04' 45" 68.21 feet; Thence South 53° 19' 14" West 1.95 feet; Thence South 38° 16' 58" East 74.94 feet; Thence along a tangent curve to the right, with a radius of 1000.00 feet, through a central angle of 2° 53' 49" 50.56 feet to the POINT OF BEGINNING.

Basis of Bearings: Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, file for record on July 9, 2010, in Book 2010 of Maps, at Page 96, Marin County Records. All bearings and distances within this description are based on California Coordinate System Zone 2, CCS83, Epoch 2008.00. To obtain Ground distances divide by 0.99989094.

Containing 0.06 Acres more or less

Prepared by Cinquini & Passarino, Inc.

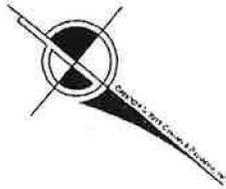

James M. Dickey, PLS 7935



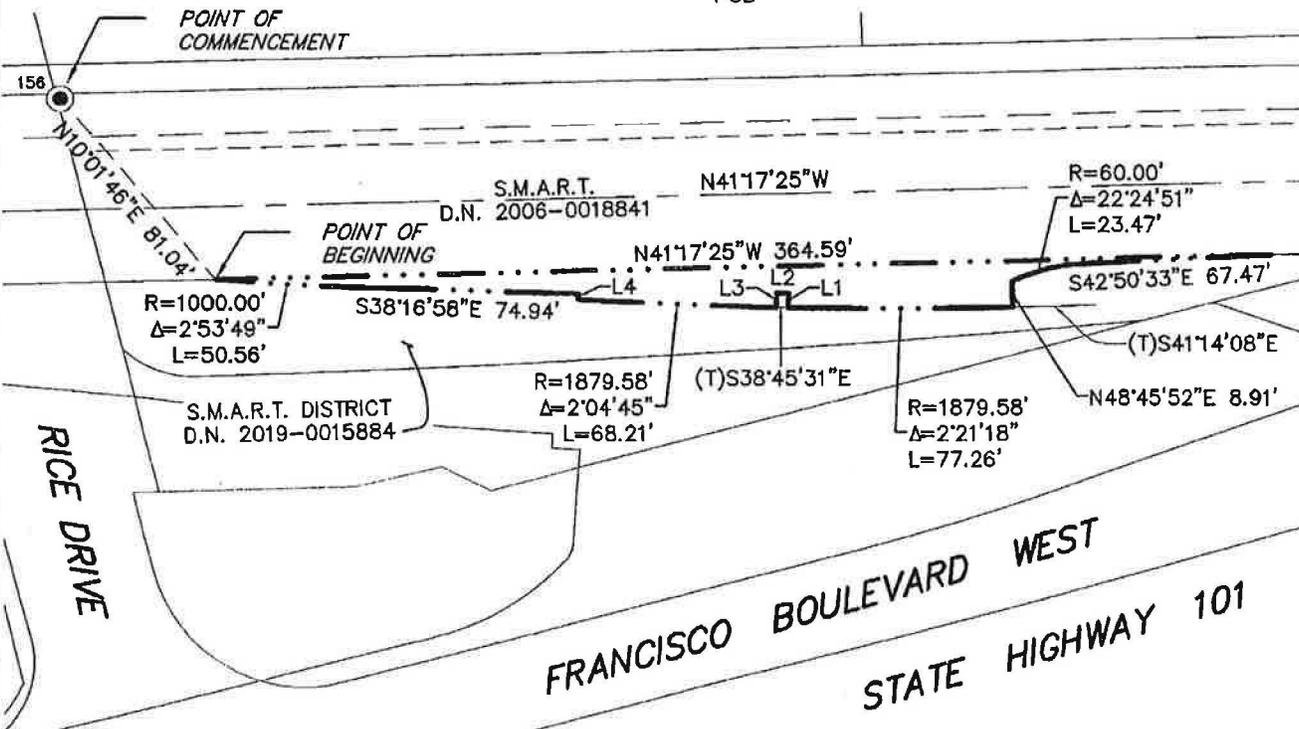
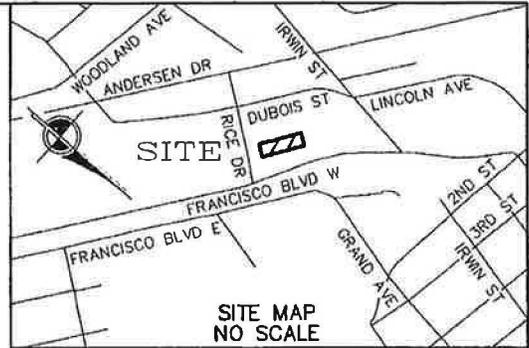
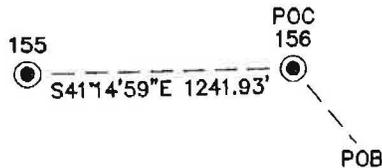
11/14/19
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

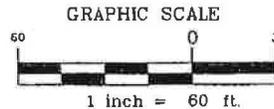


REFERENCE MONUMENTS

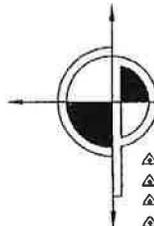


LEGEND

- SUBJECT SWAP
- ADJACENT BOUNDARY
- ORIGINAL RAILROAD RIGHT OF WAY
- CENTERLINE OF RAILROAD
- 2 INCH DISK ORIGINAL AS DESIGNATED
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- TANGENT



| LINE TABLE | | |
|------------|--------|---------------|
| LINE# | LENGTH | BEARING |
| L1 | 5.00 | S51° 07' 10"W |
| L2 | 3.99 | S38° 49' 11"E |
| L3 | 5.00 | N51° 14' 29"E |
| L4 | 1.95 | S53° 19' 14"W |



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| | | |
|--|----------------|-----------------|
| JOB NAME: S.M.A.R.T. DISTRICT TO THE CITY OF SAN RAFAEL PART 2 | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: PARCEL SWAP | SCALE: 1"=60' | DATE: 4/19/19 |
| | JOB #: 7240-15 | PAGE: 2 OF 2 |

Exhibit "A"
SMART District to The City of San Rafael Part 3

Lying within the State of California, County of Marin, City of San Rafael, being a portion of the lands of the Sonoma-Marín Area Rail Transit District, as described in Grant Deed filed for record on March 20, 2018 under Document No. 2018-009897, Official Records of the County of Marin, and a portion of the land as described in Grant Deed to Sonoma-Marín Area Rail Transit District, a public agency, filed for record on August 7, 2017 under Document Number 2017-0031472 being more particularly described as follows:

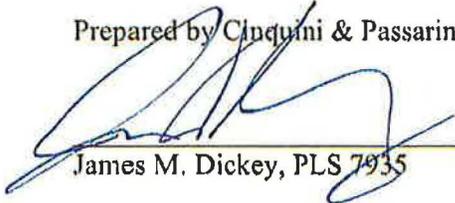
Commencing at a 2" Disk in Concrete designated and delineated as Point No. 156 on that Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, filed for record on July 9, 2010 in Book 2010 of Maps at Page 96, Marin County Records, from which point a 2" Aluminum Disk in Concrete, designated as Point No. 155 on said Record of Survey bears, South 41° 14' 59" East a distance of 1241.93 feet; Thence from said Point of Commencement, North 31° 25' 10" East, for a distance of 210.65 feet to a point that lies on the northerly boundary of the lands of Bacci filed for record on May 10, 2019 under Document No. 2019-0015886, Official Records of the County of Marin and on the southerly boundary of the lands of The City of San Rafael filed for record on April 15, 2015, under Document No. 2015-0017225, Official Records of the County of Marin, also being Francisco Boulevard West, lying North 53° 51' 42" West 98.82 feet from the northeast corner of said lands of Bacci, said point also being the POINT OF BEGINNING of the parcel to be herein described; Thence from said POINT OF BEGINNING North 53° 51' 42" West along the boundary of said lands of Bacci, for a distance of 61.67 feet; Thence continuing along said boundary on a tangent curve to the left, with a radius of 94.50 feet, through a central angle of 32° 08' 12", for a distance of 53.00 feet; Thence continuing along said boundary on a compound curve to the left, with a radius of 10.00 feet, through a central angle of 39° 36' 19", for a distance of 6.91 feet; Thence continuing along said boundary South 54° 25' 14" West, for a distance of 28.70 feet; Thence leaving said boundary North 35° 34' 46" West, for a distance of 15.58 feet; Thence South 52° 45' 56" West, for a distance of 7.71 feet; Thence along a non-tangent curve to the left, from a tangent that bears North 37° 14' 04" West, with a radius of 1927.08 feet, through a central angle of 2° 35' 53", for a distance of 87.39 feet; Thence North 57° 39' 24" East, for a distance of 15.45 feet; Thence on a tangent curve to the right, with a radius of 80.00 feet, through a central angle of 14° 50' 52", for a distance of 20.73 feet to the southerly boundary of said lands of the City of San Rafael also being the northerly line of Sonoma-Marín Area Rail District as described in Document No. 2017-031472, Official Records of the County of Marin; Thence along said line, South 54° 17' 37" East for a distance of 183.19 feet; Thence continuing along said line on a tangent curve to the right, with a radius of 53.56 feet, through a central angle of 30° 51' 43", for a distance of 28.85 feet to the POINT OF BEGINNING.

Basis of Bearings: Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, file for record on July 9, 2010, in Book 2010 of Maps, at Page 96,

Marin County Records. All bearings and distances within this description are based on California Coordinate System Zone 2, CCS83, Epoch 2008.00. To obtain Ground distances divide by 0.99989094.

Containing 0.13 Acres more or less

Prepared by Cinquini & Passarino, Inc.



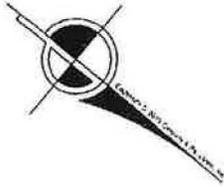
James M. Dickey, PLS 7935



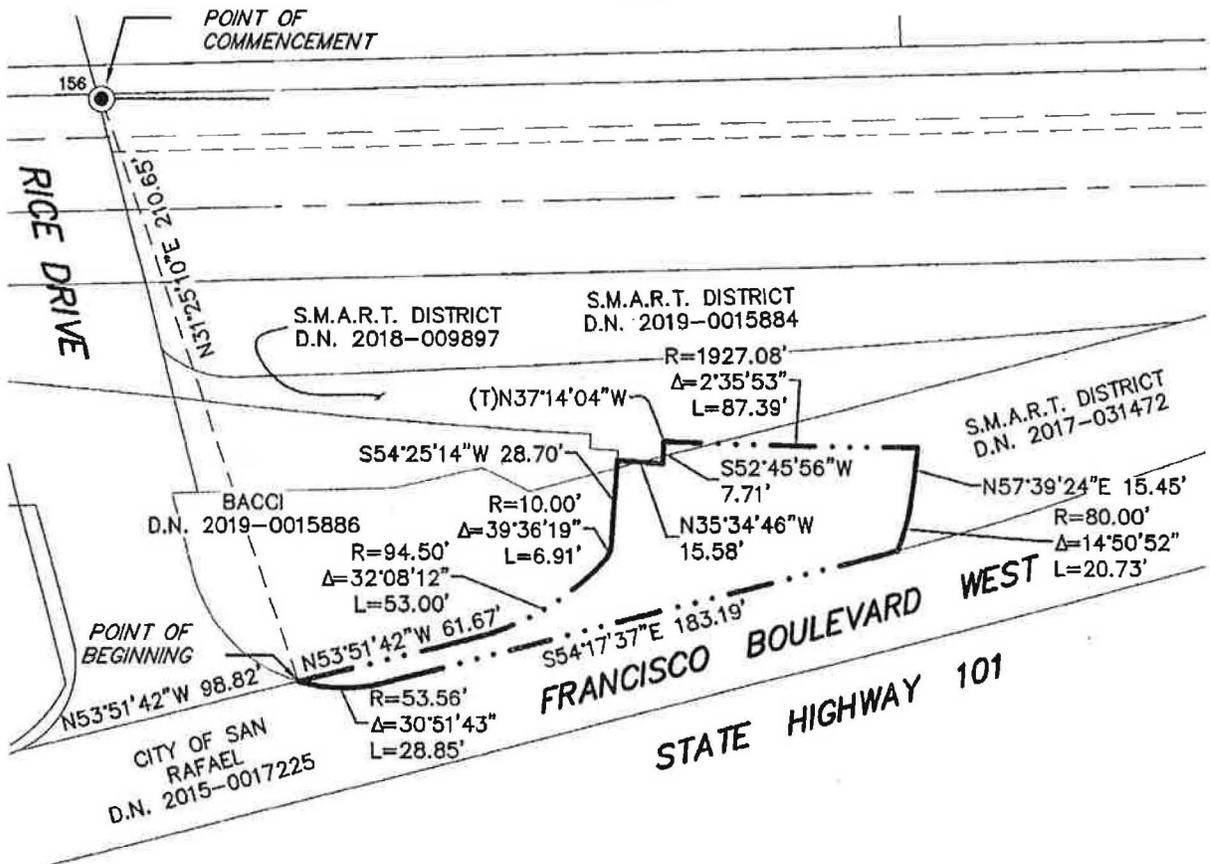
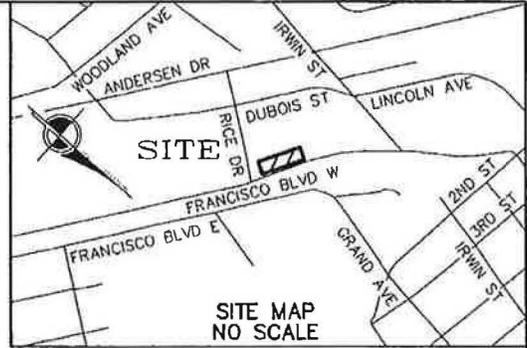
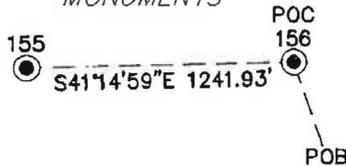
11/4/19
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

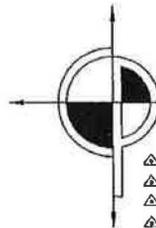
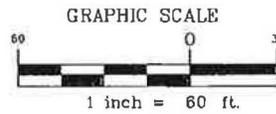


REFERENCE MONUMENTS



LEGEND

- SUBJECT SWAP
- ADJACENT BOUNDARY
- ORIGINAL RAILROAD RIGHT OF WAY
- CENTERLINE OF RAILROAD
- 2 INCH DISK ORIGINAL AS DESIGNATED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (T) TANGENT



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 - △ SUBDIVISIONS
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Santa Rosa, Co. 95401
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Fax: (707) 542-2106

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| | | |
|--|----------------|-----------------|
| JOB NAME: S.M.A.R.T. DISTRICT TO THE CITY OF SAN RAFAEL PART 3 | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: PARCEL SWAP | SCALE: 1"=60' | DATE: 4/19/19 |
| | JOB #: 7240-15 | PAGE: 3 OF 3 |

Exhibit "A"
SMART District to The City of San Rafael Part 4

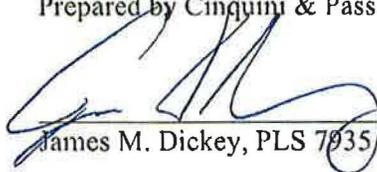
Lying within the State of California, county of Marin, City of San Rafael, being a portion of the lands of the Sonoma-Marín Area Rail Transit District, as described in Grant Deed to Sonoma-Marín Area Rail Transit District, a public agency, filed for record on August 7, 2017, under Document Number 2017-0031472 being more particularly described as follows:

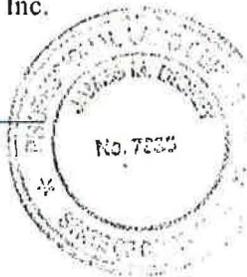
Commencing at a 2" Disk in Concrete designated and delineated as Point No. 156 on that Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, filed for record on July 9, 2010 in Book 2010 of Maps at Page 96, Marin County Records, from which point a 2" Aluminum Disk in Concrete, designated as Point No. 155 on said Record of Survey bears, South 41° 14' 59" East a distance of 1241.93 feet; Thence from said Point of Commencement, North 25° 15' 36" West, for a distance of 429.25 feet to a point that lies on the southerly boundary of the lands of the City of San Rafael, filed for record on April 15, 2015, under Document No. 2015-0017225, Official Records of the County of Marin, also being Francisco Boulevard West, said point being the POINT OF BEGINNING of the parcel to be herein described; Thence from said POINT OF BEGINNING South 58° 56' 22" East along the boundary of said lands, for a distance of 82.49 feet; Thence continuing along said boundary on a tangent curve to the right, with a radius of 802.84 feet, through a central angle of 0° 23' 39", for a distance of 5.52 feet; Thence leaving said boundary South 53° 47' 52" West, for a distance of 24.86 feet; Thence on a non-tangent curve to the left, from a tangent that bears North 41° 24' 41" West, with a radius of 1920.88 feet, through a central angle of 2° 26' 13", for a distance of 81.70 feet to the POINT OF BEGINNING.

Basis of Bearings: Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, file for record on July 9, 2010, in Book 2010 of Maps, at Page 96, Marin County Records. All bearings and distances within this description are based on California Coordinate System Zone 2, CCS83, Epoch 2008.00. To obtain Ground distances divide by 0.99989094.

Containing 0.02 Acres more or less

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James M. Dickey, PLS 7935



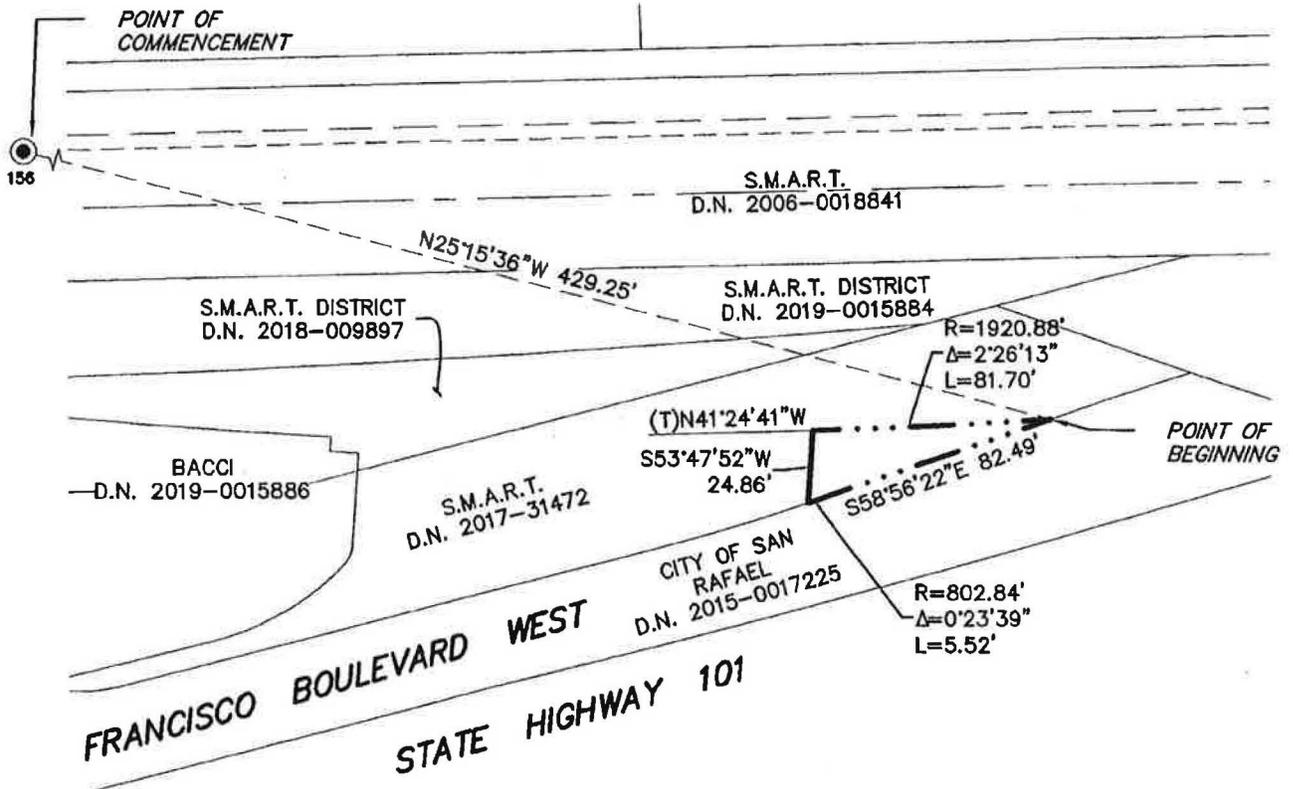
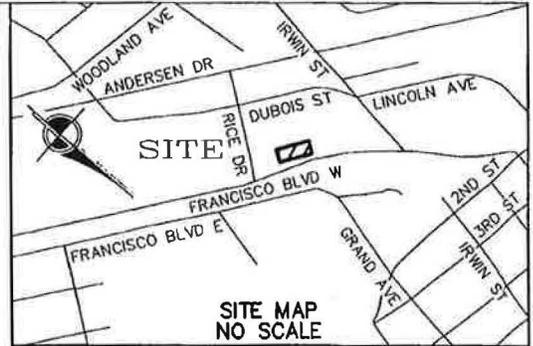
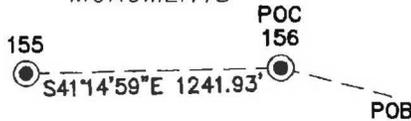
11/4/19
Date

EXHIBIT 'B'

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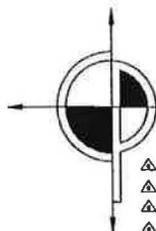
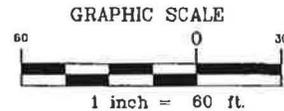


REFERENCE MONUMENTS



LEGEND

- SUBJECT SWAP
- ADJACENT BOUNDARY
- ORIGINAL RAILROAD RIGHT OF WAY
- CENTERLINE OF RAILROAD CONTINUATION
- 2 INCH DISK ORIGINAL AS DESIGNATED
- POB** POINT OF BEGINNING
- POC** POINT OF COMMENCEMENT
- (T)** TANGENT



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| | | |
|--|----------------|-----------------|
| JOB NAME: S.M.A.R.T. DISTRICT TO THE CITY OF SAN RAFAEL PART 4 | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: PARCEL SWAP | SCALE: 1"=60' | DATE: 4/19/19 |
| | JOB #: 7240-15 | PAGE: 2 OF 2 |

Exhibit "A"
SMART District to The City of San Rafael Access Easement

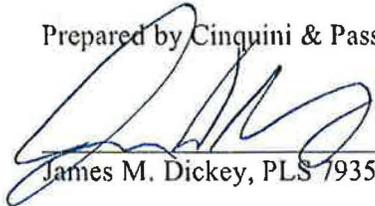
Lying within the State of California, County of Marin, City of San Rafael, being a portion of the lands of the City of San Rafael, as described in Grant Deed filed for record on April 15, 2015, under Document No. 2015-0017225, Official Records of the County of Marin, being more particularly described as follows:

Commencing at a 2" Disk in Concrete designated and delineated as Point No. 156 on that Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, filed for record on July 9, 2010 in Book 2010 of Maps at Page 96, Marin County Records, from which point a 2" Aluminum Disk in Concrete, designated as Point No. 155 on said Record of Survey bears, South 41° 14' 59" East a distance of 1241.93 feet; Thence from said Point of Commencement, North 10° 25' 27" West, for a distance of 314.06 feet to a point that lies on the northerly boundary of the lands of the Sonoma-Marín Area Rail Transit District, a public agency, filed for record on August 7, 2017, under Document No. 2017-0031472, Official Records of the County of Marin said point lies North 54° 17' 37" West 183.19 feet from the northwest terminus of a curve with a radius of 53.56 feet as shown in the Deed to Sonoma-Marín Area Rail Transit District filed under Document No. 2017-0031472, Official Records of the County of Marin, said point being the POINT OF BEGINNING of the parcel to be herein described; Thence leaving said boundary from said POINT OF BEGINNING on a curve to the left, from a tangent that bears South 72° 30' 16" West, with a radius of 80.00 feet, through a central angle of 3° 07' 37", for a distance of 4.37 feet; Thence North 40° 23' 12" West, for a distance of 14.27 feet to a point on said boundary; Thence leaving said boundary North 40° 23' 12" West, for a distance of 42.05 feet; Thence North 53° 47' 52" East, for a distance of 18.70 feet; Thence South 40° 23' 12" East, for a distance of 64.59 feet; Thence on a non-tangent curve to the left, from a tangent that bears South 84° 27' 03" West, with a radius of 80.00 feet, through a central angle of 11° 56' 47", for a distance of 16.68 feet to the POINT OF BEGINNING.

Basis of Bearings: Record of Survey of the Project Control for the Sonoma-Marín Area Rail Transit District, file for record on July 9, 2010, in Book 2010 of Maps, at Page 96, Marin County Records. All bearings and distances within this description are based on California Coordinate System Zone 2, CCS83, Epoch 2008.00. To obtain Ground distances divide by 0.99989094.

Containing 0.03 Acres more or less

Prepared by Cinquini & Passarino, Inc.


James M. Dickey, PLS 7935



11/4/19
Date

1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401

Tel: (707) 542-6268 Fax: (707) 542-2106

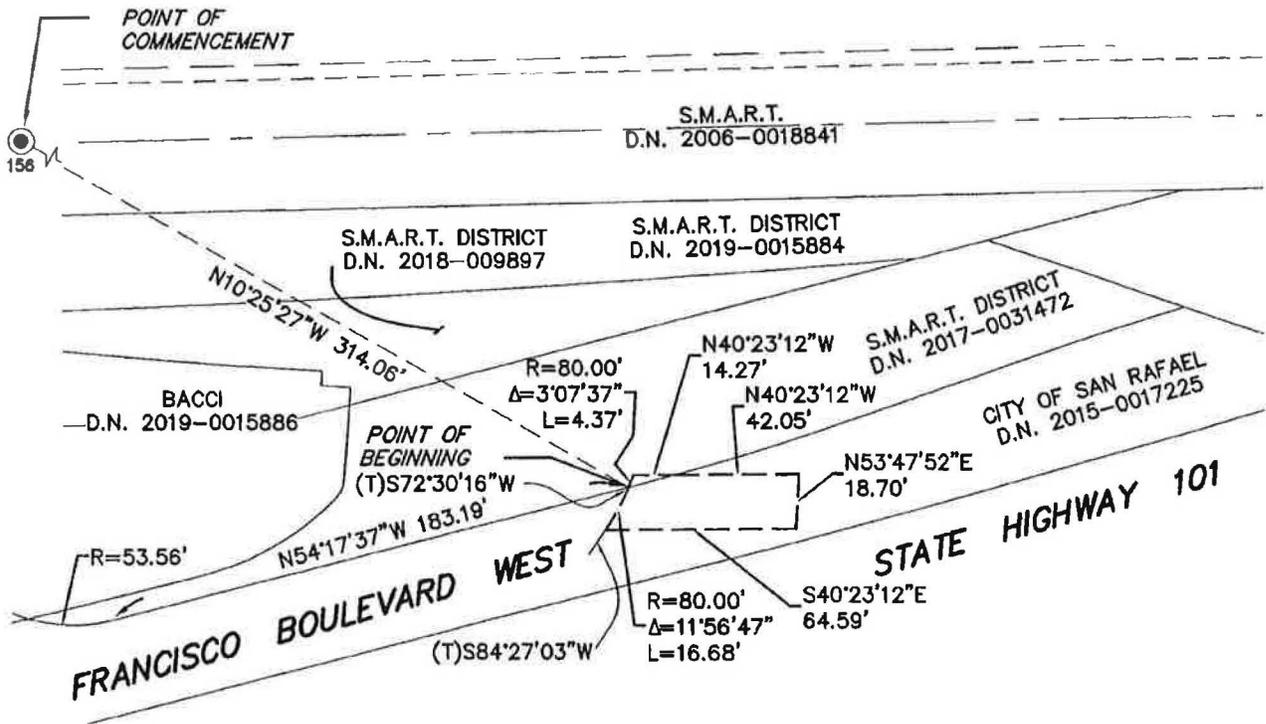
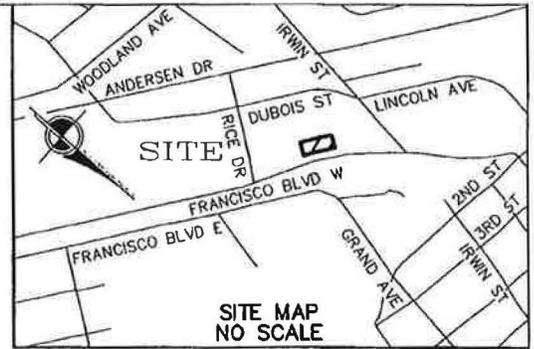
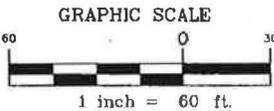
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CPI No.: 7240-15

Page 1 of 2

EXHIBIT 'B'

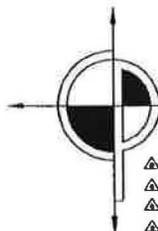
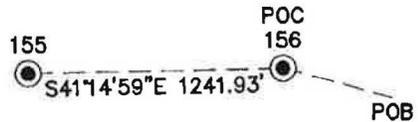
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



LEGEND

- SUBJECT EASEMENT
- ADJACENT BOUNDARY
- ORIGINAL RAILROAD RIGHT OF WAY
- CENTERLINE OF RAILROAD CONTINUATION
- ⊙ 2 INCH DISK ORIGINAL AS DESIGNATED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (T) TANGENT

REFERENCE MONUMENTS



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| | | |
|---|----------------|-----------------|
| JOB NAME: S.M.A.R.T. DISTRICT TO THE CITY OF SAN RAFAEL | DRAWN BY: CS | CHECKED BY: JMD |
| DESCRIPTION: ACCESS EASEMENT | SCALE: 1"=60' | DATE: 4/19/19 |
| | JOB #: 7240-15 | PAGE: 2 OF 2 |



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

Prepared by: Cory Bytof,
Sustainability Program Manager

City Manager Approval: _____

TOPIC MARIN SANITARY SERVICE RATES FOR 2020

**SUBJECT RESOLUTION ESTABLISHING MAXIMUM RATES COLLECTED BY MARIN
SANITARY SERVICE FOR REFUSE AND RECYCLABLE MATERIAL
COLLECTION AND DISPOSAL SERVICES, TO BE EFFECTIVE JANUARY
1, 2020**

RECOMMENDATION

Adopt a resolution establishing maximum rates collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be effective January 1, 2020.

EXECUTIVE SUMMARY

This report details the rate adjustment proposal for 2020 necessary for Marin Sanitary Service to provide refuse, recycling, and organic materials composting, hauling, and processing for customers ("rate payers") in San Rafael. Rate payers include residential homeowners, apartment owners, commercial property owners, and other businesses and tenants. The proposed rate adjustment would increase rates by 4.85% over 2019 levels for all rate payers. It includes adjustments based on an agreed-upon rate-setting methodology the City has with Marin Sanitary Service and is based upon an independent third-party review of expenses and revenues by R3 Consulting Group, Inc. (R3). In addition, this report proposes a new Illegal Dumping Pilot Program with Marin Sanitary Service that, if approved, comprises .53% of the total proposed rate adjustment of 4.85%.

BACKGROUND

Each year, the City Council holds a public hearing to set the maximum collection rates that can be charged by Marin Sanitary Service (MSS) in the City of San Rafael. These rates are based on a specific methodology contained in the Franchise Agreement the City has with MSS. This methodology was changed last year when the Council adopted the [third amendment](#) to the Franchise Agreement with Marin Sanitary Service. The Background section of this report will provide the overall context of the rate-setting process, the changes that occurred in the Franchise Agreement, the services Marin Sanitary Service provides in San Rafael, and the Illegal Dumping

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

Pilot Program.

Franchise Agreement and Franchisors' Group

Article XI of the California Constitution and the California Public Resources Code allows cities to regulate refuse and recycling services and to collect a franchise fee from any provider of such services. MSS is our sole provider of refuse hauling and recycling services and performs these services in many surrounding communities as well. These services are pursuant to a Franchise Agreement between the City and MSS, which outlines the services that must be provided by MSS as well as a methodology to be followed to set customer rates each year.

Several jurisdictions in Marin that have similar agreements with MSS joined together as the Marin Franchisors' Group to share information and reduce costs. These jurisdictions are: City of San Rafael, City of Larkspur, Town of Ross, the Las Gallinas Valley Sanitary District, and the County of Marin, including within the Ross Valley Sanitary District boundaries. The Marin Franchisors' Group ("Franchisors") meets several times per year to oversee MSS's operations and works together to conduct a single annual rate review analysis rather than each jurisdiction having to conduct and pay for a separate review.

Our current Franchise Agreement is the "Third Amendment to the Amendment and Restatement of Collection Agreement of the City of San Rafael with Marin Sanitary Service" and was [adopted by Council in 2018](#). The amendment was one several outcomes of a 2-year process of analysis and negotiations with MSS, which also included the following:

1. **Replaced the Recycling Reserve Fund** with a net processing fee structure that allows MSS an annually adjusted processing fee minus revenues from the sale of recyclable materials. This new method of calculating recycling in the annual rate application includes an incentive for MSS to seek the best prices for selling the materials, while also providing a mechanism to ensure revenues help offset customer rates when markets are good.
2. Includes a **substantially streamlined and simplified annual rate adjustment methodology**. The new methodology sets rates based on set revenues due to MSS, which are escalated annually based on one simple Water, Sewer, and Trash (WST) index, which has increased between 2 to 5% annually in recent years. This places more incentive on MSS to live within the regulated revenue amount.
3. **Removes all true-up provisions** from the previous method of calculating rates, other than those negotiated for three years to amortize past recycling losses to the company.
4. **Includes a 2.5% minimum and a 5% maximum rate cap** for MSS' operational expenses. This excludes franchise/agency fees and the cost of processing, recycling, composting and disposal, however, the latter of which are not subject to MSS control.

In total, these changes are intended to provide more stable and predictable rates, continued verifiable high levels of service, and a simplified and cost-effective rate-setting methodology that also improves accuracy and transparency. This rate-setting report, conducted by R3 Consulting Group, Inc. (R3) is the first rate review using the new methodology.

Marin Sanitary Service Programs and Services

MSS provides residential, commercial and multi-family refuse services, including garbage, recycling and organics (composting) collection and processing. MSS also provides garbage and recycling pick-up for City facilities, parks, and all sidewalk receptacles downtown and throughout San Rafael. MSS is a key partner in the City's environmental goals as well as the City and County's Zero Waste Goals. MSS conducts the majority of the outreach for the City for the State's Mandatory Commercial Recycling and Mandatory Composting laws (AB 341, AB 1826, and soon SB 1383), which place requirements on businesses to recycle and compost, and requires annual

monitoring and notifications to non-compliant businesses. MSS also has a robust community outreach and education program, and they conduct numerous programs and community offerings, including an annual free compost giveaway and customer education event. All their services including a new “Where Does it Go, Joe recycling lookup feature can be found on their new website: <https://marinsanitaryservice.com/>

Changes in the Industry

First, recognizing the negative impacts of organic materials decomposing in landfills on climate change, the State of California has started mandating that businesses of certain thresholds compost their organic materials. The State will soon mandate that all residents and businesses compost their organic waste in the coming years (AB 1826 and SB 1383). Additionally, the State may also place new requirements on local governments to implement, monitor and enforce participation in organic waste programs. In addition, there continues to be a depression in the recycling commodities markets, resulting in losses for recyclers throughout the State.

ANALYSIS

This section will outline the rationale for the two items under consideration:

- A. The rate adjustment for 2020
- B. A recommended Illegal Dumping Pilot Program

A. Rate Adjustment for 2020

Over the past ten years rate adjustments for San Rafael have ranged from less than one percent to over 10% with an average of 5.82% annually. Last year’s adjustment, using the old methodology, was 9.39% and included some legacy true-ups and recycling losses. In the past few years many Bay Area cities have experienced rate adjustments in the double digits, including more than 50% in Piedmont, Windsor and Santa Rosa. These increases are the result of many factors, including a growing amount of solid waste, recycling, and compostable materials generated by residents and businesses, increasing costs of processing recyclables and compostable materials, decreasing value of recyclable materials, and increasing costs of labor in a constrained labor market.

Attachment B shows R3’s independent third-party review of Marin Sanitary Service’s 2020 Rate Application and breaks down the areas impacting the rates as an average for the Franchisors’ as a whole. The table below shows the Rate Increase Factors for San Rafael for 2020, including the staff recommended Illegal Dumping Pilot Program.

Table 1. 2020 Rate Increase Factors, San Rafael

| | |
|--|--------------|
| Collector Operations | 2.13% |
| Garbage Landfilling and Organics Processing | 0.83% |
| Other (Government Fees, Interest, Change in Law) | 0.62% |
| Recyclable Materials Processing | 0.43% |
| Profit | 0.31% |
| Pilot Illegal Dumping Program | 0.53% |
| Total | 4.85% |

Collector Operations comprised the majority of the rate adjustment and was calculated using the Consumer Price Index (CPI) for Water, Sewer and Trash Collection. The second highest factor included the costs of processing recyclables and organics and the disposing of waste. All told,

the new rate setting methodology has been effective in keeping rate increases below 5%. Note that some of the increase this year is due to legacy true-ups in Fuel and Oil and Garbage Landfilling and Organics Processing that will sunset in 2021. Staff also anticipates new expenses related to changes in State law that will be mandating additional organics recycling via Assembly Bill (AB) 1826 and Senate Bill (SB) 1383. Staff will be working with MSS in the coming year as the SB 1383 regulations are finalized to better understand these impacts and efficient ways to address the mandates.

R3 reviewed the application and all relevant documents and financial schedules with MSS and recommends an increase of 4.85% to the City of San Rafael's rates in 2020 with the addition of the illegal dumping pilot. This would result in an increase of \$2.01 per month for a residential 32 gallon cart, which is the most common cart size, totaling \$43.37. For the most common commercial size there would be an increase of \$24.78 per month for a 3 yard bin totaling \$535.73. Recycling is included in all accounts and customers can reduce their regular landfill container size or pickup schedule resulting in lower rates.

R3 conducted a survey of Bay Area refuse haulers as part of the rate review, included in Attachments 3, 4, and 5 of their Report. It summarizes the survey data for residential 30-35 gallon can weekly service with curbside recycling and organics pickup. Note though, that proposed 2020 rates are not available for other jurisdictions yet, so this summary compares proposed San Rafael 2020 rates to other jurisdictions' 2019 actual rates, which will certainly increase. Using this comparison San Rafael's rates are slightly higher than other Bay Area jurisdictions. However, it is also important to note that all jurisdictions provide different services and levels of services, making apples-to-apples comparisons problematic. San Rafael's rates have traditionally been comparable with rates in other Bay Area jurisdictions, while often providing more services.

As in previous years, staff is recommending that the rate adjustment be applied across the board to all residential, multi-family and commercial service accounts. Actual rates for all services are provided as Exhibit C, an attachment to the Resolution included with this report.

B. Recommended Illegal Dumping Pilot Program

Illegal dumping has been a persistent and costly problem for San Rafael, and the City receives over 200 complaints every year from residents and businesses alike. The Department of Public Works estimates the annual fiscal impact to the City of approximately \$250,000 including staff time and disposal associated with illegal dumping. The Streets Division generally spends one full day each week collecting and disposing of illegally dumped items. Illegal dumping not only affects the City's budget and staff resources but is a health and quality of life issue for everyone in San Rafael. This issue is not unique to San Rafael, and some cities such as Oakland spend upwards of \$5.5 million per year.

The City has done a great deal to try to abate the problem, including changing parking alignment on Windward Way, removing trash cans, putting up signage and surveillance cameras, conducting outreach, and adjusting days and times for removal of illegal dumping. MSS has also been assisting and cleans up Jacoby Street, which gets a lot of after-hours dumping, a minimum of once per month. In the end, our resources are limited, and we need new tools to address the issue.

In late 2017 a Together San Rafael team formed to address illegal dumping using a formal cross-departmental approach comprising staff from Police, Public Works, and Sustainability utilizing a Human Centered Design (HCD) approach. Through initial research the Team identified three key areas of action necessary for success: 1) education and community

engagement, 2) infrastructure and universal access to disposal, and 3) enforcement. Through interviews and surveys the Team identified some early actions that were rolled out in 2018 and 2019:

1. Developed a **new protocol for reporting** and following up on illegal dumping reports such that Police got notified when it was criminal activity, and more pedestrian level dumping, like what happens outside apartment complexes when residents set items out on the street or sidewalk, was routed to Public Works. This included a new public-facing [web page](#) with tools and information.
2. Developed **Crime Prevention Through Environmental Design (CPTED) outreach collateral** that could be given to businesses to learn how to protect their property from unwanted dumping.
3. Developed a [mini-grant pilot](#) program for businesses in East San Rafael that offered up to \$1,000 to a business that wished to utilize a CPTED strategy they hadn't previously employed, such as installing surveillance cameras and signage, or upgrading lighting around the building.
4. Began hosting **bulky waste collection and recycling events** ([example](#)) in the Canal Neighborhood to offer options for multifamily building residents to dispose of their unwanted items properly, while gathering research data into the problem and potential solutions. This included direct mailings to all residents and apartment managers in the Canal with information about the illegality of putting items on the street and the proper means of disposal. This pilot was mostly paid for through our Zero Waste grants.
5. **Increased enforcement:** Public Works started issuing warnings and administrative citations to apartment owners who regularly had dumped items around their property, and Police stepped up their efforts to make contact with people who were reported to have dumped items on the public right-of-way.

This combination of engagement, enforcement, and disposal opportunities resulted in a noticeable decrease in items picked up in the Canal Neighborhood by Public Works in 2019 (see Attachment D - Illegal Dumping Pilot Report). However, there is still a need to develop a long-term solution that is resource-efficient and cost-effective. There are limited enforcement resources due to the other pressing issues that Police and Public Works face, and there are limited funds and use cases for the Zero Waste Grants. In addition, this pilot only addressed one neighborhood in San Rafael and relied heavily on an intern who has since moved on.

Although illegal dumping has been reduced in the Canal Neighborhood since the Together San Rafael pilot program, it is still a prevalent concern in many other areas of San Rafael including the East San Rafael Business District. Currently, only single-family residential accounts have bulky waste disposal options as part of their curbside pickup of trash, recycling, and composting. Adding this to over 400 multi-family complexes and hundreds of businesses in San Rafael would entail a significant rate increase. This new pilot aims to test some more cost-effective options to increase access to safe and easy disposal for multifamily building tenants and business owners.

The Illegal Dumping Pilot Program proposal aims to do 3 things:

1. **Test a voucher program for multi-family residents** whereby they can utilize a voucher once or twice per year to dispose of unwanted bulky items when they need to dispose of them as opposed to on a specific day. This flexibility is critical as research we conducted over this past year revealed that many times people need to replace an item or move and get rid of items and don't have the luxury/availability of storing them until a local

bulky waste collection event. The voucher program will also help determine actual costs vs. the collection events to see which is more useful and cost-effective.

2. **Test a commercial coupon program** that offers businesses that have experienced illegal dumping on their property the ability to dispose of it at a free or reduced cost. The initial proposal has been to offer this once or twice per year when the business owner or manager reports the dumping, which would allow for the City to follow up and provide them with a CPTED flyer and opportunity to apply for a mini-grant to further protect their property. Results from early research showed that businesses who employed CPTED strategies saw dramatically lower prevalence of illegal dumping on their property once implemented.
3. **Continue the bulky waste disposal events** in the Canal Neighborhood but on a quarterly basis. This will allow us to continue to partner with the Mattress Recycling Council, which has committed to help us up to four (4) times a year at no cost. It will also allow us to gather more data through in-person surveys and engagements and gauge people's familiarity with the coupon program.

The intention is for the City and MSS to use the pilot, further research, and community engagement to develop a longer term or permanent solution that is sustainable, equitable, and efficient. The City would continue current increased enforcement and business mini-grant programs as well.

R3 has conducted an analysis of the costs in Attachment C. This pilot would begin with an engagement with local and statewide entities focused on finding solutions to illegal dumping along with other community partners. The City would engage a local consulting firm specializing in developing metric-based outreach campaigns to provide assistance with pilot design and testing. Best practices in behavior change social science combined with Human Centered Design would be utilized to ensure a rigorous pilot and confidence in the results and future recommendations. This approach combines research into what works in other places along with grounded local research to craft the right approach for local conditions.

R3 estimates costs for this pilot program to be a maximum of \$100,000, and the engagement would be pursued as a not-to-exceed that amount. This adds .53% to this year's rate adjustment as shown in Table 1 above and is included in the staff recommendation as Option 1 below. Option 2 below is the rate adjustment without the additional .53% for the Illegal Dumping Pilot Program.

COMMUNITY OUTREACH

Notice of the public hearing was published twice in the Marin Independent Journal (Attachment B) and emailed to all names on file with the City Clerk and City Manager's Office. Information on the maximum annual rate that MSS can collect is available at the City Clerk's office during the 10 days prior to the public hearing. The proposed rate information is also provided directly to the San Rafael Chamber of Commerce, the Business Improvement District, Marin Builder's Association, and other interested parties.

FISCAL IMPACT

The attachment to the Resolution (Exhibit C) contains the complete rate request as a combined document with two Options. Option 1 is the staff recommended Option with an overall increase of 4.85%. Option 2 is the rate request without the Illegal Dumping Pilot Program with an overall increase of 4.32%. Exhibit C will be revised and finalized with the Option that is adopted by the City Council. If approved, the rates would be applied to all customer types and service options and satisfies the City's contractual obligations to meet the MSS revenue requirement to cover

costs for San Rafael refuse and recycling services, including franchise fees. Increasing MSS's rates will result in slight increases to the franchise fees paid by MSS to the City.

OPTIONS

1. Adopt a resolution establishing maximum rates collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be effective January 1, 2020 with an increase of 4.85% over 2019 rates, or
2. Adopt a resolution establishing maximum rates collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be effective January 1, 2020 without the addition of an Illegal Dumping Pilot Program for a total increase of 4.32% over 2019 rates, or
3. Do not adopt a resolution establishing maximum rates collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be effective January 1, 2020 at this time and direct staff to come back with more information.

RECOMMENDED ACTION

Adopt a resolution establishing maximum rates collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be effective January 1, 2020 with an increase of 4.85% over 2019 rates.

ATTACHMENTS

- Attachment A: Resolution with Exhibit C Rate Schedule
- Attachment B: R3 Review of Marin Sanitary Service's 2020 Rate Application
- Attachment C: R3 Memo for Illegal Dumping Pilot Program
- Attachment D: Illegal Dumping Pilot Report 2019
- Attachment E: Affidavit of Publication

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ESTABLISHING MAXIMUM RATES COLLECTED BY MARIN SANITARY SERVICE FOR REFUSE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL SERVICES, TO BE EFFECTIVE JANUARY 1, 2020

WHEREAS, the City of San Rafael and Marin Sanitary Service have entered into an “Amendment and Restatement of Collection Agreement of the City of San Rafael and Marin Sanitary Service,” dated September 4, 2001 and amended by a written first amendment dated March 1, 2005, a written second amendment dated November 14, 2012, and a written third amendment dated February 25, 2019 (hereafter the “Franchise Agreement”); and

WHEREAS, Section 3 (B) of the Franchise Agreement provides for maximum rates allowed to be collected by Marin Sanitary Service, to be amended from time to time by the City Council; and

WHEREAS, Exhibit "C" of the Franchise Agreement provides for approved rate schedules, as amended by the City Council from time to time, to be included as part of the Collection Agreement; and

WHEREAS, Marin Sanitary Service has submitted a rate application request using the methodology outlined under Section 3 (A) of the Franchise Agreement; and

WHEREAS, the City of San Rafael has conducted a review of said rate application and produced a report recommending rate and fee adjustments; and

WHEREAS, on December 16, 2019 the City Council held a duly noticed public hearing to consider the rate application request and receive public testimony thereon; and

WHEREAS, the City of San Rafael has determined that such rate and fee adjustments are proper, in the best interest of all citizens, and will promote public health, safety and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS: The schedule of maximum rates and fees attached hereto as "Exhibit C" and incorporated herein by reference, is hereby approved to be collected by Marin Sanitary Service for refuse and recyclable material collection and disposal services, at an increased rate of 4.85% from 2019, to be effective January 1, 2020. Said “Exhibit C” shall be incorporated as the revised Exhibit "C" to the Franchise Agreement.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 16th of December 2019, by the following vote, to wit:

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

LINDSAY LARA, City Clerk

CITY OF SAN RAFAEL
EXHIBIT C - SCHEDULE OF RATES

| RESIDENTIAL REFUSE COLLECTION RATES | | | | | | |
|---|---|---|----------------------|----------------|----------------|----------|
| | | Rate increase: 4.85% | | | | |
| | | Effective date: 01/01/2020 | | | | |
| <i>Residential Service (Bundled service includes 1 landfill (garbage) cart, 1 organics cart, & 1 recycling split cart)</i> | | | | | | |
| REOCCURRING CHARGES | Weekly Service Rates (Billed Quarterly) | 2020 Flat rate | | 2020 Hill Rate | | |
| | | Monthly Rate | Quarterly Rate | Monthly Rate | Quarterly Rate | |
| | | 20 gallon cart | \$36.87 | \$110.61 | \$41.75 | \$125.25 |
| | | 32 gallon cart | \$43.37 | \$130.11 | \$49.12 | \$147.36 |
| | | 64 gallon cart | \$86.74 | \$260.22 | \$98.24 | \$294.72 |
| | | 96 gallon cart | \$130.11 | \$390.33 | \$147.36 | \$442.08 |
| | | Low income - 20 gal* cart | \$29.50 | \$88.50 | \$33.40 | \$100.20 |
| | | Low income - 32 gal* cart | \$34.70 | \$104.10 | \$39.30 | \$117.90 |
| | | Low income - 64 gal* cart | \$69.39 | \$208.17 | \$78.59 | \$235.77 |
| | | Low income - 96 gal* cart | \$104.09 | \$312.27 | \$117.89 | \$353.67 |
| | | <i>Senior rate**Discontinued</i> | \$30.62 | \$91.86 | \$38.98 | \$116.94 |
| | | Additional Organics Cart Rental (35 or 64 gallon cart) | \$2.31 | \$6.93 | \$2.31 | \$6.93 |
| | | Additional Split Cart Rental (64 or 96 gallon cart) | \$2.31 | \$6.93 | \$2.31 | \$6.93 |
| | | Additional Monthly Charges | Monthly Fee | Quarterly Fee | | |
| | | | (per cart, each way) | | | |
| | Distance 5' - 50' | \$5.63 | \$16.89 | | | |
| | Distance Over 50' | \$11.39 | \$34.17 | | | |

*Must meet PG&E CARE program eligibility requirements.

**Customers with these rates prior to 2005 will keep the existing rate type. No new customers will be added with this rate type.

NOTE: We may not be able to accommodate any collection requests NOT at the curb due to a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

| ONE TIME SERVICE FEES | Additional Service Fees per Occurrence | 2020 Fee |
|-----------------------------------|--|-----------|
| | Return Fees - Off day | \$25.00 |
| | Return Fees - Same day | \$10.00 |
| | Resume Service/Late Fee | \$35.00 |
| | Contamination (cart) any size cart | \$30.00 |
| | Overload/Overweight (cart) | \$25.00 |
| | Extra bag garbage | \$15.00 |
| | Extra bag yard waste | \$10.00 |
| | Steam Clean (cart) | \$15.00 |
| | Special Collection | \$35.00 |
| | Special Handling (Bulky items) | \$30.00 |
| | Bulky item fees per item | Fees Vary |
| | Cart Strap Set-up Admin Fee | \$25.00 |
| | 20 Gal Cart Replacement Fee | \$55.00 |
| | 32 Gal Cart Replacement Fee | \$60.00 |
| | 64 Gal Cart Replacement Fee | \$65.00 |
| | 96 Gal Cart Replacement Fee | \$75.00 |
| | 64 Gal Split Cart Replacement Fee | \$90.00 |
| 96 Gal Split Cart Replacement Fee | \$100.00 | |

**CITY OF SAN RAFAEL
EXHIBIT C - SCHEDULE OF RATES**

COMMERCIAL REFUSE COLLECTION RATES

Rate increase: 4.85%
Effective date: 01/01/2020

| RECURRING CHARGES | COMMERCIAL CARTS, BINS, ROLL-OFFS | | Collections per Week | | | | | | Additional One Time Empty |
|--|-----------------------------------|------------|----------------------|-------------------------------------|-------------|-------------|---------------------------|--|---------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | | | |
| Garbage | | | | | | | | | |
| 20 gallon cart* | \$36.87 | \$73.74 | \$110.61 | \$147.48 | \$184.35 | \$221.22 | \$8.51 | | |
| 32 gallon cart | \$43.07 | \$86.14 | \$129.21 | \$172.28 | \$215.35 | \$258.42 | \$9.94 | | |
| 64 gallon cart | \$86.14 | \$172.28 | \$258.42 | \$344.56 | \$430.70 | \$516.84 | \$19.88 | | |
| 96 gallon cart | \$129.21 | \$258.42 | \$387.63 | \$516.84 | \$646.05 | \$775.26 | \$29.82 | | |
| 1 yard bin | \$279.93 | \$565.25 | \$855.92 | \$1,152.05 | \$1,453.47 | \$1,760.28 | \$64.60 | | |
| 2 yard bin | \$411.58 | \$945.65 | \$1,434.30 | \$1,934.30 | \$2,444.76 | \$2,965.97 | \$94.98 | | |
| 3 yard bin | \$535.73 | \$997.62 | \$1,520.68 | \$2,059.80 | \$2,615.13 | \$3,186.57 | \$123.63 | | |
| 4 yard bin | \$764.27 | \$1,412.84 | \$2,151.46 | \$2,911.69 | \$3,486.86 | \$4,496.63 | \$176.37 | | |
| 5 yard bin | \$826.73 | \$1,662.69 | \$2,534.49 | \$3,433.03 | \$4,358.58 | \$5,310.95 | \$190.78 | | |
| 6 yard bin | \$981.48 | \$1,995.23 | \$3,041.35 | \$4,119.67 | \$5,230.25 | \$6,373.14 | \$226.50 | | |
| 10 yard roll-off | \$1,383.34 | \$2,830.92 | \$4,344.50 | \$5,921.81 | \$7,563.71 | \$9,270.12 | \$319.23 | | |
| 18 yard roll-off | \$2,484.63 | \$5,085.55 | \$7,802.62 | \$10,635.86 | \$13,585.31 | \$16,650.99 | \$573.38 | | |
| 20 yard roll-off | \$2,760.78 | \$5,650.60 | \$8,669.55 | \$11,817.59 | \$15,094.79 | \$18,501.06 | \$637.10 | | |
| 25 yard roll-off | \$3,861.89 | \$7,904.57 | \$11,652.79 | \$15,883.89 | \$20,288.75 | \$24,867.17 | \$891.21 | | |
| Organics (F2E or Compost) | 1 | 2 | 3 | 4 | 5 | 6 | Additional One Time Empty | | |
| 32 gallon | \$17.86 | \$35.72 | \$53.58 | \$71.44 | \$89.30 | \$107.16 | \$4.12 | | |
| 64 gallon | \$35.72 | \$71.44 | \$107.16 | \$142.88 | \$178.60 | \$214.32 | \$8.24 | | |
| 1 yard | \$125.00 | \$250.00 | \$375.00 | \$500.00 | \$625.00 | \$750.00 | \$28.85 | | |
| 2 yard | \$250.00 | \$500.00 | \$750.00 | \$1,000.00 | \$1,250.00 | \$1,500.00 | \$57.69 | | |
| 3 yard | \$375.00 | \$750.00 | \$1,125.00 | \$1,500.00 | \$1,875.00 | \$2,250.00 | \$86.54 | | |
| 10 yard roll-off | \$968.34 | \$1,936.68 | \$2,905.02 | \$3,873.36 | \$4,841.70 | \$5,810.04 | \$223.46 | | |
| 18 yard roll-off | \$1,743.01 | \$3,486.02 | \$5,229.03 | \$6,972.04 | \$8,715.05 | \$10,458.06 | \$402.23 | | |
| 20 yard roll-off | \$1,936.68 | \$3,873.36 | \$5,810.04 | \$7,746.72 | \$9,683.40 | \$11,620.08 | \$446.93 | | |
| 25 yard roll-off | \$2,420.85 | \$4,841.70 | \$7,262.55 | \$9,683.40 | \$12,104.25 | \$14,525.10 | \$558.66 | | |
| Garbage Compactors (Per empty) | | | | | | | | | |
| Roll-off Compactor Tipping fee per ton | | \$118.89 | | Roll-off Compactor Hauling charge | | | \$267.23 | | |
| Stationary FL (Per Compacted Yard) | | \$103.26 | | Roll-off Compactor Special handling | | | Rates Vary | | |
| Other Charges | Service | Fee | | Details | | | | | |
| | Lock | | \$25.00 | Monthly fee | | | | | |
| | Box rental | | Fees Vary | Minimum Bimonthly fee | | | | | |
| | Distance < 50ft | | \$5.63 | Monthly fee per cart, each way | | | | | |
| | Distance > 50ft | | \$11.39 | Monthly fee per cart, each way | | | | | |

* Customers must have a sufficient level of service for the volume of material generated. Requests for 20gal carts require assessment and approval of a Route Manager.

NOTE: All container types and sizes may not be available at all locations depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

| ONE TIME SERVICE FEES | Commercial Service Fees | |
|-----------------------|---|-----------|
| | Service | Fee |
| | Return Fee - BIN | \$75.00 |
| | Return Fee - CART -same day | \$10.00 |
| | Return Fee - CART -off day | \$25.00 |
| | Late Fee/Resume Service Fee | \$35.00 |
| | Contamination (BIN) | \$50.00 |
| | Contamination (CART) | \$30.00 |
| | Overload/Compaction (BIN) | \$60.00 |
| | Overload/Compaction (CART) | \$25.00 |
| | Extra Bag Garbage | \$15.00 |
| | Additional Empty BIN | Fees vary |
| | Extra Bag Yard Waste | \$15.00 |
| | Steam Clean (1-6 yard BIN) | \$95.00 |
| | Steam Clean (CART) | \$15.00 |
| | Steam Clean (COMPACTOR/ROLL-OFF) | \$225.00 |
| | Lock Set-up Admin Fee | \$25.00 |
| | Lock Single Use Fee | \$5.00 |
| | Lock Purchase Fee | \$20.00 |
| | Lock Bar Bin Set-up Fee | \$75.00 |
| | Overweight Charge Per Ton* | \$205.00 |
| | 20 Gal Cart Replacement Fee | \$55.00 |
| | 32 Gal Cart Replacement Fee | \$60.00 |
| | 64 Gal Cart Replacement Fee | \$65.00 |
| | 96 Gal Cart Replacement Fee | \$75.00 |
| | 64 Gal Split Cart Replacement Fee | \$90.00 |
| | 96 Gal Split Cart Replacement Fee | \$100.00 |
| | Bin Repair/Replacement Fee** | Fees vary |

* (Boxes exceeding 300lbs/yard)

** Fees vary by size up to \$1,200, not to exceed current replacement value.

**CITY OF SAN RAFAEL
EXHIBIT C - SCHEDULE OF RATES**

MULTI-FAMILY DWELLING REFUSE COLLECTION RATES

Rate increase: 4.85%
Effective date: 01/01/2020

| RECURRING CHARGES | MFD CARTS, BINS, ROLL-OFFS | Collections per Week | | | | | | Additional One Time Empty |
|--|----------------------------|----------------------|-------------|-------------------------------------|-------------|-------------|----------------------------------|---------------------------|
| | Garbage | 1 | 2 | 3 | 4 | 5 | 6 | |
| 20 gallon cart* | \$36.87 | \$73.74 | \$110.61 | \$147.48 | \$184.35 | \$221.22 | \$8.51 | |
| 32 gallon cart | \$43.37 | \$86.74 | \$130.11 | \$173.48 | \$216.85 | \$260.22 | \$10.01 | |
| 64 gallon cart | \$86.74 | \$173.48 | \$260.22 | \$346.96 | \$433.70 | \$520.44 | \$20.02 | |
| 96 gallon cart | \$130.11 | \$260.22 | \$390.33 | \$520.44 | \$650.55 | \$780.66 | \$30.03 | |
| 32 gallon - hill | \$49.12 | \$98.24 | \$147.36 | \$196.48 | \$245.60 | \$294.72 | \$11.34 | |
| 64 gallon - hill | \$98.24 | \$196.48 | \$294.72 | \$392.96 | \$491.20 | \$589.44 | \$22.67 | |
| 96 gallon - hill | \$147.36 | \$294.72 | \$442.08 | \$589.44 | \$736.80 | \$884.16 | \$34.01 | |
| 1 yard bin | \$269.75 | \$543.79 | \$822.19 | \$1,104.87 | \$1,391.85 | \$1,683.10 | \$62.25 | |
| 2 yard bin | \$411.58 | \$943.47 | \$1,428.14 | \$1,921.38 | \$2,423.25 | \$2,933.71 | \$94.98 | |
| 3 yard bin | \$535.73 | \$981.87 | \$1,492.19 | \$2,015.40 | \$2,551.51 | \$3,100.49 | \$123.63 | |
| 4 yard bin | \$764.27 | \$1,408.55 | \$2,138.52 | \$2,885.84 | \$3,583.43 | \$4,432.05 | \$176.37 | |
| 5 yard bin | \$826.73 | \$1,636.45 | \$2,486.93 | \$3,358.92 | \$4,252.47 | \$5,167.53 | \$190.78 | |
| 6 yard bin | \$968.95 | \$1,963.75 | \$2,984.32 | \$4,030.72 | \$5,102.96 | \$6,200.99 | \$223.60 | |
| 10 yard roll-off | \$1,383.34 | \$2,830.92 | \$4,344.50 | \$5,921.81 | \$7,563.71 | \$9,270.12 | \$319.23 | |
| 18 yard roll-off | \$2,484.63 | \$5,085.55 | \$7,802.62 | \$10,635.86 | \$13,585.31 | \$16,650.99 | \$573.38 | |
| 20 yard roll-off | \$2,760.78 | \$5,650.60 | \$8,669.55 | \$11,817.59 | \$15,094.79 | \$18,501.06 | \$637.10 | |
| 25 yard roll-off | \$3,861.89 | \$7,904.57 | \$11,652.79 | \$15,883.89 | \$20,288.75 | \$24,867.17 | \$891.21 | |
| Organics | 1 | 2 | 3 | 4 | 5 | 6 | Additional One Time Empty | |
| Additional Organics Cart Rental (35 gallon cart) after 4 TOTAL carts per cart per month | \$2.31 | \$4.62 | \$6.93 | \$9.24 | \$11.55 | \$13.86 | NA | |
| Additional Organics Cart Rental (64 gallon cart) after 4 TOTAL carts per cart per month. | \$2.31 | \$4.62 | \$6.93 | \$9.24 | \$11.55 | \$13.86 | NA | |
| 1 yard | \$125.00 | \$250.00 | \$375.00 | \$500.00 | \$625.00 | \$750.00 | \$28.85 | |
| 2 yard | \$250.00 | \$500.00 | \$750.00 | \$1,000.00 | \$1,250.00 | \$1,500.00 | \$57.69 | |
| 3 yard | \$375.00 | \$750.00 | \$1,125.00 | \$1,500.00 | \$1,875.00 | \$2,250.00 | \$86.54 | |
| Garbage Compactors (Per empty) | | | | | | | | |
| Roll-off Compactor Tipping fee per ton | | \$118.89 | | Roll-off Compactor Hauling charge | | | \$267.23 | |
| Stationary FL (Per Compacted Yard) | | \$103.26 | | Roll-off Compactor Special handling | | | Rates Vary | |
| Other Charges | Service | Fee | | Details | | | | |
| | Lock | \$25.00 | | Monthly fee | | | | |
| | Box rental | Fees Vary | | Minimum Bimonthly fee | | | | |
| | Distance < 50ft | \$5.63 | | Monthly fee per cart, each way | | | | |
| | Distance > 50ft | \$11.39 | | Monthly fee per cart, each way | | | | |

NOTE: Minimum service level is 32 gallons per unit or equivalent volume. Decrease to 20 gallon per unit is subject to company review and approval.

NOTE: Up to four (4) Organics carts provided at no additional charge. Additional carts may be rented for a nominal monthly fee.

NOTE: All container types and sizes may not be available depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

| ONE TIME SERVICE FEES | MFD One Time Service Fees | Fee |
|-----------------------------------|---------------------------|-------------------------|
| | Return Fee - BIN | |
| Return Fee - CART -same day | | \$10.00 |
| Return Fee - CART -off day | | \$25.00 |
| Late Fee/Resume Service Fee | | \$35.00 |
| Contamination (BIN) Per Yard | | \$50.00 |
| Contamination (CART) | | \$30.00 |
| Overload/Compaction (BIN) | | \$60.00 |
| Overload/Compaction (CART) | | \$25.00 |
| Additional Empty Bag | | \$15.00 |
| Extra Bag Yard Waste | | \$10.00 |
| Additional Empty Garbage | | Fees vary |
| Steam Clean (BIN) | | \$95.00 |
| Steam Clean (CART) | | \$15.00 |
| Steam Clean (COMPACTOR/ROLL-OFF) | | \$225.00 |
| Lock Set-up Admin Fee | | \$25.00 |
| Lock Single Use Fee | | \$5.00 |
| Lock Purchase Fee | | \$20.00 |
| Lock Bar Bin Set-up Fee | | \$75.00 |
| Overweight Charge Per Ton* | | \$205.00 |
| 20 Gal Cart Replacement Fee | | \$55.00 |
| 32 Gal Cart Replacement Fee | | \$60.00 |
| 64 Gal Cart Replacement Fee | | \$65.00 |
| 96 Gal Cart Replacement Fee | | \$75.00 |
| 64 Gal Split Cart Replacement Fee | | \$90.00 |
| 96 Gal Split Cart Replacement Fee | | \$100.00 |
| Bin Repair/Replacement Fee** | | Fees vary by size up to |

*(Boxes exceeding 300lbs/yard)

**Fees vary by size not to exceed current replacement value.

CITY OF SAN RAFAEL
EXHIBIT C - SCHEDULE OF RATES

| RESIDENTIAL REFUSE COLLECTION RATES | | | | | | |
|---|---|---|----------------------|----------------|----------------|----------|
| | | Rate increase: 4.32% | | | | |
| | | Effective date: 01/01/2020 | | | | |
| <i>Residential Service (Bundled service includes 1 landfill (garbage) cart, 1 organics cart, & 1 recycling split cart)</i> | | | | | | |
| REOCCURRING CHARGES | Weekly Service Rates (Billed Quarterly) | 2020 Flat rate | | 2020 Hill Rate | | |
| | | Monthly Rate | Quarterly Rate | Monthly Rate | Quarterly Rate | |
| | | 20 gallon cart | \$36.68 | \$110.04 | \$41.54 | \$124.62 |
| | | 32 gallon cart | \$43.15 | \$129.45 | \$48.87 | \$146.61 |
| | | 64 gallon cart | \$86.30 | \$258.90 | \$97.74 | \$293.22 |
| | | 96 gallon cart | \$129.45 | \$388.35 | \$146.61 | \$439.83 |
| | | Low income - 20 gal* cart | \$29.34 | \$88.02 | \$33.23 | \$99.69 |
| | | Low income - 32 gal* cart | \$34.52 | \$103.56 | \$39.10 | \$117.30 |
| | | Low income - 64 gal* cart | \$69.04 | \$207.12 | \$78.19 | \$234.57 |
| | | Low income - 96 gal* cart | \$103.56 | \$310.68 | \$117.29 | \$351.87 |
| | | <i>Senior rate**Discontinued</i> | \$30.46 | \$91.38 | \$38.79 | \$116.37 |
| | | Additional Organics Cart Rental (35 or 64 gallon cart) | \$2.30 | \$6.90 | \$2.30 | \$6.90 |
| | | Additional Split Cart Rental (64 or 96 gallon cart) | \$2.30 | \$6.90 | \$2.30 | \$6.90 |
| | | Additional Monthly Charges | Monthly Fee | Quarterly Fee | | |
| | | | (per cart, each way) | | | |
| | Distance 5' - 50' | \$5.60 | \$16.80 | | | |
| | Distance Over 50' | \$11.33 | \$33.99 | | | |

*Must meet PG&E CARE program eligibility requirements.

**Customers with these rates prior to 2005 will keep the existing rate type. No new customers will be added with this rate type.

NOTE: We may not be able to accommodate any collection requests NOT at the curb due to a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

| ONE TIME SERVICE FEES | Additional Service Fees per Occurrence | 2020 Fee |
|------------------------------|--|-----------|
| | Return Fees - Off day | \$25.00 |
| | Return Fees - Same day | \$10.00 |
| | Resume Service/Late Fee | \$35.00 |
| | Contamination (cart) any size cart | \$30.00 |
| | Overload/Overweight (cart) | \$25.00 |
| | Extra bag garbage | \$15.00 |
| | Extra bag yard waste | \$10.00 |
| | Steam Clean (cart) | \$15.00 |
| | Special Collection | \$35.00 |
| | Special Handling (Bulky items) | \$30.00 |
| | Bulky item fees per item | Fees Vary |
| | Cart Strap Set-up Admin Fee | \$25.00 |
| | 20 Gal Cart Replacement Fee | \$55.00 |
| | 32 Gal Cart Replacement Fee | \$60.00 |
| | 64 Gal Cart Replacement Fee | \$65.00 |
| | 96 Gal Cart Replacement Fee | \$75.00 |
| | 64 Gal Split Cart Replacement Fee | \$90.00 |
| | 96 Gal Split Cart Replacement Fee | \$100.00 |

**CITY OF SAN RAFAEL
EXHIBIT C - SCHEDULE OF RATES**

COMMERCIAL REFUSE COLLECTION RATES

Rate increase: 4.32%
Effective date: 01/01/2020

| RECURRING CHARGES | COMMERCIAL CARTS, BINS, ROLL-OFFS | Collections per Week | | | | | | Additional One Time Empty |
|-------------------|--|----------------------|-------------|-------------------------------------|-------------|-------------|----------|----------------------------------|
| | Garbage | 1 | 2 | 3 | 4 | 5 | 6 | |
| 20 gallon cart* | \$36.68 | \$73.36 | \$110.04 | \$146.72 | \$183.40 | \$220.08 | \$8.46 | |
| 32 gallon cart | \$42.85 | \$85.70 | \$128.55 | \$171.40 | \$214.25 | \$257.10 | \$9.89 | |
| 64 gallon cart | \$85.70 | \$171.40 | \$257.10 | \$342.80 | \$428.50 | \$514.20 | \$19.78 | |
| 96 gallon cart | \$128.55 | \$257.10 | \$385.65 | \$514.20 | \$642.75 | \$771.30 | \$29.67 | |
| 1 yard bin | \$278.51 | \$562.39 | \$851.60 | \$1,146.23 | \$1,446.13 | \$1,751.39 | \$64.27 | |
| 2 yard bin | \$409.50 | \$940.87 | \$1,427.35 | \$1,924.53 | \$2,432.40 | \$2,950.97 | \$94.50 | |
| 3 yard bin | \$533.02 | \$992.57 | \$1,512.99 | \$2,049.39 | \$2,601.91 | \$3,170.46 | \$123.00 | |
| 4 yard bin | \$760.41 | \$1,405.70 | \$2,140.58 | \$2,896.98 | \$3,469.23 | \$4,473.90 | \$175.48 | |
| 5 yard bin | \$822.55 | \$1,654.29 | \$2,521.68 | \$3,415.68 | \$4,336.55 | \$5,284.10 | \$189.82 | |
| 6 yard bin | \$976.52 | \$1,985.15 | \$3,025.98 | \$4,098.85 | \$5,203.82 | \$6,340.92 | \$225.35 | |
| 10 yard roll-off | \$1,376.35 | \$2,816.61 | \$4,322.54 | \$5,891.88 | \$7,525.48 | \$9,223.27 | \$317.62 | |
| 18 yard roll-off | \$2,472.07 | \$5,059.84 | \$7,763.18 | \$10,582.10 | \$13,516.64 | \$16,566.82 | \$570.48 | |
| 20 yard roll-off | \$2,746.83 | \$5,622.03 | \$8,625.73 | \$11,757.86 | \$15,018.49 | \$18,407.54 | \$633.88 | |
| 25 yard roll-off | \$3,842.37 | \$7,864.61 | \$11,593.88 | \$15,803.60 | \$20,186.19 | \$24,741.47 | \$886.70 | |
| | Organics (F2E or Compost) | 1 | 2 | 3 | 4 | 5 | 6 | Additional One Time Empty |
| 32 gallon | \$17.77 | \$35.54 | \$53.31 | \$71.08 | \$88.85 | \$106.62 | \$4.10 | |
| 64 gallon | \$35.54 | \$71.08 | \$106.62 | \$142.16 | \$177.70 | \$213.24 | \$8.20 | |
| 1 yard | \$124.37 | \$248.74 | \$373.11 | \$497.48 | \$621.85 | \$746.22 | \$28.70 | |
| 2 yard | \$248.74 | \$497.48 | \$746.22 | \$994.96 | \$1,243.70 | \$1,492.44 | \$57.40 | |
| 3 yard | \$373.11 | \$746.22 | \$1,119.33 | \$1,492.44 | \$1,865.55 | \$2,238.66 | \$86.10 | |
| 10 yard roll-off | \$963.45 | \$1,926.90 | \$2,890.35 | \$3,853.80 | \$4,817.25 | \$5,780.70 | \$222.33 | |
| 18 yard roll-off | \$1,734.21 | \$3,468.42 | \$5,202.63 | \$6,936.84 | \$8,671.05 | \$10,405.26 | \$400.20 | |
| 20 yard roll-off | \$1,926.90 | \$3,853.80 | \$5,780.70 | \$7,707.60 | \$9,634.50 | \$11,561.40 | \$444.67 | |
| 25 yard roll-off | \$2,408.63 | \$4,817.26 | \$7,225.89 | \$9,634.52 | \$12,043.15 | \$14,451.78 | \$555.84 | |
| | Garbage Compactors (Per empty) | | | | | | | |
| | Roll-off Compactor Tipping fee per ton | \$118.29 | | Roll-off Compactor Hauling charge | \$265.88 | | | |
| | Stationary FL (Per Compacted Yard) | \$102.73 | | Roll-off Compactor Special handling | Rates Vary | | | |
| | Other Charges | Service | Fee | Details | | | | |
| | | Lock | \$25.00 | Monthly fee | | | | |
| | | Box rental | Fees Vary | Minimum Bimonthly fee | | | | |
| | | Distance < 50ft | \$5.60 | Monthly fee per cart, each way | | | | |
| | | Distance > 50ft | \$11.33 | Monthly fee per cart, each way | | | | |

* Customers must have a sufficient level of service for the volume of material generated. Requests for 20gal carts require assessment and approval of a Route Manager.
NOTE: All container types and sizes may not be available at all locations depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

| ONE TIME SERVICE FEES | Commercial Service Fees | Fee |
|-----------------------------------|-------------------------|---------|
| | Return Fee - BIN | \$75.00 |
| Return Fee - CART -same day | \$10.00 | |
| Return Fee - CART -off day | \$25.00 | |
| Late Fee/Resume Service Fee | \$35.00 | |
| Contamination (BIN) | \$50.00 | |
| Contamination (CART) | \$30.00 | |
| Overload/Compaction (BIN) | \$60.00 | |
| Overload/Compaction (CART) | \$25.00 | |
| Extra Bag Garbage | \$15.00 | |
| Additional Empty BIN | Fees vary | |
| Extra Bag Yard Waste | \$15.00 | |
| Steam Clean (1-6 yard BIN) | \$95.00 | |
| Steam Clean (CART) | \$15.00 | |
| Steam Clean (COMPACTOR/ROLL-OFF) | \$225.00 | |
| Lock Set-up Admin Fee | \$25.00 | |
| Lock Single Use Fee | \$5.00 | |
| Lock Purchase Fee | \$20.00 | |
| Lock Bar Bin Set-up Fee | \$75.00 | |
| Overweight Charge Per Ton* | \$205.00 | |
| 20 Gal Cart Replacement Fee | \$55.00 | |
| 32 Gal Cart Replacement Fee | \$60.00 | |
| 64 Gal Cart Replacement Fee | \$65.00 | |
| 96 Gal Cart Replacement Fee | \$75.00 | |
| 64 Gal Split Cart Replacement Fee | \$90.00 | |
| 96 Gal Split Cart Replacement Fee | \$100.00 | |
| Bin Repair/Replacement Fee** | Fees vary | |

* (Boxes exceeding 300lbs/yard)

**Fees vary by size up to \$1,200, not to exceed current replacement value.

**CITY OF SAN RAFAEL
EXHIBIT C - SCHEDULE OF RATES**

MULTI-FAMILY DWELLING REFUSE COLLECTION RATES

Rate increase: 4.32%
Effective date: 01/01/2020

| RECURRING CHARGES | MFD CARTS, BINS, ROLL-OFFS | Collections per Week | | | | | | Additional One Time Empty |
|--|----------------------------|----------------------|-------------|-------------------------------------|-------------|-------------|----------------------------------|---------------------------|
| | Garbage | 1 | 2 | 3 | 4 | 5 | 6 | |
| 20 gallon cart* | \$36.68 | \$73.36 | \$110.04 | \$146.72 | \$183.40 | \$220.08 | \$8.46 | |
| 32 gallon cart | \$43.15 | \$86.30 | \$129.45 | \$172.60 | \$215.75 | \$258.90 | \$9.96 | |
| 64 gallon cart | \$86.30 | \$172.60 | \$258.90 | \$345.20 | \$431.50 | \$517.80 | \$19.92 | |
| 96 gallon cart | \$129.45 | \$258.90 | \$388.35 | \$517.80 | \$647.25 | \$776.70 | \$29.87 | |
| 32 gallon - hill | \$48.87 | \$97.74 | \$146.61 | \$195.48 | \$244.35 | \$293.22 | \$11.28 | |
| 64 gallon - hill | \$97.74 | \$195.48 | \$293.22 | \$390.96 | \$488.70 | \$586.44 | \$22.56 | |
| 96 gallon - hill | \$146.61 | \$293.22 | \$439.83 | \$586.44 | \$733.05 | \$879.66 | \$33.83 | |
| 1 yard bin | \$268.38 | \$541.05 | \$818.04 | \$1,099.28 | \$1,384.82 | \$1,674.60 | \$61.93 | |
| 2 yard bin | \$409.50 | \$938.70 | \$1,420.92 | \$1,911.66 | \$2,411.00 | \$2,918.88 | \$94.50 | |
| 3 yard bin | \$533.02 | \$976.90 | \$1,484.65 | \$2,005.21 | \$2,538.62 | \$3,084.82 | \$123.00 | |
| 4 yard bin | \$760.41 | \$1,401.43 | \$2,127.71 | \$2,871.25 | \$3,565.31 | \$4,409.65 | \$175.48 | |
| 5 yard bin | \$822.55 | \$1,628.17 | \$2,474.36 | \$3,341.94 | \$4,230.98 | \$5,141.41 | \$189.82 | |
| 6 yard bin | \$964.05 | \$1,953.82 | \$2,969.24 | \$4,010.34 | \$5,077.16 | \$6,169.64 | \$222.47 | |
| 10 yard roll-off | \$1,376.35 | \$2,816.61 | \$4,322.54 | \$5,891.88 | \$7,525.48 | \$9,223.27 | \$317.62 | |
| 18 yard roll-off | \$2,472.07 | \$5,059.84 | \$7,763.18 | \$10,582.10 | \$13,516.64 | \$16,566.82 | \$570.48 | |
| 20 yard roll-off | \$2,746.83 | \$5,622.03 | \$8,625.73 | \$11,757.86 | \$15,018.49 | \$18,407.54 | \$633.88 | |
| 25 yard roll-off | \$3,842.37 | \$7,864.61 | \$11,593.88 | \$15,803.60 | \$20,186.19 | \$24,741.47 | \$886.70 | |
| Organics | 1 | 2 | 3 | 4 | 5 | 6 | Additional One Time Empty | |
| Additional Organics Cart Rental (35 gallon cart) after 4 TOTAL carts per cart per month | \$2.30 | \$4.60 | \$6.90 | \$9.20 | \$11.50 | \$13.80 | NA | |
| Additional Organics Cart Rental (64 gallon cart) after 4 TOTAL carts per cart per month. | \$2.30 | \$4.60 | \$6.90 | \$9.20 | \$11.50 | \$13.80 | NA | |
| 1 yard | \$124.37 | \$248.74 | \$373.11 | \$497.48 | \$621.85 | \$746.22 | \$28.70 | |
| 2 yard | \$248.74 | \$497.48 | \$746.22 | \$994.96 | \$1,243.70 | \$1,492.44 | \$57.40 | |
| 3 yard | \$373.11 | \$746.22 | \$1,119.33 | \$1,492.44 | \$1,865.55 | \$2,238.66 | \$86.10 | |
| Garbage Compactors (Per empty) | | | | | | | | |
| Roll-off Compactor Tipping fee per ton | | \$118.29 | | Roll-off Compactor Hauling charge | | | \$265.88 | |
| Stationary FL (Per Compacted Yard) | | \$102.73 | | Roll-off Compactor Special handling | | | Rates Vary | |
| Other Charges | Service | Fee | | Details | | | | |
| | Lock | | \$25.00 | Monthly fee | | | | |
| | Box rental | | Fees Vary | Minimum Bimonthly fee | | | | |
| | Distance < 50ft | | \$5.60 | Monthly fee per cart, each way | | | | |
| | Distance > 50ft | | \$11.33 | Monthly fee per cart, each way | | | | |

NOTE: Minimum service level is 32 gallons per unit or equivalent volume. Decrease to 20 gallon per unit is subject to company review and approval.

NOTE: Up to four (4) Organics carts provided at no additional charge. Additional carts may be rented for a nominal monthly fee.

NOTE: All container types and sizes may not be available depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

| ONE TIME SERVICE FEES | MFD One Time Service Fees | Fee |
|-----------------------------------|---------------------------|-------------------------|
| | Return Fee - BIN | |
| Return Fee - CART -same day | | \$10.00 |
| Return Fee - CART -off day | | \$25.00 |
| Late Fee/Resume Service Fee | | \$35.00 |
| Contamination (BIN) Per Yard | | \$50.00 |
| Contamination (CART) | | \$30.00 |
| Overload/Compaction (BIN) | | \$60.00 |
| Overload/Compaction (CART) | | \$25.00 |
| Additional Empty Bag | | \$15.00 |
| Extra Bag Yard Waste | | \$10.00 |
| Additional Empty Garbage | | Fees vary |
| Steam Clean (BIN) | | \$95.00 |
| Steam Clean (CART) | | \$15.00 |
| Steam Clean (COMPACTOR/ROLL-OFF) | | \$225.00 |
| Lock Set-up Admin Fee | | \$25.00 |
| Lock Single Use Fee | | \$5.00 |
| Lock Purchase Fee | | \$20.00 |
| Lock Bar Bin Set-up Fee | | \$75.00 |
| Overweight Charge Per Ton* | | \$205.00 |
| 20 Gal Cart Replacement Fee | | \$55.00 |
| 32 Gal Cart Replacement Fee | | \$60.00 |
| 64 Gal Cart Replacement Fee | | \$65.00 |
| 96 Gal Cart Replacement Fee | | \$75.00 |
| 64 Gal Split Cart Replacement Fee | | \$90.00 |
| 96 Gal Split Cart Replacement Fee | | \$100.00 |
| Bin Repair/Replacement Fee** | | Fees vary by size up to |

*(Boxes exceeding 300lbs/yard)

**Fees vary by size not to exceed current replacement value.

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December 2, 2019

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Town of Ross
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Ross, CA 94957

Mr. Robert Ruiz
300 Smith Ranch Road
San Rafael, CA 94903
Administrative Services Manager
Las Gallinas Valley Sanitary District

Subject: Review of Marin Sanitary Service's 2020 Rate Application, Draft Report

Dear Ms. Alilovich, Mr. Klock, Mr. Ruiz, Mr. Schwarz and Mr. Chinn,

R3 Consulting Group, Inc. (R3) is pleased to submit this Draft Report detailing the results of our review of Marin Sanitary Service's (MSS's) 2020 rate application for the Marin Franchisors' Group (MFG, comprised of the City of San Rafael, County of Marin, Las Gallinas Valley Sanitary District, City of Larkspur and the Town of Ross). This Report summarizes results from an indexed year review of MSS's 2020 rate application per the new streamlined rate setting methodology. The new methodology is described in the amended Exhibit B to the Franchise Agreement, ratified by MFG during the 2019 Rate Application process.

Marin Sanitary Application for 2020 Rate Adjustment

On August 27, 2019, MSS submitted its application for an overall 4.80% increase to its solid waste rates, to be effective January 1, 2020 (Attachment 1). This is an indexed year rate adjustment, which primarily projects compensation due to MSS based on the applicable CPI Index (WST). Per Exhibit B, the rate adjustment is subject to a 2.5% minimum and a 5% maximum rate cap for MSS' operational expenses.

Based on our review of the rate application, R3 determined that an overall rate increase of 4.26% (for the Franchisors' Group as a whole) is appropriate to compensate MSS for solid waste services. A summary of the 2020 rate review process and outcomes is presented below.

Table 1
2020 Rate Increase Factors

| | |
|--|--------------|
| Collector Operations | 2.08% |
| Garbage Landfilling and Organics Processing | 0.82% |
| Other (Government Fees, Interest, Change in Law) | 0.64% |
| Recyclable Materials Processing | 0.42% |
| Profit | 0.31% |
| Total | 4.26% |

Indexed Operating Expenses

Per Exhibit B, Collector Operations expenses are adjusted using the CPI index for Water and Sewer and Trash Collection. R3 used Bureau of Labor Statistics data to verify the calculated increase of 3.31% from June the prior year, and its application to the approved Rate Year 2019 Collector Operations amount for MSS. The result is \$24,582,830 in Collector Operations expenses for Rate Year 2020.

Collector Operations expenses consist of labor, benefits, general and administrative, depreciation and lease, maintenance, fuel and oil. Additional operating expense true-ups for 2019 – 2021 are discussed further on in this Report, and are not increased annually with other Collector Operations expenses.

Tipping Fee Expenses

Garbage Landfilling and Organics Processing expenses are calculated using 2020 projected tonnages multiplied by the 2020 tipping fees calculated in accordance with Exhibit B (i.e., the actual per ton tipping fees for each waste stream category, or if unavailable, projected tipping fees are calculated using the current year per ton tipping fees escalated by the change in WST— subject to a minimum increase of 2.5% and a maximum increase of 5.0%).

R3 verified MSS' projected Rate Year 2020 Franchisors' Group tons and the per ton tipping fees for the following categories: residential garbage, residential green waste/organics, commercial garbage, commercial mixed waste for processing, commercial food scraps, and Franchisors' Group waste delivered to MSS. Per Exhibit B, R3 confirmed that MSS correctly projected tons by category using annualized actual tons for the first six months of the current rate year and, as actual tipping fees are unavailable, applied the 3.31% WTS adjustment to project 2020 per ton tip fees. The result is \$4,393,631 for Rate Year 2020.

True-ups Applicable for 2020 Rate Year

Per Exhibit B, fuel and disposal true-ups apply only to the rate revenue requirements for Rate Years 2019, 2020, and 2021, in the amount of \$98,074. No further revenue for prior true-ups will be collected via the rates or due to MSS.

Fuel and Oil True-up

R3 verified the Fuel and Oil True-up was appropriately applied and in the correct amount: \$80,477.

Garbage Landfilling and Organics Processing True-up

R3 verified the Garbage Landfilling and Organics Processing True up was appropriately applied and in the correct amount: \$17,598.

Change in Law AB 1826 Expenses

The rate setting methodology allows for the recovery of additional costs associated with changes in law and/or new state mandates. For increased operating expenses due to AB 1826 Mandatory Commercial Organics Recycling, MSS has included its rate application a new line item called Change in Law – AB 1826 Costs in the amount of \$90,150. MSS expects this line item will continue to be present in future rate applications to reflect the annual incremental costs associated with state mandates.

MSS anticipates the enrollment of approximately 200 customers for new organics recycling services over the next 12 months. To supplement its rate application, MSS submitted a breakdown of AB 1826 expenses for increased driver wages and benefits, truck operating costs and cart purchases, in total representing 0.30% of the overall 4.80% rate increase request. R3 evaluated AB 1826 expenses with MSS, and with the exception of \$12,500 for Recollect and Recyclist software subscriptions, determined that these additional costs are best handled once actual costs are known. As it is difficult to guarantee that the additional route and cart costs will be substantially incurred in 2020, these costs were removed from the calculated 2020 rate adjustment.

MSS 2020 Profit Calculation

R3 reviewed the calculation of MSS's profit, which is a function of total allowable operating expenses (\$29,087,036), divided by the contractually set operating ratio of 90.5% and subtracting the same sum, rounded to the nearest dollar. For Rate Year 2020 this yields \$3,053,335. MSS's actual profit achievement will vary depending on the company's real revenues and expenses. As such, profit is not guaranteed and in the rate application is a calculated value component of MSS's annual revenue requirement for the purpose of setting rates.

Recyclable Materials Processing Expenses

A net recyclable materials processing cost is calculated each year to share the risks and rewards of recycling markets between rate payers and MSS. Per Exhibit B, the Recyclable Materials Processing cost is escalated by the annual change in the WST and that amount is then divided by the number of all tons of recyclable materials processed at Marin Recycling Center from July 1 of the prior rate year through June 30 of the current rate year. The recyclable materials revenue amount is calculated based on 90% of the total revenue received by the Marin Recycling Center for recyclable materials, which is then divided by the number recyclable material tons processed at Marin Recycling Center. The calculation does not include income or tons from recyclable materials processed for third parties or agencies that were not customers of MSS or the Marin Recycling Center as of December 31, 2018. For Rate Year 2020, the resulting Net Recyclable Materials Processing Cost Per Ton is \$49.27.

R3 reviewed supporting documentation for completeness and accuracy to verify the \$838,280 net Recyclables Materials processing expense for Rate Year 2020. This is based on 17,014 tons of recyclable materials collected from MFG and the net recyclable materials processing cost per ton of \$49.27. The per ton rate is significantly higher than the prior rate year's \$40/ton, as MSS continues to experience lower revenues and higher processing costs due to China's National Sword policy.

Recycling Losses Applicable for 2020 Rate Year

Recycling losses only apply to the rate revenue requirements for Rate Years 2019, 2020, and 2021. Per Exhibit B, \$117,475 will be applied in those Rate Years to account for prior MSS losses on the processing of recyclable materials. No further revenue from prior recycling losses will be collected via the rates or is due to MSS.

Interest

Interest expense is based on MSS's actual interest from its loan amortization schedules for actual and projected capital expenditures for services under the Agreement. This expense is increased in the same manner as Collector Operations, as described above. The amount for Rate Year 2020 is \$559,045.

Zero Waste Marin Fees

Zero Waste Marin (JPA) Fees are calculated based on the amount of these fees in the current rate year multiplied by the percentage increase in fees to be paid by MSS in the Rate Year. R3 reviewed the Zero Waste Marin Fees included in MSS's 2020 rate application (\$446,260), and finding a difference in interpretation of Exhibit B methodology, recalculated the amount: \$399,588, a reduction of \$46,672. R3 and MSS have discussed the calculation of Zero Waste Marin Fees, and MSS agrees with this adjustment.

Franchise Fees

Franchise Fees are calculated by multiplying the applicable franchise fee percentage by MFG member agency by the revenues projected for each that Rate Year. Overall, \$4,179,940 in franchise fees are to be collected through the rates. This amount reflects R3's adjustments made to the rate application.

Other Agency Fees

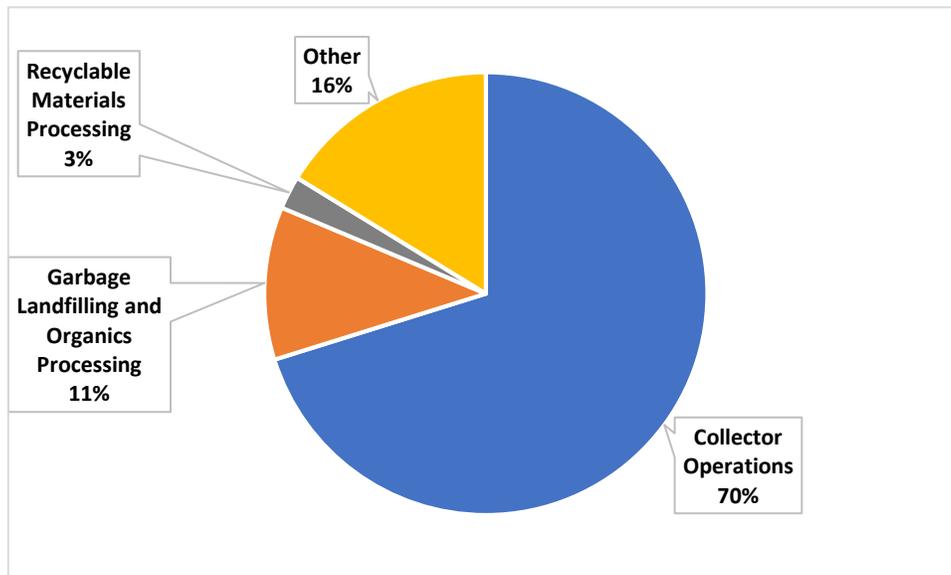
Other Agency Fees are calculated and applied to each MFG member agency per its Franchise Agreement with MSS. R3 verified the \$1,258,000 in Other Agency Fees for Rate Year 2020, and conferred with MSS regarding an alternative handling of the County fees in Rate Year 2019. Since the County's Vehicle Impact Fee and Zero Waste Fee as represented in the rate application by MSS did not strictly align with the Agreement methodology in the prior rate year, R3 recalculated the County's rate increase for Rate Year 2020 (and by extension the overall MFG rate revenue adjustment calculation) due to making the corresponding adjustment to the Total 2019 Rate Revenue Requirement for County fees. No additional revenue is due to MSS; other MFG member agencies are not impacted by this adjustment.

Rate Revenue Requirement and Total Rate Adjustment

MSS's total rate revenue requirement for Rate Year 2020 is \$39,492,699. R3 verified the correct calculation of MSS's total rate revenue requirement overall for MFG and individually by member agency to account for the varying franchise fees and other agency fees for each member. The resulting Rate Adjustment Factor for MFG overall is 4.26%.

Figure 1, below, shows a breakout of the overall 2020 revenue requirement for MFG. To show "what's in the rates?" expense categories have been summarized into four main categories: collector operations, garbage landfilling and organics processing, recyclable materials processing, and all other.

Figure 1
What's in the rates?



2020 Rate Increase Calculation

Based on a total recommended 2020 adjusted rate revenue requirement of \$39,492,699 and approved 2019 revenue requirement of \$37,878,752, R3 calculated and recommends an overall 4.26% rate increase for the Franchisors' Group, effective January 1, 2020, and with individual increases by agency as shown in Attachment 2. Table 2 summarizes, by agency, the current and proposed 32-gallon residential rates, which is the most common subscription level in the Franchisors' Group service area.

Table 2
Residential 32-Gallon Rate Summary

| Jurisdiction | Current 2019 Rate (\$/mo.) | Proposed 2020 Rate (\$/mo.) | \$ Difference |
|---------------------------------------|----------------------------|-----------------------------|---------------|
| City of San Rafael | \$41.36 | \$43.15 | \$1.79 |
| City of Larkspur | \$47.12 | \$49.00 | \$1.88 |
| County of Marin | \$47.18 | \$49.17 | \$1.99 |
| Las Gallinas Valley Sanitary District | \$37.79 | \$39.45 | \$1.66 |
| Town of Ross | \$39.60 | \$41.36 | \$1.76 |

Survey of Comparable Rates

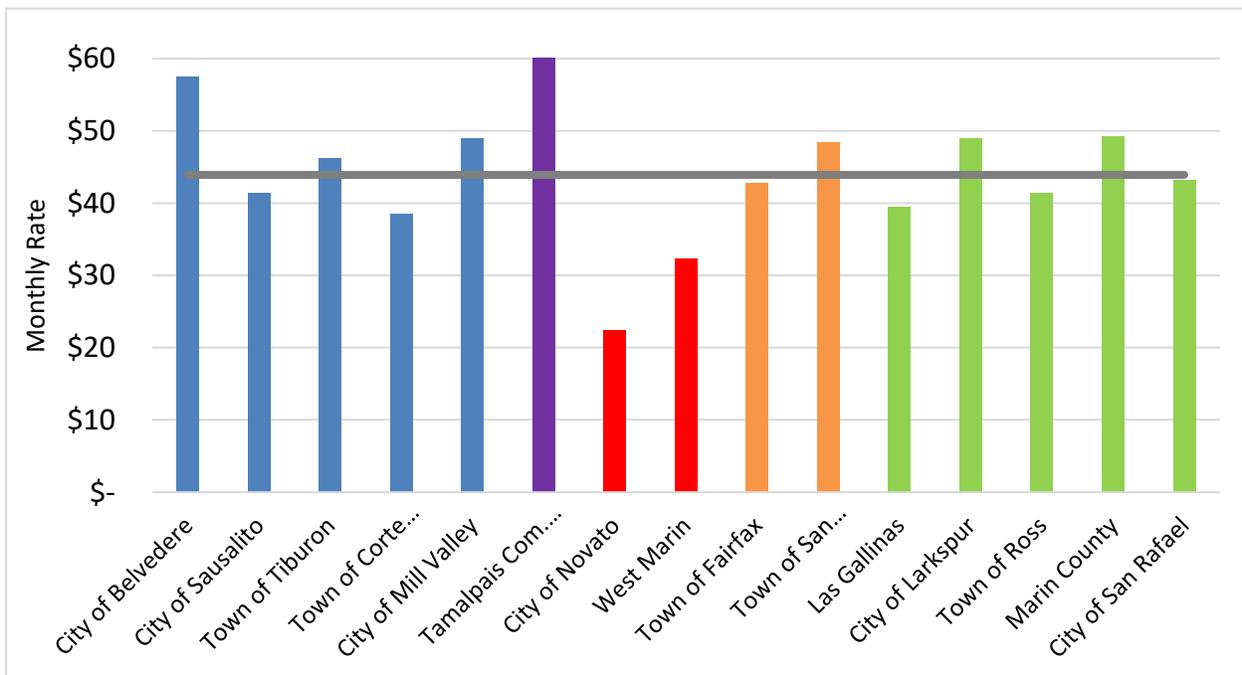
Attachment 3 shows the results of R3's survey of solid waste rates as of November 2019 for agencies located throughout the Bay Area. For the purpose of comparing the Franchisors' Group rates to other agencies in Attachments 3, 4, and 5 we have applied the 2020 rate increases for MSS served agencies and compare those 2020 rates to the current 2019 rates for all other agencies.

It is anticipated that rates for other agencies will also increase in 2020, and since this comparison uses 2020 rates for the Franchisors' Group, the rate comparison will become more favorable as other entities adopt increased rates.

Figure 2 shows a summary of Marin rates for residential customers with 30-35 gallon garbage service. Bars shown in blue are 2019 rates for Mill Valley Refuse Service; purple is the 2019 rate for Tamalpais Community Services District; red are 2019 rates for Recology Marin (and are artificially low because of prior contract with the Ratto Group and proximity to Redwood Landfill); orange are proposed 2020 MSS rates for non-Franchisors' Group agencies, which are anticipated for adoption soon, and; green are proposed 2020 MSS rates for Franchisors' Group agencies. Overall, the Franchisors' Group 2020 rates compare favorably to the Marin County average, especially for the levels of high-quality services provided by MSS.

Figure 2

Marin County Rates: MSS 2020 Proposed Residential 32-gal Can compared to Current 2019 30-35-gal Can Rates and Marin County Average of \$44.08



The Franchisors' Group 2020 residential rates for a 32-gallon container (the most frequent residential service level) will range from \$39.45 (Las Gallinas Valley Sanitary District) to \$49.17 (County of Marin).

Attachment 4 graphically compares the Franchisors' Group residential rates for a 32-gallon container to one another as well as to the average of Marin County rates for similar service.

The Franchisors' Group commercial rates for a 3-cubic yard bin serviced 1 time per week (the most requested commercial service level) range from \$530.96 (Town of Ross) to \$624.81 (City of Larkspur). The average rate for the Franchisors' Group is \$565.74 while the average for Marin County is \$534.57. Attachment 5 compares the Franchisors' Group commercial rates for a 3-cubic yard bin serviced one time per week to the average Marin County rate and all other agencies' average rate for similar service levels.

These survey results are presented as an indication of the reasonableness of the resulting rates for 2020. Conclusions should not be immediately drawn from this information because rate comparisons are intrinsically difficult and often misleading. This results from differences in issues such as those listed below:

- The types and ranges of services provided;
- The level of subscription to solid waste services by residential, commercial, and industrial customers;
- The ratio of residential to commercial and industrial customers;
- The terrain in which the service is performed;
- Disposal, transfer and process costs, and amounts per capita;
- Rate structures; and
- Governmental fees (e.g., franchise fees, vehicle impact fees, etc.).

* * * * *

R3's appreciates the opportunity to be of service to the Marin Franchisors' Group. Should you have any questions regarding this Report or need any additional information, please contact me by phone at (510) 647-9674 or by email at gschultz@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP



Mr. Garth Schultz | Principal



Ms. Emily Ginsburg | Senior Project Analyst

| |
|--|
| Marin Sanitary Service Marin Franchisors' Group Rate Application COLLECTOR'S RATE REVENUE REQUIREMENT AND RATE ADJUSTMENT INDEXED YEAR - RATE YEAR 2020 |
|--|

| | Marin Franchisor's Group Total | San Rafael | Larkspur | County | LGVSD | Ross |
|---|--------------------------------------|-------------------|------------------|------------------|------------------|----------------|
| Percentage of Total Operating Revenue | 100.00% | 63.53% | 15.97% | 9.93% | 8.50% | 2.08% |
| Collector Operations | 24,582,830 | 15,616,693 | 3,925,215 | 2,440,608 | 2,089,016 | 511,299 |
| Fuel and Oil True-up ¹ | 80,477 | 51,124 | 12,850 | 7,990 | 6,839 | 1,674 |
| Garbage Landfilling and Organics Processing | 4,393,631 | 2,791,135 | 701,544 | 436,204 | 373,365 | 91,383 |
| Garbage Landfilling and Organics True-up ¹ | 17,598 | 11,179 | 2,810 | 1,747 | 1,495 | 366 |
| Change in Law - AB 1826 Costs | 90,150 | 57,269 | 14,395 | 8,950 | 7,661 | 1,875 |
| Subtotal for Profit Calculation | 29,164,686 | 18,527,400 | 4,656,814 | 2,895,499 | 2,478,376 | 606,597 |
| Collector Profit (90.5% Operating Ratio) | 3,061,486 | 1,944,865 | 488,837 | 303,947 | 260,161 | 63,676 |
| Recyclable Materials Processing | 838,280 | 532,533 | 133,851 | 83,225 | 71,236 | 17,435 |
| Recycling Losses ¹ | 117,475 | 74,628 | 18,758 | 11,663 | 9,983 | 2,443 |
| Interest | 559,045 | 355,144 | 89,264 | 55,503 | 47,507 | 11,628 |
| Zero Waste Marin Fees | 446,260 | 283,495 | 71,256 | 44,305 | 37,923 | 9,282 |
| Franchise Fees | 4,195,552 | 2,462,407 | 669,687 | 799,055 | 152,905 | 111,498 |
| Other Agency Fees | 1,258,000 | 443,600 | 568,400 | 246,000 | - | - |
| Annual Rate Revenue Reconciliation ² | | | | | | |
| Total 2020 Rate Revenue Requirement | 39,640,784 | 24,624,072 | 6,696,867 | 4,439,197 | 3,058,091 | 822,559 |
| Total 2019 Rate Revenue Requirement | 37,826,662 | 23,513,906 | 6,417,488 | 4,192,327 | 2,918,411 | 784,531 |
| 2020 Rate Revenue Adjustment | 4.80% | 4.72% | 4.35% | 5.89% | 4.79% | 4.85% |

¹Applicable for 2020 & 2021 Rate Years only.

²Beginning with 2021 Rate Year

**Marin Sanitary Service
Marin Franchisors' Group Rate Application**

**COLLECTOR'S RATE REVENUE REQUIREMENT AND RATE ADJUSTMENT
INDEXED YEAR - RATE YEAR 2020**

| | Marin Franchisor's Group Total | San Rafael | Larkspur | County | LGVSD | Ross |
|---|--------------------------------|-------------------|------------------|------------------|------------------|----------------|
| Percentage of Total Operating Revenue | 100.00% | 63.53% | 15.97% | 9.93% | 8.50% | 2.08% |
| Collector Operations | 24,582,830 | 15,616,693 | 3,925,215 | 2,440,608 | 2,089,016 | 511,299 |
| Fuel and Oil True-up ¹ | 80,477 | 51,124 | 12,850 | 7,990 | 6,839 | 1,674 |
| Garbage Landfilling and Organics Processing | 4,393,631 | 2,791,135 | 701,544 | 436,204 | 373,365 | 91,383 |
| Garbage Landfilling and Organics True-up ¹ | 17,598 | 11,179 | 2,810 | 1,747 | 1,495 | 366 |
| Change in Law - AB 1826 Costs | 12,500 | 7,941 | 1,996 | 1,241 | 1,062 | 260 |
| Subtotal for Profit Calculation | 29,087,036 | 18,478,072 | 4,644,415 | 2,887,790 | 2,471,777 | 604,982 |
| Collector Profit (90.5% Operating Ratio) | 3,053,335 | 1,939,687 | 487,535 | 303,138 | 259,468 | 63,506 |
| Recyclable Materials Processing | 838,280 | 532,533 | 133,851 | 83,225 | 71,236 | 17,435 |
| Recycling Losses ¹ | 117,475 | 74,628 | 18,758 | 11,663 | 9,983 | 2,443 |
| Interest | 559,045 | 355,144 | 89,264 | 55,503 | 47,507 | 11,628 |
| Zero Waste Marin Fees | 399,588 | 253,846 | 63,803 | 39,672 | 33,956 | 8,311 |
| Franchise Fees | 4,179,940 | 2,453,057 | 667,336 | 796,169 | 152,312 | 111,066 |
| Other Agency Fees | 1,258,000 | 443,600 | 568,400 | 246,000 | - | - |
| Annual Rate Revenue Reconciliation ² | | | | | | |
| Total 2020 Rate Revenue Requirement | 39,492,699 | 24,530,567 | 6,673,362 | 4,423,160 | 3,046,239 | 819,371 |
| Total 2019 Rate Revenue Requirement | 37,878,752 | 23,513,906 | 6,417,488 | 4,244,416 | 2,918,411 | 784,531 |
| 2020 Rate Revenue Adjustment | 4.26% | 4.32% | 3.99% | 4.21% | 4.38% | 4.44% |

¹Applicable for 2020 & 2021 Rate Years only.

²Beginning with 2021 Rate Year

ATTACHMENT 3

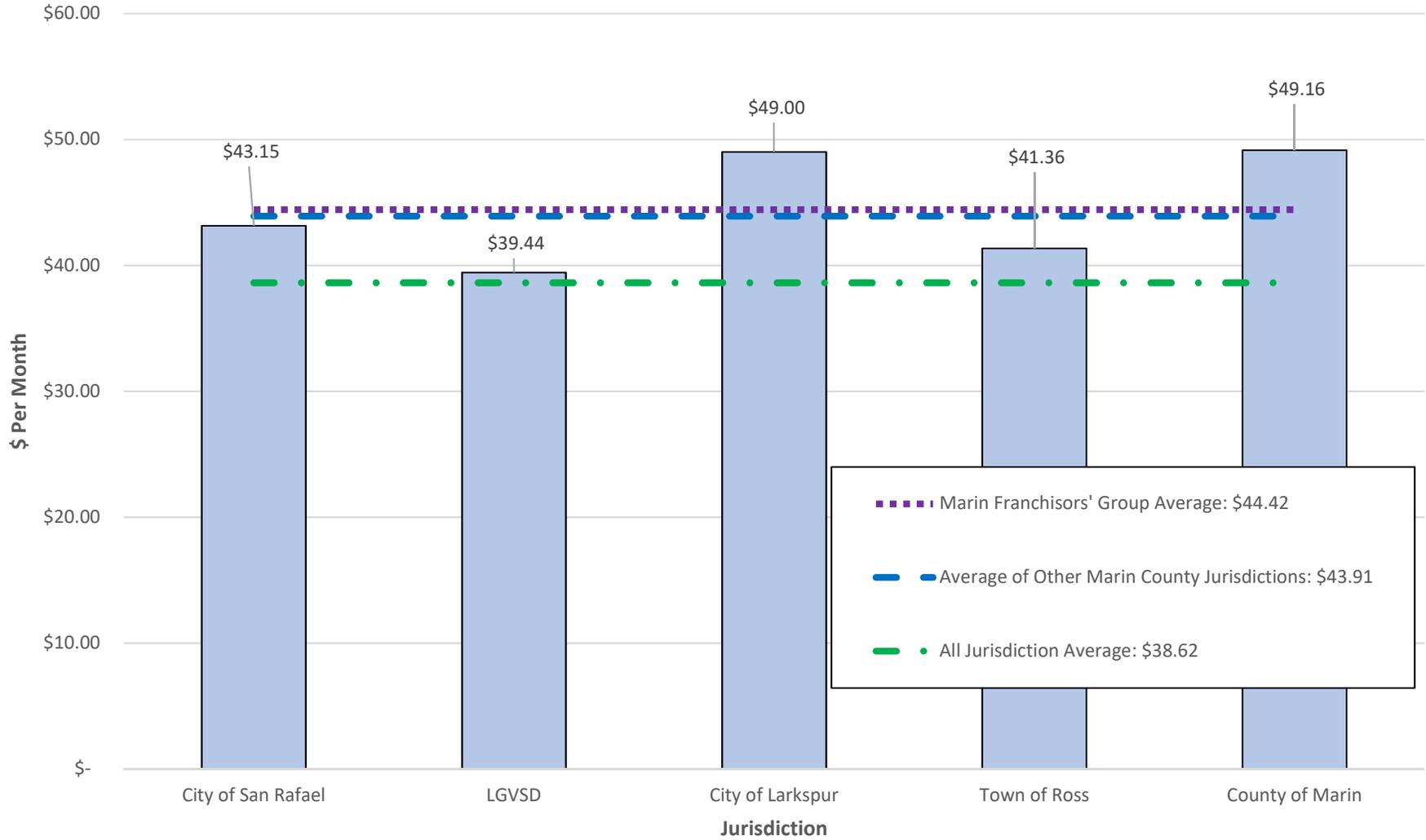
Bay Area Rate Survey

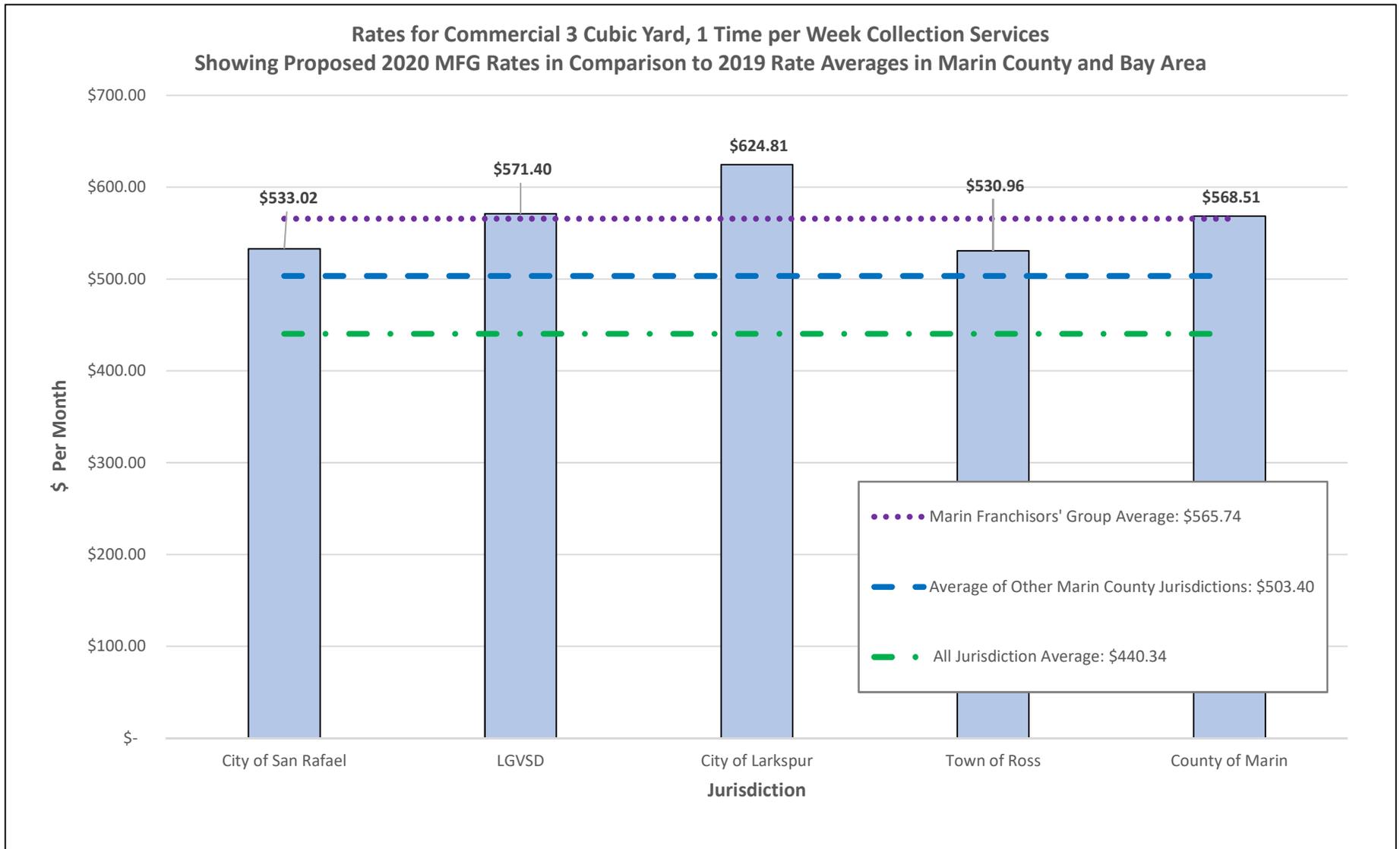
| Jurisdiction | County | Effective Dates | Residential Single Family | | | | Commercial | | | |
|---|--------------|-----------------|---------------------------|------------|------------|------------|------------|-------------|-----------|-------------|
| | | | 20 Gal. | 30-35 Gal. | 60-64 Gal. | 90-96 Gal. | 1 YD Bin | 1 YD Bin | 3 YD Bin | 3 YD Bin |
| | | | | | | | 1x/Week | 3x/Week | 1x/Week | 3x/Week |
| City of Alameda | Alameda | 7/1/2019 | \$ 33.24 | \$ 41.96 | \$ 68.95 | \$ 96.30 | \$ 159.86 | \$ 489.15 | \$ 479.57 | \$ 1,467.45 |
| City of Albany | Alameda | 5/1/2019 | \$ 39.15 | \$ 43.84 | \$ 75.77 | \$ 107.68 | \$ 174.67 | \$ 524.01 | \$ 524.01 | \$ 1,572.03 |
| City of Berkeley | Alameda | 7/1/2019 | \$ 27.30 | \$ 43.66 | \$ 87.28 | \$ 130.87 | \$ 173.77 | \$ 489.63 | \$ 480.92 | \$ 1,428.48 |
| City of Dublin | Alameda | 7/1/2019 | N / A | \$ 28.82 | \$ 52.95 | \$ 77.07 | \$ 139.86 | \$ 489.18 | \$ 419.58 | \$ 1,328.34 |
| City of Emeryville | Alameda | 1/1/2019 | \$ 11.78 | \$ 19.50 | \$ 39.00 | \$ 58.49 | \$ 116.13 | \$ 348.39 | \$ 348.39 | \$ 1,045.17 |
| City of Fremont | Alameda | 1/1/2018 | \$ 34.04 | \$ 34.77 | \$ 38.12 | \$ 55.93 | \$ 100.71 | N / A | \$ 226.39 | N / A |
| City of Livermore | Alameda | 7/1/2019 | \$ 29.35 | \$ 38.85 | \$ 58.18 | \$ 91.42 | \$ 116.72 | \$ 364.16 | \$ 350.16 | \$ 1,115.62 |
| City of Newark | Alameda | 1/1/2019 | \$ 29.30 | \$ 32.56 | \$ 57.68 | \$ 82.77 | \$ 131.95 | \$ 411.70 | \$ 349.10 | \$ 952.03 |
| City of Oakland | Alameda | 7/1/2019 | \$ 43.93 | \$ 49.88 | \$ 88.05 | \$ 132.34 | \$ 244.02 | \$ 731.96 | \$ 581.09 | \$ 1,743.21 |
| City of Piedmont | Alameda | 7/1/2019 | \$ 82.63 | \$ 87.56 | \$ 120.62 | \$ 135.09 | \$ 233.77 | \$ 671.30 | N / A | N / A |
| City of Pleasanton | Alameda | 7/1/2019 | N / A | \$ 26.87 | N / A | \$ 46.89 | \$ 120.34 | \$ 382.02 | \$ 361.01 | \$ 1,125.01 |
| City of San Leandro | Alameda | 9/1/2019 | \$ 25.91 | \$ 32.27 | \$ 53.72 | \$ 75.14 | \$ 141.50 | \$ 427.81 | \$ 427.81 | \$ 1,283.43 |
| City of Union City | Alameda | 7/1/2019 | \$ 30.37 | \$ 37.98 | \$ 76.00 | \$ 113.97 | \$ 157.77 | \$ 435.75 | \$ 413.43 | \$ 1,126.73 |
| Castro Valley Sanitary District | Alameda | 5/1/2019 | \$ 30.79 | \$ 47.74 | \$ 82.91 | \$ 118.07 | \$ 294.07 | \$ 882.31 | \$ 782.32 | \$ 2,192.12 |
| Oro Loma Sanitary District (L1) | Alameda | 9/1/2019 | \$ 9.42 | \$ 18.79 | \$ 37.62 | \$ 56.40 | \$ 122.92 | \$ 319.50 | \$ 327.40 | \$ 917.15 |
| Oro Loma Sanitary District (L2) | Alameda | 9/1/2019 | \$ 9.42 | \$ 18.79 | \$ 37.62 | \$ 56.40 | \$ 122.92 | \$ 319.50 | \$ 327.40 | \$ 917.15 |
| Oro Loma Sanitary District (L3) | Alameda | 9/1/2019 | \$ 10.87 | \$ 21.80 | \$ 43.52 | \$ 65.31 | \$ 142.19 | \$ 369.60 | \$ 378.76 | \$ 1,060.79 |
| City of Richmond | Contra Costa | 1/1/2019 | \$ 30.48 | \$ 37.09 | \$ 70.37 | \$ 104.59 | \$ 246.61 | \$ 624.58 | \$ 561.08 | \$ 1,535.02 |
| City of San Pablo | Contra Costa | 1/1/2019 | \$ 26.40 | \$ 32.20 | \$ 62.45 | \$ 93.60 | \$ 245.45 | \$ 619.17 | \$ 564.72 | \$ 1,543.35 |
| City of El Cerrito | Contra Costa | 1/1/2019 | \$ 38.61 | \$ 50.70 | \$ 101.74 | N / A | \$ 346.06 | \$ 973.96 | N / A | N / A |
| City of Hercules | Contra Costa | 1/1/2019 | \$ 32.92 | \$ 38.63 | \$ 68.11 | \$ 98.47 | \$ 280.98 | \$ 704.62 | \$ 639.86 | \$ 1,741.80 |
| City of Pinole | Contra Costa | 1/1/2019 | \$ 29.99 | \$ 35.74 | \$ 63.63 | \$ 92.40 | \$ 266.67 | \$ 676.06 | \$ 618.37 | \$ 1,695.32 |
| Unincorporated West Contra Costa | Contra Costa | 1/1/2019 | \$ 28.37 | \$ 34.73 | \$ 66.50 | \$ 99.06 | \$ 233.92 | \$ 589.13 | \$ 525.89 | \$ 1,432.39 |
| Town of Fairfax | Marin | 1/1/2020 | \$ 35.69 | \$ 42.78 | \$ 85.58 | \$ 128.36 | \$ 251.56 | \$ 595.85 | \$ 589.76 | \$ 1,543.77 |
| Town of San Anselmo | Marin | 1/1/2020 | \$ 36.99 | \$ 48.34 | \$ 96.76 | \$ 145.13 | \$ 275.41 | \$ 826.19 | \$ 793.33 | \$ 2,380.15 |
| City of Belvedere | Marin | 7/1/2019 | \$ 46.46 | \$ 57.43 | \$ 97.43 | \$ 137.44 | \$ 255.07 | \$ 704.67 | N / A | N / A |
| City of Novato | Marin | 1/1/2020 | \$ 14.05 | \$ 22.46 | \$ 44.88 | \$ 67.35 | N / A | N / A | \$ 276.21 | \$ 685.37 |
| West Marin ¹ | Marin | 1/1/2019 | \$ 21.25 | \$ 32.33 | \$ 60.44 | \$ 96.62 | \$ 245.23 | \$ 478.51 | \$ 367.85 | \$ 834.43 |
| City of Sausalito | Marin | 1/1/2018 | N / A | \$ 41.35 | \$ 82.70 | \$ 124.05 | \$ 163.28 | N / A | \$ 489.84 | N / A |
| Tamalpais Com. Service Dist. ¹ | Marin | 7/1/2019 | N / A | \$ 60.89 | \$ 91.93 | \$ 124.72 | \$ 403.37 | \$ 1,210.11 | N / A | N / A |
| Town of Tiburon | Marin | 7/1/2019 | \$ 40.90 | \$ 46.14 | \$ 84.02 | \$ 121.27 | \$ 219.60 | \$ 599.12 | N / A | N / A |
| Town of Corte Madera | Marin | 7/1/2019 | \$ 32.69 | \$ 38.44 | \$ 77.09 | \$ 115.73 | \$ 179.81 | \$ 485.29 | N / A | N / A |
| City of Mill Valley | Marin | 7/1/2019 | \$ 44.40 | \$ 48.96 | \$ 81.75 | \$ 114.48 | \$ 216.86 | \$ 583.53 | N / A | N / A |
| City of San Rafael | Marin | 1/1/2020 | \$ 36.68 | \$ 43.15 | \$ 86.29 | \$ 129.44 | \$ 278.51 | \$ 851.60 | \$ 533.02 | \$ 1,512.99 |
| Las Gallinas Valley Sanitary District | Marin | 1/2/2020 | \$ 33.54 | \$ 39.44 | \$ 78.89 | \$ 118.34 | \$ 282.40 | \$ 847.88 | \$ 571.40 | \$ 1,594.82 |
| City of Larkspur | Marin | 1/3/2020 | \$ 41.66 | \$ 49.00 | \$ 98.00 | \$ 147.00 | \$ 311.12 | \$ 933.04 | \$ 624.81 | \$ 1,638.31 |
| Town of Ross | Marin | 1/4/2020 | \$ 35.14 | \$ 41.36 | \$ 82.71 | \$ 124.07 | N / A | N / A | \$ 530.96 | \$ 1,592.73 |
| County of Marin | Marin | 1/5/2020 | \$ 30.08 | \$ 49.16 | \$ 100.71 | \$ 155.96 | \$ 355.17 | \$ 1,065.66 | \$ 568.51 | \$ 1,705.60 |
| City of Campbell ¹ | Santa Clara | 7/1/2019 | \$ 21.99 | \$ 28.77 | \$ 57.54 | \$ 86.31 | \$ 143.77 | \$ 435.47 | \$ 287.54 | \$ 870.93 |
| City of Cupertino ¹ | Santa Clara | 11/1/2019 | N / A | \$ 27.36 | \$ 54.73 | \$ 82.10 | \$ 168.04 | \$ 504.16 | \$ 268.88 | \$ 806.62 |
| City of Los Altos | Santa Clara | 7/1/2019 | \$ 32.21 | \$ 34.69 | \$ 69.37 | \$ 104.07 | \$ 136.10 | \$ 408.32 | \$ 408.31 | \$ 1,224.96 |
| City of Milpitas | Santa Clara | 7/1/2019 | N / A | \$ 33.59 | \$ 42.94 | \$ 49.33 | \$ 121.17 | \$ 298.38 | \$ 275.18 | \$ 778.98 |
| City of Monte Sereno ¹ | Santa Clara | 7/1/2019 | \$ 25.03 | \$ 32.75 | \$ 65.50 | \$ 98.25 | \$ 191.19 | \$ 579.20 | \$ 382.39 | \$ 1,158.41 |
| City of Mountain View | Santa Clara | 7/1/2019 | \$ 23.95 | \$ 34.95 | \$ 69.90 | \$ 104.85 | \$ 106.95 | \$ 363.20 | \$ 320.25 | \$ 1,003.80 |
| City of Palo Alto | Santa Clara | 7/1/2017 | \$ 27.81 | \$ 50.07 | \$ 100.15 | \$ 150.22 | \$ 219.49 | \$ 590.31 | \$ 504.40 | \$ 1,455.48 |
| City of San Jose | Santa Clara | 7/1/2019 | N / A | \$ 35.89 | \$ 71.78 | \$ 107.67 | \$ 146.34 | \$ 419.09 | \$ 204.39 | \$ 584.54 |
| City of Santa Clara | Santa Clara | 7/1/2019 | \$ 23.07 | \$ 30.67 | \$ 45.13 | \$ 59.64 | \$ 93.40 | \$ 270.26 | \$ 261.60 | \$ 742.49 |
| City of Sunnyvale | Santa Clara | 1/1/2019 | N / A | \$ 37.36 | \$ 41.47 | \$ 46.67 | \$ 172.79 | \$ 487.21 | \$ 429.37 | \$ 1,251.50 |
| City of Saratoga ¹ | Santa Clara | 7/1/2019 | \$ 23.66 | \$ 30.95 | \$ 61.90 | \$ 92.85 | \$ 202.82 | \$ 614.67 | \$ 405.64 | \$ 1,229.34 |
| Town of Los Altos Hills | Santa Clara | 7/1/2019 | \$ 33.51 | \$ 46.71 | \$ 93.45 | \$ 140.14 | \$ 117.61 | \$ 184.05 | \$ 247.70 | \$ 430.39 |
| Town of Los Gatos ¹ | Santa Clara | 7/1/2019 | \$ 22.88 | \$ 30.04 | \$ 60.09 | \$ 90.13 | \$ 173.24 | \$ 524.88 | \$ 346.49 | \$ 1,049.76 |
| Marin Franchisors' Average | | | \$ 35.42 | \$ 44.42 | \$ 89.32 | \$ 134.96 | \$ 306.80 | \$ 924.55 | \$ 565.74 | \$ 1,608.89 |
| Marin County Average without MFG | | | \$ 34.05 | \$ 43.91 | \$ 80.26 | \$ 117.52 | \$ 245.58 | \$ 685.41 | \$ 503.40 | \$ 1,360.93 |
| Marin County - All | | | \$ 34.58 | \$ 44.08 | \$ 83.28 | \$ 123.33 | \$ 264.41 | \$ 765.12 | \$ 534.57 | \$ 1,498.68 |
| All City Average | | | \$ 30.65 | \$ 38.62 | \$ 70.68 | \$ 101.01 | \$ 198.84 | \$ 568.17 | \$ 440.34 | \$ 1,269.00 |

¹ 1 CY not available, reflected here for 1.5 CY

ATTACHMENT 4

**Rates for Residential 30-35 Gallon Collection Service with Weekly Garbage, Recycling and Organics
Collection Service Showing Proposed 2020 MFG Rates in Comparison to 2019 Rate Averages in Marin
County and Bay Area**





Northern California Office

1512 Eureka Road, Suite 220, Roseville, CA 95661
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San Francisco Bay Area Office

2600 Tenth Street, Suite 424, Berkeley, CA 94710
Tel: 510-647-9674

To: Cory Bytof, Sustainability Program Manager, City of San Rafael
From: Garth Schultz and Ryan Calkins, R3 Consulting Group
Date: December 2, 2019
Subject: 2020 Illegal Dumping Reduction Pilot Program Funding via 2020 Solid Waste Rates

Illegal Dumping Reduction Pilot Program Overview

Background

The San Rafael City Council has established reduction of illegal dumping as a high priority area for City action. The City conducted a pilot project in 2018-2019 that tested implementation of “bulky waste” collection and recycling events as a means of to reducing illegal dumping, with the results reported in the City of San Rafael Illegal Dumping Pilot Report (Bulky Waste Collection and Recycling Events).

The 2018-2019 pilot project found that bulky waste collection events resulted in a noticeable reduction in illegal dumping. The Report recommends further implementation of illegal dumping reduction actions in 2020, including continuation of the bulky waste collection events (which proved successful) as well as testing of new programs to reduce the incidence of – and clean-up response to – illegal dumping in the City.

2020 Funding Opportunity

The City has an opportunity to provide funding for continuation of the bulky waste collection events and testing of new recommended programs in 2020 via a small increase in the solid waste rates. R3 Consulting Group, Inc. (R3) has separately calculated that the 2020 solid waste rate adjustment for San Rafael should be 4.32% (per R3 Review of Marin Sanitary Service’s 2020 Rate Application) based on the Franchise Agreement between the City and Marin Sanitary Service (MSS).

The City may choose direct 0.53% to be added to the rate adjustment – resulting in a total rate adjustment of 4.85% – in order to fund \$100,000 in MSS and City costs for a “2020 Illegal Dumping Reduction Pilot Program” (Pilot Program) that would implement the actions recommended in the City of San Rafael Illegal Dumping Pilot Report (Bulky Waste Collection and Recycling Events).

Overview of Proposed 2020 Illegal Dumping Reduction Pilot Program

If funded, the City would work with MSS, prior pilot project partner Gigantic Idea Studios (GIS), R3, and other key stakeholders identified by the City to conduct additional discovery and research early in 2020 and then finalize the Pilot Program design parameters, logistics, and schedule. By Spring 2020, the project team would implement (tentatively) the following three services that would:

Mr. Cory Bytof

2020 Illegal Dumping Reduction Pilot Program Funding via 2020 Solid Waste Rates

December 2, 2019

Page 2 of 4

- Reduce illegal dumping generation from residential properties via “debris box events”, like those implemented via the prior pilot in 2018-2019. This element of the pilot would be undertaken in order to gather additional information about the costs and effectiveness of this program element for the purposes of future cost and effectiveness comparisons against other potential alternatives. The City anticipates providing four “debris box events” providing access to service for a test population of approximately 2,400 housing units.
- Reduce illegal dumping generation from residential properties via a “voucher” program for no-cost disposal at MSS’s public facility in San Rafael. This would be a new service and would be undertaken to gather information about the effectiveness of and participation in the program, also for future comparison to alternatives as noted above. The City anticipates providing vouchers via mail to a test population of 1,700 housing units and working with MSS to carefully monitor and track “redemption” of the vouchers.
- Help commercial businesses remove illegal dumping from their property via a “coupon” program for no-cost disposal at MSS’s public facility in San Rafael. This would be an all new service and would be undertaken to gather information about the effectiveness of and participation in the program, and comparison to alternatives. The coupons would potentially be distributed by the City based on reports of illegal dumping on commercial property, estimated at 200 coupons total. The City would work with MSS to carefully monitor and track “redemption” of the coupons.

Partnership with MSS

MSS has been briefed on the details of the proposal to increase rates to fund implementation of the Pilot Program and has expressed that it is happy to be the City in being the City’s operational partner, and MSS supports the rate funding of Pilot Program costs. MSS did express that operational logistics will need to be discussed and refined prior to implementation in order to mitigate the possibility that actual costs exceed the \$100,000 recommended Pilot Program budget. R3’s engagement in the project is to support the City and MSS as the City’s solid waste financial and programs consultant by developing the financial and operational parameters that will both help keep costs within the overall budget. R3 is further committed to supporting the City’s analysis of the financial and operational Pilot Program results, in order to establish findings about operational efficiency and cost effectiveness for future Citywide illegal dumping reduction programs.

Reporting and Next Steps for 2021

After completion, the project team would prepare a report on the Pilot Program results, with an anticipated report in the Fall of 2020. The City to present the results to Council and make recommendations about next steps to continue progress in 2021 to reduce illegal dumping, including projections of the potential for citywide implementation of the program elements tested in 2020 (preliminary estimates subject to refinement based on Pilot Program results are included at the end of the memorandum).

Pilot Program Rate Impact and Draft Budget

The City has an opportunity to set the 2020 solid waste rates to secure funding for the Pilot Program as part of the 2020 rate hearing on December 16, 2019. The City is scheduled to hear and adopt a 4.32% increase in MSS’s solid waste rates, in accordance with the terms and conditions of the new annual “indexed rate adjustment”, per the revised Exhibit B to the Franchise Agreement with MSS, which the City adopted in early 2019.

City May Direct Change in Scope

Per Section IV. of Exhibit B, the City may direct a “change in scope” to the services provided by MSS, and the City may secure funding for the Pilot Program by directing such a change in scope. With the 4.32% indexed rate adjustment due to MSS, the City may seek to fund up to \$100,000 for the Pilot Program by adopting a 2020 rate adjustment of 4.85% (0.53% more than the base 2020 rate increase of 4.32% due to MSS per Exhibit B). Funding of the Pilot Program is entirely at the City’s discretion and may be funded at a greater or lesser amount, or at a later time, if desired.

Table 1 shows the calculation of the 2020 Rate Adjustment with the inclusion of the proposed \$100,000 funding for the Pilot Program (added to existing line in the 2020 Rate Adjustment, which is for actions related to compliance with State Law AB 1826, with a 2020 amount of \$7,941). All information in Table 1 is the same as the information presented in the R3 Review of Marin Sanitary Service’s 2020 Rate Application, with the exceptions of the \$100,000 increase (above the \$7,941 in AB 1826 costs included in the base rate application) in the line labelled with “Change in Scope”, MSS’s profit (which also will increase in accordance with the increase in operating expenses and is appropriate to offset MSS’s administrative costs associated with being a partner in the Pilot Program), and the 2020 Rate Revenue and Adjustment calculations.

Table 1: Revised San Rafael 2020 Rate Calculation

Includes \$100,000 for Illegal Dumping Reduction Pilot Program as “Change in Scope”.

| | |
|---|-------------------|
| Collector Operations | \$ 15,616,693 |
| Fuel and Oil True-up | 51,124 |
| Garbage Landfilling and Organics Processing | 2,791,135 |
| Garbage Landfilling and Organics True-up | 11,179 |
| Change in Scope: Illegal Dumping Pilot Program (\$100,000) and AB 1826 Costs (\$7,941) | 107,941 |
| Collector Profit (90.5% Operating Ratio) | 1,950,184 |
| Recyclable Materials Processing | 532,533 |
| Recycling Losses | 74,628 |
| Interest | 355,144 |
| Zero Waste Marin Fees | 253,846 |
| Franchise Fees | 2,465,334 |
| Other Agency Fees | 443,600 |
| Total 2020 Rate Revenue Requirement | 24,653,341 |
| Total 2019 Rate Revenue Requirement | 23,513,906 |
| 2020 Rate Revenue Adjustment | 4.85% |

Draft Pilot Program Budget

A draft budget for the Pilot Program, at an anticipated total expense of \$100,000, is provided in Table 2. Please see the City of San Rafael Illegal Dumping Pilot Report (Bulky Waste Collection and Recycling Events) for more detailed descriptions of the general program concepts and prior recommendations. Note that the program details included in this memorandum have been adjusted to correspond with the recommended \$100,000 program budget.

Table 2: Proposed 2020 Illegal Dumping Reduction Pilot Program Budget

Figures for Items 2-4 are estimates, subject to refinement during Pilot Program finalization in early 2020.

| Task | | Responsible Party | Anticipated Timeline | | Estimated Cost |
|--------------|---|-------------------|----------------------|-----------------|------------------|
| 1 | Pilot Program Research, Design and Finalization | City / GIS | January, 2020 | February, 2020 | \$ 7,000 |
| 2 | Debris Box Day Pilot Program Implementation | City / GIS | March, 2020 | September, 2020 | \$ 18,000 |
| 3 | Multi-Family Bulky Voucher Pilot Project Implementation | MSS / City | March, 2020 | August, 2020 | \$ 60,000 |
| 4 | Commercial Ratepayers Illegal Dumping Coupon Pilot Project Implementation | MSS / City | March, 2020 | August, 2020 | \$ 11,000 |
| 5 | Pilot Program Conclusion and Final Report | City / GIS | September, 2020 | October, 2020 | \$ 4,000 |
| Total | | | | | \$100,000 |

Preliminary Draft Citywide Projections

R3 has prepared rough preliminary estimates of the potential for Citywide implementation of the three Pilot Program elements. Please note that these estimates are for rough order of magnitude only and are subject to future refinement. It is the City’s intention for the Pilot Program to gather better information such that these estimates can be refined based on actual data prior to making future recommendations to the City Council. Additionally, during the Pilot Program design phase, the project team will explore other potential alternatives to the below (such as an expanded on-call bulky item collection program, for example) that could result in lower costs per cubic yard collected.

Table 3: Preliminary Estimates of Citywide Implementation

| Program | Cubic Yards Collected (Est.) | Annual Cost (Est.) | Cost Per Cubic Yard (Est.) | 2021 Rate Adjustment (Est.) |
|----------------------|------------------------------|--------------------|----------------------------|-----------------------------|
| Debris Box Days | 200 | \$ 100,000 | \$ 500 | 1.00% |
| Multi-Family Voucher | 1,700 | \$ 440,000 | \$ 259 | 2.00% |
| Commercial Coupon | 400 | \$ 140,000 | \$ 350 | 1.00% |

Bulky Waste Collection and Recycling Events

A Pilot Project to Reduce Illegal Dumping

The Canal Neighborhood in East San Rafael | October 2018 – August 2019



SAN RAFAEL
THE CITY WITH A MISSION

ZERØ
WASTE
MARIN

A special thanks to Zero Waste Marin for funding this project.

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Executive Summary

The Canal Neighborhood in East San Rafael is a hotspot for illegal dumping. Numerous factors, including the cost of disposal, access to transportation, and the perception that dumping is a legal and a social norm contribute to the problem.

In 2018, the City of San Rafael launched a four-part behavior change campaign to keep mattresses, furniture, and other bulky waste off the streets. This report highlights preliminary results from one part of the campaign – our Bulky Waste Collection and Recycling Events (Events). This yearlong pilot project was funded with Zero Waste grant funds from Zero Waste Marin and offered Canal residents free monthly disposal of bulky waste.

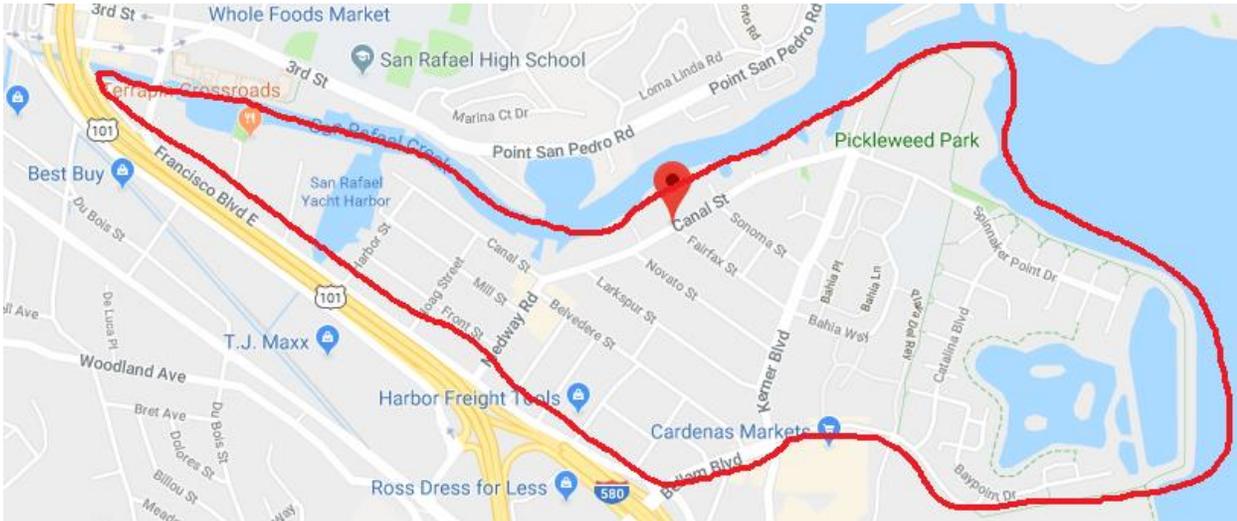
After seven of nine scheduled Events, we had collected nearly 300 mattresses for recycling and disposed of more than 400 cubic yards of bulky waste. A total of 189 households attended the Events, or about 8% of the community as outlined in red on page two.

The Department of Public Works noted a significant decrease in illegal dumping and attributes a portion of this improvement to these Events and the outreach associated with them. Furthermore, these Events provided a service for residents in a historically disadvantaged area and highlight the City's commitment to supporting all parts of San Rafael.

The Sustainability Program recommends continuing these Events through 2020, with an opportunity for evaluation and realignment at the end of the calendar year. Concurrent with these Events, we also recommend two additional pilot projects to support a larger portion of the Canal neighborhood; a voucher program for multifamily residents and coupon program for businesses in East San Rafael. See pages nine and ten for a detailed explanation of these recommendations.

Background

The illegal dumping of mattresses, furniture, and other bulky is a common problem in parts of San Rafael, threatening public health and safety and spurring additional criminal activity. The Canal neighborhood, as outlined in red in the map below, bears the brunt of this problem and is a mixture of commercial businesses, multifamily dwellings, and single-family homes.



One day each week, a team from the Department of Public Works (DPW) removes illegally dumped materials from the Canal, collecting about 20 cubic yards of debris each month. As of May 20, the team had removed 79,380 pounds of bulky waste in 2019. That's about the weight of seven adult elephants! The materials collected are typically sent to landfill with few, if any, opportunities for salvage or recycling.

To mitigate this problem, the City implemented a four-part strategy beginning in 2018.

- 1. Engagement:** Preliminary research in the Canal neighborhood revealed a common belief that dumping furniture and other materials in the street was both legal and acceptable. To counter this perception, the City mailed postcards to all residents in the Canal neighborhood in the summer of 2018 about the proper disposal of unwanted furniture.
- 2. Enforcement:** After mailing these postcards, the Public Works Department began issuing warnings, educational material, and then administrative citations for illegally dumping furniture, in hopes that additional pressure on businesses and property owners would curb the problem. In addition, the Police Department stepped up their efforts to make contact with people who were reported to have dumped items on the public right of way.
- 3. Bulky Waste Collection and Recycling Events:** In October 2018, the City launched an eleven-month pilot project in the Canal neighborhood offering free disposal events for residents.
- 4. Mini-Grants:** In December 2018, the City launched a seven-month pilot project rooted in the theory of Crime Prevention Through Environmental Design. Businesses and property owners were offered up to \$1,000 for eligible projects proven to reduce the likelihood of illegal dumping, including the installation of new lighting, fencing, signage, and surveillance cameras.

All four parts of this strategy work in unison to reduce illegal dumping, but this report will only detail the preliminary results and recommendations from our **Bulky Waste Collection and Recycling Events**.

Goals

2

We identified **four primary goals** for our Bulky Waste Recycling and Collection Events.

1. **Reduce the frequency and volume** of illegally dumped materials in the Canal neighborhood.
2. **Divert usable materials from landfill** via salvage and recycling initiatives.
3. **Better understand the community-specific barriers** that prevent people from properly disposing of unwanted furniture and bulky waste.
4. **Mitigate social inequities** that inhibit the proper disposal of unwanted furniture and bulky waste.

3

Events Overview

Background

In September 2018, the City contracted with the Conservation Corps North Bay to organize nine Events from October 2018 to August 2019. Two Events remain and are scheduled for July 27 and August 24, 2019.

Accordingly, this report does not include results from the project in its entirety. It will, however, include enough data to support our analysis and recommendations, as we do not anticipate any changes or surprises at our Events in July or August.

Logistics

Each Event was held from 10AM – 4PM at 50 Canal Street – the Albert J. Boro Community Center. Research conducted before these Events suggested the Center would be the most visible and accessible site for Canal residents. Although our goal was to hold each Event on the last Saturday of the month, numerous scheduling complications prevented this, typically because of holidays like Thanksgiving, Christmas, and Memorial Day.

Surveys

All households that attended the Events were asked the six questions listed below. Please see the Results sections for a summary of the data collected. From observation alone, we also recorded data about age and sex.

Partner Organizations

- **Conservation Corps North Bay (CCNB):** For staffing and logistical support.
- **The Mattress Recycling Council (MRC):** For mattress collection and joint marketing outreach.
- **Grange Box Hauling:** For debris box rentals.
- **Urban Ore:** For furniture salvage.

Additional Support

- **Gigantic Idea Studio (GIS):** For preliminary research, marketing collateral, survey design, and ongoing strategy support.
- **The Department of Public Works:** For logistical planning support at the Center, developing the address and mailing list, and for on-site traffic control (No Parking signs posted 72 hours prior to each Event).

Marketing and Promotion

We used multiple channels to promote these Events and encourage participation. **Note:** We did not use each channel for each Event; instead, we tried different combinations depending on various factors, including the time of year and the success of previous outreach efforts.

Direct mail

We mailed three sets of postcards to all residents in the Canal neighborhood over the course of five months. All postcards were in Spanish and each set included 2,400 addresses. The backside of each postcard included a link to an English version posted on the City's website.

The first mailing listed the Event in October; the second set listed Events in December, January, and February; and the third set listed Events in March, April, and June. Each postcard was printed in Spanish with a link to an English version online. See [Appendix I](#) for the most recent version. We will mail a fourth set of postcards in June to promote our Events in July and August.

Direct outreach

Postcards were also distributed in person at the Marin Community Clinics Health Hub and the Canal Alliance Food Pantry, reaching more than 600 residents over four months (January – April 2019). Most of the information was provided in Spanish.

City website

The postcards were posted [online](#) both in English and Spanish. Each postcard we mailed included a link to this posting.

The Mattress Recycling Council (MRC)

The MRC promoted the mattress collection extensively, but did not advertise the bulky waste collection – this service was strictly for Canal residents, except on rare, case-by-case exceptions. MRC outreach included a full page advertisement in the Marin Independent Journal, advertisements on local radio stations, and a posting on their [website](#).

Outreach with Partner Organizations

- **Conservation Corps North Bay:** Posters were distributed to numerous property managers; additional posters were hung directly in laundry rooms and other community spaces.
- **Albert J. Boro Community Center:** Postcards were distributed to various community groups; posters at the front desk and on community bulletin boards.
- **Bahia Vista Elementary School:** A black and white version of the postcard was placed in students' take-home packets on three separate occasions, reaching about 650 students each time.
- **San Pedro Elementary School (Parent Services Project):** Postcards distributed.
- **Alcohol Justice:** Postcards distributed to "clients" when appropriate, as determined by staff.
- **Cardenas Market:** Poster and postcards at the customer service counter.
- **Free Cycle:** Online post with event details.

Costs Incurred

The total cost for this project – including the cost for the remaining Events in July and August – was **\$51,368**. This cost does not include City staff time. Alex Wood – the Climate Corps Fellow for the 2018-19 cycle – spent a significant amount of time managing outreach, coordinating the Events, and collecting and tracking the data.

The average cost per event was **\$5,708**.

| Bulky Waste Collection and Recycling Events | |
|---|------------------|
| Expense Item | Total Costs |
| Debris box rentals | \$ 16,090 |
| Gigantic Idea Studio | \$ 20,000 |
| Postcard printing | \$ 2,502 |
| Postcard postage | \$ 2,776 |
| Conservation Corps North Bay | \$ 10,000 |
| | \$ 51,368 |

Debris box rentals: We rented two 40 cubic yards boxes for each Event at \$920 per box. For one Event, we replaced one of the boxes with a 20 cubic yard box at \$450.

Gigantic Idea Studio (GIS): We contracted with GIS for ongoing strategy support and postcard and survey design.

Postcard printing: We printed all postcards at the County’s print shop at the Civic Center.

Postcard postage: We mailed all postcards from the USPS facility at 40 Bellam Boulevard in San Rafael.

Conservation Corps North Bay (CCNB): We contracted with for staffing each Event.

Results

This section includes results from the first seven of nine scheduled Events.

| Data Snapshot | | |
|-------------------------------------|-------|-------------------|
| | Total | Average per Event |
| Attendance (households) | 189 | 27 |
| Mattresses Collected (units) | 106 | 15 |
| Bulky Waste Collected (cubic yards) | 438 | 63 |

Attendance

- **189 households** attended the first seven Events.
- 50% of these households were from Canal Street; the remaining 50% were from other parts of the Canal neighborhood.

Mattresses Collected

- We collected **106 mattresses** from Canal residents.
- We collected an additional **180 mattresses** from non-Canal residents
 - After our first Event in October, the Mattress Recycling Council asked to advertise these Events in the Marin Independent Journal, on byebyemattress.com, and on local radio stations, thereby attracting residents from other parts of San Rafael and neighboring communities. In keeping with our original goals for this pilot project, these additional mattresses should be tracked separately.

Bulky Waste Collected

- We collected **438 cubic yards** of bulky waste for salvage and disposal. As shown below, that's nearly ten full size dumpsters (40 cubic yards each).

Survey Questionnaire Data

October 2018 – June 2019

See [Appendix III](#) for aggregate data

Analysis and co-benefits

Illegal dumping abatement in the Canal neighborhood demands a tremendous amount of City staff time and resources.

This pilot project was a behavior change campaign to encourage residents in the Canal neighborhood to properly dispose of old furniture and other bulky waste. Changing people's behavior is difficult, time consuming, and often costly. Our preliminary results suggest these Events were well attended and effective, **collecting three times as much bulky waste as DPW each month** and diverting materials from landfill via our partnership with the Mattress Recycling Council.

We do not have baseline data from previous years for comparison, but anecdotal evidence from residents, property owners in the Canal, and City staff in the field suggests a noticeable reduction in illegal dumping.

There are several additional co-benefits from these Events, including those listed below.

- **Cross department collaboration:** Joint initiatives with the Police Department, the Sustainability Program, Community Services, and the Department of Public Works through the Together San Rafael initiative.
- **Social equity:** Giving apartment dwellers access to bulky waste disposal as is already available to residents living in single family homes.
- **Stronger community relationships:** Collaboration with local schools, organizations, and programs, including the Canal Alliance, the Marin Community Clinics, the East San Rafael Working Group, and the Parent Services Project.

Recommendations

The following recommendations are driven by the results and analysis from the first seven Events. These recommendations should be used as a framework for discussion and may need to be adapted as the problem evolves.

Recommendation 1: Continue the Bulky Waste Collection and Recycling Events in the Canal neighborhood through the end of 2020.

All residents in San Rafael should have equal access to bulky waste disposal – not just those living in single family homes. Results from this pilot suggest the Events reduced the frequency of illegal dumping and the volume of materials sent to landfill. These Events also play a role in mitigating social inequities, reducing crime, and improving public health. This program could be permanently funded via a small rate increase with Marin Sanitary Service (MSS) for the 2020 rate year. See page 11 for a preliminary cost analysis.

Strategies for Implementation:

A) Offer these Events to all residents living in apartments and multifamily dwellings – not just those in the Canal neighborhood.

This will require increased marketing and promotion, likely via additional postcard mailings and continued partnerships with organizations like the Canal Alliance and the Marin Community Clinics.

B) Secure a new location in the Canal neighborhood to host these Events.

Parking is extremely limited in the Canal and these Events require a minimum of seven reserved parking spots. Should these events expand and attract more residents, we will need additional space for dumpsters. Furthermore, traffic control is difficult and remains a gray area without onsite, day-of support from Parking Services. The Northern parking lot at Bahia Vista Elementary School has potential to alleviate these issues, allowing for better traffic control and minimizing the time that residents and CCNB staff spend in the street.

C) Organize Events earlier in the day to accommodate MSS' schedule.

If we shift these Events from 10 AM – 4PM to 8 AM – 12 PM, we can rent debris boxes from MSS instead of Grange. This would be a simple, low-cost amendment to the City's annual contract with MSS. A predetermined number of rentals each year may also reduce costs and save staff time by eliminating the need for month-by-month rental coordination.

D) Continue to contract with the Conservation Corps North Bay (CCNB) for staffing.

CCNB is a reliable, cost effective partner with bilingual staff.

E) All outreach material should be available in at least three languages: English, Spanish, and Vietnamese.

Our current outreach efforts do not effectively reach our Vietnamese populations.

F) Require proof of residency for Events and voucher program.

Demand for these Events is likely to grow as community awareness increases, especially if we open the Events to all residents living in multi-family dwellings.

G) Reduce the time the Department of Public Works (DPW) allocates for illegal dumping abatement in the Canal neighborhood to free up resources and staff time for other projects.

As noted in our Analysis on page 8, these Events collect three times as much bulky waste as does the team from DPW each month.

Recommendation 2: Concurrent with the Events, **launch a yearlong pilot project** in 2020 giving vouchers to apartment dwellers for free disposal at Marin Sanitary Service.

Although the Events were successful, a voucher program could be less expensive and equally as effective. A short pilot would test this theory. If vouchers prove effective at the end of the pilot, the rate increase proposed in **Recommendation 1** could be used to fund this program instead of the Events.

Strategies for Implementation:

- A) Immediately allocate a portion of the City's Zero Waste grant funds to launch the pilot.**
Coordinate with Marin Sanitary Service to manage logistics and data collection.
- B) Contract with Gigantic Idea Studio (GIS) for strategy support and voucher design.**
Consider the administrative burden from managing this program and potential difficulty in tracking data.

Recommendation 3: **Launch an additional yearlong pilot project** in 2020 giving coupons to businesses in East San Rafael for free disposal at Marin Sanitary Service.

Although the Events were successful, some businesses in East San Rafael still suffer from illegal dumping on their property. This pilot would offer businesses one-time free disposal for no more than four cubic yards of bulky waste (e.g., four sofas.)

Strategies for Implementation:

- A) Review the cost analysis on page 13 and continue discussions with City decision makers.**
Coordinate with Marin Sanitary Service to manage logistics and data collection.
- B) Contract with Gigantic Idea Studio (GIS) for strategy support and voucher design.**
Consider the administrative burden from managing this program and potential difficulty in tracking data.

Recommendation 4: Continue the **four-part strategy** detailed on page three of this report.

- 1. Engagement:** Consider additional outreach to property owners and managers in East San Rafael about the services available for bulky waste disposal.
- 2. Enforcement:** Consider an expanded initiative with DPW to issue citations for illegal dumping; the revenue generated from these citations can be used as supplemental funding for the mini-grant program (item #4).
- 3. Bulky Waste Collection and Recycling Events:** As detailed in Recommendation 1.
- 4. Mini-Grants:** Consider additional direct outreach in East San Rafael to encourage business participation in the mini-grant program. As of June 1, 2019, five of ten available mini-grants had been approved, but zero projects were complete.

Cost Analysis

We estimate the cost to continue these Events and launch two additional pilot programs is about **\$125,000**. This figure is subject to numerous variables and assumptions and should be reviewed again before making any decisions.

Annual Expense Forecast - Continue Events (As Is)

| Expense Item | Units | Hours | Cost per Unit or Hour | Total Cost |
|--------------------------------|-------|-------|-----------------------|------------------|
| Logistics and Staffing | | | | |
| Conservation Corps North Bay | | | | |
| Supervisors | N/A | 50 | \$ 63 | \$ 3,138 |
| Corpsmembers | N/A | 160 | \$ 32 | \$ 5,080 |
| Debris Box Rentals | | | | |
| Grange Box | 20 | N/A | \$ 920 | \$ 18,400 |
| Marketing and Promotion | | | | |
| Postcard design | N/A | 8 | \$ 130 | \$ 1,040 |
| Printing | 9600 | N/A | \$ 0.25 | \$ 2,400 |
| Postage | 9600 | N/A | \$ 0.30 | \$ 2,880 |
| | | | | \$ 32,938 |

Assumptions:

Logistics and Staffing

- Ten events per year, five hours per event, 1 supervisor & 4 Corpsmembers per event

Debris Box Rentals

- Ten events per year, two 40 cubic yard dumpsters per event (cost could change if MSS provided debris boxes instead of Grange Box)

Marketing and Promotion

- Gigantic Idea Studio will use our existing postcard format with minor updates; 4 mailings per year, ~2 hours per mailing
- 2400 addresses

Annual Expense Forecast – Multi-family Voucher Pilot

| Expense Item | Units | Hours | Cost per Unit or Hour | | | Total Cost |
|-------------------------------|-------|-------|-----------------------|-------|-----------|---------------|
| Voucher Design | | | | | | |
| Gigantic Idea Studio | N/A | 32 | \$ | 130 | \$ | 4,160 |
| Voucher Distribution | | | | | | |
| Printing | 6936 | N/A | \$ | 0.25 | \$ | 1,734 |
| Postage | 6936 | N/A | \$ | 0.30 | \$ | 2,081 |
| Marin Sanitary Service | | | | | | |
| Bulky Waste Disposal | 1734 | N/A | \$ | 38.00 | \$ | 65,892 |
| | | | | | \$ | 73,867 |

Assumptions:

Voucher Design

- 32 hours is based on a previous contract with a similar scope of work

Voucher Distribution

- 4 mailings per year, 1734 addresses per mailing

Marin Sanitary Service (MSS)

- The cost of disposal varies based on item type and amount, but most sofas and “equivalent” cost \$38 at the indoor dump
- Assuming 25% of households use the voucher; 4 sofas or “equivalent” per year

Cost Analysis (Continued)

12

Annual Expense Forecast - Commercial Ratepayers Pilot with Coupons for Disposal

| Expense Item | Units | Hours | Cost per Unit or Hour | | | Total Cost |
|-------------------------------|-------|-------|-----------------------|-------|----|------------------|
| Coupon Design | | | | | | |
| Gigantic Idea Studio | N/A | 32 | \$ | 130 | \$ | 4,160 |
| Coupon Distribution | | | | | | |
| Printing | 300 | N/A | \$ | 0.25 | \$ | 75 |
| Postage | 300 | N/A | \$ | 0.30 | \$ | 90 |
| Marin Sanitary Service | | | | | | |
| Bulky Waste Disposal | 300 | N/A | \$ | 48.00 | \$ | 14,400 |
| | | | | | | \$ 18,725 |

Assumptions:

Coupon Design

- 32 hours is based on a previous contract with a similar scope of work

Coupon Distribution

- 1 mailing per year, ~300 addresses per mailing

Marin Sanitary Service (MSS)

- The cost of disposal varies based on item type and amount, but it typically costs \$48 for one cubic yard of material at the indoor dump
- Assuming 25% of businesses use the voucher; 4 cubic yards of waste per year (one-time disposal)

Are the people who come to our Events the same people who dump illegally?

- **If yes**, are these Events enough to discourage illegal dumping, or are additional services and/or programs needed?
- **If no**, what other services and/or programs might reach this group and discourage dumping?

Is transportation still a barrier to proper disposal and/or coming to our Events?

- How can we better understand the impact of this barrier?
- Could we pay CCNB to pick-up bulky waste from individual residences, as they already do with electronic waste?

How many people come from other cities (or other parts of San Rafael) and dump illegally in our Canal neighborhood?

- Businesses? Individuals? Or both?
- Is the mini-grant program our best hope for combatting this piece of the puzzle?

Should we consider a City ordinance requiring apartment managers to provide debris boxes (or another similar service) to their tenants once each month?

- Who would pay for this?
- Would this be effective? (400 Canal Street does something similar with a pick-up truck)

How long, on average, are people willing to hold onto bulky waste?

- In other words, are monthly Events frequent enough to discourage dumping?
- Would vouchers fill the void for people who need to get rid of something immediately?

Can we track the number of DPW dispatches into the Canal before and after these Events started to better understand our impact/success?

- This would alleviate some of the challenges around using “mixed” data and trying to make comparisons; DPW tracks everything in **tonnage**, whereas our Events tracked everything in **cubic yards**.



Primavera de 2019

Recicle los artículos grandes GRATIS

Sábado, 23 de marzo, 27 de abril, y 1 de junio • 10am–4pm
ALBERT J. BORO COMMUNITY CENTER



¿Tiene un artículo grande que ya no sirve?
¡Déjelo GRATIS!

Sábados:
23 de marzo, 27 de abril, y 1 de junio
10am–4pm

Albert J. Boro Community Center
50 Canal Street, San Rafael

~ Sólo para los residentes del vecindario Canal.
~ No empresas o residuos peligrosos.

¿Preguntas? Por favor llame 415-485-3174.

Dejar cosas en la calle es contra de la ley.
Para reportar el vertido ilegal, llame la línea directa:
415-485-3486. No tiene que dar su nombre.

If you need this info in English, see:
cityofsanrafael.org/dumping



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Appendix III: Aggregate Survey Questionnaire Data

| | |
|--|------------|
| Question 1: Why are you getting rid of this item today? | |
| Responses: | 158 |
| Other | 68 |
| Item is broken | 53 |
| Got a replacement | 34 |
| Moving | 2 |
| Roommate left it behind | 1 |

| | |
|--|------------|
| Question 2: How do you normally get rid of bulky items like old mattresses and furniture? | |
| Responses: | 154 |
| Take items to the dump | 89 |
| Other | 39 |
| Give to friends or family | 22 |
| Put items in the street | 3 |
| My apartment building offers a service | 1 |

| | |
|---|------------|
| Question 3: Have you been **here** to this event before? | |
| Responses: | 125 |
| No | 103 |
| Yes | 22 |

| | |
|---|------------|
| Question 4: How did you hear about this event today? | |
| Responses: | 152 |
| Postcard | 56 |
| Word of mouth | 25 |
| Event signage while passing by | 25 |
| Other | 23 |
| Flyer from Bahia Vista Elementary | 12 |
| Poster | 11 |

| | |
|------------------|-----|
| Item(s) | |
| Other | 142 |
| Mattress | 106 |
| Chair | 81 |
| Sofa | 64 |
| Dresser | 22 |
| Table | 19 |
| Electronic waste | 17 |
| Rug | 4 |
| HHW | 3 |

| | |
|------------------------------------|------------|
| Total Bulky Items Collected | 458 |
|------------------------------------|------------|

| | |
|-----------------------|----|
| Age (Observed) | |
| 20s-30s | 76 |
| 40s-50s | 56 |
| 60s or older | 16 |

| | |
|--------------------------|-----|
| Gender (Observed) | |
| Male | 105 |
| Female | 43 |

Appendix IV: Pictures from Events







Marin Independent Journal

4000 Civic Center Drive, Suite 301
San Rafael, CA 94903
415-382-7335
legals@marinij.com

2070419

CITY OF SAN RAFAEL
CITY OF SAN RAFAEL
CITY CLERK, ROOM 209
1400 FIFTH AVENUE, SAN RAFAEL, CA 94901
SAN RAFAEL, CA 94915-1560

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Marin

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer of the MARIN INDEPENDENT JOURNAL, a newspaper of general circulation, printed and published daily in the County of Marin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Marin, State of California, under date of FEBRUARY 7, 1955, CASE NUMBER 25566; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

12/06/2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated this 6th day of December, 2019.



Signature

PROOF OF PUBLICATION

Legal No. **0006433800**

CITY OF SAN RAFAEL

NOTICE OF PUBLIC HEARING

The City Council of the City of San Rafael will hold a public hearing:

PURPOSE: Public Hearing: To consider a request by Marin Sanitary Service for a rate increase for refuse collection and recycling services and adoption of a Resolution setting maximum rates for the year 2020.

DATE/TIME/PLACE: Monday, December 16, 2019, at 7:00 p.m.
City Hall Council Chambers,
1400 Fifth Avenue, San Rafael

WHAT WILL HAPPEN: You may comment on the proposed Resolution. The City Council will consider all public testimony and will then decide whether to approve the Resolution.

IF YOU CANNOT ATTEND: You may send a letter to City Clerk, City of San Rafael, 1400 Fifth Avenue, San Rafael, CA 94901. You may also hand deliver a letter to the City Clerk prior to the meeting.

FOR MORE INFORMATION: You may contact Cory Bytof, Sustainability Program Manager, at (415) 485-3407. Office hours are Monday through Friday, 8:30 a.m. to 5:00 p.m.

SAN RAFAEL CITY COUNCIL

/s/ LINDSAY LARA
LINDSAY LARA, City Clerk

No. 1583 December 6, 2019



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: **COMMUNITY DEVELOPMENT**

Paul A. Jensen

Prepared by: **Paul A. Jensen,**
Community Development Director

City Manager Approval: _____

TOPIC: DOMINICAN SISTERS LOURDES CONVENT – TRANSITIONAL HOUSING USE

SUBJECT: 77 Locust Avenue – Request for a Use Permit Amendment for the Lourdes Convent to permit the continued use of the “Yellow Hallway” area (1,995 square foot area of the convent) as a single, residential unit for transitional housing, which is shared by two adult women and their children. The Use Permit Amendment requests that the transitional housing use be continued in perpetuity or until such time the applicant notifies the City of its intent to cease such use. Sisters of Third Order of St. Dominic Congregation of the Most Holy Name Support Charitable Trust, property owner; Gary Ragghianti, applicant. Case Number: UP19-039.

EXECUTIVE SUMMARY:

On May 15, 2017, the City Council [denied an appeal](#) of the Planning Commission’s action and upheld the Zoning Administrator’s approval of a Use Permit Amendment (UP16-057) for the Lourdes Convent (77 Locust Avenue). The Use Permit Amendment permitted the conversion of the 1,995-square foot “yellow hallway” area of the convent to a single, residential unit for transitional housing (short-term residency, up to 24 months), which is to be shared by two single women and their children. As requested by the applicant, the transitional housing was to be available for two years following occupancy of the unit. Consequently, the Use Permit Amendment was conditioned that the use would “sunset” after two years. The single residential unit use for transitional housing has been in operation since October 26, 2017.

The applicant is requesting a Use Permit Amendment (UP19-039) to continue the single, residential unit use for transitional housing. The request is to extend the current transitional housing use in perpetuity, or until such time the applicant notifies the City its intent to cease this use. Staff has reviewed this request and finds it to be reasonable and logical. During the two years of operation, there have been no issues or concerns about the transitional housing use.

RECOMMENDATION:

It is recommended that the City Council: open the public hearing and accept public comment; and adopt the attached resolution conditionally approving the Use Permit Amendment (UP19-039).

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

BACKGROUND:

Site Description/Setting

The Lourdes Convent, which is owned by the Sisters of Third Order of St. Dominic Congregation of the Most Holy Name Support Charitable Trust (Dominican Sisters) is a 16,450-square-foot convent retirement center located at 77 Locust Avenue. The retirement center operates under Use Permit (UP79-18) approved by the City in 1979. The 2.1-acre property is located within the PD (Planned Development) District and is bordered by single-family residences (to the north, west and east and the Dominican Sisters' "Mother House" convent and residence (to the south).

2017 Use Permit Amendment for "Transitional Housing"

In late 2016, the Dominican Sisters filed a Use Permit Amendment application for the Lourdes Convent. The Use Permit Amendment application proposed to convert a 1,995-square-foot portion of the Convent's congregate care facility (which initially housed 10 residential rooms; encompassing approximately 12% of the convent facility area and referred to as the "yellow hallway") to a single, residential unit. The single residential unit was designed to contain a parlor, kitchen, bathroom and seven sleeping rooms. This single residential unit was to be available to and shared by two single women, each with two young children (up to eight years in age). The shared dwelling unit was proposed to be "transitional housing," meaning that it would provide short-term residency for the tenants, who would ultimately transition to permanent housing. The Use Permit Amendment request proposed that the use operate for a period of two years following initial unit occupancy. At the end of two years, the use would terminate, and the Use Permit Amendment would sunset.

Homeward Bound of Marin, a local non-profit agency that provides shelter and services for the homeless proposed to manage the residential unit and the tenancy. As part of the 2017 Use Permit Amendment application, Homeward Bound presented a list of criteria used to screen and select potential residents, and the residents must enter into an occupancy agreement. The agreement includes, among others, the following terms:

- The adult tenant/occupant must be a Homeward Bound program participant.
- Month-to-month occupancy not to exceed 24 months.
- The dwelling unit can be occupied by only the program participant and the persons noted in the agreement.
- Occupancy of the unit by guests cannot exceed seven (7) consecutive days. Extended stay by guest requires the written approval by Homeward Bound staff.
- Subletting is prohibited.
- Pets are prohibited.
- Smoking inside the unit is prohibited.
- As a program participant, tenants/occupants are required to comply with a "clean and sober environment" policy.
- Tenants must sign a "Code of Conduct."

The tenant/resident screening criteria developed by Homeward Bound and approved by the Dominican Sisters include, among others:

- The adult tenant/occupant must be a single mother with children under the age of eight.
- The adult tenant/occupant must be six-months sober and committed to a recovery plan.
- The adult tenant/occupant must be working toward economic self-sufficiency.

- The adult tenant/occupant must be able to pay \$550.00 per month for rent and utilities.
- If the tenant/occupant owns a vehicle, it must be registered and insured.

On January 28, 2017, the Zoning Administrator approved the Use Permit Amendment with conditions. This action included a response to 17 questions and concerns raised in the Zoning Administrator's public hearing (attended by approximately 50 people) and correspondence received by the Community Development Department. The Notice of Zoning Administrator Action can be accessed and viewed [on the City's public meetings page](#). The Notice of Action includes the permit conditions and supportive plans.

Two separate appeals of the Zoning Administrator action were filed by neighboring residents, Christopher Dolan (AP17-001) and Gary Scholick (AP17-002). On March 14, 2017, the Planning Commission held a public hearing on the appeals. Following public testimony, the Planning Commission voted (6-0-1 vote) to deny the appeals and uphold the Zoning Administrator's action. The Planning Commission staff report and all correspondence received to that point can be accessed [on the City's public meetings page](#).

On March 21, 2017, Christopher Dolan filed a timely appeal with the City Clerk. On May 15, 2017, the City Council held a public hearing on the appeal. Following public testimony and discussion, the City Council adopted Resolution 14329 denying the appeal of the Planning Commission's action and upholding the Zoning Administrator's conditional approval of the Use Permit Amendment. Resolution 14329 includes the following condition #7:

"7. The Use Permit Amendment is approved for two (2) years commencing on the issuance date of Certificate of Occupancy. At the end of the two-year period, the Use Permit Amendment shall terminate. At that time, the kitchen facility shall be removed, and the area returned to its current use as residential convent rooms. If at the end of the two-year period the property owner decides to retain the kitchen and extend the Use Permit Amendment, or re-purpose the yellow hallway area, City Council approval will be required."

The May 15, 2017 City Council report can be accessed [on the City's public meetings page](#).

Following City Council action, a building permit application was issued for conversion of the yellow hallway area to a single residential unit. On October 26, 2017, a final inspection of the area was completed, and a Certificate of Occupancy was issued.

ANALYSIS:

The single dwelling unit for transitional housing has been in operation since October 26, 2017. Over the past two years, there have been no issues or concerns with, or nuisances reported about the use. In fact, the use has operated with little knowledge of its existence. During this time, there have been no calls for service, reports of incidents or code violations filed with the Police Department, Public Works Department or the Code Enforcement Division. The use is a successful example of re-purposing space in an existing facility from one residential housing type to another, needed housing use.

This Use Permit Amendment requests that this use be permitted in perpetuity or until such time as the property owner ceases such use of the permitted space.

Amending the Use Permit to extend the single dwelling unit for transitional housing in perpetuity requires that the City must find the action to be consistent with the General Plan, zoning and other applicable

laws. Staff finds that extending the present use of the “yellow hallway” area in perpetuity would be consistent with the following applicable policies and laws:

Consistency with San Rafael General Plan 2020

Overall, continuation of the existing use is consistent with pertinent goals, policies and programs of the San Rafael General Plan 2020. A summary of the key policies and programs is provided as follows:

- Land Use Element- Public/Quasi-Public Land Use Designation. This designation permits a variety of public and quasi-public land uses including residential use.

Response: Consistent. The single residential unit is allowed under this designation.

- Housing Element- Policy H-9 (Special Needs). Encourage a mix of housing unit types throughout San Rafael, including very low- and low-income housing for families with children, single parents, students, young families, lower income seniors, homeless and the disabled. Accessible units shall be provided in multi-family residential developments consistent with State and Federal law.

Response: Consistent. The single residential unit provides transitional housing for lower-income single mothers and their children.

- Housing Element- Policy H-10 (Innovative Housing Approaches). Provide opportunities and facilitate innovative housing approaches in financing, design and construction of units to increase the availability of low- and moderate-income housing and especially for housing that meets the City’s housing needs.

Response: Consistent. The project re-purposed space from one residential housing type to another, which provides transitional housing for special needs.

- Housing Element- Policy H-11 (House Sharing). Support organizations that facilitate house sharing, linking seniors and small households with potential boarders to more efficiently use existing housing stock.

Response: Consistent. The single residential unit is shared between two single parents and their children.

Consistency with Zoning

As noted above, the property is located within the PD District. As part of the City Council’s May 15, 2017 action on Use Permit Amendment UP16-057, the Council found the transitional housing to be consistent with the PD District zoning. One of the purposes of the PD District is to accommodate various types of compatible and complementary uses within a development. The Lourdes Convent serves as a residence and retirement center for the Dominican Sisters; the transitional housing use of the yellow hallway area has proven to be compatible and complementary to the convent use and operation.

Per San Rafael Municipal Code Section 14.07.020 (Land use regulations for PD Districts), a Master Use Permit or individual Use Permit may be required to establish specific uses on the property consistent with the General Plan and parking standards. The proposed Use Permit Amendment is specific to the yellow hallway area and extending the transitional housing use. The single residential unit has proven to be compatible with the other uses on the subject property, as well as neighboring

residential land uses. Further, as demonstrated in its operation over the past two years, extending the use in perpetuity would not be detrimental to the health, safety or welfare, or be materially injurious to properties or improvements in the vicinity.

State Laws Pertinent to Transitional Housing

The City must follow State law mandating provisions and allowances for transitional housing. California Government Code Section 65583 requires that local jurisdictions must treat transitional housing as a residential use only, subject only to the same restrictions that apply to other housing of the same type in the subject zoning district. Because of the PD District zoning, it was determined that a Use Permit Amendment would be required to convert the yellow hallway to a dwelling unit for any other equivalent residential use (manager's residence; caretaker's residence or separate dwelling for the Dominican Sisters).

Environmental Determination:

The project proposes the continuation of an existing residential use of a developed space within the Lourdes Convent facility. This activity is deemed to be categorically exempt from environmental review per California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities).

COMMUNITY OUTREACH:

Notice of the City Council hearing was provided in accordance with the noticing requirements contained in Chapter 14.29 (Zoning- Public Notice) of the San Rafael Municipal Code. The notice of the public hearing was mailed to property owners and residents within 300 feet of the project site and to the pertinent neighborhood association (Dominican/Black Canyon Neighborhood Association). An expanded noticing included those that attended the 2017 Zoning Administrator, Planning Commission and City Council meetings. Further, notice of the public hearing was published in the Marin Independent Journal. The public hearing notice for the City Council meeting is attached (Attachment 2).

Correspondence received on this project is provided in Attachment 3.

FISCAL IMPACT:

Review and action on this Use Permit Amendment has no fiscal impact on the City of San Rafael.

OPTIONS:

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

1. Adopt the attached Resolution approving the Use Permit Amendment.
2. Deny the Use Permit Amendment.
3. Continue the matter for additional information.

RECOMMENDED ACTION:

Adopt resolution.

ATTACHMENTS:

1. Resolution
2. City Council public hearing notice
3. Correspondence

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A USE PERMIT AMENDMENT (UP19-039) TO PERMIT THE CONTINUED USE OF THE “YELLOW HALLWAY” AREA OF THE LOURDES CONVENT AS A SINGLE RESIDENTIAL UNIT FOR TRANSITIONAL HOUSING IN PERPETUITY AT 77 LOCUST AVENUE (APN 015-112-23)

WHEREAS, the Sisters of Third Order of St. Dominic Congregation of the Most Holy Name Support Charitable Trust (Dominican Sisters) own and occupy the “Lourdes Convent” located at 77 Locust Avenue. The 2.1-acre property is developed with a 16,450-square foot convent facility that houses a retirement center with congregate care unit for retired nuns; The retirement center and ancillary uses operate under a Use Permit (UP79-18) that was issued by the City in 1979. The Lourdes Convent property was rezoned from the U (Unclassified) District to PD (Planned Development) District in 1992; and

WHEREAS, in late 2016, the Dominican Sisters filed an application to amend the Lourdes Convent Use Permit (UP16-057) to convert a 1,995-square-foot portion of the retirement center (“yellow hallway” area) from residential rooms to a single residential unit with a kitchen for transitional housing. In partnership with Homeward Bound, the residential unit would be made available to two single women and their children as a shared residence. The shared unit would be for “transitional housing” for the residents. The Use Permit Amendment request was for two years following unit occupancy; and

WHEREAS, on January 4, 2017, the Zoning Administrator held a duly noticed public hearing on the Use Permit amendment application and rendered a final written decision on January 28, 2017 conditionally approving the application; and

WHEREAS, on March 14, 2017, the Planning Commission held a duly noticed public hearing to review and consider Appeals AP17-001 and AP17-002 to the Zoning Administrator’s approval of Use Permit Amendment UP16-057 and considered all oral and written public testimony and the written report of the Community Development Department. Planning Commission, on a 6-0-1 vote adopted Resolution No. 17-02 denying Appeals AP17-001 and AP-002 and upholding the Zoning Administrator’s approval of Use Permit UP16-057. As part of this action and at the recommendation of staff, the Planning Commission amended Use Permit UP16-057 condition #7, to clarify and simplify condition #7 which set a two-year term in the Use Permit for the transitional housing use; and

WHEREAS, on March 21, 2017, a timely appeal of the Planning Commission action (Appeal AP17-003) was filed. The written appeal was appropriately filed with the City Clerk; and

WHEREAS, on May 15, 2017, the City Council held a public hearing to consider Appeal AP17-003, take public testimony, consider the evidence in the record, and review the findings and decision of the Planning Commission. On a 5-0 vote, the City Council adopted Resolution No. 14329 denying the appeal and upholding the Zoning Administrator’s approval of the Use Permit Amendment (UP16-057). The City Council’s action included the following Use Permit Condition #7, which approved the transitional

housing use for a two-year period following occupancy of the single residential dwelling unit:

“7. The Use Permit Amendment is approved for two (2) years commencing on the issuance date of a Certificate of occupancy. At the end of the two-year period, the Use Permit Amendment shall terminate. At that time the kitchen facility shall be removed, and the area shall be returned to its current use as residential convent rooms. If at the end of the two-year period the property owner decides to retain the kitchen and extend the Use Permit Amendment or re-purpose the yellow hallway area, City Council approval will be required.”;

and

WHEREAS, in 2017, building permits were issued to convert the yellow hallway area into a single residential dwelling unit. Upon completion of construction, the City issued a Certificate of Occupancy on October 26, 2017, which established a sunset date for the Use Permit Amendment; and

WHEREAS, the temporary use has been in full operation since October 26, 2017. During this time, there have been no complaints filed with the City about the transitional housing use nor have there been incidents of nuisance; and

WHEREAS, on September 24, 2019, a timely application for a Use Permit Amendment (UP19-039) was filed by the applicant requesting continued use of the yellow hallway area as a single residential dwelling unit for transitional housing for two single women and their children. The Use Permit Amendment requests that this use be permitted in perpetuity or until such time as the property owner ceases such use of the permitted space; and

WHEREAS, per UP16-057 condition #7, the current request to extend the transitional housing use in perpetuity requires the review and action of the City Council; and

WHEREAS, on December 16, 2019, the City Council held a duly noticed public hearing to accept public comment, and consider the Use Permit Amendment UP19-039 application, including the evidence in the record; and

WHEREAS, the project has deemed to be exempt from environmental review per California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities); and

WHEREAS, the custodian of documents which constitute the record of proceedings upon which this decision is based, and all correspondence received to date on this matter by the City of San Rafael;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby approves the Use Permit Amendment UP19-039 based on the following findings and subject to the following conditions:

Findings for UP19-039

1. The existing transitional housing use and continuation of this use in perpetuity is in accord with the General Plan 2020, the objectives of the City Zoning Ordinance, and the purposes of the PD (Planned Development) District in that:
 - a. The General Plan 2020 Land Use Element land use map designates Lourdes Convent for public/quasi-public use. This land use designation permits residential use. The current use, the Lourdes Convent, is a residential use. The transitional housing is also a residential use and is therefore consistent with the allowances of this land use designation.
 - b. The use is consistent with General Plan 2020 Housing Element Policy H-9, which recognizes special needs. Policy H-9 encourages a mix of housing unit types throughout San Rafael, including housing for very low- and low-income families with children and single parents. As proposed, the residential dwelling unit would continue to provide, in perpetuity, transitional housing for two single mothers with their children living as a single household.
 - c. Consistent with General Plan 2020 Housing Element Policy H-10, the transitional housing use represents an innovative housing approach that supports the financing, design and construction of a residential unit that increases the availability of low-income housing.
 - d. The transitional housing use creates a shared household of two single parents with children, which would be consistent with General Plan 2020 Housing Element Policy H-11 (House Sharing).
 - e. The transitional housing use is consistent with one of the objectives of the PD (Planned Development) District, which is to accommodate various types of compatible and complimentary uses within a development. Lourdes Convent presents a setting of compatible residential uses.
 - f. The approval of a Use Permit Amendment is appropriate in that the existing transitional housing use is limited in scope and size, and, over the past two years has not resulted in a substantial change to the property or use that would necessitate or mandate a comprehensive, long-term master plan for Lourdes Convent.

2. It has been demonstrated that the existing transitional housing use is not 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. Continuation of this use in perpetuity would not change this finding in that:
 - a. It would not result in new development, additional building area or major physical changes to the Lourdes Convent property; the “yellow hallway” represents a small percentage (12%) of the overall Lourdes Convent facility.
 - b. The transitional housing use has not resulted in an increase in traffic that would change or exacerbate existing traffic patterns or conditions or increase safety hazards along the local street system.
 - c. There is adequate off-street parking to serve the proposed use without impacting properties in the vicinity.
 - d. The transitional housing use has not impaired or reduced safety to the residents of the convent facility or to surrounding residents.
 - e. The exterior improvements that were completed for the transitional housing use have not resulted in a noticeable change to the property conditions and are not injurious to properties or improvements in the area.
 - f. Homeward Bound, which manages the transitional housing use has successfully provided residency oversight to ensure that residents are properly screened and meet the criteria for residency. This oversight has ensured that

the use is properly managed to ensure the safety and welfare of the residents and the surrounding neighborhood.

3. The existing transitional housing use and continuation of this use in perpetuity complies with each of the applicable provisions of the City Zoning Ordinance in that:
 - a. As required by the provisions of the PD District, the transitional housing use is a residential use that is compatible with retirement center use. Further, the processing and approval of a Use Permit Amendment is consistent with the requirements of the PD District to ensure that all uses on one site are compatible and complementary.
 - b. There is adequate parking to meet the City Code.
4. The existing transitional housing use and the continuation of this use in perpetuity meets the City Zoning Ordinance definition for transitional housing, which complies with State law. Per California Government Code Section 65583, transitional housing must be treated as a residential use only, subject to only the same restrictions as other housing of the same type in the subject zoning district. The sole requirement for the approval of a Use Permit Amendment is that Lourdes Convent is located within a PD District. A Use Permit Amendment would be required for other similar residential uses proposed for the “yellow hallway” such as a manager’s or caretaker residence.

Conditions of Approval for UP19-039

1. The conditions of approval for this Use Permit Amendment UP19-039 supersede the conditions of UP16-057. Except as modified by the conditions of this Use Permit Amendment, all conditions of approval for Use Permit UP79-18 relating to the use and operation of the Lourdes Convent are unchanged and shall remain in effect.
2. This Use Permit Amendment approves the continuation of the 1,995 square-foot “yellow hallway” area of the convent as a single residential dwelling unit (including a kitchen) for transitional housing. As approved, the residential dwelling unit is approved for a shared household.
3. As the primary tenant of the “yellow hallway,” Homeward Bound is responsible for managing the oversight of unit residency and operation. As presented in the Use Permit Amendment UP16-057 application, unit residents must be participants in the Homeward Bound program, meet the screening criteria for occupancy, enter into an occupancy agreement and comply with the Code of Conduct for residency.
4. This Use Permit Amendment shall allow the existing transitional housing use of the “yellow hallway” area to continue in perpetuity. In the event the property owner determines to cease such use in this area or ceases to operate the premises as a convent, written notice shall be provided to the City. Should the property owner decide to convert the yellow hallway area to a use other than for residential convent rooms, a zoning determination shall be requested with the City to determine the appropriate permit requirements.

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

AYES:

NOES:

ABSENT:

LINDSAY LARA, City Clerk

ATTACHMENT 2

Public Hearing Notice



UPDATED NOTICE OF PUBLIC HEARING – CITY COUNCIL

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

PROJECT: 77 Locust Avenue (Lourdes Convent) – Request for an amendment to the Use Permit for the Lourdes Convent (UP16-057) to permit the continued use of the “Yellow Hallway” area (1,995-square foot area of the convent) as a single dwelling unit for transitional housing, which is shared by two adult women and their children. You received an earlier meeting notice for this application to be considered at the December 2 City Council meeting. The date for this request has been rescheduled for the Monday, December 16, 2019 City Council meeting (see details below). The amendment requests that the transitional housing use be continued in perpetuity or until such time the applicant notifies the City of its intent to cease such use. On May 15, 2017, the City Council denied two appeals and upheld the Zoning Administrator’s approval of a Use Permit amendment establishing this transitional housing use, which was conditioned as a temporary use for two years. APN: 015-112-23; Planned Development (PD) Zoning District; Applicant: Gary Ragghianti; Sisters of the Third Order of St. Dominic Congregation of the Most Holy Name Support Charitable Trust, property owner; Case No: UP19-039.

As required by state law, the project’s potential environmental impacts have been assessed. Planning staff recommends a finding that this project will not have a significant effect on the environment and is Categorical Exempt from the provisions of the California Environmental Quality Act (CEQA) under 14 CCR Section 15301 (Existing Facilities).

MEETING DATE/TIME/LOCATION: Monday, December 16, 2019, 7:00 p.m. City Council Chambers, 1400 Fifth Ave at D St, San Rafael, CA

FOR MORE INFORMATION: Contact Paul Jensen, Project Planner at 415-485-5064 or paul.jensen@cityofsanrafael.org. You can also come to the Planning Division office, located in City Hall, 1400 Fifth Avenue, to look at the file for the proposed project. The office is open from 8:30 a.m. to 5:00 p.m. on Monday, Tuesday and Thursday and 8:30 a.m. to 1:30 p.m. on Wednesday and Friday. You can also view the staff report after 5:00 p.m. on the Friday before the meeting at <http://www.cityofsanrafael.org/meetings>

WHAT WILL HAPPEN: You can comment on the project. The City Council will consider all public testimony and decide whether to approve or deny the application.

IF YOU WANT TO COMMENT: You can send written correspondence by email to the address above, or by post to the Community Development Department, Planning Division, City of San Rafael, 1400 5th Avenue, San Rafael, CA 94901. You can also hand deliver it prior to the action date.

At the above time and place, all written correspondence received will be noted and all interested parties will be heard. If you challenge in court the matter described above, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered at, or prior to, the above referenced public meeting (Government Code Section 65009 (b) (2)).

Judicial review of an administrative decision of the City Council must be filed with the Court not later than the 90th day following the date of the Council’s decision. (Code of Civil Procedure Section 1094.6)

Sign Language and interpretation and assistive listening devices may be requested by calling (415) 485-3085 (voice) or (415) 485-3198 (TDD) at least 72 hours in advance. Copies of documents are available in accessible formats upon request.

Public transportation to City Hall is available through Golden Gate Transit, Line 22 or 23. Para-transit is available by calling Whistlestop Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple, chemical sensitivity to attend the meeting, individuals are requested to refrain from wearing scented products.

ATTACHMENT 3

Correspondence

Paul Jensen

From: Chris Santilli Johnson
Sent: Monday, November 11, 2019 3:11 PM
To: Paul Jensen
Subject: support for 77 Locust Ave (Lourdes Convent)

Dear Mr. Jensen,

I fully support the continuation of the use of the Lourdes Convent at 77 Locust Ave. for transitional housing. Its success for the last two years gives credence to its value to the community.

re:

Case # UP 19-039

APN: 015-112-23

Sincerely,
Christine Johnson
Adjunct Professor at Dominican University and local resident

San Rafael, CA 94901

Homeward Bound

OF MARIN

December 6, 2019

Paul Jensen
Community Development Director
City of San Rafael
1400 Fifth Avenue
San Rafael, CA. 94901

Dear Mr. Jensen,

On behalf of Homeward Bound of Marin, we are grateful for the opportunity to extend our partnership with the Dominican Sisters of San Rafael at the Yellow Hallway.

The Sisters, in their wisdom and generosity, have created a model partnership to address a pressing community issue, family homelessness. The Yellow Hallway is a safe haven for mothers and children to gain supportive stability in their journey out of homelessness.

We are grateful, also, for the City of San Rafael's expansive vision in support of this project, recognizing that there is much to be gained for the entire community in promoting strategies to end homelessness in our midst.

Thank you for your confidence in this extraordinary service partnership!

In gratitude,



Mary Kay Sweeney, Ph.D.
Executive Director



SISTERS OF ST. DOMINIC
CONGREGATION OF THE MOST HOLY NAME

1520 Grand Avenue
San Rafael CA 94901-2236

December 6, 2019

Mr. Paul Jensen
Community Development Director, City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

RECEIVED
DEC 09 2019
PLANNING

Dear Mr. Jensen,

On the occasion of the upcoming use permit renewal for our Yellow Hallway Project to be brought before the Planning Commission, I wanted to take a moment to express words of appreciation on behalf of the Dominican Sisters of San Rafael. What began more than three years ago as an answer to a congregational commitment to put our resources to the best possible use to serve the community has flourished into a community success story thanks to the support of your office, the mayor's office, and the City of San Rafael.

The Yellow Hallway Project is a wonderful partnership we enjoy with Homeward Bound of Marin that meets a real need in our community, and we are grateful to the City of San Rafael for believing in this project and for the vote of confidence that brought this vision to fruition.

We believe that fruitful community partnerships such as the one we enjoy with Homeward Bound provide a wonderful opportunity to provide for those in need while creating collaborative opportunities to engage community leaders and neighbors in meaningful and life-giving work.

I know I speak on behalf of all the Sisters when I say thank you for your belief in the Yellow Hallway Project.

Sincerely,

Sister Carla Kovack, OP

Sister Carla Kovack, OP
Prioress General



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

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

City Manager Approval:

File No.: 18.06.77

TOPIC: CHANGING SPEED LIMITS ON THREE STREETS IN SAN RAFAEL

SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING SAN RAFAEL SPEED ZONES TO CHANGE THE SPEED LIMITS ON FRANCISCO BOULEVARD WEST FROM SECOND STREET TO RICE DRIVE, AND THE COMMERCIAL AREAS OF DU BOIS STREET AND WOODLAND AVENUE

RECOMMENDATION:

Pass the ordinance amending San Rafael speed zones to change the speed limits on Francisco Boulevard West, Du Bois Street, and Woodland Avenue to print.

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

In April 2018, the City entered into an agreement with W-Trans to conduct the Engineering and Traffic Surveys update. In March 2019, the proposed speed limit change from 25 mph to 30 mph on Los Gamos Drive and Redwood Highway was presented to City Council and accepted. In September 2019, the City completed the E&TS for segments previously affected by abnormal traffic patterns due to construction for PG&E and SMART projects. As shown in Attachment A, the surveys were conducted for the remaining eight roadway segments during non-holiday weeks in the month of September 2019, on typical weekdays under normal free flowing conditions.

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

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

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

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

| Roadway Segment Limit | Existing Speed | Proposed Speed |
|---|-----------------------|-----------------------|
| DuBois Street from Irwin Street to Woodland Avenue | 25 mph | 30 mph |
| Francisco Boulevard West from Second Street to Rice Drive | 35 mph | 30 mph |
| Woodland Avenue from DuBois Street to Auburn Street | 25 mph | 30 mph |

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

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

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

FISCAL IMPACT: The minimal fiscal impact resulting from speed limit sign replacements and pavement marking changes to be performed by the Streets Maintenance Division staff is covered under the existing budget as part of general operations.

COMMUNITY OUTREACH: Public outreach was made through posting of the City Council agenda on the City’s official notice bulletin board, posting of the agenda and staff report on the City’s web page, and availability of the agenda and staff report in the City Clerk’s office, and publication in the Marin Independent Journal (Marin IJ). DPW also posted the proposed speed limit changes on Nextdoor for a week and received a minimal number of responses, mixed between support and opposition.

OPTIONS:

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

1. Pass the ordinance to print as presented.
2. Do not pass the ordinance to print.

RECOMMENDED ACTION: Pass the ordinance amending San Rafael speed zones to change the speed limits on Francisco Boulevard West, Du Bois Street, and Woodland Avenue to print.

ATTACHMENTS:

- A. Engineering and Traffic Surveys Recommendations
- B. Ordinance Regarding Speed Limit Change on DuBois Street, Francisco Boulevard West, and Woodland Avenue pursuant to Section 22357 of the California Vehicle Code
- C. Public Hearing Notice

Table 1 – Summary of Engineering and Traffic Surveys

| Street Study Segment | Average Collision Rates | | | Critical Speed (85th Percentile) | Existing Speed Limit | Proposed Speed Limit |
|--|-------------------------|---------------|----------------|--|----------------------------|----------------------------|
| | Segment | San Rafael | State of CA | | | |
| 2 nd St <i>Marquard Ave-Hayes St</i> | 1.99 | 3.80 | 2.22 | 39 | 35 | 35 |
| 4 th St <i>H St-Lincoln Ave</i> | 9.80 | 4.27 | 2.21 | 29 | 25 | 25 |
| <i>Ross Valley Dr-Marquard Ave</i> | 1.12 | 1.12 | 1.48 | 42 | 35 | 35 |
| 5 th Ave <i>Grand Ave-H St</i> | 24.5 | 4.27 | 2.21 | 28 | 25 | 25 |
| <i>H St-West End</i> | 1.87 | 4.27 | 2.21 | 32 | 25 | 25 |
| Andersen Dr <i>Bellam Blvd-Sanitary Treatment Plant</i> | 2.15 | 4.27 | 2.21 | 38 | 35 | 35 |
| <i>Francisco Blvd W-Bellam Blvd</i> | 5.10 | 3.80 | 2.22 | 34 | 35 | 35 |
| <i>Lindaro St-Francisco Blvd W</i> | 2.31 | 4.27 | 2.21 | 39 | 35 | 35 |
| B St <i>Woodland Ave-Second St</i> | 10.01 | 4.27 | 2.21 | 29 | 25 | 25 |
| Balboa St <i>Pt. San Pedro Rd- Lochinvar Rd</i> | 0.00 | 4.27 | 2.21 | 28 | 25 | 25 |
| Civic Center Dr <i>Freitas Pkwy-Ave of the Flags</i> | 2.06 | 2.28 | 1.57 | 36 | 30 | 30 |
| D St <i>Second St-Antonette Ave</i> | 6.89 | 4.27 | 2.21 | 33 | 30 | 30 |
| Du Bois St <i>Irwin St-Woodland Ave</i> | 5.41 | 4.27 | 2.21 | 33 | 25 | 30 |
| Francisco Blvd E <i>Bellam Blvd-Grand Ave</i> | 2.91 | 2.28 | 1.57 | 35 | 30 | 30 |
| <i>Irene St-I-580</i> | 2.70 | 4.27 | 2.21 | 42 | 35 | 35 |
| Francisco Blvd W <i>Rice Dr-2nd Street</i> | 1.24 | 4.27 | 2.21 | 33 | 35 | 30 |
| <i>US 101 S Ramps-Rice Dr</i> | 3.10 | 4.27 | 2.21 | 41 | 35 | 35 |
| Grand Ave <i>Mountain View Ave-Mission Ave</i> | 3.21 | 4.27 | 2.21 | 32 | 25 | 25 |
| Hetheron St <i>Mission Ave-Second St</i> | 16.55 | 7.23 | 1.57 | 31 | 25 | 25 |

Table 1 – Summary of Engineering and Traffic Surveys

| Street Study Segment | Average Collision Rates | | | Critical Speed (85th Percentile) | Existing Speed Limit | Proposed Speed Limit |
|---|-------------------------|--------------|--------------|-------------------------------------|----------------------|----------------------|
| | Segment | San Rafael | State of CA | | | |
| Irwin St Second St-Mission Ave | 9.43 | 7.23 | 1.57 | 29 | 25 | 25 |
| Kerner Blvd Bellam Blvd-Canal St Irene St-Bellam Blvd | 5.95 2.66 | 4.27 2.66 | 2.21 2.21 | 32 37 | 25 30 | 25 30 |
| Las Colindas Ave Las Ovejas Ave-Las Pavadas Ave | 5.82 | 4.27 | 2.21 | 32 | 25 | 25 |
| Las Ovejas Ave Montecillo Rd-Las Colindas Ave | 3.94 | 4.27 | 2.21 | 24 | 25 | 25 |
| Lincoln Ave Linden Ln-Irwin St | 8.63 | 4.27 | 2.21 | 32 | 25 | 25 |
| Lindaro St Woodland Ave-2nd St | 5.05 | 4.27 | 2.21 | 31 | 25 | 25 |
| Los Gamos Rd Lucas Valley Rd-End | 1.83 | 4.27 | 2.21 | 33 | 25 | 30 |
| Manuel T. Freitas Pkwy Montecillo Rd-Redwood Hwy | 5.26 | 3.80 | 2.22 | 38 | 35 | 35 |
| Mission Ave Embarcadero Wy-Lincoln Ave Lincoln Ave-H St | 9.17 4.79 | 4.27 4.27 | 2.21 2.21 | 28 31 | 25 25 | 25 25 |
| Montecillo Rd Nova Albion Wy-Las Ovejas Ave | 3.75 | 4.27 | 2.21 | 31 | 25 | 25 |
| Mountain View Ave Grand Ave-End | 0.00 | 4.27 | 2.21 | 32 | 25 | 25 |
| N San Pedro Rd Los Ranchitos Rd-Golf Ave | 1.65 | 2.28 | 1.57 | 37 | 30 | 30 |
| Northgate Dr Las Gallinas Ave-Los Ranchitos Rd | 2.11 | 4.27 | 2.21 | 28 | 25 | 25 |
| Professional Center Pkwy Redwood Hwy-Channing Wy | 4.33 | 4.27 | 2.21 | 27 | 25 | 25 |
| Redwood Hwy Smith Ranch Rd-4222 Redwood Hwy 4222 Redwood Hwy-Freitas Pkwy | 0.99 3.32 | 4.27 4.27 | 2.21 2.21 | 37 33 | 30 25 | 30 30 |

Table 1 – Summary of Engineering and Traffic Surveys

| Street <i>Study Segment</i> | Average Collision Rates | | | Critical Speed (85th Percentile) | Existing Speed Limit | Proposed Speed Limit |
|---|-------------------------|------------|-------------|-------------------------------------|----------------------|----------------------|
| | Segment | San Rafael | State of CA | | | |
| Riviera Dr <i>Pt. San Pedro Rd-Biscayne Dr</i> | 4.06 | 4.27 | 2.21 | 29 | 25 | 25 |
| Smith Ranch Rd <i>Redwood Hwy-End</i> | 1.69 | 3.80 | 2.22 | 39 | 35 | 35 |
| Woodland Ave <i>B St-Du Bois St</i> | 2.63 | 4.27 | 2.21 | 28 | 25 | 25 |
| <i>Du Bois St-Auburn St</i> | 1.77 | 4.27 | 2.21 | 30 | 25 | 30 |

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

Changes to Posted Speed Limits

The four segments with recommendations for increased speed limits are discussed below. Each segment currently has a posted speed of 25 mph and a recommendation to increase the speed limit to 30 mph based on the analytical findings of this survey combined with engineering judgement. Additionally, there is one segment with a recommendation to decrease the speed limit from 35 mph to 30 mph.

DuBois Street - Irwin Street to Woodland Avenue

Despite a posted speed limit of 25 mph, the critical speed was measured as 33 mph. Although this would round to 35 mph, it is outside the pace of 24 to 34 mph. Based on this along with a high collision rate, a reduction to 30 mph is recommended. This would represent **an increase of 5 mph**.

Francisco Boulevard West - Rice Drive to 2nd Street

The sampled critical speed for this segment of Francisco Boulevard West is 33 mph. As the pace is 24 to 34 mph, it is recommended that the critical speed be rounded down to 30 mph. This would result in **a decrease of 5 mph**.

Los Gamos Road - Lucas Valley Road to End

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

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

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

Woodland Avenue - DuBois Street to Auburn Street

This segment of Woodland Avenue has a below-average collision rate and a critical speed of 30 mph, which is within the pace. Therefore, it is recommended that the speed limit be set at 30 mph, **an increase of 5 mph**.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAN RAFAEL REGARDING SPEED LIMIT CHANGE ON FRANCISCO BOULEVARD WEST, WOODLAND AVENUE, AND DU BOIS STREET PURSUANT TO SECTION 22357 OF THE CALIFORNIA VEHICLE CODE

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

DIVISION 1. FINDINGS.

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

WHEREAS, the speed limit on Du Bois Street is now 25 mph, the speed limit on Woodland Avenue is 25 mph, and the speed limit on Francisco Boulevard West is now 35 mph; and

WHEREAS, engineering and traffic studies have been prepared for Du Bois Street, Woodland Avenue, and Francisco Boulevard West consistent with Section 627 of the California Vehicle Code that identify recommended maximum speed limits, and based thereon, the City's Traffic Engineer has determined and recommended that the maximum speed limit on both streets should be changed to 30 mph to facilitate the orderly movement of vehicular traffic, and would be reasonable and safe;

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

DIVISION 2. SPEED LIMIT ESTABLISHED.

The prima facie speed limit on Du Bois Street from Irwin Street to Woodland Avenue is hereby increased to 30 mph and shall be effective when appropriate signs giving notice thereof are erected upon the street.

DIVISION 3. SPEED LIMIT ESTABLISHED.

The prima facie speed limit on Woodland Avenue from Du Bois Street to Auburn Street is hereby increased to 30 mph and shall be effective when appropriate signs giving notice thereof are erected upon the street.

DIVISION 4. SPEED LIMIT ESTABLISHED.

The prima facie speed limit on Francisco Boulevard West from 2nd Street to Rice Drive is hereby decreased to 30 mph and shall be effective when appropriate signs giving notice thereof are erected upon the street.

DIVISION 5. ENVIRONMENTAL REVIEW.

This Ordinance is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15061(b)(3) as it can be seen with certainty that it will not have a significant effect on the environment.

DIVISION 6. PUBLICATION. EFFECTIVE DATE.

This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published, and circulated in the City of San Rafael, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

GARY O. PHILLIPS, Mayor

ATTEST:

LINDSAY LARA, City Clerk

The foregoing Ordinance No. ____ was introduced at a Regular Meeting of the City Council of the City of San Rafael, held on the 16th day of December 2019 and ordered passed to print by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the 21st day of January 2020.

LINDSAY LARA, City Clerk

Marin Independent Journal

4000 Civic Center Drive, Suite 301
San Rafael, CA 94903
415-382-7335
legals@marinij.com

2070419

CITY OF SAN RAFAEL
CITY OF SAN RAFAEL
CITY CLERK, ROOM 209
1400 FIFTH AVENUE, SAN RAFAEL, CA 94901
SAN RAFAEL, CA 94915-1560

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Marin

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer of the MARIN INDEPENDENT JOURNAL, a newspaper of general circulation, printed and published daily in the County of Marin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Marin, State of California, under date of FEBRUARY 7, 1955, CASE NUMBER 25566; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

12/06/2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated this 6th day of December, 2019.



Signature

PROOF OF PUBLICATION

Legal No. **0006433654**

CITY OF SAN RAFAEL NOTICE OF PUBLIC HEARING

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

PROJECT: PROPOSED ORDINANCE IMPLEMENTING A SPEED LIMIT INCREASE FROM 25 MILES PER HOUR (MPH) TO 30 MPH ON DU BOIS STREET FROM IRWIN STREET TO WOODLAND AVENUE AND WOODLAND AVENUE FROM DU BOIS STREET TO AUBURN STREET. PROPOSED SPEED LIMIT DECREASE FROM 35 MPH TO 30 MPH ON FRANCISCO BOULEVARD WEST FROM SECOND STREET TO RICE DRIVE

The City of San Rafael is updating the Engineering & Traffic Surveys so the San Rafael Police Department can enforce speeding violations by radar gun and so the speed limits can be upheld in court. State law requires jurisdictions to reverify posted speeds periodically to determine whether there have been significant changes to the roadway or traffic conditions. Of the eight roadway segments that were updated in this round, three are proposed to have a speed limit change to 30 mph, namely increases from 25 mph on Du Bois Street from Irwin Street to Woodland Avenue and Woodland Avenue from Du Bois Street to Auburn Street, and a decrease from 35 mph on Francisco Boulevard West from Second Street to Rice Drive.

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

MEETING DATE & LOCATION:
Monday, December 16, 2019 at 7:00 P.M.
San Rafael City Hall – City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

WHAT WILL HAPPEN: You can comment on the proposed speed limit changes on Du Bois Street, Woodland Street, and Francisco Boulevard West. The City Council will accept all public testimony and consider whether to adopt the ordinance.

IF YOU CANNOT ATTEND :
You can send written correspondence by email to the address below, or by mail/hand delivery to the Public Works Department, City of San Rafael, Attention: Lauren Davini, 111 Morphew Street, San Rafael, CA 94901. You may also email a letter to Lindsay Lara, City Clerk of San Rafael at Lindsay.lara@cityofsanrafael.org.

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

SAN RAFAEL CITY COUNCIL

/s/ Lindsay Lara
Lindsay Lara
CITY CLERK

no.1586 Dec. 6, 2019



Agenda Item No: 6.a
Meeting Date: December 16, 2019

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Shibani Nag,
Director of Employee Experience

City Manager Approval: 

TOPIC: PUBLIC SAFETY BARGAINING UNIT SIDE LETTERS EXTENDING CURRENT MEMORANDUMS OF UNDERSTANDING (MOU)

- SUBJECT:**
- 1) RESOLUTION APPROVING SIDE LETTER WITH SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
 - 2) RESOLUTION APPROVING SIDE LETTER WITH SAN RAFAEL FIREFIGHTERS' ASSOCIATION
 - 3) RESOLUTION APPROVING SIDE LETTER WITH SAN RAFAEL POLICE ASSOCIATION
 - 4) RESOLUTION APPROVING SIDE LETTER WITH SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

RECOMMENDATIONS:

Staff recommends approval of the four Public Safety Bargaining Unit Side Letters between the City of San Rafael and the San Rafael Fire Chief Officers' Association (SRFCOA), the San Rafael Firefighters' Association (SRFA), the San Rafael Police Association (SRPA) and the San Rafael Police Mid-Management Association (SRPMMA).

Staff additionally recommends the same compensation adjustments for the Police Chief and Fire Chief positions due to their safety status. Those adjustments will be specifically recommended for formal approval at a later time when the Council considers the Unrepresented Executive Management salary resolution.

BACKGROUND / ANALYSIS:

In late 2018, the City of San Rafael entered into Memorandums of Understanding (MOU) with the City's four public safety bargaining units ([SRFCOA](#), [SRFA](#), [SRPA](#) and [SRPMMA](#)) for a two-year term from July 1, 2018 through June 30, 2020. The City and each of the respective bargaining units have reached

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

tentative agreements to extend the current MOUs by one year, extending all four MOUs through June 30, 2021.

Salary Increases: It is recommended that job classes represented by these four bargaining units receive a 2.0% base wage increase in the first pay period including July 1, 2020 and a 2% equity adjustment in the first pay period including January 1, 2021. These increases are equivalent to a 3% increase over the next fiscal year, which is consistent with the Bay Area November 2019 CPI Index. Attached are resolutions approving each of the recommended side letter agreements.

FISCAL IMPACT:

SRFCOA

The current total annual salary and benefit cost to the City for the 4 full-time equivalent (FTE) positions of SRFCOA is \$1,362,563. The total additional one-year cost is \$61,539.

SRFA

The current total annual salary and benefit cost to the City for the 67 full-time equivalent (FTE) positions of SRFA is \$14,925,667. The total additional one-year cost is \$636,245.

SRPA

The current total annual salary and benefit cost to the City for the 84 full-time equivalent (FTE) positions of SRPA is \$16,203,754. The total additional one-year cost is \$668,876.

SRPMMA

The current total annual salary and benefit cost to the City for the 6 full-time equivalent (FTE) positions of SRPMMA is \$2,037,330. The total additional one-year cost is \$ 87,876.

The costs associated with these MOU extensions are in line with the City's current budget projections for next fiscal year. The four public safety bargaining unit salary schedules will be updated accordingly, if the side letters are approved, and will be presented for informational purposes along with the FY 20-21 budget.

OPTIONS:

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

1. Adopt the resolutions approving the Side Letters.
2. Adopt resolutions with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTIONS:

1. Adopt resolution to approve the Side Letter with the San Rafael Fire Chief Officers' Association (SRFCOA).
2. Adopt resolution to approve the Side Letter with the San Rafael Firefighters' Association (SRFA).
3. Adopt resolution to approve the Side Letter with the San Rafael Police Association (SRPA).
4. Adopt resolution to approve the Side Letter with the San Rafael Police Mid-Management Association (SRPMMA).

ATTACHMENTS:

1. Resolution (SRFCOA) with attached Side Letter

2. Resolution (SRFA) with attached Side Letter
3. Resolution (SRPA) with attached Side Letter
4. Resolution (SRPMMA) with attached Side Letter

RESOLUTION NO.

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL
APPROVING A MEMORANDUM OF UNDERSTANDING SIDE
LETTER AGREEMENT BETWEEN THE CITY OF SAN RAFAEL
AND THE SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION**

WHEREAS, on November 5, 2018 the City of San Rafael entered into a Memorandum of Understanding with the San Rafael Fire Chief Officers' Association ("SRFCOA") for a two-year term from July 1, 2018 to June 30, 2020 (the "MOU"); and

WHEREAS the City and the SRFCOA have reached a tentative agreement to extend the MOU by one year, through June 30, 2021 as set forth in the attached "Side Letter between the San Rafael Fire Chief Officers' Association and the City of San Rafael"; and

WHEREAS, under the tentative agreement, job classes represented by SRFCOA will receive a 2.0% base wage increase in the first pay period including July 1, 2020 and a 2% equity adjustment in the first pay period including January 1, 2021; and

WHEREAS, these increases are equivalent to a 3% increase over the next fiscal year, which is consistent with the Bay Area November 2019 CPI Index; and

WHEREAS, the proposed increase in compensation is in line with the City's current budget projections;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael hereby approves the attached "Side Letter Agreement between the San Rafael Fire Chief Officers' Association and the City of San Rafael" extending the MOU to June 30, 2021.

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 16th of December 2019, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

**SIDE LETTER BETWEEN THE
THE SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
AND
THE CITY OF SAN RAFAEL**

The City of San Rafael (hereinafter referred to as "City") and the San Rafael Fire Chief Officers' Association (hereinafter referred to as the "Association") entered into a Memorandum of Understanding ("MOU") with a term beginning on July 1, 2018 and terminating on June 30, 2020. The City and the Association are collectively referred to herein as the "Parties." The Parties now wish to extend this MOU one year and provide a wage increase.

Effective December 16, 2019, the Parties mutually agree to extend the MOU one year to end on June 30, 2021 and to provide bargaining unit members a 2% salary increase in the first pay period after July 1, 2020 and a 2% equity adjustment in the first pay period after January 1, 2021. The two step increases over the final year of this extended MOU is equivalent to 3% increase and is consistent with the Bay Area November 2019 CPI index.

The specific provisions contained in this Side Letter are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Side Letter. Except as provided here, all wages, hours, and other terms and conditions of employment presently Association in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to make the following changes to the MOU to read as follows:

Paragraph 3 of the MOU

This Side Letter shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned for salary and employee benefit adjustment for the period commencing July 1, 2018 and ending June 30, 20201. When ratified by the City Council, this Side Letter shall be binding upon the San Rafael Fire Chief Officers' Association, the employees it represents, and the City of San Rafael.

1.1.2 Term of Memorandum of Understanding (MOU)

This agreement shall be in effect from July 1, 2018 through June 30, 20201.

1.7.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after July 1, 20201.

1.7.3 Effective Dates

This Agreement will be in effect from July 1, 2018 through June 30, 2020~~1~~. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

1.10.1 Modification/Waiver

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after July 1, 2020~~1~~.

1.10.2 Effective Dates

This Agreement will be in effect from July 1, 2018 through June 30, 2020~~1~~. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

3.1.1 General Wage Increase

Effective the pay period including September 1, 2018 the City will increase base wages for all employees by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.

Effective the first pay period after July 1, 2020, the City will increase base wages for all employees by 2.0%.

Effective the first pay period after January 1, 2021, the City will provide an equity adjustment for all employees of 2.0%.

RESOLUTION NO.

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL
APPROVING A MEMORANDUM OF UNDERSTANDING SIDE LETTER
AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND THE SAN RAFAEL
FIREFIGHTERS' ASSOCIATION, I.A.F.F. LOCAL 1775**

WHEREAS, on October 1, 2018 the City of San Rafael entered into a Memorandum of Understanding with the San Rafael Firefighters' Association, I.A.F.F. Local 1775 ("SRFA") for a two-year term from July 1, 2018 to June 30, 2020 (the "MOU"); and

WHEREAS the City and the SRFA have reached a tentative agreement to extend the MOU by one year, through June 30, 2021 as set forth in the attached "Side Letter between the San Rafael Firefighters' Association, I.A.F.F. Local 1775 and the City of San Rafael"; and

WHEREAS, under the tentative agreement, job classes represented by SRFA will receive a 2.0% base wage increase in the first pay period including July 1, 2020 and a 2% equity adjustment in the first pay period including January 1, 2021; and

WHEREAS, these increases are equivalent to a 3% increase over the next fiscal year, which is consistent with the Bay Area November 2019 CPI Index; and

WHEREAS, the proposed increase in compensation is in line with the City's current budget projections;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael hereby approves the attached "Side Letter Agreement between the San Rafael Firefighters' Association, I.A.F.F. Local 1775 and the City of San Rafael" extending the MOU to June 30, 2021.

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 16th of December 2019, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

**SIDE LETTER BETWEEN THE
THE SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F. LOCAL 1775
AND
THE CITY OF SAN RAFAEL**

The City of San Rafael (hereinafter referred to as "City") and the San Rafael Firefighters' Association, I.A.F.F., Local 1775 (hereinafter referred to as the "SRFA") entered into a Memorandum of Understanding ("MOU") with a term beginning on July 1, 2018 and terminating on June 30, 2020. The City and the SRFA are collectively referred to herein as the "Parties." The Parties now wish to extend this MOU one year and provide a wage increase.

Effective December 16, 2019, the Parties mutually agree to extend the MOU one year to end on June 30, 2021 and to provide bargaining unit members a 2% salary increase in the first pay period after July 1, 2020 and a 2% equity adjustment in the first pay period after January 1, 2021. The two step increases over the final year of this extended MOU is equivalent to 3% increase and is consistent with the Bay Area November 2019 CPI index.

The specific provisions contained in this Side Letter are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Side Letter. Except as provided here, all wages, hours, and other terms and conditions of employment presently Association in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to make the following changes to the MOU to read as follows:

Paragraph 3 of the MOU

This Side letter shall be presented to the San Rafael City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 20201.

1.7.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after July 1, 20201.

1.7.3 Effective Dates

This Agreement will be in effect from July 1, 2018 through June 30, 20201. It shall be automatically renewed from year to year thereafter unless either party shall have notified the

other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

3.1.2 *Salary Increases*

Effective the first full pay period including September 1, 2018, the City will increase base wages for all employees by 2.0%

Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.

Effective the first pay period after July 1, 2020, the City will increase base wages for all employees by 2.0%.

Effective the first pay period after January 1, 2021, the City will provide an equity adjustment for all employees of 2.0%.

Future salary adjustments for Fire Mechanics will be based on labor market comparisons of Fire Mechanic positions that perform similar duties of the City's Fire Mechanic.

Effective July 1, 2008, the Fire Captain Specialist base hourly pay rate will be set at 5% above the Fire Captain base hourly pay rate (see Exhibit B).

RESOLUTION NO.

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL
APPROVING A MEMORANDUM OF UNDERSTANDING SIDE
LETTER AGREEMENT BETWEEN THE CITY OF SAN RAFAEL
AND THE SAN RAFAEL POLICE ASSOCIATION**

WHEREAS, on September 4, 2018 the City of San Rafael entered into a Memorandum of Understanding with the San Rafael Police Association (“SRPA”) for a two-year term from July 1, 2018 to June 30, 2020 (the “MOU”); and

WHEREAS the City and the SRPA have reached a tentative agreement to extend the MOU by one year, through June 30, 2021 as set forth in the attached “Side Letter between the San Rafael Police Association and the City of San Rafael”; and

WHEREAS, under the tentative agreement, job classes represented by SRPA will receive a 2.0% base wage increase in the first pay period including July 1, 2020 and a 2% equity adjustment in the first pay period including January 1, 2021; and

WHEREAS, these increases are equivalent to a 3% increase over the next fiscal year, which is consistent with the Bay Area November 2019 CPI Index; and

WHEREAS, the proposed increase in compensation is in line with the City’s current budget projections;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael hereby approves the attached “Side Letter Agreement between the San Rafael Police Association and the City of San Rafael” extending the MOU to June 30, 2021.

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 16th of December 2019, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

**SIDE LETTER BETWEEN THE
THE SAN RAFAEL POLICE ASSOCIATION
AND
THE CITY OF SAN RAFAEL**

The City of San Rafael (hereinafter referred to as “City”) and the San Rafael Police Association (hereinafter referred to as the “SRPA”) entered into a Memorandum of Understanding (“MOU”) with a term beginning on July 1, 2018 and terminating on June 30, 2020. The City and the SRPA are collectively referred to herein as the “Parties.” The Parties now wish to extend this MOU one year and provide a wage increase.

Effective December 16, 2019, the Parties mutually agree to extend the MOU one year to end on June 30, 2021 and to provide bargaining unit members a 2% base wage increase in the first pay period after July 1, 2020 and a 2% base wage equity adjustment in the first pay period after January 1, 2021. The aforementioned increases over the final year of this extended MOU are equivalent to a 3% annualized increase and are consistent with the Bay Area November 2019 CPI index.

The specific provisions contained in this Side Letter are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Side Letter. Except as provided herein, all wages, hours, and other terms and conditions of employment presently in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act (“MMBA”) concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to make the following changes to the MOU to read as follows:

Paragraph 2 of the MOU

This Side Letter shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 2020**1**

1.1.2. Term of MOU

This agreement shall be in effect from July 1, 2018 through June 30, 2020**1**.

1.9.2. Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to meet and confer with respect to any subject or matter covered herein during the period of the term of this MOU. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope to meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2020**1**

3.1.2. General Wage Increases

Base salary increase shall be defined as an increase to general wages, excluding any benefit increases. Salary increases for all bargaining unit positions are established based on the base hourly rates set forth in the table attached as Exhibit A and included as part of this MOU. For the term of this agreement, the following base salary increases shall be applied on the identified effective date:

Effective the first full pay period following City Council ratification of a new MOU, the City will increase base wages for all employees by 2.0%. Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.

Effective the first pay period after July 1, 2020, the City will increase base wages for all employees by 2.0%.

Effective the first pay period after January 1, 2021, the City will provide an equity adjustment for all employees of 2.0%.

RESOLUTION NO.

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL
APPROVING A MEMORANDUM OF UNDERSTANDING SIDE
LETTER AGREEMENT BETWEEN THE CITY OF SAN RAFAEL
AND THE SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION**

WHEREAS, on November 5, 2018 the City of San Rafael entered into a Memorandum of Understanding with the San Rafael Police Mid-Management Association (“SRPMMA”) for a two-year term from July 1, 2018 to June 30, 2020 (the “MOU”); and

WHEREAS the City and the SRPMMA have reached a tentative agreement to extend the MOU by one year, through June 30, 2021 as set forth in the attached “Side Letter between the San Rafael Police Mid-Management Association and the City of San Rafael”; and

WHEREAS, under the tentative agreement, job classes represented by SRPMMA will receive a 2.0% base wage increase in the first pay period including July 1, 2020 and a 2% equity adjustment in the first pay period including January 1, 2021; and

WHEREAS, these increases are equivalent to a 3% increase over the next fiscal year, which is consistent with the Bay Area November 2019 CPI Index; and

WHEREAS, the proposed increase in compensation is in line with the City’s current budget projections;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael hereby approves the attached “Side Letter Agreement between the San Rafael Police Mid-Management Association and the City of San Rafael” extending the MOU to June 30, 2021.

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 16th of December 2019, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

**SIDE LETTER BETWEEN THE
THE SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION
AND
THE CITY OF SAN RAFAEL**

The City of San Rafael (hereinafter referred to as “City”) and the San Rafael Police Mid-Management Association (hereinafter referred to as the “Association”) entered into a Memorandum of Understanding (“MOU”) with a term beginning on July 1, 2018 and terminating on June 30, 2020. The City and the Association are collectively referred to herein as the “Parties.” The Parties now wish to extend this MOU one year and provide a wage increase.

Effective December 16, 2019, the Parties mutually agree to extend the MOU one year to end on June 30, 2021 and to provide bargaining unit members a 2% salary increase in the first pay period after July 1, 2020 and a 2% equity adjustment in the first pay period after January 1, 2021. The two step increases over the final year of this extended MOU is equivalent to 3% increase and is consistent with the Bay Area November 2019 CPI index.

The specific provisions contained in this Side Letter are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement. Except as provided here, all wages, hours, and other terms and conditions of employment presently Association in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act (“MMBA”) concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to make the following changes to the MOU to read as follows:

Paragraph 3 of the MOU

This Side Letter shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 20201.

1.1.2 Term of MOU

This agreement shall be in effect from July 1, 2018 through June 30, 20201.

1.9.2. Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, not as to wages or fringe benefits during the period of the term of this MOU. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 20201.

3.1.2. General Wage Increase

For the term of this agreement, the following base salary increases shall be applied on the identified effective date:

Effective the pay period including September 1, 2018 or upon approval by the City Council, whichever is latest, the City will increase base wages for all employees by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.

Effective the first pay period after July 1, 2020, the City will increase base wages for all employees by 2.0%.

Effective the first pay period after January 1, 2021, the City will provide an equity adjustment for all employees of 2.0%.

6.b 2020 Vice-Mayor

Select Vice-Mayor for the City of San Rafael 2020 (CC)

Recommended Action - Select Vice-Mayor for 2020

City Council Appointments 2020

| Position | 2019 | 2020 |
|---|--|--|
| Vice-Mayor, City Council | Andrew McCullough | <u>Kate Colin</u> |
| Other Agencies (OA) | | |
| San Rafael Sanitation District | Gary O. Phillips (C) Maribeth Bushey Andrew McCullough (Alt) | Gary O. Phillips (C) Maribeth Bushey Andrew McCullough (Alt) |
| Central Marin Sanitation Agency (informational only- appointed by SRSD) | Maribeth Bushey Dean DiGiovanni Katie Rice (1 st Alt) Alan Zahradnik (2 nd Alt) Marc Solomon (3 rd Alt) | Maribeth Bushey Dean DiGiovanni Katie Rice (1 st Alt) Alan Zahradnik (2 nd Alt) Marc Solomon (3 rd Alt) |
| City Rep. to Association of Bay Area Government (ABAG) | Maribeth Bushey | Maribeth Bushey |
| Joint Powers Authority Oversight Committee | Kate Colin | Kate Colin |
| League of California Cities, North Bay Division | Maribeth Bushey Andrew McCullough (Alt) | Maribeth Bushey Andrew McCullough (Alt) |
| Sonoma/Marin Area Rail Transit (SMART) | Gary O. Phillips Maribeth Bushey (Alt) | Gary O. Phillips Maribeth Bushey (Alt) |
| County Priority-Setting Committee (re Community Development Block Grant Funds) | John Gamblin Kate Colin (Alt) | John Gamblin Kate Colin (Alt) |
| MCE | Andrew McCullough John Gamblin (Alt) | Andrew McCullough John Gamblin (Alt) |
| Transportation Authority of Marin (TAM) Board of Commissioners | Gary O. Phillips Kate Colin (Alt) | Gary O. Phillips Kate Colin (Alt) |
| Transportation Authority of Marin (TAM) - Safe Routes to Schools Program | Kate Colin | Kate Colin |
| County of Marin - Las Gallinas Watershed Program | John Gamblin | John Gamblin |
| City Council Standing Committees, Adhoc Subcommittees & Liaisons | | |
| City Council Standing Committees (Noticed public meetings) | | |
| Climate Change Action Plan Quarterly Update Forum | Kate Colin | Kate Colin |
| City/School Liaison Committee (Noticed Joint City Council /Schools meeting) | Gary O. Phillips John Gamblin | Gary O. Phillips John Gamblin |
| Economic Development Committee | Kate Colin Gary O. Phillips (C) | Kate Colin Gary O. Phillips (C) |
| Finance Committee | Gary O. Phillips (C) John Gamblin | Gary O. Phillips (C) John Gamblin |
| San Rafael Neighborhoods Association | Gary O. Phillips (C) John Gamblin (1 st Alt) Kate Colin (Alt) | Gary O. Phillips (C) John Gamblin (1 st Alt) Kate Colin (Alt) |
| General Plan 2040 Steering Committee | Maribeth Bushey Kate Colin (Alt) | Maribeth Bushey Kate Colin (Alt) |
| Library Foundation Board | Maribeth Bushey | Maribeth Bushey |

City Council Appointments 2020

| | | |
|---|---|--|
| Wildfire Advisory Committee | Gary Phillips Maribeth Bushey | Gary Phillips Maribeth Bushey |
| City Council Adhoc Subcommittees (Not subject to Brown Act) | | |
| Adhoc City/County Liaison Committee | Gary O. Phillips (C) Kate Colin | Gary O. Phillips (C) Kate Colin |
| Adhoc Pension/Other Post-Employment Benefits (OPEB) Subcommittee | Gary O. Phillips (C) John Gamblin | Gary O. Phillips (C) John Gamblin |
| Adhoc SMART Subcommittee | Gary O. Phillips (CC) Maribeth Bushey (CC) | Gary O. Phillips (CC) Maribeth Bushey (CC) |
| Adhoc Homelessness Subcommittee | Gary O. Phillips John Gamblin (C) | Gary O. Phillips John Gamblin (C) |
| Adhoc Facilities Subcommittee | Gary O. Phillips (C) Andrew McCullough | Gary O. Phillips (C) Andrew McCullough |
| New Library Adhoc Subcommittee | Maribeth Bushey (C) Andrew McCullough | Maribeth Bushey (C) Andrew McCullough |
| Adhoc Multi-Use Path Subcommittee | Andrew McCullough (C) Gary O. Phillips | Andrew McCullough (C) Gary O. Phillips |
| Adhoc Latino Civic Leadership Initiative | Kate Colin Gary O. Phillips (Alt) | Kate Colin Gary O. Phillips (Alt) |
| Adhoc Mayor's Advisory Group (Canal Advisory) | Gary O. Phillips John Gamblin | Gary O. Phillips John Gamblin |
| Council Liaisons to Boards, Commissions and Committees (Open, noticed meetings) | | |
| ADA Access Advisory Committee | John Gamblin | John Gamblin |
| Bicycle and Pedestrian Advisory Committee | Kate Colin | Kate Colin |
| Board of Library Trustees | Maribeth Bushey | Maribeth Bushey |
| Business Improvement District Advisory Group | John Gamblin | John Gamblin |
| <u>Cannabis Industry Tax Oversight Committee (Measure G)</u> | | <u>Kate Colin</u> <u>John Gamblin</u> |
| Citizens Advisory Committee "CAC" on Economic Development and Affordable Housing | John Gamblin | John Gamblin |
| Design Review Board | Andrew McCullough | Andrew McCullough |
| Fire Commission | Gary O. Phillips Andrew McCullough | Gary O. Phillips Andrew McCullough |
| Measure E Transaction and Use Tax Oversight Committee | Gary O. Phillips | Gary O. Phillips |
| Special Library Parcel Tax Committee (Measure D) | Maribeth Bushey | Maribeth Bushey |

City Council Appointments 2020

| | | |
|---|---|---|
| Pickleweed Advisory Board <u>Committee</u> | Kate Colin | Kate Colin |
| Park and Recreation Commission | John Gamblin | John Gamblin |
| Planning Commission | Gary O. Phillips | Gary O. Phillips |
| Joint Powers Agreement (JPA) | | |
| Marin County Animal Control | Jim Schutz | Jim Schutz |
| Marin County Hazardous and Solid Waste Joint Powers Authority Board and Executive Committee | Jim Schutz Cristine Alilovich (Alt) | Jim Schutz Cristine Alilovich (Alt) |
| Marin Emergency Radio Authority (MERA) Governing Board | Diana Bishop Glenn McElderry (Alt) Robert Sinnott (Alt) | Diana Bishop Glenn McElderry (Alt) Robert Sinnott (Alt) |
| Marin Emergency Radio Authority (MERA) Executive Board 9/2018 | Christopher Gray | Christopher Gray |
| Marin General Services Authority | Jim Schutz Cristine Alilovich (Alt) | Jim Schutz Cristine Alilovich (Alt) |
| Marin Telecommunications Agency | Andrew McCullough Maribeth Bushey (Alt) | Andrew McCullough Maribeth Bushey (Alt) |
| Marin County Council of Mayors & Councilmembers (MCCMC) | | |
| Legislative Committee | Maribeth Bushey transitioned to John Gamblin | John Gamblin |
| Marin Transit District | Kate Colin | Kate Colin |
| Homeless Policy Maker Group | Kate Colin | Kate Colin |
| Climate Mitigation Committee | Kate Colin | Kate Colin |
| Pension | John Gamblin Gary Phillips (Alt) | John Gamblin Gary Phillips (Alt) |
| Disaster Preparedness | Maribeth Bushey Gary Phillips (Alt) | Maribeth Bushey Gary Phillips (Alt) |