



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development & Public Works

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Development Director &
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City Manager Approval: *AS*

TOPIC: VILLAGE AT LOCH LOMOND MARINA DEVELOPMENT

SUBJECT: 110 Loch Lomond Drive (Loch Lomond Marina) - Request for City Council review and approval of the following for the Village at Loch Lomond Marina development:

- a) **New Consolidated Subdivision Improvement Agreement to cover and provide securities for construction of the remaining project infrastructure improvements including flooding improvements at the playground on the central jetty and access path area near the marina breakwater;**
- b) **Memorandum of Understanding; and**
- c) **Amendment to the Below Market Rate (BMR) Housing Agreement, which would permit the property owner/applicant to buy-out the remaining six (6), unconstructed BMR units approved for the second phase of the development.**

APN: 016-070-09; Planned Development (PD-1860) District; Marina Village Associates, LLC, owner/applicant; File No(s): INF20-006.

EXECUTIVE SUMMARY:

The Village at Loch Lomond Marina mixed-use development was approved by the City in 2007. Grading and construction commenced in 2014. Much of the project improvements have been installed or built including the first phase of "The Strand" residential development, Andy's Market and the publicly accessible park and recreation areas. However, the second phase of The Strand and most of the marina support buildings have not been built. Further, portions of the park and recreation areas have experienced substantial flooding during peak storm events and King Tides, which must be addressed before these areas are accepted by the City as complete. The two Subdivision Improvement Agreements, SIA-1 (Phase 1) and SIA-2 (Phase 2) approved in 2014 and 2015, respectively, are expired although the bonds provided as security for the agreements remain in place.

Marina Village Associates, LLC (MVA), property owner/developer, has been working with City staff to address the improvements needed in the areas prone to flooding, and to address completion of the subdivision improvements and building construction. More recently, MVA has reported that the sale of the marina portion of the development to Safe Harbor Marinas (SHM) is pending. A new Consolidated

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

Subdivision Improvement Agreement (SIA) has been prepared to cover: a) completion of flooding improvements for the two impacted areas, as well as other minor, outstanding improvements from Phase 1 (SIA-1); and b) completion of Phase 2 (SIA-2) improvements for the second phase of Strand and required, off-site road and utility improvements along Point San Pedro Road. Public Works Department staff finds the new SIA, improvement plans, estimated construction costs, and proposed securities for these improvements (two bonds) to be acceptable, reasonable, and adequate. While there are several outstanding Bay Conservation and Development Commission (BCDC) permits/clearances required for specific improvements that are included in the improvement plans, the SIA includes contingencies to cover potential changes in these specific improvements.

Second, MVA has also reported that it is negotiating a potential sale of the second phase of The Strand to a local home builder. The terms of this sale are contingent upon MVA receiving City approval to “buy-out” the six (6) unbuilt below market rate (BMR) for-sale units in the second phase of the development. Eleven (11) of the seventeen (17) required BMR units have been built and are occupied in the first phase of The Strand. As outlined in this report, the buy-out amount has been negotiated at \$3.6+ million, which, if approved by the City Council would be a substantial addition to the City’s Affordable Housing Trust Fund. Staff is in support of this buy-out proposal. A Memorandum of Understanding has also been drafted documenting the agreed upon terms between MVA, the Marin Housing Authority, and the City to facilitate the execution of the Subdivision Improvement Agreement and BMR Agreement Amendment.

Lastly, time is of the essence on this project. As noted, the pending sale of the marina and the potential sale of the residential development are contingent upon the City’s action on the SIA and the BMR Agreement Amendment. Further, State grant funding opportunities for developing affordable housing projects are currently available but: a) they include expectations for matching local funds; and b) there are deadlines for filing such requests. The \$3.6+ million contribution to the Affordable Housing Trust Fund would be significant because it would increase the City’s ability to demonstrate matching local funds for grant funding requests.

RECOMMENDATION:

Staff recommends City Council take the following actions:

1. Adopt a Resolution authorizing the Mayor and City Manager to execute a Consolidated Subdivision Improvement Agreement;
2. Adopt a Resolution authorizing the City Manager to execute a Memorandum of Understanding; and
3. Adopt a Resolution authorizing the City Manager to execute a First Amendment to the Below Market Rate (BMR) Housing Agreement.

BACKGROUND:

Project History

The Loch Lomond Marina encompasses 131+ acres of tidelands, marina basin and uplands located at 110 Loch Lomond Drive and Point San Pedro Road. In August 2007, the City approved the Village at Loch Lomond Marina mixed-use development for the marina site. Note, all City approval documents addressing environmental impacts, property zoning and land use project design and subdivision are available on the [Loch Lomond Marina webpage](#) on the City’s website.

City approvals, which included a property rezoning, Vesting Tentative Map, Environmental and Design Review Permit and a Master Use Permit authorized the following:

- Retention of and improvements to the existing, full-service marina including public launch, fueling facilities, harbormaster's office and boat repair. Of the 517 boat berths, 52 were approved for "liveaboards" allowing permanent residency. Improvements include, among others, a new harbormaster's office, new boat repair building, new fuel storage and pump facilities, and re-skinning the yacht club building.
- Development of a new Andy's Market, a full-service grocery store, on the west side of the marina site. North of the market, a new mixed-use building is approved to include neighborhood commercial uses and services, and five (5) residential units (above commercial).
- Development of 81 residential units in four housing types: detached, single-family residences, detached residential cottages, townhomes, and the residential condominiums developed in the mixed-use building (noted above). Of the 81 units, 17 (20%) are required to be sold to owners that qualify in the "below-market-rate" household income levels of low- and moderate-income.
- Development of an expansive marina green, boardwalk and both active park (playground) and passive park (walking trails/paths, picnic areas) areas, as well as the installation of a kayak launch ramp at the east end of the marina and a kayak dock adjacent to the public launch. The City approvals require that these recreation amenities be retained in private ownership but be open and accessible to the public.
- As the publicly accessible recreation amenities are to be retained in private ownership the City approvals require the establishment of a Mello-Roos "Community Facilities District" ("CFD") to ensure long-term maintenance of these facilities. The CFD requires that the property owners within the geographic boundaries of this district (marina property boundaries comprised of the marina owners, commercial property owners and residential owners) be responsible for the cost of maintenance. The CFD was formed in 2009.
- Enhancement, expansion and preservation of an existing seasonal wetland, which is located at the eastern edge of the marina site.

Subsequent to City approvals, permits were issued by the Bay Conservation and Development Commission (BCDC), US Army Corps of Engineers and Regional Water Quality Control Board.

Following the initial City entitlements, the City approved and recorded two (2) Final Subdivision Maps and approved accompanying Subdivision Improvement Agreements for Phase 1 (SIA-1) and Phase 2 (SIA-2). The Phase 1 Final Map, improvement plans, SIA-1 and posted securities (over \$5 million) cover the construction of the subdivision 'backbone' infrastructure (roads, utilities), park improvements and site grading for the entire marina development area. The Phase 2 Final Map, improvement plans, SIA-2 and posted securities (over \$1.9 million) exclusively cover the residential development area (The Strand) and required off-site road and utility improvements along Point San Pedro Road.

Current Status of Village at Loch Lomond Marina Development

Grading and construction on the Village at Loch Lomond Marina commenced in 2013. The status of the project improvements and facilities is as follows:

- Nearly all subdivision improvements and utilities have been installed.
- The publicly accessible marina green, boardwalk, park/playground facilities, and public restrooms are complete and open for public use. In addition, the upgrades to the marina breakwater have been completed, which includes a paved path that is accessible to the public. The public access improvements in the center plaza area are not complete and the new kayak dock and launch ramp are not installed.
- The seasonal wetland restoration has been completed and fenced to prohibit access to the area and to ensure protection of wildlife. The bird viewing area and interpretive signage have not been installed.

- Forty-four (44) of the homes in the residential development (“The Strand”) are constructed and occupied. Five of the market rate homes in this first phase are not built. The building permits for these home sites have expired. The second phase of The Strand (32 homes) is not built. This area (formerly occupied by Andy’s Market) has been graded and is being surcharged.
- A new Andy’s Market has been constructed and is open for business.
- The mixed-use building is not built. A building permit has been filed and reviewed by the City. The permit has been ready to be issued since April 2019.
- The marina day use parking is installed and the public boat launch is open.
- The new harbormaster’s office (with small restaurant) is not built. A building permit was issued and extended several times but is now expired.
- The boat repair building is not built but the building pad area has been graded for construction. A building permit application has been filed, is being processed and near ready to be issued.
- The yacht club building has not been re-skinned. A building permit application has been filed but is not complete.
- The fuel storage and pumping facilities have not been installed. A building permit is required for these improvements, but an application has not been filed with the City. Further, BCDC approval is required for improvements within its jurisdiction.
- SIA-1 and SIA-2 have expired although the bonds securing the agreements are still in place.

Several key factors have influenced the slow pace of the construction schedule and overall project progress. First, within the last four-five years, two areas of the site have experienced extensive flooding during peak storm events and King Tides: a) the publicly accessible path and picnic area entrance to the breakwater; and b) the playground located on the central jetty. When flooding is experienced, these areas are inaccessible for use. Further, the flooding has caused damage to the infrastructure/improvements. MVA has hired a marine engineering consultant to develop flooding improvement plans for these two areas (described below under Project Description and presented in Attachment 1) to remedy the condition. Second, the flooding improvement plans and other changes to approved improvements have required the approval BCDC, which has several permit and permit amendment processes that are time consuming.

To boost construction progress, the City staff has provided several incentives to MVA such as: 1) providing continual extensions to issued building permits to keep them active; 2) offering to reactivate expired building permits without new fees; and 3) approving minor changes to approved plans and to proposed improvements at an administrative level.

Current Proposal

Within the past several months, staff has been coordinating with MVA to address the outstanding construction and other measures to promote build-out of the marina development project. MVA made a management change and the new Senior Manager has enhanced communication with the City, which has been beneficial. During this time, there has been a breakthrough on several key actions and activities, which are presented in detail in MVA’s March 9, 2020 letter to the City (see Attachment 4). The following is a summary of the key actions and activities outlined in the letter:

1. MVA has announced that that it has entered into an agreement to potentially sell the marina portion of the development to Safe Harbor Marinas (SHM), a well-known marina operator/owner in the US. Locally, SHM operates marinas in Emeryville and Alameda. If the purchase is successful, SHM would construct a portion of the remaining building improvements including the new harbormaster’s office/restaurant building, the new boat repair building and the re-skinning of the yacht club building. Under this purchase agreement, MVA would be responsible for

completing the flooding improvements in the two areas of the marina site (described below), and installation of both the kayak dock and kayak launch. MVA would be responsible for securing the permits for these improvements (BCDC and City building permits) and assisting SHM in securing the permits for the fuel storage and pumping facilities. There are several other conditions of the purchase which are described below. As presented in the attached letter from MVA, SHM has stated that their intent is to build the marina facilities described above over a projected eight (8) month period commencing this summer. The work would be completed for a planned grand opening in early summer 2021. If successful, escrow on the sale would close in late April/early May 2020.

2. MVA has reported that it is currently working with a local residential builder that has a strong interest in purchasing the second phase of The Strand and the mixed-use building that is approved for the site north of Andy's Market. At present, the discussions have been confidential, and the builder's name has not been disclosed. One of the terms of the potential purchase is for MVA to obtain City approval to release the six (6) unbuilt BMR units (two BMR units in the mixed-use building and four BMR units in the second phase of The Strand) so that these units are available to the builder for construction and sale as market rate units. As reported in the MVA letter, a commitment on a construction schedule cannot be made as such a schedule is driven by the market. However, it is the intent of the potential residential builder to start construction as soon as possible following close of escrow.
3. The MVA letter also provides a detailed status report on the timing of a list of specific improvements, including the status of the BCDC permitting.

In response to the above actions and activities, MVA is requesting City approval of the following:

New Subdivision Improvement Agreement (SIA) for Completing Flooding Improvements and Remaining Phase 1 and 2 Improvements

As indicated above, SIA-1 and SIA-2 are expired. Most of the improvements required under SIA-1 have been completed and the City is ready to accept that they are completed, however the improvements required under SIA-2 are mostly incomplete. The remaining improvements to be completed and covered under a new Consolidated SIA are described as follows:

1. Phase 1 'rework' of previously completed areas. This work includes the flooding improvements for the entrance to the breakwater (path and picnic area) and the central jetty (playground). Broadly described, the City and BCDC-approved flooding improvement plans prepared by Noble Consultants/GEC, dated August 2, 2019 (attached as an Exhibit to Attachment 1.a) propose the following:
 - a. Breakwater connector. Raising the grade at the west end and east end of the connector, thus maintaining a lower depressed area at the center of the connector. This depressed area would allow tidewater from the marina basin to flow into the adjacent seasonal wetland. This flow is necessary to maintain the viability for the seasonal wetland to properly function as a biological resource. To maintain permanent flood-free access in the depressed area, a wood bridge/boardwalk would be installed, which would include the required bird viewing area. The flooding improvement plans for this area require adjustments in the location of current facilities (benches, picnic tables, fish cleaning area and parking lot terminus) and reconfiguring planned improvements (required kayak launch).
 - b. Playground on Central Jetty. Raising the grade along the eastern and western edges of the jetty to create a wall or physical barrier which would partially encircle and protect the

playground area from high tides. Further, lowering the southern tip of the jetty and creating a nature-based barrier.

BCDC has approved a permit amendment (Permit Amendment #5), which authorizes and requires the above flooding improvements. Permit Amendment #5 requires that MVA commence the flooding improvements before December 31, 2020 and complete the improvements prior to December 31, 2021.

Outstanding Phase 1 improvements beyond those included in BCDC Permit Amendment #5 include removing the temporary harbor master's office, connecting the boardwalk to the public path on the adjacent San Pedro Cove open space, fencing along the western property boundary, signage at the public restrooms, the kayak launch near the entrance to the breakwater, and the installation of the required kayak dock and access ramp to be located between the public boat launch and the yacht club building.

2. Remaining Phase 2 improvements. Remaining Phase 2 improvements covered under expired SIA-2 include: a) completion of the second phase of "The Strand" area surcharge, Bayharbor Way improvements, utilities and infrastructure in this area; and b) completion of required off-site road and utilities improvements along Point San Pedro Road.

MVA has provided an Opinion of Probable Construction Costs that estimates the construction costs of building the remaining improvements and flood improvements shown on these plans.

A new Consolidated Subdivision Improvement Agreement (SIA) has been drafted and is presented as an exhibit to Attachment 1 of this report (Resolution). In addition to covering the above, the SIA includes the following terms:

- City release of the \$5,000,000 security (bond) that is currently being held for expired SIA-1.
- City release of the \$1,947,000 security (bond) that is currently being held for expired SIA-2.
- Posting new securities for the new SIA in the amount of \$2,400,000 (improvement bond) and \$1,200,000 (payment bond).
- Requiring a completion date of all improvements of December 31, 2021 consistent with completion date required by BCDC Permit Amendment #5.

Below Market Rate (BMR) Housing Agreement Amendment

MVA is requesting that the City approve an amendment to their existing recorded Below Market Rate (BMR) Housing Agreement. This amendment would reduce the on-site BMR ownership units currently required from seventeen (17) units to eleven (11) units. In exchange for amending the BMR agreement, MVA will buy-out the remaining six (6) units for \$3.6+ million to be allocated to the City's affordable housing trust fund.

ANALYSIS:

New Consolidated Subdivision Improvement Agreement (SIA) (Attachment 1)

Staff has worked closely with MVA in developing the new SIA to ensure it adequately covers the flooding improvements, outstanding Phase 1 improvements and the completion of Phase 2 improvements. As noted, the new SIA requires completion of the work by December 31, 2021, consistent with the completion date for flooding improvements required by BCDC Permit Amendment #5. In view of the current state of emergency due to COVID-19, the proposed SIA includes a provision allowing tolling of the agreement term during any period work is stopped by governmental order due to COVID-19. The current State and

County stay-at-home orders do not preclude work on this development since it has an affordable housing component.

Regarding the costs and securities (bond amounts), the Public Works Department has reviewed these costs and is in agreement that they are reasonable and adequate. Further, Public Works staff has requested MVA to provide new performance and payment bonds, in the amount of \$2,400,000 and \$1,200,000 respectively, to assure the City that the improvements shown on the plans will be constructed.

Lastly, it should be noted that there are several design details in the improvement plans subject to change as they require yet-to-be secured permits and/or clearances from BCDC. Specifically, the design and scope of the kayak dock that is to be installed adjacent to the public boat launch has changed since the initial project approval. While City staff has approved an updated kayak dock design, it is subject to BCDC approval and could change through their review process. Further, the kayak launch that is included in the flooding improvement plan for the breakwater access is narrower than initially permitted (initially designed and approved at a width of 20 feet; 14 feet now proposed). Both BCDC and the City may require adjustments to the plans to achieve a wider launch. As these issues are not worked out at this time, the SIA allows for minor adjustments and contingencies in the event there are plan changes.

First Amendment to BMR Housing Agreement (Attachment 3)

Staff has worked closely with MVA to develop an amendment to their existing Below Market Rate (BMR) Housing Agreement. This amendment would reduce the on-site BMR ownership units currently required from seventeen (17) units to eleven (11) units. In exchange for amending the BMR agreement, MVA will buy-out the remaining six (6) units for \$3,686,400 to be allocated to the City's affordable housing trust fund. Staff and MVA determined the buyout amount utilizing the formula outlined in Section 8 of the amendment to the BMR agreement and agreed upon sales amounts used in that formula. The details of this buyout and formula are outlined in **Memorandum of Understanding** section below.

To date, MVA has built and sold eleven (11) for-sale BMR units in the first phase of The Strand. These units represent two-thirds of the inclusionary housing requirement for providing first time buyer housing for households in the low- and moderate-income level. The remaining six (6) units required to be built under the BMR agreement include:

BMR Unit Type	Bed/Bath	AMI Affordability Level
Townhome	3/2.5	120%
Townhome	3/2.5	120%
SFH- Detached	3/2.5	80%
SFH- Detached	3/2.5	120%
Flat	3/2.5	80%
Flat	3/2.5	120%

The \$3.6+ million buyout would provide a significant boost to the City's affordable housing trust fund. Adding to the fund would be timely because of other affordable housing projects under development in need of local housing funding. Further, approval of this buyout would set precedent for Staff to pursue similar policy and development opportunities to reduce the constraints to housing development consistent with the [housing policy priorities approved by the City on January 21st, 2020](#). These opportunities include revisiting the City's inclusionary housing and affordable in-lieu fee requirements and making adjustments informed by the process conducted with MVA.

Memorandum of Understanding (Attachment 2)

Staff is requesting that the City Council approve a Memorandum of Understanding (MOU) documenting the agreed upon terms between MVA, the Marin Housing Authority, and the City to facilitate the execution of the Subdivision Improvement Agreement and BMR Agreement Amendment. A key element of this MOU is agreeing to the main terms used in the formula determining the BMR buyout amount. These factors are outlined in Section 8 of the First Amendment to the BMR Agreement and include: the below market rate sale price of the units, the sale price of the units on the open market without restrictions, and the normal selling and closing costs. The buyout amount was then determined using the below formula:

$$\text{Buyout Amount} = 75\% \times [(\text{Open Market Sale Price} - \text{Selling and Closing Costs}) - \text{BMR Sale Price}]$$

Section 8 of the BMR Agreement was initially designed to be used if the applicant was unable to sell the BMR units. These units would have then been sold on the open market. In such case, the actual sale prices and selling and closing costs would have been used to determine the buyout payment. However, given these six (6) units are not completed and available for sale, MVA and the City mutually agreed to set these amounts through the MOU. Per the MOU, MVA and the City mutually agreed to set the total below market rate sale price at \$2,359,800 and the sale price of the units on the open market without restriction at \$7,500,000. The normal selling and closing costs were mutually agreed to be set at three percent (3%) of the open market sale price, or \$225,000. This normal selling and closing cost is within the industry standard.

Using these mutually agreed upon amounts (presented in the table below) MVA would pay a total buyout of \$3,686,400. The Marin Housing Authority will also be a party to the MOU and has agreed to accept a payment of 1%, or \$36,864, of this buyout amount from the City in lieu of the 10% required by the original BMR Agreement. The remaining \$3,649,536 would then be allocated to the City’s affordable housing trust fund.

Table X. Loch Lomond Marina Buyout

BMR Unit Type	Bed/Bath	AMI Affordability Level	BMR Sales Price	Open Market Sale Price
Townhome	3/2.5	120%	\$446,700	\$1,250,000
Townhome	3/2.5	120%	\$446,700	\$1,250,000
SFH- Detached	3/2.5	80%	\$286,500	\$1,500,000
SFH- Detached	3/2.5	120%	\$446,700	\$1,500,000
Flat	3/2.5	80%	\$286,500	\$1,000,000
Flat	3/2.5	120%	\$446,700	\$1,000,000
<i>Sub-Total</i>			\$2,359,800	\$7,500,000
<i>Selling and Closing Costs (3%)</i>			\$225,000	
Total MVA Buyout			\$3,686,400	
MHA Remittance (1%)			\$36,864	
Affordable Housing Trust Fund Allocation			\$3,649,536	
<i>Average Buyout Per Unit</i>			\$608,256	

Building Construction Schedule

The new Subdivision Improvement Agreement and the BMR Agreement Amendment do not cover, nor do they regulate home or marina building/facility construction. As reported by MVA, should SHM purchase the marina as planned, it is SHM’s intent to commence with construction of the marina buildings

over a projected eight (8) month period commencing this summer. MVA also reports that the local residential builder that is interested in purchasing the second phase of The Strand and the mixed-use building would commence with construction following close of escrow. However, construction is dictated by the market and the state of the economy.

Staff has assessed measures to incentivize construction and other possible mandates in order to address concerns with the slow progress of the build out of the development. However, the City has little leverage to impose or require a specific building construction schedule. The Village at Loch Lomond Marina approvals did not include a Development Agreement, which would have afforded the City the opportunity to impose a building construction schedule and/or deadline. The sole construction schedule mandate in the City approvals for the marina development project requires that the grocery store (Andy's Market) be permitted, built and in operation prior to the demolition of the former Andy's Market. As to the remaining structures, the City approvals provide an entitlement (a right) to build, but these approvals are not structured as a mandate (obligation) that any one or all the buildings or uses must be constructed by the property owner. This particular issue has been raised relative to the marina fueling facilities. The marina has been without fueling facilities for over five years. The right to build new fueling facilities has been approved by the City, but permits are required by the City and BCDC. MVA has stated that the permit plans are in process. While the City approved a "full service" marina, the approvals do not mandate that the fueling facilities must be installed and provided.

Environmental Review

As required by the California Environmental Quality Act (CEQA), the Village at Loch Lomond Marina Development was subject to environmental review. A comprehensive Environmental Impact Report (EIR) was prepared in 2006 and the Final EIR was certified by the City Council in 2007. The project activities and actions that are being currently considered and summarized in this staff report have been reviewed for compliance with the CEQA Guidelines. While the new Consolidated Subdivision Improvement Agreement is linked to the Final Subdivision Map, which is exempt under CEQA, the flooding improvements that propose physical changes to two areas of the site must be assessed. It was determined that the flooding improvements are adequately assessed by the 2007-certified FEIR. An EIR Addendum was prepared to confirm this finding and is on file with the Department of Community Development. This EIR Addendum was also accepted and used by BCDC in its permit actions on the flooding improvements. The BMR Agreement Amendment would not result in a physical change in the environment and therefore subject to the general rule that such actions are exempt from environmental review pursuant to CEQA Guidelines Section 15061.

COMMUNITY OUTREACH:

Notice of the public hearings has been given in accordance with the public review period and noticing requirements contained in Chapter 29 of the Zoning Ordinance. Notice of public hearing was mailed to all property owners and occupants within a 400-foot radius of the site and the representing neighborhood groups at least 15 days prior to the hearing date. In addition, notice of each meeting/hearing was posted at one location on the site at least 15 days prior to each meeting or hearing.

Over the past several years, staff has been meeting monthly with the Marina Oversight Committee; this Committee tracks the actions and activities on this project. The Committee is informal and is comprised of representatives from the Strand, the immediately surrounding neighborhood groups, as well as the Point San Pedro Road Coalition. Correspondence from the Committee representatives is attached.

FISCAL IMPACT:

Adopting a resolution approving the BMR Agreement Amendment and the MOU would authorize a buyout amount of \$3,686,400. This buyout amount would be paid by MVA to the City within forty-five

(45) days following execution of the Amendment but prior to its recordation (with tolling allowed due COVID-19 as provided in the new SIA). The City would then remit 1%, or \$36,864, of this buyout amount to the Marin Housing Authority. The remaining \$3,649,536 would be allocated to the City's affordable housing trust fund (Fund #214).

Additionally, the release of the six (6) BMR units from the BMR restrictions would increase the number of properties paying into existing Mello-Roos CFD for the Loch Lomond Marina. Currently, BMR units are exempted from paying into this CFD. An increase in the number of units paying into this CFD could be used either to marginally lower the CFD per property payments made by property owners within the CFD or to provide additional funding to replace the flooding improvements over time. Staff recommends adding those payments to the capital fund to help maintain the flooding improvements, as those improvements were not included in costs estimated at the time of formation of the CFD. Staff does not expect any other ongoing fiscal impact related to this CFD associated with the release of these BMR units.

There is no fiscal impact to adopting a resolution approving the Subdivision Improvement Agreement.

OPTIONS:

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

- Adopt the attached Resolutions to approve the Subdivision Improvement Agreement, BMR Agreement Amendment and Memorandum of Understanding as recommended by staff:
- Adopt the attached Resolutions with modifications;
- Deny the requests; or
- Take no action and direct staff to return with additional information.

ATTACHMENTS:

1. Resolution authorizing City Manager to sign the Consolidated Subdivision Improvement Agreement, with attached Exhibit A: Agreement with attached exhibits
2. Resolution authorizing the City Manager to sign the Memorandum of Understanding (MOU), with attached Exhibit A: MOU (not including Exhibit)
3. Resolution authorizing the City Manager to sign an Amendment to BMR Housing Agreement, with attached Exhibit A: Amendment
4. Letter to City of San Rafael from Marina Village Associates, LLC, March 9, 2020
5. Public Meeting Notice
6. Correspondence

ATTACHMENT 1

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN AND EXECUTE A NEW CONSOLIDATED SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR THE VILLAGE AT LOCH LOMOND MARINA DEVELOPMENT AT 110 LOCH LOMOND DRIVE

WHEREAS, on August 7, 2007, the City approved the Village at Loch Lomond Marina development. This approval permits a mixed-use development that includes enhanced and upgraded marina facilities, a new grocery store and neighborhood commercial uses, development of 81 residential units and publicly accessible shoreline park and recreation improvements; and

WHEREAS, the August 7, 2007 City approvals include adopted City Council Resolution No. 12332 covering the approval of a Vesting Tentative Map for the mixed-use development. Conditions of approval for the Vesting Tentative Map require that the subdivider (property owner) file for a Final Subdivision Map, which is to be accompanied by subdivision improvement plans. This condition also requires that the property owner enter into a Subdivision Improvement Agreement, which sets the timing for construction of improvements and requires the posting of securities to ensure that the improvements are completed; and

WHEREAS, in 2014, a Final Subdivision Map and improvement plans were filed and recorded covering the first phase of the improvements (Final Map Phase 1). The Final Map Phase 1 divided the marina property into large parcels and included the basic “backbone” improvements such as the site grading, road and utility construction, publicly accessible park, playground and marina green improvements, and the restoration of a seasonal wetland. A Subdivision Improvement Agreement (SIA-1) was approved and securities were posted by the Subdivider; and

WHEREAS, in 2015, a Final Subdivision Map and improvement plans were filed and recorded covering the second phase of the improvements (Final Map Phase 2). The Final Map Phase 2 divided the residential area into lots for the “The Strand” development. The improvement plans under this phase covered site grading for the residential area, road and utility construction for Bayharbor Way, and required off-site roadway and utility improvements along Point San Pedro Road. A Subdivision Improvement Agreement (SIA-2) was approved and securities were posted by the Subdivider; and

WHEREAS, nearly all the improvements covered under SIA-1 have been completed. Regarding SIA-2, the first phase of “The Strand” residential development has been constructed. The off-site improvements along Point San Pedro Road are not completed. Both SIA-1 and SIA-2 have expired but the securities (over \$5 million) have not been released by the City; and

WHEREAS, over the past four years, two publicly accessible park areas of the site have experienced flooding during extreme storm events and King Tides. These effected areas are: a) the access path and picnic area between the terminus of the marina parking lot and the marina breakwater; and b) the playground area on the central jetty. Flooding improvement plans for these two areas have been developed and approved by the City and the Bay Conservation and Development Commission (BCDC); and

ATTACHMENT 1

WHEREAS, as SIA-1 and SIA-2 have expired it has been determined that a new Subdivision Improvement Agreement is necessary to cover: a) completion of minor outstanding improvements addressed in SIA-1; b) the second phase of improvements for The Strand and off-site improvements addressed in SIA-2; and c) completion of the flooding improvement plans approved by the City and BCDC. A new Consolidated Subdivision Improvement Agreement has been prepared to cover the completion of the above described improvements and the posting of new securities; and

WHEREAS, on April 20, 2020, the City Council held a duly noticed public hearing to consider the Consolidated Subdivision Improvement Agreement, the report of the Community Development and Public Works Departments and public testimony.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Manager are hereby authorized to execute, on behalf of the City of San Rafael, the Consolidated Subdivision Improvement Agreement for the Village at Loch Lomond Marina, located at 110 Loch Lomond Drive, subject to final approval as to form by the City Attorney. The Consolidated Subdivision Improvement Agreement and accompanying exhibits are attached hereto as Exhibit A and incorporated herein by reference.

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 20th day of April 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Exhibit A: Consolidated Subdivision Improvement Agreement with accompanying exhibits

City of San Rafael - California

Consolidated Subdivision Improvement Agreement

THIS AGREEMENT is made and entered into by and between the City of San Rafael (hereafter, the “City”), and Marina Village Associates, LLC, a Delaware limited liability company (hereafter, the “Subdivider”).

RECITALS:

- A. Subdivider is the developer of a subdivision and mixed-use development known as the Village at Loch Lomond Marina in the City of San Rafael, County of Marin, State of California (the “Development”).
- B. In January 2014, as part of Subdivider’s applications to the City for approval of the Development, Subdivider presented to City for approval a final map entitled: “MAP OF THE VILLAGE AT LOCH LOMOND MARINA PHASE 1” (hereafter, the “Phase 1 Final Map”). The City approved the Phase 1 Final Map conditioned, in part, upon Subdivider entering into a Subdivision Improvement Agreement with the City to ensure timely installation of required subdivision improvements after recordation of the map. Thereafter, Subdivider and City entered into that certain “Subdivision Improvement Agreement” dated January 21, 2014 (hereafter, the “Phase 1 SIA”), agreeing to construct certain specified subdivision improvements and to post bonds in the amount of Five Million Dollars (\$5,000,000) as security for the agreement.
- C. In February 2015, as part of Subdivider’s applications to the City for approval of the Development, Subdivider presented to City for approval a final map entitled: “MAP OF THE VILLAGE AT LOCH LOMOND MARINA PHASE 2” (hereafter, the “Phase 2 Final Map”). The City approved the Phase 2 Final Map conditioned, in part, upon Subdivider entering into a Subdivision Improvement Agreement with the City to ensure timely installation of required subdivision improvements after recordation of the map. Subdivider and City entered into that certain “Subdivision Improvement Agreement” dated January 21, 2014 (hereafter, the “Phase 2 SIA”), agreeing to construct certain specified subdivision improvements and to post bonds in the amount of One Million, Nine Hundred Forty-Seven Thousand Dollars (\$1,947,000) as security for the agreement.
- D. Subdivider has now completed a substantial portion of the Phase 1 subdivision improvements, and the City is willing to accept those completed improvements. To facilitate the completion of the Development, City and Subdivider have agreed to enter into this new Consolidated Subdivision Improvement Agreement (“Agreement”) that will supersede the Phase 1 SIA and the Phase 2 SIA and will cover all of the Phase 1 and Phase 2 subdivision improvements remaining to be constructed. City has also agreed to allow Subdivider to replace the securities currently securing the Phase 1 SIA and the Phase 2 SIA with new securities in a reduced amount still sufficient to secure construction of the remaining subdivision improvements covered by this Agreement.
- E. This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 of the San Rafael Municipal Code.

NOW, THEREFORE, the parties agree as follows:

- 1. **Performance of Work**

All of the work and improvements and materials shall be done, performed and installed in strict accordance with the approved plans and specifications for said work on file in the office of the City Engineer of City, which said plans and specifications and standards are hereby referred to and adopted and made part of this agreement. In case there are not any standard specifications of City for any of said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California department of Transportation. Subdivider will do and perform, or cause to be done and performed, at Subdivider's own expense, in a good workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the City Engineer of City, who shall endorse his approval thereon, all of the following work and improvements related to the Subdivision as shown on the attached improvements plans and drawings, incorporated herein by reference, entitled: "PHASE 1 REWORK PREVIOUSLY COMPLETED AREAS EXHIBIT" for Phase 1 "PHASE 2 REMAINING IMPROVEMENTS EXHIBIT" for Phase 2, and "PROJECT DRAWINGS FOR LOCH LOMOND MARINA SITE IMPROVEMENTS" by Noble Consultants for the additional work required by BCDC (collectively hereafter, "the Subdivision Improvements"), all subject to the conditions, requirements and recommendations as set forth by the San Rafael City Council Resolution Nos. 12332 adopted at the San Rafael City Council on the 6th of August, 2007. Subdivider shall also do all work and furnish all materials which, in the opinion of the City Engineer and on his order, are necessary to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or with any changes required or ordered by said Engineer, which in his opinion are necessary or required to complete the work.

2. Soils Engineering Contractor

It is mutually agreed that the City shall determine the soils engineering firm to perform required soils testing and investigation, at the Subdivider's sole expense, during the construction of the Subdivision Improvements.

3. Work. Places and Grades to be fixed by Engineer

All of said work is to be done at the places, of the materials, in the manner, and at the grades, all as shown upon the Improvement Plans and to the satisfaction of the City Engineer.

4. Work. Time for Performance

City hereby fixes the time for the completion of the Subdivision Improvements to be December 31, 2021. At least fifteen (15) calendar days prior to commencement of work hereunder, Subdivider shall notify City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that the City Engineer shall be able to provide services for inspection. Note the City of San Rafael and Marina Village Associates, LLC are closely monitoring any governmental actions in response to the ongoing COVID-19 pandemic. The Judicial Council of California has adopted temporary **emergency rules** in response to the COVID-19 pandemic affecting statutes of limitations among other things, time allotment and potential tolling of conditions of approval, time sensitive work and performance agreements and for completion of map conditions. In the event Subdivider is required, as a result of a governmental order, to stop work being performed pursuant to this Agreement then the time for performance under this Agreement will be extended by a period equal to the duration of the work stoppage, i.e. from the date of work stoppage; until such governmental order is lifted as to Subdivider and work can restart.

5. Time is of Essence - Extension

Time is of the essence of this agreement; provided that in the event good cause is shown therefore, the City Council may extend the time for completion of the Subdivision Improvements hereunder pursuant to San Rafael Municipal Code Section 15.11.130. Any such extension may be granted without notice to the Subdivider's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure

the faithful performance of this agreement. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension.

6. Repairs and Replacements

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments shown on the Phase 1 Final Map and the Phase 2 Final Map which have been destroyed or damaged, as the case may be, or shall pay to the owner(s) thereof, the entire cost of replacement or repairs, of any and all pipes and monuments damaged or destroyed by reason of any work done hereunder, whether such pipes and monuments be owned by the United States or any agency thereof, or the State of California, or any public agency or political subdivision thereof, or by the City or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

7. Utility Deposits. Provision

Subdivider shall make all deposits legally required by each public utility corporation involved in the provision of services for the Subdivision for the connection of any and all public utilities to be supplied by such public utility corporation within the Subdivision, and shall ensure that utilities are available to said Subdivision prior to final occupancy thereof.

8. Permits. Compliance with Law

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of the Subdivision Improvements, and shall give all necessary notices and pay all fees and taxes required by law, as outlined within this agreement in Section 21 **Cost of Engineering, Inspection and Other Fees.**

9. Superintendence by Subdivider

Subdivider shall give personal superintendence to the work on the Subdivision Improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider.

10. Inspection by City

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation. The Subdivider shall pay overtime incurred by City inspectors whenever the Subdivider elects to work on Saturday, Sundays, and holidays, and he shall also pay overtime incurred by any City inspector when Subdivider works any overtime hours. The inspection of work shall not relieve the Subdivider of any of his obligations to complete the Subdivision Improvements as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked and accepted by the City Engineer.

11. Improvement Security

As the Subdivider is requesting to reduce the security currently held by the City in the amount of Five Million Dollars (\$5,000,000) for the Village at Loch Lomond Marina—Phase 1 and One Million, Nine Hundred Forty Seven Thousand Dollars (\$1,947,000) for the Village at Loch Lomond Marina—Phase 2 for the work substantially completed through March 1, 2020 and the City has accepted the completed improvements of said Phase 1 and Phase 2, the Subdivider shall present to and file with the City of San Rafael a surety company bond in the sum Two Million Four Hundred Thousand Dollars (\$2,400,000) issued by a company duly and regularly authorized to do a general surety business in the State of California conditioned upon the faithful performance of this agreement and by its terms made to inure to the benefit of the City of San Rafael. The surety on said bond and form thereof shall be satisfactory to the City Attorney.

12. Alternate Improvement Security

Subdivider may deposit at the time for submission of the bonds mentioned in paragraph 11 above, in lieu of a surety bond, cash in the amount of said required bond with the City Finance Director of the City as a guarantee for the faithful performance of this agreement. The City Finance Director may disburse progress payments to the Subdivider on his order as the work progresses; provided first that the Subdivider shall submit a demand for a progress payment and the demand for payment and the amount is approved, in writing, by the City Engineer of the City. No progress payment allowable hereunder shall be made for more than ninety percent (90%) of the value of any installment of work and not before each installment of work shall have been completed to the satisfaction of the City Engineer.

The final payment for the work to be performed under this agreement shall be made 35 days after formal acceptance of the subdivision by the City upon determination of the City Engineer that all improvements required by this agreement have been completed to his full and complete satisfaction. As the hereinabove-mentioned deposit is a guarantee for the faithful performance of this agreement, the City may, upon a breach, default, or violation of any of the provisions of this agreement resort to the hereinabove-mentioned deposit for the purposes of taking over the work and prosecuting the same to completion. Upon breach, default or other violation of this agreement requiring the City to take over the work, the City Finance Director shall release, to the City Engineer, upon written demand of the City Engineer, such amount or amounts of the deposit remaining as the City Engineer estimates is reasonably necessary to complete the work.

In lieu of the surety bond or cash as required by Title 15 of the San Rafael Municipal Code, an instrument or instruments of credit in the amount of said required bond may be deposited with City upon condition the financial institution furnishing the credit pledges to the City it has the funds necessary, that they are on deposit as guarantee for payment of the public improvements required and that the said funds are held in trust for the purposes set forth in this agreement.

13. Payment Bond (50% of Improvement Cost)

The Subdivider shall present to and file with the City of San Rafael a surety company bond in the sum of One Million Two Hundred Thousand Dollars (\$1,200,000) issued by a company duly and regularly authorized to do a general surety business in the State of California securing payment to the contractors, subcontractors, persons renting equipment or furnishing labor or materials for the Subdivision Improvements. The security may be cash, surety bond, or instrument of credit as permitted by the Subdivision Map Act of the State of California. Such security shall be retained by the City for a period of ninety (90) days following acceptance of the Subdivision Improvements by the City or for such other period as may be required or permitted pursuant to Government Code provisions governing the release of labor and material bonds for subdivision improvements. The surety on said bond and form thereof shall be satisfactory to the City Attorney.

14. Monumentation Bond N/A

15. Maintenance Bond

The Subdivider shall maintain all infrastructure installed but not limited to the items shown on the attached plans titled “PHASE 1 REWORK PREVIOUSLY COMPLETED AREAS EXHIBIT” for Phase 1, “PHASE 2 REMAINING IMPROVEMENTS EXHIBIT” for phase 2, and “PROJECT DRAWINGS FOR LOCH LOMOND MARINA SITE IMPROVEMENTS” by Noble Consultants for the additional work required by BCDC. The Subdivider shall be responsible for all utility cost for the improvements and maintenance including, but not limited to, water and electricity until such time as, in the opinion of the Public Works Director, there is sufficient funding in the Mello-Roos District for Community Facilities District No. 2 (Loch Lomond Marina Development, 110 Loch Lomond Drive) to support all maintenance costs.

16. Hold Harmless Agreement

To the fullest extent permitted by law, Subdivider must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an “Indemnitee,” and collectively the “Indemnitees”) from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, “Liability”) of every nature (including death or injury of persons, or destruction of or damage to property) arising out of or in connection with the acts or omissions of Subdivider, its employees, Contractors and Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Subdivider under this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. Subdivider’s failure or refusal to timely accept a tender of defense pursuant to this Agreement will be deemed a material breach of the Agreement. City will timely notify Subdivider upon receipt of any third-party claim relating to this Agreement, as required by Public Contract Code § 9201. Subdivider waives any right to express or implied indemnity against any Indemnitee. Subdivider’s indemnity obligations under this Agreement will survive the expiration or any early termination of the Agreement.

- A. City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City of any of the insurance policies described in paragraph 18 hereof.
- B. The aforesaid hold harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations, regardless of whether or not City has prepared, supplied or approved of plans, specifications, or either, for the Subdivision, and regardless of whether or not any insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- C. Subdivider agrees that the use of any and all streets and public improvements hereinabove required to be constructed shall be, at all times prior to the final acceptance of the subdivision by the City, at the sole and exclusive risk of the Subdivider. The City may, at its sole option, issue permission to occupy all or a portion of the Subdivision Improvements prior to final acceptance of said Subdivision Improvements. The issuance of any permission to occupy the Subdivision Improvements located within the Subdivision shall not be construed in any manner to be an acceptance and approval of any or all of the streets and improvements in Subdivision, or that stage of development of said streets and improvements represented by their conditions at the time of issuance of said occupancy permit or permits, or any stage of their development reached between the period commencing with the issuance of any occupancy permit, and the final acceptance of the Subdivision.

17. Protection of Public Safety

Subdivider is obligated to protect the public safety during all phases of the work, and shall erect and maintain all necessary barricades, signs and warning devices necessary to ensure public protection. In the event that City discovers a condition on the site which in its determination constitutes an immediate danger to public safety, and Subdivider cannot respond at once, City may erect any barriers, signs and warning devices it deems necessary. In such event, Subdivider shall pay for the labor of City’s crews as specified on the latest fully-burdened rate schedule at the time the work is performed, per worker; plus, the cost of any materials used and a reasonable fee for use of any barricades found necessary. In no event shall Subdivider pay less than one hour minimum per worker assigned if City acts pursuant to this paragraph.

18. Insurance

- A. During the term of this Agreement, Subdivider 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 two million dollars (\$2,000,000) dollars per occurrence.
 3. 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. Subdivider's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against City.
- B. The insurance coverage required of the Subdivider in subparagraph A above shall also meet the following requirements:
1. The commercial general liability insurance and automobile policies shall be specifically endorsed to include the City, its officers, agents, employees, and volunteers, as additional insureds under the policy.
 2. The additional insured coverage under Subdivider's insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by City and shall not call upon City insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in Subdivider's policies shall be at least as broad as ISO form CG20 01 04 13.
 3. The insurance policies shall be specifically endorsed to provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon ten (10) days written notice to the City.
 4. 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.
 5. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
 6. 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.
 7. 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.

- C. Any deductibles or self-insured retentions in Subdivider’s insurance policies must be declared to and approved by the 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 Subdivider shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney’s fees and defense expenses.
- D. Subdivider shall provide to the 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 the Subdivider. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the City Attorney.

19. Repair or Reconstruction of Defective Work

If, within a period of two years after final acceptance of the work performed under this agreement, any structure or part of any structure furnished or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this agreement fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Liability under the contracts of surety or guarantee referred to in paragraphs 11 and 12 of this agreement shall be released upon the completion of all work and public improvements to the satisfaction of the City Engineer as provided and permitted by the Subdivision Map Act of the State of California. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

20. Subdivider Not Agent of City

Neither Subdivider nor any of Subdivider’s agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider’s obligations under this agreement.

21. Cost of Engineering, Inspection and Other Fees

Subdivider shall pay to the City all costs as required by Section 15.11.040 of the San Rafael Municipal Code and condition numbers 44 and 49 of City Council Resolution No. 12332. Subdivider shall also pay overtime incurred by the City’s inspector whenever the Subdivider elects to work overtime or on Saturday, Sunday and Holidays.

Final Map and Improvement Plan Check Fees	\$	0.00
City Fees for Project Oversight and Processing	\$	28,000.00
Construction Inspection Fees (Estimated)	\$	<u>108,000.00</u>
Total	\$	136,000.00

22. Notice of Breach and Default

If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Subdivider should be adjudged a bankrupt, or Subdivider

should make a general assignment for the benefit of Subdivider’s insolvency, or if Subdivider, or any of Subdivider’s contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, City Engineer may serve written notice upon Subdivider and Subdivider’s surety of breach of this agreement, or of any portion thereof, and default of Subdivider.

23. Breach of Agreement. Performance by Surety or City

In the event of any such notice, Subdivider’s surety shall have the duty to take over and complete the work and improvements herein specified; provided however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the agreement and does not commence performance City may elect to take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and in such event, City without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary therefore. The Subdivider shall be liable to the City for any excess costs, claims, damages, liability, or expenses of whatever nature or kind, direct or indirect, including reasonable attorney fees which are directly or indirectly caused by the execution and enforcement of this agreement.

24. Binding of Agreement

This agreement shall bind, and the benefits inure to, the respective parties thereto, their legal representatives, executors, administrators, successors in office or interest, and assigns.

25. Legal Fees

In the event that legal action is necessary to enforce any provision of this agreement, the prevailing party shall be entitled to reasonable attorney fees and legal costs.

Dated this ____ day of _____, 20__

CITY OF SAN RAFAEL:

SUBDIVIDER:

Gary O. Phillips
Mayor

By: _____
Name and Title: _____

ATTEST:

**Marina Village Associates, LLC, A Delaware
Limited Liability Company,
By: Michael Rosenfeld,
Manager**

Lindsay Lara
City Clerk

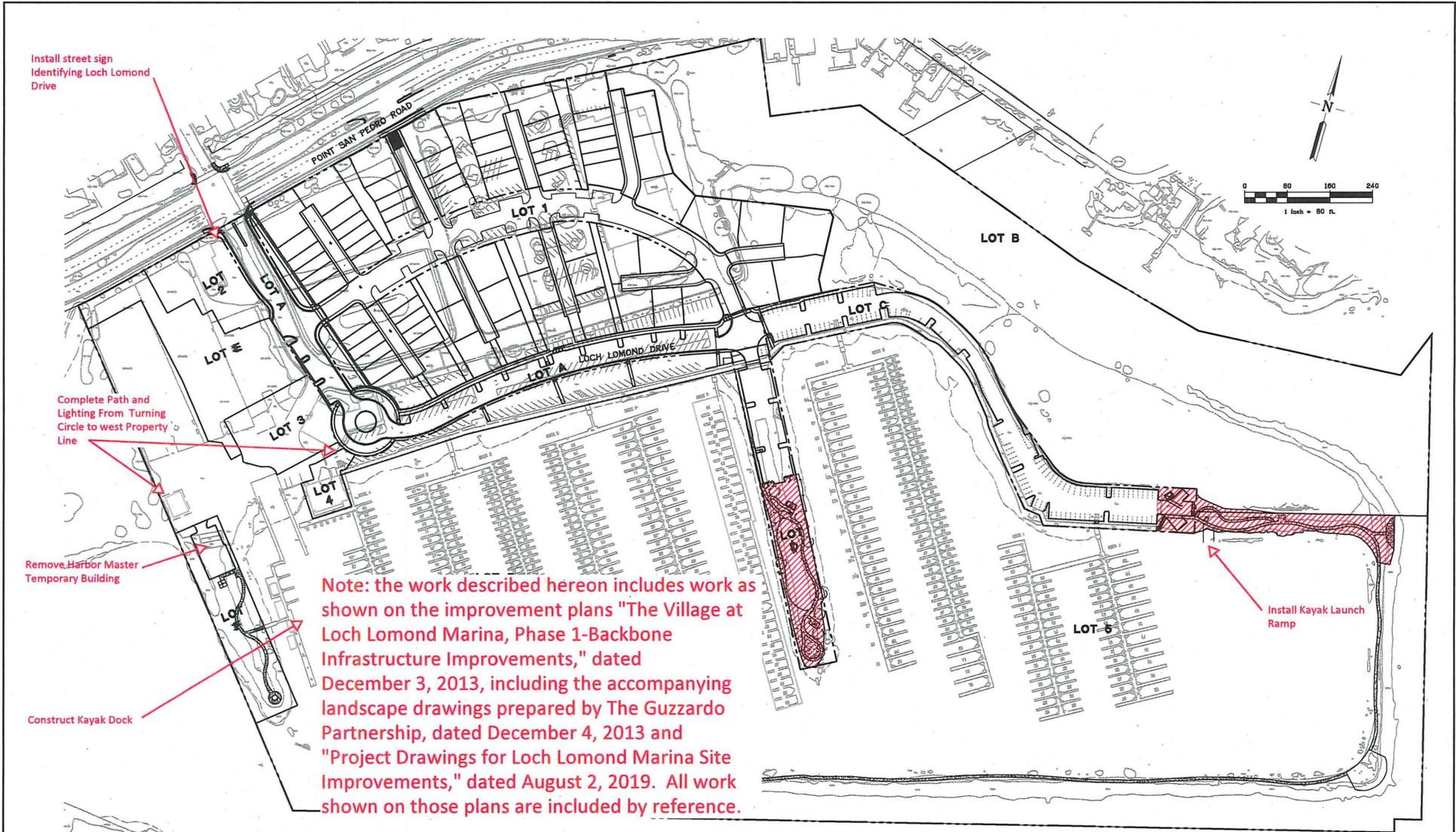
APPROVED AS TO FORM:

Robert F. Epstein
City Attorney

DRAFT DATE: April 10, 2020

APPROVED AS TO CONTENT:

Bill Guerin, Director of Public Works



LEGEND
 REWORK PREVIOUSLY COMPLETED AREAS IN ACCORDANCE WITH BIDC PERMIT AMENDMENT NO. 5.

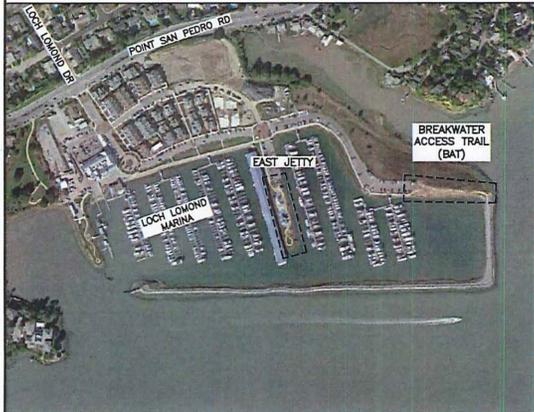
PHASE 1 REWORK PREVIOUSLY COMPLETED AREAS EXHIBIT
VILLAGE AT LOCH LOMOND MARINA

CITY OF SAN RAFAEL, MARIN COUNTY, CALIFORNIA
 FOR: SAN RAFAEL MARINA, LLC

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300



VICINITY MAP



SITE MAP

PROJECT DRAWINGS

FOR

LOCH LOMOND MARINA SITE IMPROVEMENTS

110 LOCH LOMOND DR, SAN RAFAEL, CA 94901

- SYMBOLS**
- @ AT
 - ° DEGREES
 - Ø DIAMETER
 - (E) EXISTING
 - (H) HORIZONTAL
 - # NUMBER
 - (N) NEW
 - ± PLUS OR MINUS/APPROXIMATELY
 - (V) VERTICAL
- ABBREVIATIONS**
- BAT BREAKWATER ACCESS TRAIL
 - AC ASBESTOS-CEMENT
 - ACI AMERICAN CONCRETE INSTITUTE
 - ASTM AMERICAN SOCIETY FOR TESTING AND MATERIALS
 - AWWA AMERICAN WATER WORKS ASSOCIATION
 - CBC CALIFORNIA BUILDING CODE
 - CLR CLEAR
 - CONC CONCRETE
 - CONT CONTINUOUS
 - CSK COUNTERSINK
 - DF DOUGLAS FIR
 - DI DUCTILE IRON
 - DIAG DIAGONAL
 - DIAM DIAMETER
 - DR PIPE DIMENSION RATIO (DIAMETER/WALL THICKNESS)
 - EA EACH
 - EF EACH FACE
 - ELEV ELEVATION
 - EQ SP EQUALLY SPACED
 - EW EACH WAY
 - FE FLANGE END
 - FG FINISHED GRADE
 - FH FLAT HEAD
 - FL FLOW LINE
 - FT FEET
 - FT-LBS FOOT-POUNDS
 - GLULAM GLUED LAMINATED TIMBER
 - HDS HOT DIPPED GALVANIZED
 - HDPE HIGH DENSITY POLYETHYLENE
 - HMA HOT MIX ASPHALT
 - HSS HOLLOW STRUCTURAL SECTION
 - HW HIGH WATER
 - IN INCHES
 - IT JOINT
 - L ANGLE, LEFT, LENGTH
 - LW LOW WATER
 - MATL MATERIAL
 - MAR MARINA
 - MHHV MEAN HIGHER HIGH WATER
 - MHW MEAN HIGH WATER
 - MIN MINIMUM
 - MJ MECHANICAL JOINT
 - MLLW MEAN LOWER LOW WATER
 - MLOW MEAN LOW WATER
 - MTL MEAN TIDE LEVEL
 - NAVD83 NORTH AMERICAN VERTICAL DATUM OF 1983
 - NGVD29 NATIONAL GEODETIC VERTICAL DATUM OF 1929
 - NO NUMBER
 - OC ON CENTER
 - PCC PORTLAND CEMENT CONCRETE
 - PE PLAIN END
 - PL PLATE
 - PO PUSH ON
 - PSI POUNDS PER SQUARE INCH
 - PVC POLYVINYL CHLORIDE
 - R RADIUS, RIGHT
 - RCP REINFORCED CONCRETE PIPE
 - REQ'D REQUIRED
 - SCH SCHEDULE
 - SS STAINLESS STEEL
 - STA STATION
 - TOC TOP-OF CURB
 - TGG TOP OF GUTTER
 - TOP TOP OF PAVEMENT
 - TYP TYPICAL
 - UHMW ULTRA-HIGH MOLECULAR WEIGHT PLASTIC
 - UNO UNLESS NOTED OTHERWISE
 - W/ WITH

SHEET LIST TABLE	
SHEET #	SHEET TITLE
1	TITLE SHEET
2	NOTES
3	DEMOLITION PLAN
4	OVERALL SITE PLAN
5	EAST JETTY GRADING PLAN
6	EAST JETTY SECTIONS
7	BAT GRADING PLAN
8	BAT SECTIONS
9	EAST JETTY TRAIL PLAN & PROFILE
10	EAST JETTY BERM SECTIONS & DETAILS
11	EAST JETTY NORTH RAMP & STAIRS PLANS & DETAILS
12	EAST JETTY SOUTH RAMP & STAIRS PLANS & DETAILS
13	EAST JETTY EAST STAIRS PLAN & ELEVATION
14	BAT TRAIL PLAN & PROFILE
15	BAT BOARDWALK PLAN & DETAILS
16	BAT BOARDWALK DETAILS
17	BAT KAYAK LAUNCH RAMP & DETAILS

SCOPE OF WORK
 RE-GRADING OF PEDESTRIAN PATHS AT TWO SITE LOCATIONS: THE "EAST JETTY" AND THE "BREAKWATER ACCESS TRAIL" (BAT) TO RAISE THE PATHS ABOVE FLOOD LEVELS. TWO NEW ADA-ACCESS RAMPS, AND NEW FENCINGS AT THE EAST JETTY. A NEW KAYAK LAUNCH RAMP AND PEDESTRIAN BOARDWALK AT THE BREAKWATER ACCESS TRAIL. REVEGETATION AT BOTH SITE LOCATIONS.

ISSUED FOR PERMIT REVIEW



NOBLE CONSULTANTS **GEC**

2201 DUPONT DRIVE, SUITE 830
 IRVING, CA 92612
 949-732-1330
 949-732-8361 (FAX)

NO.	DATE	REVISION	DESIGNED BY	DRAWN BY	CHECKED BY	APPROV. BY	PROJECT	SHEET	JOB NO.	SCALE	DATE
			TJF	PMW	TJF	TJF	LOCH LOMOND MARINA SITE IMPROVEMENTS	1	1095-03	AS SHOWN	2 AUG 2019
							TITLE SHEET				
							110 LOCH LOMOND DR, SAN RAFAEL, CA 94901				

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SPECIAL INSPECTION:

IN ACCORDANCE WITH THE 2016 CALIFORNIA BUILDING CODE (CBC) THE FOLLOWING SPECIAL INSPECTIONS ARE REQUIRED:

- 1. CONCRETE CONSTRUCTION PER SECTION 1704.4 OF THE CBC.
- 2. PLASTIC SHEET PILES PER SECTION 1704.8 OF THE CBC.
- 3. OVER EXCAVATION AND REDEMPTION OF SOILS SHALL BE REVIEWED AND APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER, GEOTECHNICS, INC., DURING CONSTRUCTION PER TABLE 1704.7 AND 1704.8 OF THE CBC.

GENERAL NOTES:

- 1. ALL WORK SHALL CONFORM TO THE MINIMUM REQUIREMENTS OF THE MOST CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE SPECIAL PROVISIONS OF THIS PROJECT.
- 2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE JOB SITE CONDITIONS OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS RESPONSIBILITY SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. (TWENTY-FOUR HOURS, 7 DAYS A WEEK, HOLIDAYS INCLUDED).
- 3. REMOVE AND PROPERLY DISPOSE OFF SITE ALL EXISTING PAVEMENT AND CLEAR AND GRUBB THE ENTIRE GRADING FOOTPRINT WITHIN THE LIMITS OF WORK AREA. NO BURNING SHALL BE ALLOWED. RECYCLE ALL ASPHALT CONCRETE MATERIAL.
- 4. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES FOUND.
- 5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS PRIOR TO STARTING WORK SO THAT INSPECTION CAN BE PROVIDED.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ANY IMPROVEMENTS THAT ARE DISTURBED OR DAMAGED DURING THE CONSTRUCTION.
- 7. SITE ACCESS IS LIMITED. THE CONTRACTOR SHALL VERIFY ACCESSIBILITY AND MAKE ALLOWANCES IN HIS BID FOR REQUIRED CONSTRUCTION EQUIPMENT AND MATERIALS.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENFORCEMENT OF SAFETY MEASURES AND REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS AND REGULATIONS.
- 9. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. LOCATION OF ALL EXISTING UTILITIES SHOWN ARE PER AVAILABLE RECORD DRAWINGS OBTAINED DURING DESIGN. THE CONTRACTOR SHALL CONTACT APPROPRIATE AGENCIES TO OBTAIN REVISED, UPDATED, OR AS-BUILT INFORMATION AVAILABLE JUST PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT AND MAINTAIN THE UTILITY LINES SHOWN AND ANY OTHERS NOT OF RECORD OR SHOWN ON THESE DRAWINGS. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES: THE ALBERT SOUTHERN CALIFORNIA Edison, SCS, AND COUNTY OF ORANGE WATER PATROL.
- 10. UPON COMPLETION OF EACH DAY'S WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEAVING THE WORK AREA FREE OF HAZARDOUS AND SOIL. PROVIDE ALL NECESSARY TEMPORARY SIGNS, WARNING DEVICES, AND BARRICADES.
- 11. THE CONTRACTOR SHALL KEEP ACCURATE AND LEGIBLE RECORDS ON A SET OF PROJECT SHEETS, PRINTED IN RED, OF ALL CHANGES IN WORK WHICH OCCUR DURING CONSTRUCTION. PRIOR TO FIELD ACCEPTANCE, THE CONTRACTOR SHALL DELIVER THIS "AS-BUILT" INFORMATION TO THE ENGINEER.

PERMIT REQUIREMENTS:

- 1. THE CONTRACTOR SHALL FULLY COMPLY WITH ALL OF THE REQUIREMENTS OF SECTION D OF THE CONTRACT DOCUMENTS.

GRADING NOTES:

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH SPECIAL REQUIREMENTS OF THE PERMIT.
- 2. THE SOIL ENGINEER AND ENGINEERING GEOLOGIST SHALL PERFORM SUFFICIENT INSPECTIONS AND BE AVAILABLE DURING GRADING AND CONSTRUCTION TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS AND THE CODE WITHIN THEIR PURVIEW.
- 3. THE CML ENGINEER SHALL BE AVAILABLE DURING GRADING TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, CODE AND ANY SPECIAL CONDITIONS OF THE PERMIT WITHIN THEIR PURVIEW.
- 4. THE SOIL ENGINEER AND ENGINEERING GEOLOGIST SHALL, AFTER CLEARING AND PRIOR TO THE PLACEMENT OF FILL IN DITCHES, INSPECT EACH CANYON AREA OF ADVISE STABILITY AND TO DETERMINE THE PRESENCE OR ABSENCE OF SUBSURFACE WATER OR SPRING FLOW. IF NEEDED, SUBSIDIARIES WILL BE DESIGNED AND CONSTRUCTED PRIOR TO THE PLACEMENT OF FILL IN EACH RESPECTIVE CANYON.
- 5. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED PRIOR TO PLACING FILL.
- 6. FIELDS SHALL BE COMPACTED THROUGHOUT TO A MINIMUM OF 90% RELATIVE COMPACTION. AGGREGATE BASE FOR ASPHALTIC AREAS SHALL BE COMPACTED TO A MINIMUM OF 98% RELATIVE COMPACTION. MAXIMUM DENSITY SHALL BE DETERMINED BY UNIFORM BUILDING CODE STANDARD NO. 70-2 OR APPROVED EQUIPMENT AND FIELD DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-2 OR APPROVED EQUIPMENT.
- 7. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 2-FOOT HORIZONTAL TO 1-FOOT VERTICAL (2:1) EXCEPT WHERE SPECIFICALLY APPROVED OTHERWISE.
- 8. EXPORT SOIL MUST BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE APPROVED BY THE DISTRICT GRADING INSPECTOR.
- 9. THE PERMITTEE IS RESPONSIBLE FOR DUST CONTROL MEASURES.
- 10. ALL CONCRETE STRUCTURES THAT COME IN CONTACT WITH THE ON-SITE SOILS SHALL BE CONSTRUCTED WITH TYPE V CEMENT, UNLESS DEEMED UNNECESSARY BY SOLUBLE SULFATE-CONTENT TESTS CONDUCTED BY THE SOIL ENGINEER.
- 11. NEW SOILS SHALL BE PLANTED WITH AN APPROVED PLANT MATERIAL.
- 12. SANITARY FACILITIES SHALL MAINTAIN ON THE SITE.
- 13. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
- 14. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING.
- 15. GRADING OPERATIONS INCLUDING MAINTENANCE OF EQUIPMENT SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 8 P.M. AND 7 A.M. DAILY, ON SUNDAY OR ON A FEDERAL HOLIDAY.
- 16. THE GRADING CONTRACTOR SHALL SUBMIT A STATEMENT OF COMPLIANCE TO THE APPROVED GRADING PLAN PRIOR TO FINAL APPROVAL.
- 17. THE COMPACTION REPORT AND APPROVAL FROM THE SOIL ENGINEER SHALL INDICATE THE TYPE OF FIELD TESTING PERFORMED, THE METHOD OF OBTAINING THE IN-PLACE DENSITY SHALL BE IDENTIFIED WHETHER SAND CONE, DRIVE RING, OR NUCLEAR, AND SHALL BE NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.

18. ALL TRAIL SLOPES WITHIN THE LIMITS OF WORK SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS, AND THE ACCESSIBLE ROUTE PROVISIONS OF SECTIONS 113-302.8 AND 113-402.3 OF THE 2016 CALIFORNIA BUILDING CODE (CBC). PAVED RUNNING SLOPES SHALL NOT EXCEED SIX (6) PERCENT SLOPE OF 4:1 MAX. AND CROSS-SLOPES SHALL NOT EXCEED SIX (6) PERCENT SLOPE OF 1:1 MAX. AT ANY LOCATION ALONG THE ACCESSIBLE PATH. VERTICAL CHANGES IN LEVEL SHALL NOT EXCEED 1 INCH.

EROSION CONTROL:

- 1. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
- 2. EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL.
- 3. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY EXCEEDS 40%.
- 4. AFTER A RAINFALL, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, CHECK BERMS AND BASINS.
- 5. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DRAINING FACILITIES.
- 6. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT POUND TRESSPASS INTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
- 7. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
- 8. ALL AREAS DISTURBED BY GRADING AND CONSTRUCTION THAT ARE ADJACENT TO EXISTING GRASS AREAS SHALL BE RE-PLANTED WITH TUFS GRASS TO MATCH EXISTING GRASSES.
- 9. MAINTAIN PROJECT FOR A PERIOD OF SIXTY (60) CALENDAR DAYS, COMMENCING FROM THE CONTRACT WORK HAS BEEN COMPLETED.
- 10. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO MOWING, TRIMMING, PRUNING, WATERING, FERTILIZATION, WEED CONTROL, CULTIVATION, PEST CONTROL, AND CLEAN-UP.
- 11. PROTECT NEWLY PLANTED AREAS FROM FEET TRAFFIC, VANDALISM, BURROWING ANIMALS AND EROSION REPAIR AND REPLANT DAMAGED AREAS.

ENVIRONMENTAL NOTES:

- 1. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES, AND PROPERTY OWNERS THAT DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
- 2. PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL WASTES FROM PAINTS, STAINES, SEALANTS, GLUES, LAKES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; OILS, LUBRICANTS, AND HYDRAULIC FLUIDS; OR BATTERY FLUIDS; FERTILIZERS; VEHICLE EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, CEMENT, OR FLUORIDE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DREGGING AND SUPERCHLORINATED POTABLE LINE FLUSHING.
- 3. DOWNGRADING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DOWNGRADING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
- 4. SPECIAL NOTE: SURVEY MONUMENTS SHALL BE PRESERVED AND REFERENCED BEFORE AND REPLACED AFTER CONSTRUCTION PER PURVIEW TO SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE.

NOTES:

- 1. SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE.
- 2. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.
- 3. APPROPRIATE BMP'S FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJACENT PROPERTIES BY WIND OR RUNOFF.
- 4. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES UNLESS TREATED TO REDUCE OR REMOVE SEDIMENT AND OTHER POLLUTANTS.
- 5. ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BEST MANAGEMENT PRACTICES AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
- 6. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY ALL CONSTRUCTION DEBRIS AND WASTED MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
- 7. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARDS; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.
- 8. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA UNLESS PROPERLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
- 9. DOWNGRADING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DOWNGRADING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
- 10. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DRAINING FACILITIES.
- 11. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT POUND TRESSPASS INTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
- 12. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
- 13. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES, AND PROPERTY OWNERS; THAT DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
- 14. SEDIMENTS FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE.

BMP NOTES:

- 1. CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN BMP'S IN ACCORDANCE WITH RECOMMENDED PRACTICES OUTLINED IN CALIFORNIA STORMWATER QUALITY ASSOCIATION CONSTRUCTION HANDBOOK.

2. IF SIGNIFICANT SEDIMENT OR OTHER VISUAL SYMPTOMS OF IMPURITIES ARE NOTICED, CONTACT THE ENGINEER IMMEDIATELY.

- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR INSPECTION AND RESTORATION OF ALL ASPECTS OF THE EROSION CONTROL, PLAN AND CONSTRUCTION BMP'S. SEDIMENT ON PAVED AREAS SHALL BE REMOVED BY SHOVEL AND BROOM.
- 4. ALL DUMPSTERS AND OTHER TRASH STORAGE ENCLOSURES SHALL BE UTILIZED SOLELY FOR NON-HAZARDOUS MATERIALS.
- 5. CONTRACTOR MAY RELOCATE STORAGE, DEBRIS, OR WASHOUT AREAS WITHIN THE DESIGNATED PARKING LOT AREA TO SUIT THEIR OPERATIONS AND PROMOTE POLLUTION CONTROL AS APPROVED BY THE COUNTY. THE LOCATED LOCATION SHALL BE SHOWN ON THE PLANS MAINTAINED AT THE JOB SITE. CONTACT THE ENGINEER FOR ANY PLAN REVISIONS. CONTRACTOR SHALL MAINTAIN SECONDARY CONTAINMENT AS NECESSARY TO PREHIBIT POLLUTION AND TOOG MATERIALS FROM ENTERING STORM DRAIN OR LAKE WATERS.
- 6. THIS PLAN SHALL BE USED IN CONJUNCTION WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) APPROVED FOR THIS PROJECT (BY CONTRACTOR).
- 7. PRIOR TO MOBILIZATION CONTRACTOR SHALL SUBMIT A WATER POLLUTION CONTROL DRAWING TO THE ENGINEER FOR APPROVAL. ADDRESSING HOW THE FOLLOWING BMP'S SHALL BE ADDRESSED:
 - A. MATERIAL DELIVERY AND STORAGE PER BMP WM-1
 - B. MATERIAL USE PER BMP WM-2
 - C. STOCKPILE MANAGEMENT PER BMP WM-3
 - D. SOIL WASHING MANAGEMENT PER BMP WM-4
 - E. HAZARDOUS WASTE MANAGEMENT PER BMP WM-5
 - F. CONCRETE WASTE MANAGEMENT PER BMP WM-6
 - G. SANITARY WASTE MANAGEMENT PER BMP WM-7
 - H. VEHICLE EQUIPMENT AND CLEANING PER BMP WS-8
 - I. VEHICLE AND EQUIPMENT FUELING PER BMP WS-9
 - J. VEHICLE EQUIPMENT MAINTENANCE PER BMP WS-10
 - K. ALL OTHER BMP'S INDICATED ON THIS PLAN
- 10. NO VEHICLES SHALL BE ALLOWED TO TRACK OR SPREAD SOIL FROM THE CONSTRUCTION AREAS ONTO EXISTING PAVED AREAS OR PUBLIC STREETS. ANY VEHICLE OPERATING WITHIN THE PROJECT AREA AND OFF THE PAVED STREET SHALL CROSS A CONSTRUCTION ENTRANCE SHOWN HEREIN. THE ENTRANCE MAY BE MODIFIED BY THE CONTRACTOR TO FACILITATE HIS OPERATIONS.
- 11. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE OPERABLE DURING THE RAINY SEASON OF OCTOBER 15 TO APRIL 15.
- 12. CHANGES TO THIS STORM WATER POLLUTION PREVENTION PLAN TO MEET FIELD CONDITIONS WILL BE MADE ONLY WITH THE APPROVAL OF, OR AT THE DIRECTION OF THE COUNTY OF ORANGE.
- 13. DURING THE RAINY SEASON ALL PAVED AREAS WILL BE KEPT CLEAR OF EARTH MATERIALS AND DEBRIS. THE SITE SHALL BE MAINTAINED SO THAT A MINIMUM OF SEDIMENT-LADEN RUNOFF ENTERS THE LAKE WATERS. THESE PLANS SHALL REMAIN IN EFFECT UNTIL THE IMPROVEMENTS ARE ACCEPTED BY THE COUNTY OF ORANGE AND ALL DISTURBED AREAS ARE STABILIZED FROM EROSION.
- 14. PRIOR TO THE START OF ANY EXCAVATION AND GRADING WORK INSTALL PERIMETER FIBER ROLL OR SAVINGS.
- 15. REMOVE SPILLS PROMPTLY AND AVOID STOCKPILING OF FILL MATERIALS WHEN RAIN IS FORECAST. IF RAIN THREATENS, STOCKPILED SOILS AND OTHER MATERIALS SHALL BE TARPED AT THE REQUEST OF THE ENGINEER.
- 16. STORE, HANDLE AND DISPOSE OF CONSTRUCTION MATERIALS AND WASTES SO AS TO PREVENT THEIR ENTRY INTO LAKE WATERS. CONTRACTOR SHALL NOT ALLOW CONCRETE WASHWATERS, SLURRIES, PAINT, OR OTHER MATERIALS TO DRAIN CATCH BASINS, LAKE WATERS, OR SITE RUNOFF.
- 17. NO CLEANING, FUELING, OR MAINTAINING VEHICLES OR EQUIPMENT ON SITE SHALL BE PERMITTED THAT ALLOWS DELERTERIOUS MATERIALS TO ENTER CATCH BASINS, SITE RUNOFF, OR LAKE WATERS.

EROSION AND GRADING NOTES:

- 1. FINISH GRADE ELEVATIONS REFER TO FINAL PAVEMENT ELEVATIONS. EXCAVATE AND PREPARE SUBGRADE AND BASE SECTIONS PER SECTION 301 AND 302 OF THE GREENBOOK.
- 2. ALL EARTHWORK SHALL CONFORM TO THE REQUIREMENTS OF SECTION 300 OF THE GREENBOOK.
- 3. ALL DISTURBED SOIL AREAS SHALL BE RESTORED IN CONFORMANCE WITH SECTION 400 OF THE GREENBOOK.
- 4. THE FOLLOWING QUANTITIES ARE PROVIDED FOR INFORMATION ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES REQUIRED AT THE TIME OF BID.
 - EAST EIGHTY AREA: FILL: 804 CY
 - EAST EIGHTY AREA CUT: 73 CY
 - BREAKWATER ACCESS TRAIL: FILL: 628 CY
 - BREAKWATER ACCESS TRAIL CUT: 50 CY
- 5. EXCAVATED AND GRADED AREAS SHALL BE PROTECTED FROM EROSION WITH TEMPORARY BMP MEASURES UNTIL REVEGETATION IS ESTABLISHED AND CAPABLE OF CONTROLLING EROSION. CONTINUOUSLY MAINTAIN TEMPORARY EROSION MEASURE WHILE IN SERVICE. TEMPORARY EROSION MEASURES SHALL BE REMOVED AFTER REVEGETATION IS ESTABLISHED.

BOARDWALK CONSTRUCTION NOTES:

- 1. THE BOARDWALK SHALL COMPLY WITH THE APPLICABLE REQUIREMENTS OF SECTION 119-1005 OF THE 2016 CBC FOR ACCESSIBILITY.
- 2. ALL BOARDWALK WORK SHALL CONFORM WITH SECTIONS 306 OF THE GREENBOOK EXCEPT AS MODIFIED BY THESE PLANS.
- 3. TIMBER DECK SHALL BE WESTERN CEDAR NO. 1 OR BETTER F4C SELECT FOR APPEARANCE IN CONFORMANCE WITH WLB GRADING RULES LATEST EDITION. FURNISH CERTIFICATES OF TIMBER COMPLIANCE TO THE DESIGNER FOR APPROVAL.
- 4. ALL JOISTS, RAIL JOISTS, BLOCKING, SILL PLATE, AND GUARDRAIL POSTS, RAILS, AND PICKETS SHALL BE WESTERN CEDAR, NO. 1.
- 5. BOARDWALK GRIDDERS SHALL BE 1/2" X 12" GLEED LAMINATED BEAMS FABRICATED FROM PORT ORFORD CEDAR. COMBINATION SPECIFICATION 20F-V14, RATED FOR EXTERIOR USE.
- 6. ALL DECK AND GUARDRAIL FRAMING HARDWARE AND METAL IN DIRECT CONTACT WITH CONCRETE SHALL BE TYPE 316 STAINLESS STEEL IN CONFORMANCE WITH REQUIREMENTS OF ASTM A240.
- 7. TREATED WOOD SHALL NOT BE USED FOR THE BOARDWALK OR RAILING.

CONCRETE CONSTRUCTION NOTES:

- 1. ALL CONCRETE WORK FOR BOARDWALK PIERS AND FOOTINGS SHALL BE PERFORMED IN CONFORMANCE WITH SECTION 303 OF THE GREENBOOK.
- 2. PORTLAND CEMENT SHALL BE ASTM C150 TYPE I/II.
- 3. AGGREGATES SHALL BE GRADING C IN CONFORMANCE WITH SECTION 201 OF THE GREENBOOK.
- 4. CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI WITH WATER TO CEMENTitious RATIO NO GREATER THAN 0.40 PER ACI 318, SECTION 4.1. POZZOLAN CONFORMING TO ASTM C618 TYPE F SHALL CONSTITUTE 20 PERCENT OF ALL CEMENTitious MATERIAL.
- 5. REINFORCEMENT FOR CONCRETE SHALL BE ASTM A615 GRADE 60. ALL BARS SHALL BE ENJOY COVERED AT TOP AND BOTTOM SURFACES AND EDGES SHALL BE THREE (3) INCHES LONG.

SHEET PILE CONSTRUCTION:

- 1. SHEET PILE SHALL BE SHOREQUARD SD-825 VINYL SHEET PILE AS MANUFACTURED BY CMI LIMITED CO., MARKETIA, SA. SHEET PILE CORNERS SHALL BE CMI SD-825/750 SECTIONS.
- 2. PILING SHALL BE INSTALLED IN CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDED MEANS AND METHODS USING THE CMI MANDEL SIZED TO FIT THE SPECIFIED SHEET PILE SECTION.
- 3. MINIMUM PILE EMBEDMENT SHALL BE SIX (6) FEET BELOW EXISTING GRADE LEVEL.
- 4. DRIVE PILES TO BUTT ENDING SHOWN ON THE PLANS; IN THE EVENT OF EARLY REFUSAL CONTACT ENGINEER BEFORE TERMINATING EXCESS PILE BUTT.

SLOPE PROTECTION EARTHWORK CONSTRUCTION NOTES:

- 1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF SECTION 300 OF THE GREENBOOK. ALL SURFACES TO RECEIVE SLOPE PROTECTION SHALL BE PREPARED IN CONFORMANCE WITH SECTION 300 OF THE GREENBOOK.
- 2. MATERIAL OF EVERY DESCRIPTION SHALL BE REMOVED TO THE LINES AND GRADES SHOWN AND DISPOSED OFFSITE.
- 3. BACKFILL, FINISH GRADE, AND PREPARE THE SUBGRADE TO RECEIVE FILTER FABRIC AND STONE IN CONFORMANCE WITH SECTION 300 OF THE GREENBOOK. PRIOR TO PLACEMENT OF FILTER FABRIC, FILL VOIDS AND OVER STEEPED AREAS BELOW EXCAVATION LIMIT WITH THE SPECIFIED GRAVEL AND GRAD TO THE SPECIFIED UNIFORM SLOPE.

SLOPE PROTECTION CONSTRUCTION NOTES:

- 1. STONE FOR RETENTION SHALL BE ANGULAR QUARRY MINED MATERIAL CONFORMING TO THE REQUIREMENTS OF SECTION 200-1.8 OF THE GREENBOOK EXCEPT AS NOTED BELOW. NO CORBELSTONE OR RIVER ROCK SHALL BE ALLOWED. FLAT, SLAB, OR ELONGATED SHAPES SHALL NOT BE ALLOWED. THE LEAST DIMENSION OF ANY INDIVIDUAL STONE PIECE SHALL NOT BE LESS THAN ONE-HALF OF ITS GREATEST DIMENSION. MINIMUM SPECIFIC GRAVITY OF ALL QUARRY STONE SHALL BE 2.6.
- 2. ARMOR STONE SHALL BE CLASS 375# IN CONFORMANCE WITH SECTION 200-1.8.2 OF THE GREENBOOK.
- 3. GRAVEL FOR BACKFILL TO PREPARE RETENTION SUBGRADE SHALL BE 3/4"-IN CRUSHED ROCK IN CONFORMANCE WITH SECTION 200-1.2 OF THE STANDARD SPECIFICATIONS.
- 4. GEOTEXTILE FABRIC AROUND DRAINAGE ROCK OR UNDER BACKFILL SHALL BE MIRAFT 140N NON-WOVEN GEOTEXTILE AS MANUFACTURED BY TENAKE GEOTEXTILES. GEOTEXTILE FABRIC UNDER ARMOR RIP-RAP SHALL BE MARIAT ROCK.
- 5. PLACE FILTER FABRIC STRIPS NORMAL TO SLOPE OUTLINE. FILTER FABRIC SHALL BE CAREFULLY PLACED AND SECURED SO THAT MATERIAL IS NOT DISLOADED, BOUNDED, TORN, OR DISPLACED DURING PLACEMENT OF STONE LAYERS. EXTERN FABRIC TO COMPLETELY COVER BACK SIDE OF THE STONE SECTION. MINIMUM OVERLAP OF FILTER FABRIC STRIPS SHALL BE THREE (3) FEET. FABRIC STRIPS SHALL CONSIST OF ONE CONTINUOUS PIECE THAT EXTENDS FROM BOTTOM OF SLOPE TO TOP OF BOARDWALK FOOTING. NO STRIPS SHALL BE SPICED. SECURE ALL LONGITUDINAL SEAMS WITH APPROVED PINS. USE WHATEVER MEANS AND METHODS ARE NECESSARY TO PLACE AND SECURE FILTER FABRIC UNDERSTAND.
- 6. ALL ARMOR STONE SHALL BE CAREFULLY PLACED FROM BOTTOM TO TOP. STONE SHALL NOT BE DROPPED OR DUMPED.
- 7. THE CONTRACTOR SHALL PROVIDE WHATEVER MEANS ARE REQUIRED SUCH AS TEMPORARY BRID FRAMES, USE OF PROFESSIONAL UNDERPATER DIVES, AND/OR OTHER METHODS WHICH HE CONSIDERS NECESSARY TO POSITION, BANK AND SECURE THE FILTER FABRIC TO OVERCOME BUOYANT, CURRENT AND WAKE FORCES.
- 8. STONE SHALL BE CAREFULLY PLACED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS. STONE SHALL BE FIRST PLACED AT BOTTOM OF SLOPE AND PLACEMENT SHALL PROGRESS UPOPER. STONE SHALL NOT BE PLACED AT ANY TIME BY DUMPING. THE STONES SHALL BE FIRMLY CHECKED AGAINST THE EARTH AND THE ADJOINING PIECE WITH THE SHOES IN CONTACT AND WITH WELL BROKEN JOINTS. AT NO TIME SHALL STONES BE DROPPED FROM A HEIGHT GREATER THAN ONE (1) FOOT ABOVE THE FILTER FABRIC. THE FINISHED SURFACE SHALL PRESENT AN EVEN, TIGHT SURFACE UNLESS OTHERWISE NOTED AND NOT SUBJECT TO THE DESIGNER'S APPROVAL.
- 9. THE CONTRACTOR SHALL SCHEDULE WORK SO THAT COVERAGE OF FILTER FABRIC WITH A LAYER OF STONE IS ACCOMPLISHED IMMEDIATELY AFTER PLACEMENT OF FABRIC.

ISSUED FOR PERMIT REVIEW



2201 DUPONT DRIVE, SUITE 530
IRVINE, CA 92618
949-751-1330
949-752-0881 (FAX)

NO.	DATE	REVISION
		DESIGNED BY: TAF
		DRAWN BY: PMJ
		CHECKED BY: TAF
		APPROVED BY: TAF

LOCH LOMOND MARINA SITE IMPROVEMENTS

NOTES

110 LOCH LOMOND DR, SAN RAFAEL, CA 94901

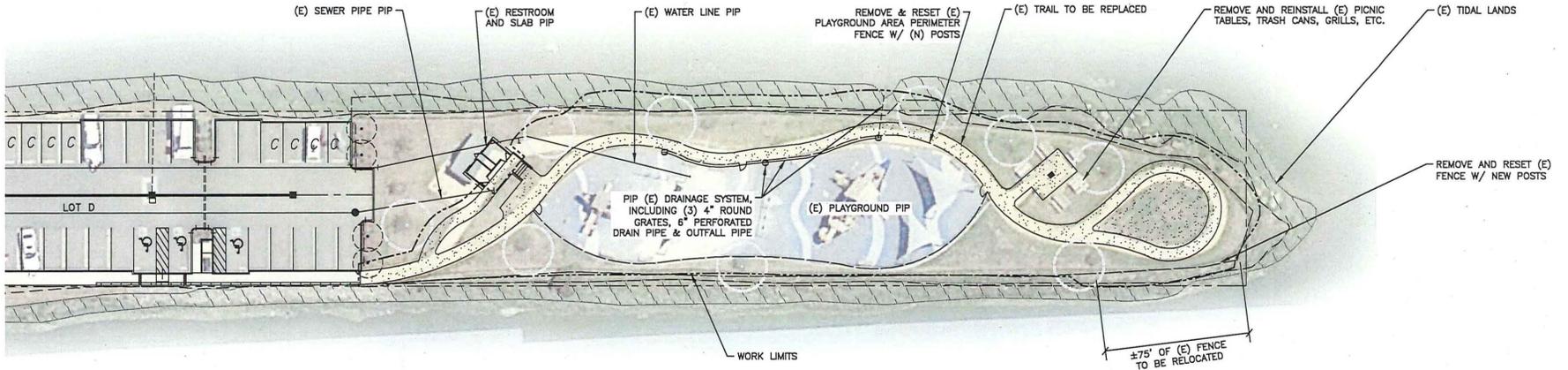
T-2

SHEET 2 of 16

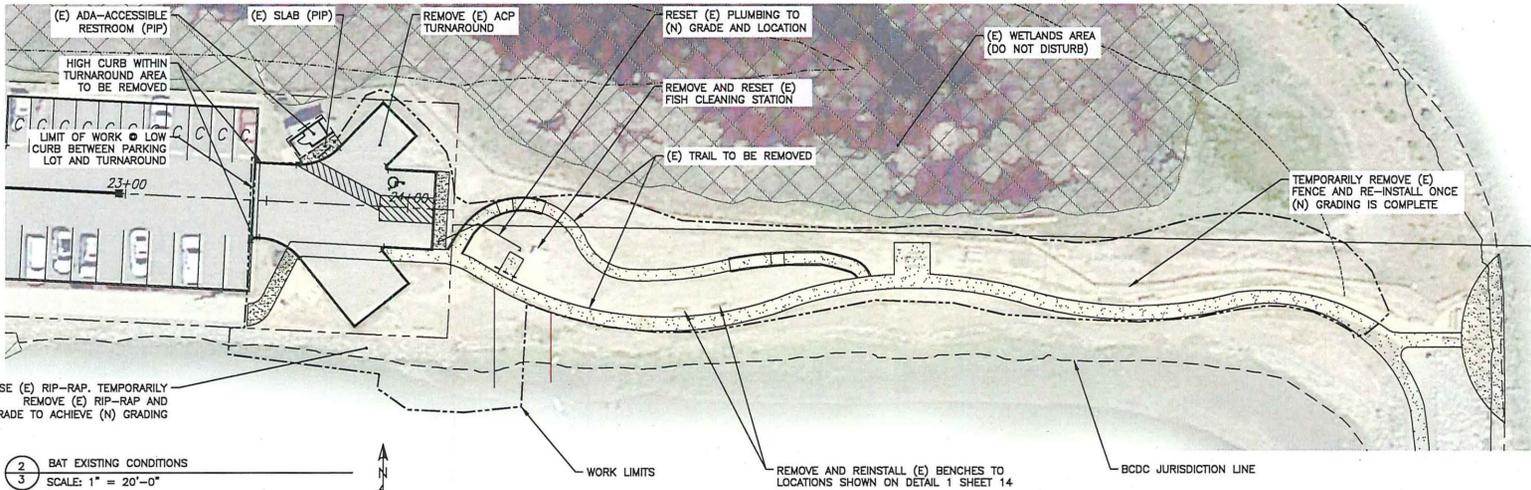
JOB NO. 1095-03

SCALE N/A

DATE 2 AUG 2019



1 EAST JETTY EXISTING CONDITIONS
 3 SCALE: 1" = 20'-0"



2 BAT EXISTING CONDITIONS
 3 SCALE: 1" = 20'-0"

ISSUED FOR PERMIT REVIEW



2201 BURNETT DRIVE, SUITE 830
 IRVINE, CA 92612
 949-752-1000
 949-752-8381 (FAX)

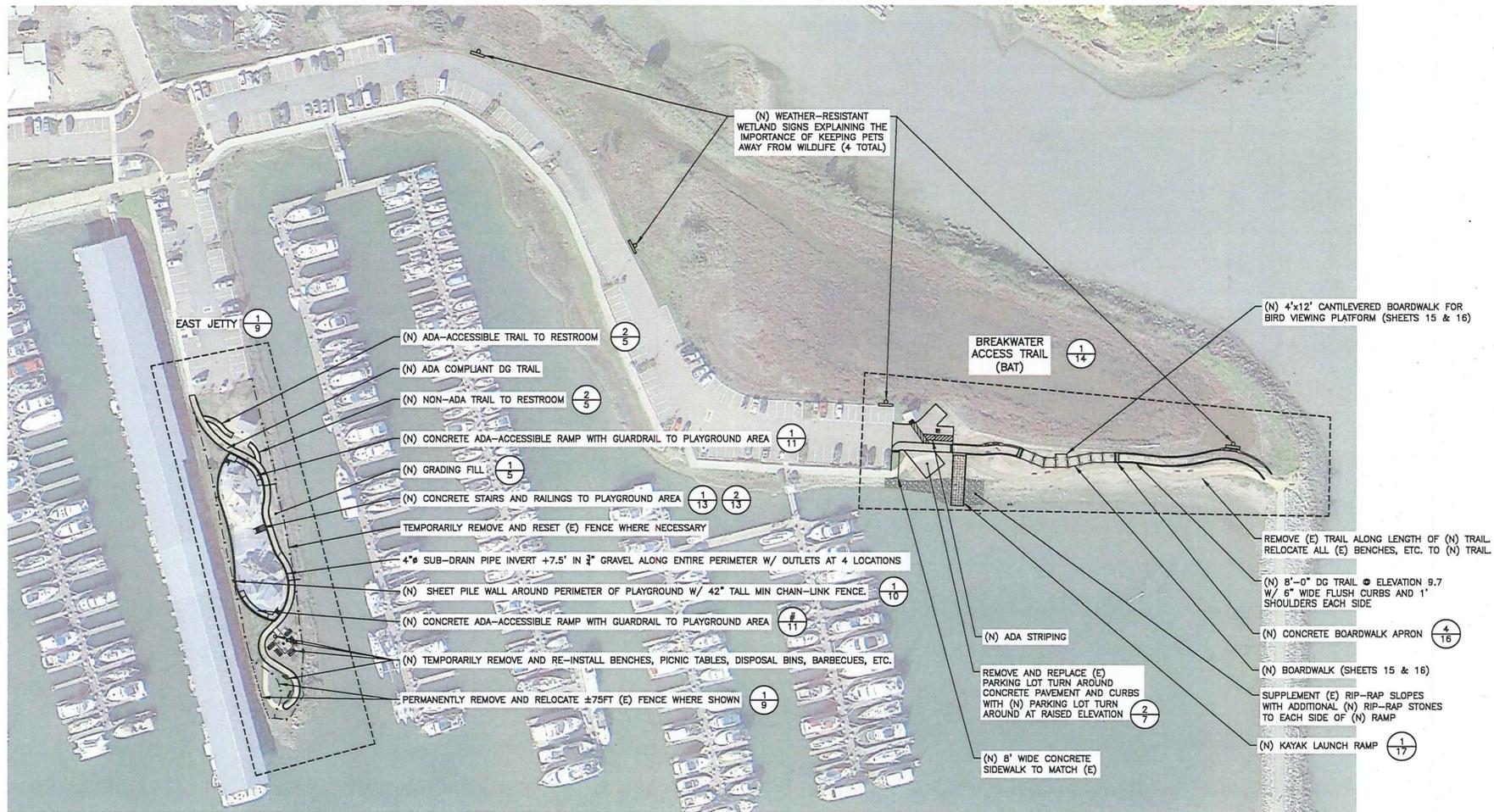
NO.	DATE	REVISION

DESIGNED BY	TJF
DRAWN BY	PMW
CHECKED BY	TJF
APPROV. BY	TJF

LOCH LOMOND MARINA SITE IMPROVEMENTS
 DEMOLITION PLAN
 110 LOCH LOMOND DR, SAN RAFAEL, CA 94901

SHEET	3 of 16
JOB NO.	1095-03
SCALE	1" = 20'
DATE	2 AUG 2019

C-1



1/4 OVERALL SITE PLAN
SCALE: 1" = 50'-0"

GENERAL NOTES:
1. UNLESS NOTED OTHERWISE, ALL (N) TRAILS AND ACCESSWAYS SHALL COMPLY WITH ADA REQUIREMENTS IN CHAPTER 11B OF THE 2016 VERSION OF THE CALIFORNIA BUILDING CODE.



ISSUED FOR PERMIT REVIEW

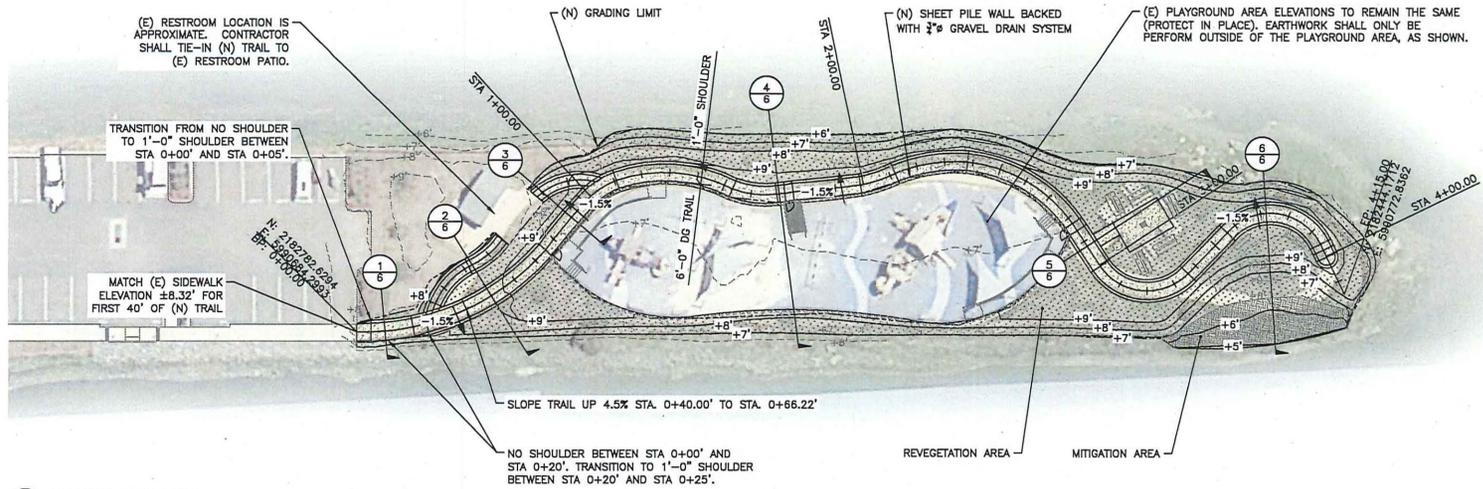
NOBLE CONSULTANTS **GEC**
2251 DUPONT DRIVE, SUITE 830
DUBLIN, CA 94568
949-732-1530
949-732-8381 (FAX)

NO.	DATE	REVISION	DESIGNED BY	LOCH LOMOND MARINA SITE IMPROVEMENTS
			TJZ	
			PM	
			TJZ	
			TJZ	

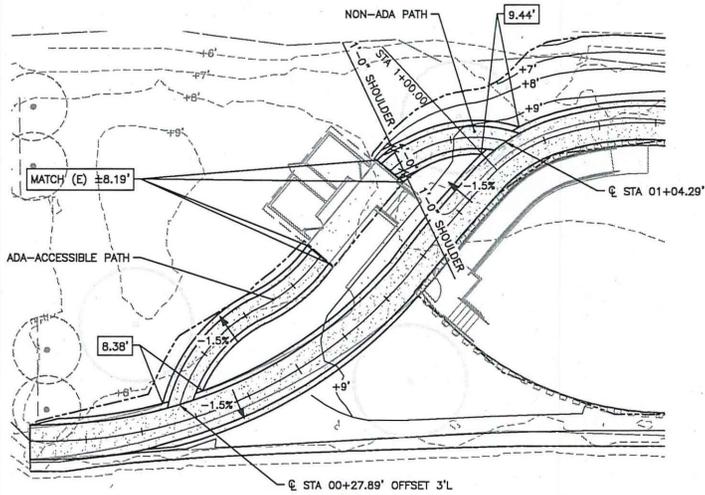
SHEET	4	OF	16
JOB NO.	1095-03		
SCALE	1" = 50'-0"		
DATE	2 AUG 2019		

C-2

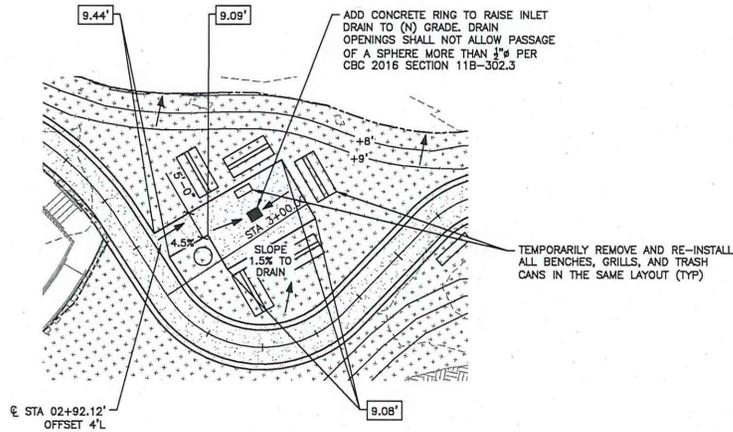
110 LOCH LOMOND DR, SAN RAFAEL, CA 94901



1 EAST JETTY GRADING PLAN
SCALE: 1" = 20'-0"



2 BATHROOM ACCESS PATH GRADING PLAN
SCALE: 1" = 10'-0"



3 PICNIC AREA GRADING PLAN
SCALE: 1" = 10'-0"

ISSUED FOR PERMIT REVIEW

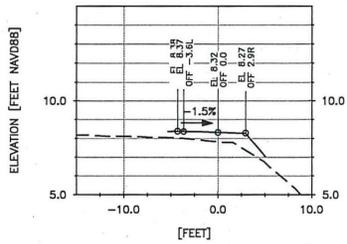


2201 DUPONT DRIVE, SUITE 830
IRVING, CA 92614
949-752-1530
949-752-8581 (FAX)

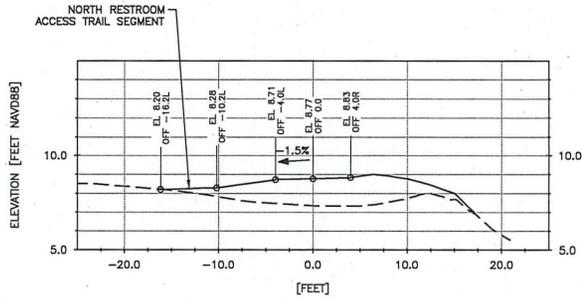
NO.	DATE	REVISION	DESIGNED BY	LOCH LOMOND MARINA SITE IMPROVEMENTS
			TJF	
			PMW	
			TJF	
			TJF	

EAST JETTY GRADING PLAN		SHEET	5	OF	16
		JOB NO.	1095-03		
		SCALE	AS SHOWN		
110 LOCH LOMOND DR, SAN RAFAEL, CA 94901		DATE	2 AUG 2019		

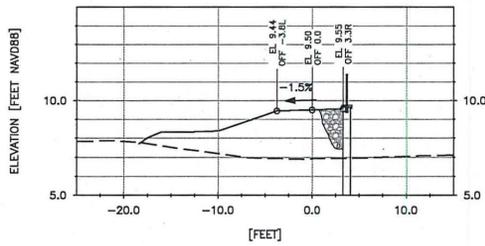
C-3



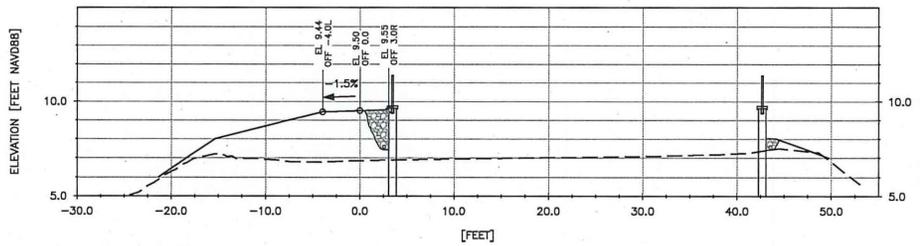
1 SECTION VIEW - STA 00+10'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



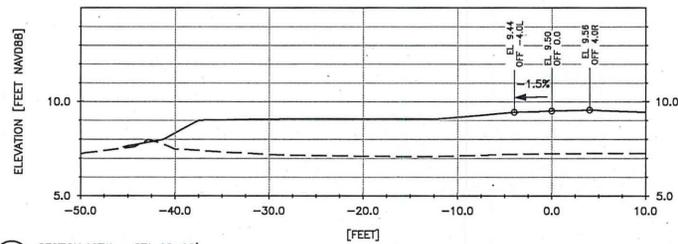
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SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



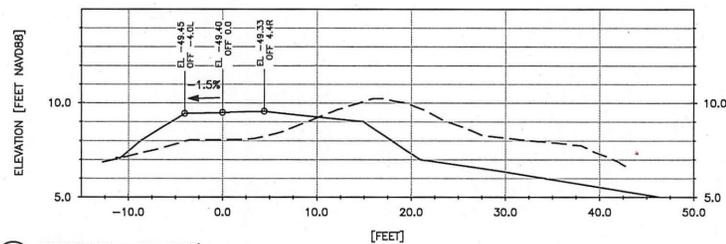
3 SECTION VIEW - STA 00+90'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



4 SECTION VIEW - STA 01+70'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



5 SECTION VIEW - STA 02+92'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



6 SECTION VIEW - STA 03+72'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'

ISSUED FOR PERMIT
REVIEW



NOBLE CONSULTANTS **GEC**

2201 DUPONT DRIVE, SUITE 830
IRVING, CA 92612
949-752-1530
949-752-8581 (FAX)

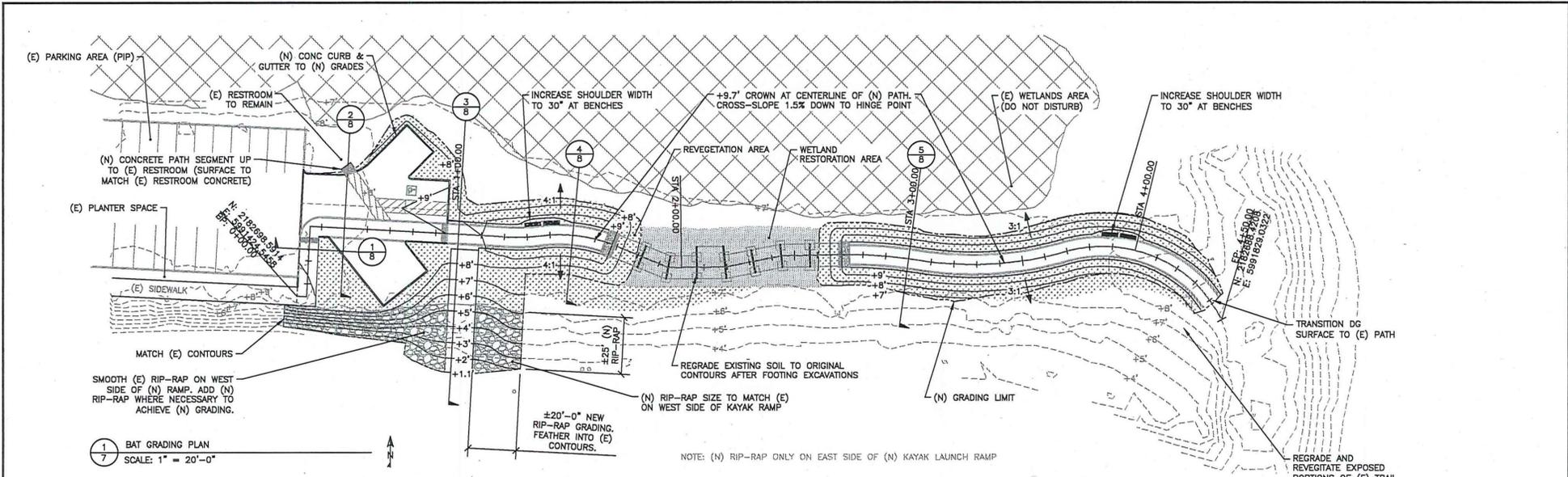
NO.	DATE	REVISION

DESIGNED BY	TJF
DRAWN BY	PM
CHECKED BY	TJF
APPROVED BY	TJF

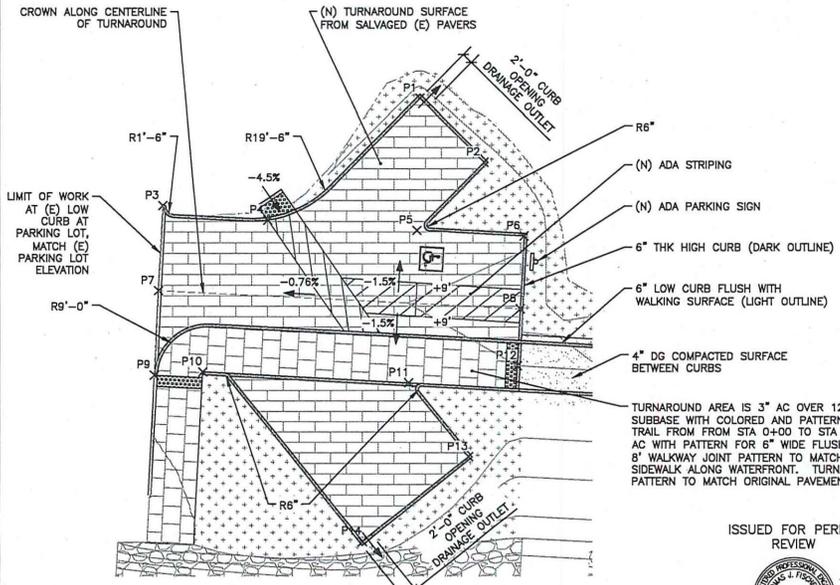
LOCH LOMOND MARINA SITE IMPROVEMENTS
EAST JETTY SECTIONS
110 LOCH LOMOND DR, SAN RAFAEL, CA 94901

SHEET	6 OF 16
JOB NO.	1095-03
SCALE	AS SHOWN
DATE	2 AUG 2019

C-4



NOTE: (N) RIP-RAP ONLY ON EAST SIDE OF (N) KAYAK LAUNCH RAMP



Parking Lot Turnaround FG Elevations			
Point #	Northing	Easting	Elevation
P1	2,182,773.188'	5,991,472.613'	8.46'
P2	2,182,761.939'	5,991,483.990'	8.69'
P3	2,182,754.269'	5,991,427.129'	8.80'
P4	2,182,751.702'	5,991,445.661'	8.56'
P5	2,182,749.899'	5,991,472.086'	8.81'
P6	2,182,748.899'	5,991,491.060'	8.96'
P7	2,182,739.288'	5,991,426.370'	8.67'
P8	2,182,736.049'	5,991,490.382'	9.15'
P9	2,182,724.308'	5,991,425.612'	8.83'
P10	2,182,724.861'	5,991,434.175'	8.70'
P11	2,182,722.937'	5,991,470.664'	8.80'
P12	2,182,725.930'	5,991,489.849'	9.00'
P13	2,182,709.712'	5,991,481.236'	8.69'
P14	2,182,694.726'	5,991,462.489'	8.32'

NOTE: ALL ELEVATIONS REFER TO WALKING SURFACE ELEVATION—NOT TOP OF CURB

ISSUED FOR PERMIT REVIEW



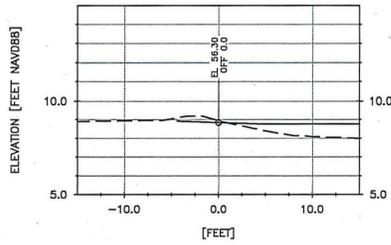
NOBLE CONSULTANTS | **GEC**

2201 SURFWAY DRIVE, SUITE 830
 IRVINE, CA 92612
 949-752-1230
 949-752-5511 (FAX)

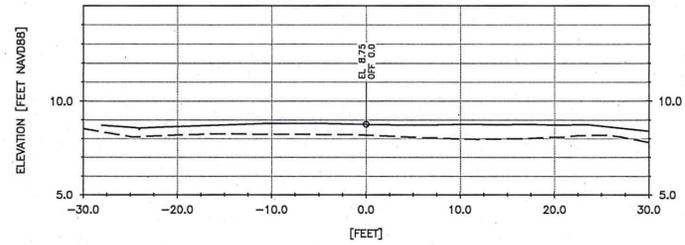
NO.	DATE	REVISION

DESIGNED BY: TAF	LOCH LOWMOND MARINA SITE IMPROVEMENTS BAT GRADING PLAN 110 LOCH LOWMOND DR, SAN RAFAEL, CA 94901	SHEET 7 OF 16
DRAWN BY: PMH		JOB NO. 1095-03
CHECKED BY: TAF		SCALE AS SHOWN
APPROV. BY: TAF		DATE 2 AUG 2019

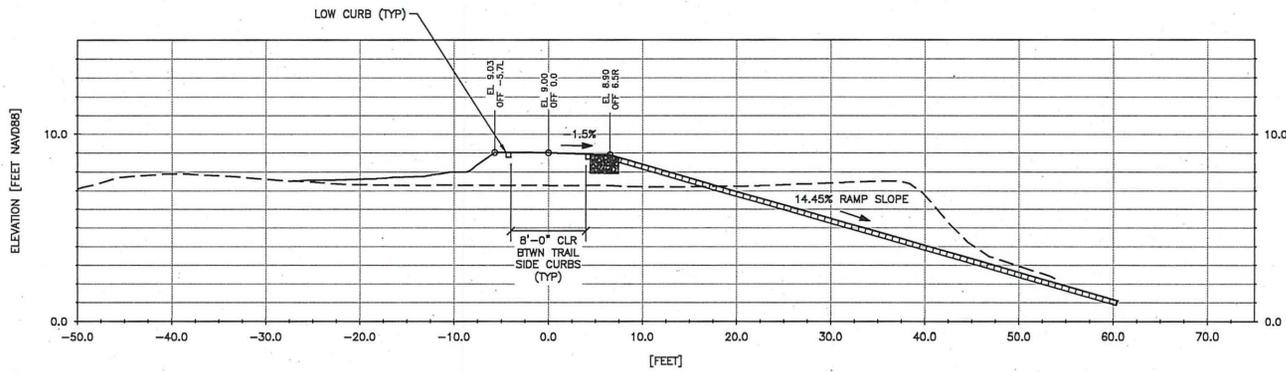
C-5



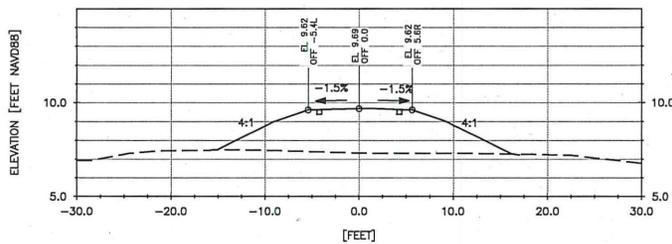
1
B SECTION VIEW - STA 00+25'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



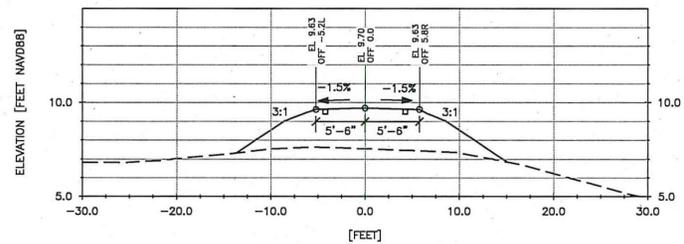
2
B SECTION VIEW - STA 00+50'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



3
B SECTION VIEW - STA 01+00'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



4
B SECTION VIEW - STA 01+50'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'



5
B SECTION VIEW - STA 03+00'
SCALE: HORZ SCALE: 1" = 6', VERT SCALE: 1" = 3'

ISSUED FOR PERMIT REVIEW



2201 SUPORT DRIVE, SUITE 230
MAYFIELD, CA 94913
949-752-1530
949-752-8581 (FAX)

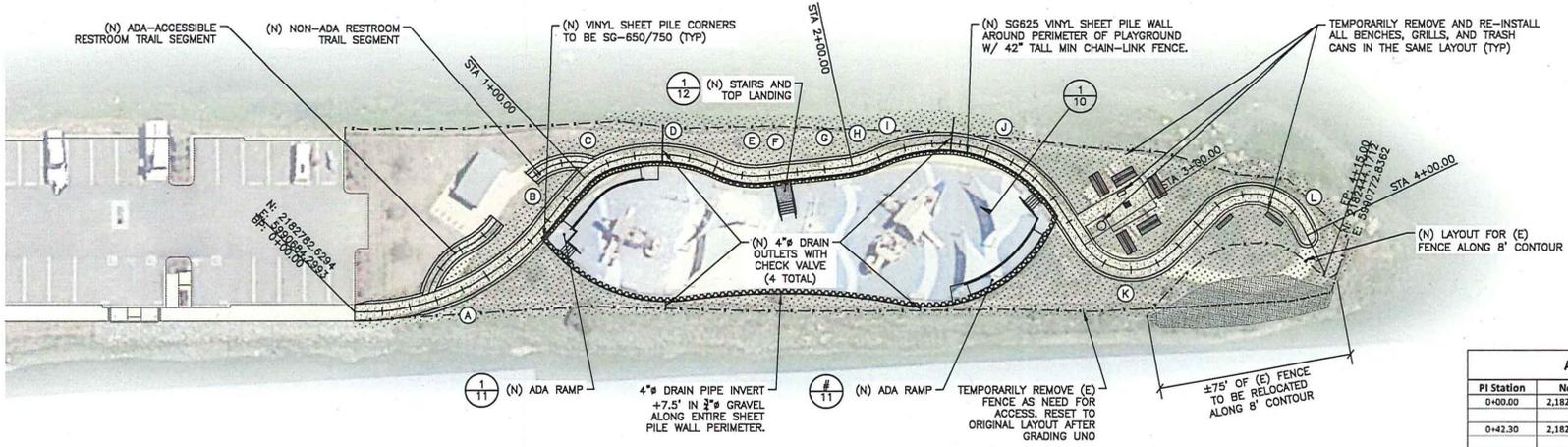
NO.	DATE	REVISION

DESIGNED BY	TJF
DRAWN BY	PM
CHECKED BY	TJF
APPROV. BY	TJF

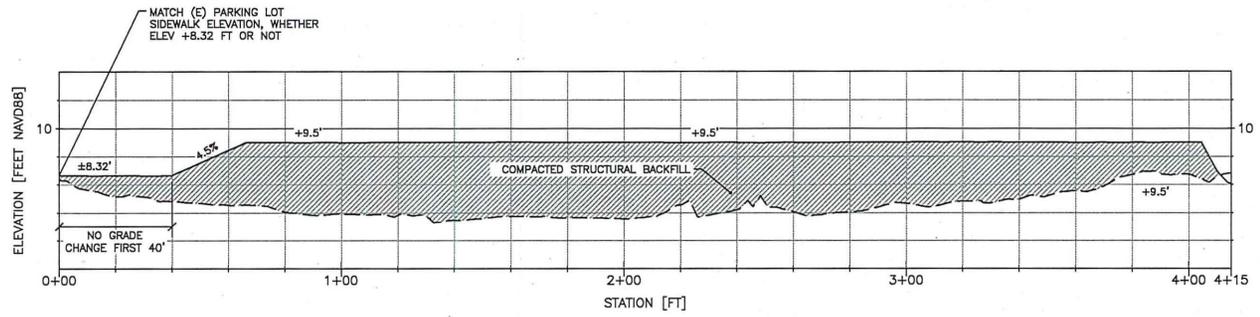
LOCH LOMOND MARINA SITE IMPROVEMENTS	
BAT SECTIONS	
110 LOCH LOMOND DR, SAN RAFAEL, CA 94901	

SHEET	8	OF	16
JOB NO.	1095-03		
SCALE	AS SHOWN		
DATE	2 AUG 2019		

C-6



1 EAST JETTY SITE PLAN
 SCALE: 1" = 20'-0"



2 EAST JETTY TRAIL CENTERLINE PROFILE
 SCALE: HORZ SCALE: 1" = 20', VERT SCALE: 1" = 2'

Alignment PI Station Report

PI Station	Northing	Easting	Distance	Elevation
0+00.00	2,182,782.6294'	5,990,684.2993'		Existing
0+42.30	2,182,741.5525'	5,990,694.4015'	42.301'	9.32'
0+86.17	2,182,719.1810'	5,990,737.0399'	48.151'	9.50'
1+04.04	2,182,710.3912'	5,990,752.6106'	29.425'	9.50'
1+33.18	2,182,685.3601'	5,990,768.0788'	30.532'	9.50'
1+61.31	2,182,655.6206'	5,990,761.1696'	9.624'	9.50'
1+70.60	2,182,646.5901'	5,990,764.4957'	16.323'	9.50'
1+86.93	2,182,631.0373'	5,990,769.4517'	18.550'	9.50'
2+05.48	2,182,613.7106'	5,990,776.0755'	19.867'	9.50'
2+25.28	2,182,597.6414'	5,990,787.7571'	36.857'	9.50'
2+61.66	2,182,561.0615'	5,990,792.2660'	26.665'	9.50'
2+85.48	2,182,541.3318'	5,990,774.3283'	39.800'	9.50'
3+25.28	2,182,512.6123'	5,990,746.7746'	74.635'	9.50'
3+86.03	2,182,475.2016'	5,990,811.3562'	34.858'	9.50'
4+00.39	2,182,453.1797'	5,990,784.3358'	14.608'	9.50'
4+15.00	2,182,444.1712'	5,990,772.8362'		9.50'

Alignment Horizontal Curve Report

Curve	PC Northing	PC Easting	PT Northing	PT Easting	R	C	Δ	L
A	2,182,777.746'	5,990,685.375'	2,182,723.692'	5,990,727.15'	85'	68.32'	47° 23' 19.9234"	70.30'
B	2,182,723.692'	5,990,727.150'	2,182,713.737'	5,990,746.448'	225'	21.71'	05° 32' 14.4578"	21.72'
C	2,182,713.737'	5,990,746.448'	2,182,704.518'	5,990,756.441'	27.75'	13.60'	28° 23' 12.7283"	13.74'
D	2,182,704.518'	5,990,756.441'	2,182,663.682'	5,990,763.682'	52.8'	41.27'	46° 00' 46.4855"	42.40'
E	2,182,663.682'	5,990,763.682'	2,182,647.957'	5,990,763.946'	32.2'	15.80'	28° 25' 43.5462"	15.97'
F	2,182,647.957'	5,990,763.946'	2,182,645.164'	5,990,764.864'	22.7'	2.94'	07° 25' 50.3086"	2.94'
G	2,182,645.164'	5,990,765.992'	2,182,619.764'	5,990,773.504'	460.2'	23.95'	02° 58' 56.4360"	23.95'
H	2,182,619.764'	5,990,773.504'	2,182,608.567'	5,990,780.174'	48.2'	13.03'	15° 32' 02.2318"	13.07'
I	2,182,608.567'	5,990,780.174'	2,182,584.474'	5,990,789.620'	56.0'	25.88'	26° 42' 39.7973"	26.11'
J	2,182,584.474'	5,990,789.620'	2,182,543.551'	5,990,776.502'	52.4'	42.97'	48° 26' 42.1378"	44.28'
K	2,182,543.551'	5,990,789.620'	2,182,499.756'	5,990,767.983'	20.0'	31.14'	102° 13' 59.3049"	35.69'
L	2,182,499.756'	5,990,767.983'	2,182,456.263'	5,990,788.272'	20.0'	33.23'	112° 22' 12.8618"	39.23'

ISSUED FOR PERMIT REVIEW



NOBLE GEC
 CIVIL ENGINEERS
 2201 DUPONT DRIVE, SUITE 830
 IRVINE, CA 92612
 949-752-1550
 949-752-8381 (FAX)

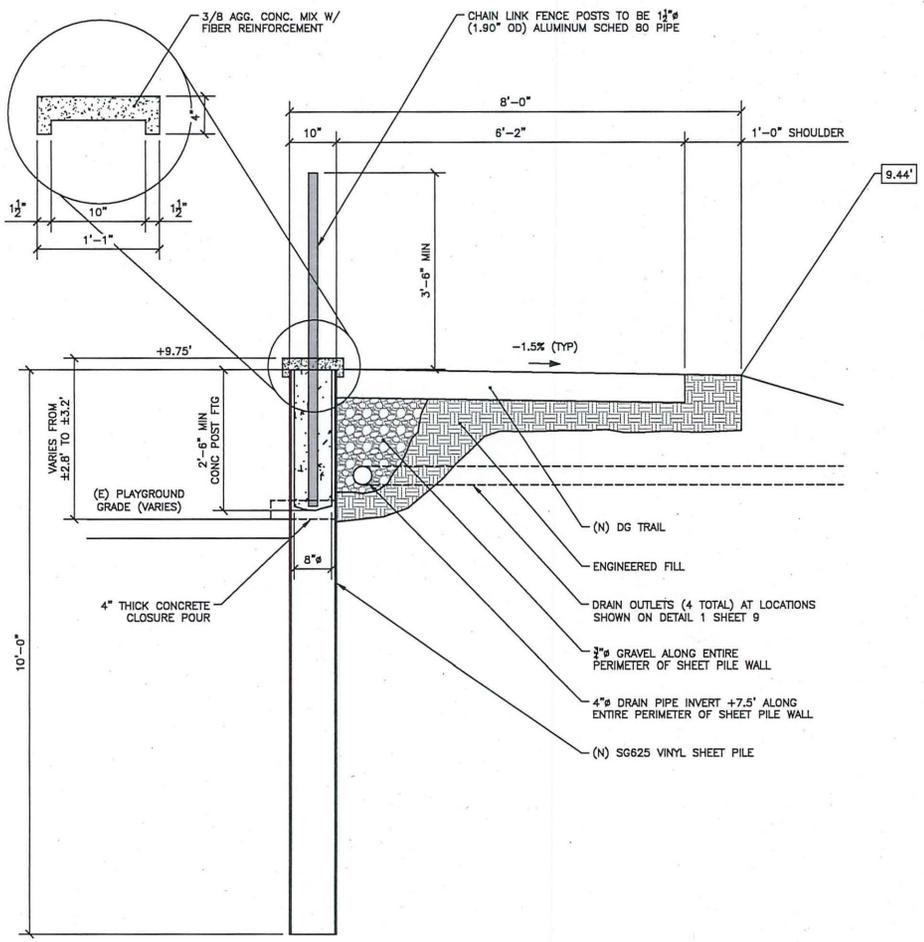
NO.	DATE	REVISION

DESIGNED BY: TJP
 DRAWN BY: PMW
 CHECKED BY: TJP
 APPROV. BY: TJP

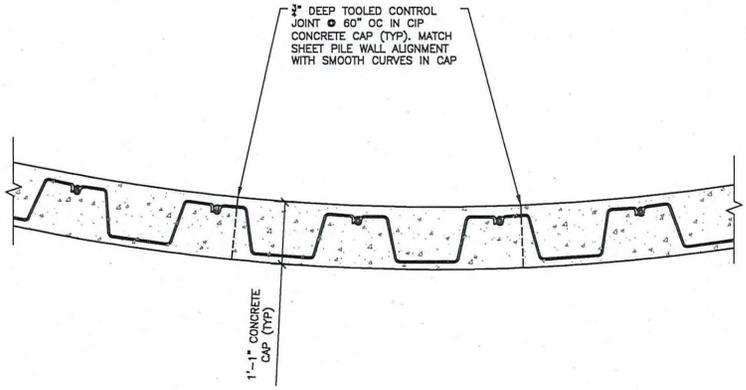
LOCH LOMOND MARINA SITE IMPROVEMENTS
EAST JETTY TRAIL PLAN & PROFILE
 110 LOCH LOMOND DR, SAN RAFAEL, CA 94901

C-7

SHEET 9 OF 16
 JOB NO. 1095-03
 SCALE AS SHOWN
 DATE 2 AUG 2019



1 TYPICAL BERM SECTION
SCALE: 1" = 1'-0"



2 TYPICAL BERM PLAN VIEW DETAIL
SCALE: 1" = 1'-0"

- NOTES:
1. SHEET PILES SHALL BE SHOREGUARD SG-625 VINYL SHEET PILE AS MANUFACTURED BY CMI LIMITED CO., MARIETTA, GA. SHEET PILE CORNERS SHALL BE CMI SG-650/750.
 2. PILING SHALL BE INSTALLED IN CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDED MEANS AND METHODS USING THE CMI MANDREL SIZED TO FIT THE SPECIFIED SHEET PILE SECTION.
 3. PILES SHALL BE 7 FEET IN LENGTH.
 4. TOP OF STEEL PILE CAP SHALL BE +9.75'. TOP OF SHEET PILE ELEVATION SHALL BE 9.54' EXCEPT WHERE LOWERED AT STAIRS AND RAMP ENTRANCES.

ISSUED FOR PERMIT REVIEW



2201 DUPONT DRIVE, SUITE 630
IRVINE, CA 92612
949-752-1550
949-752-6381 (FAX)

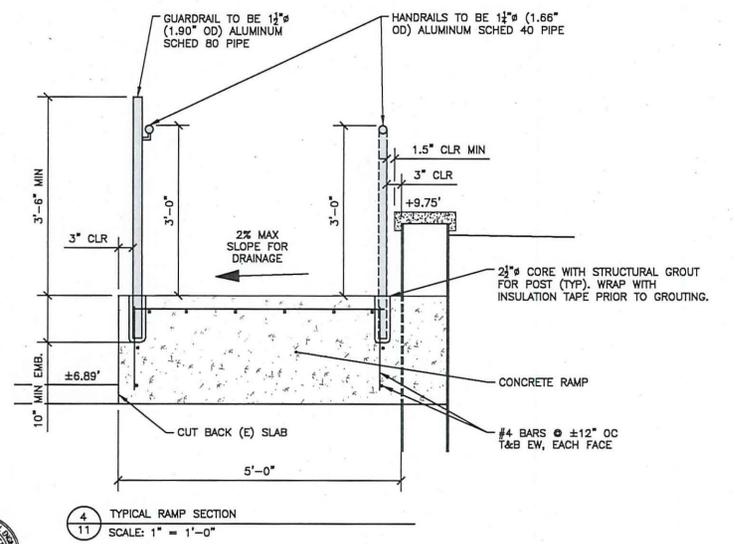
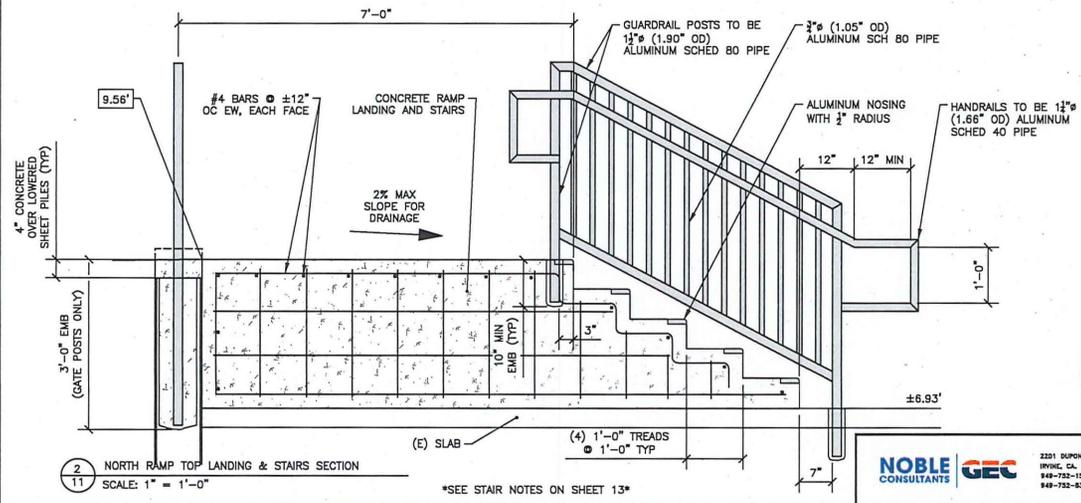
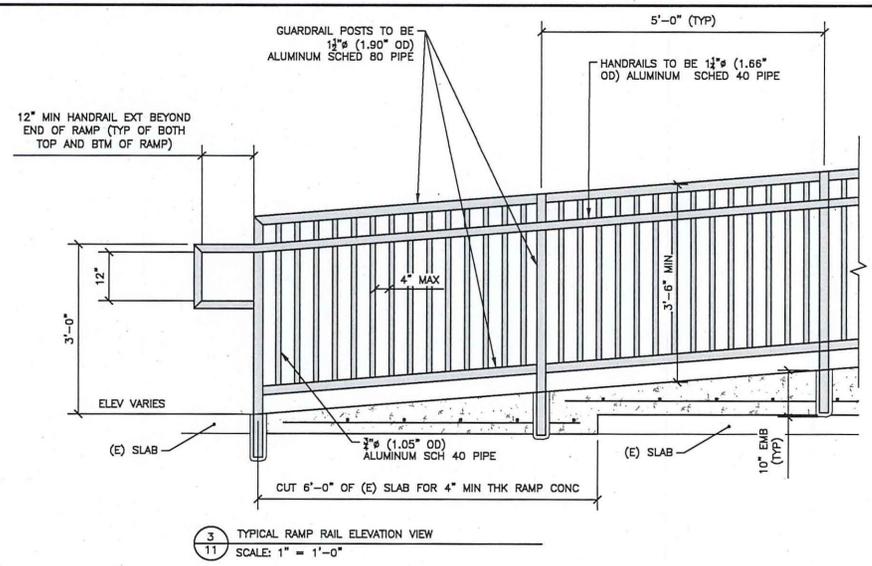
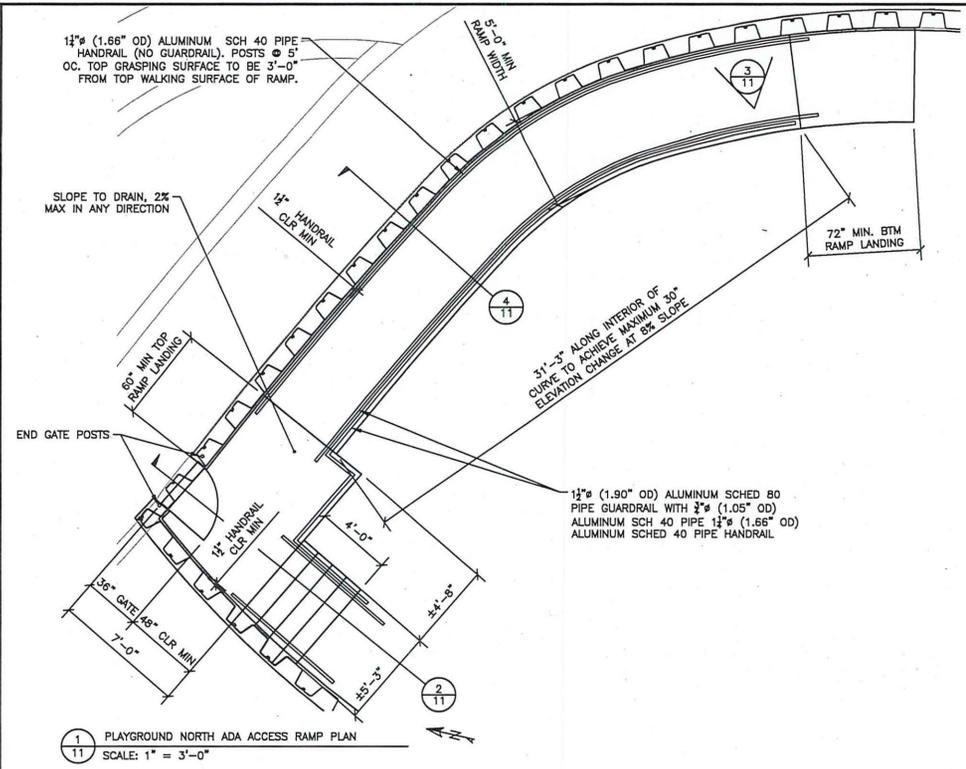
NO.	DATE	REVISION

DESIGNED BY	TJF
DRAWN BY	PM
CHECKED BY	TJF
APPROV. BY	TJF

LOCH LOMOND MARINA SITE IMPROVEMENTS
EAST JETTY BERM SECTIONS & DETAILS
110 LOCH LOMOND DR, SAN RAFAEL, CA 94901

SHEET	10	OF	16
JOB NO.	1095-03	SCALE	AS SHOWN
DATE	2 AUG 2019		

S-1



NOBLE GEC
CONSULTANTS

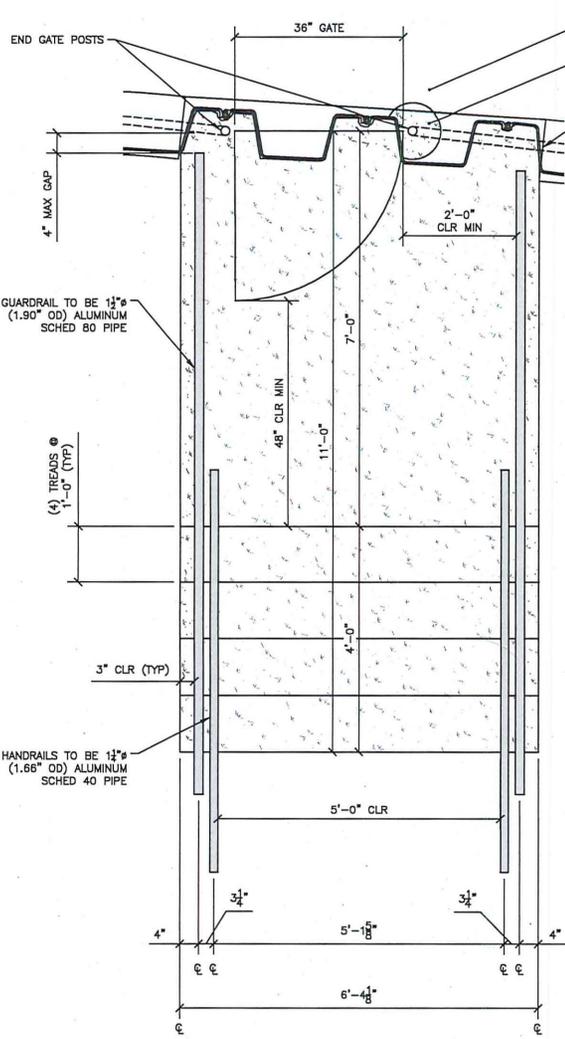
2201 DUPONT DRIVE, SUITE 830
IRVING, CA 92612
949-752-1530
949-752-8581 (FAX)

NO.	DATE	REVISION	DESIGNED BY	TJF

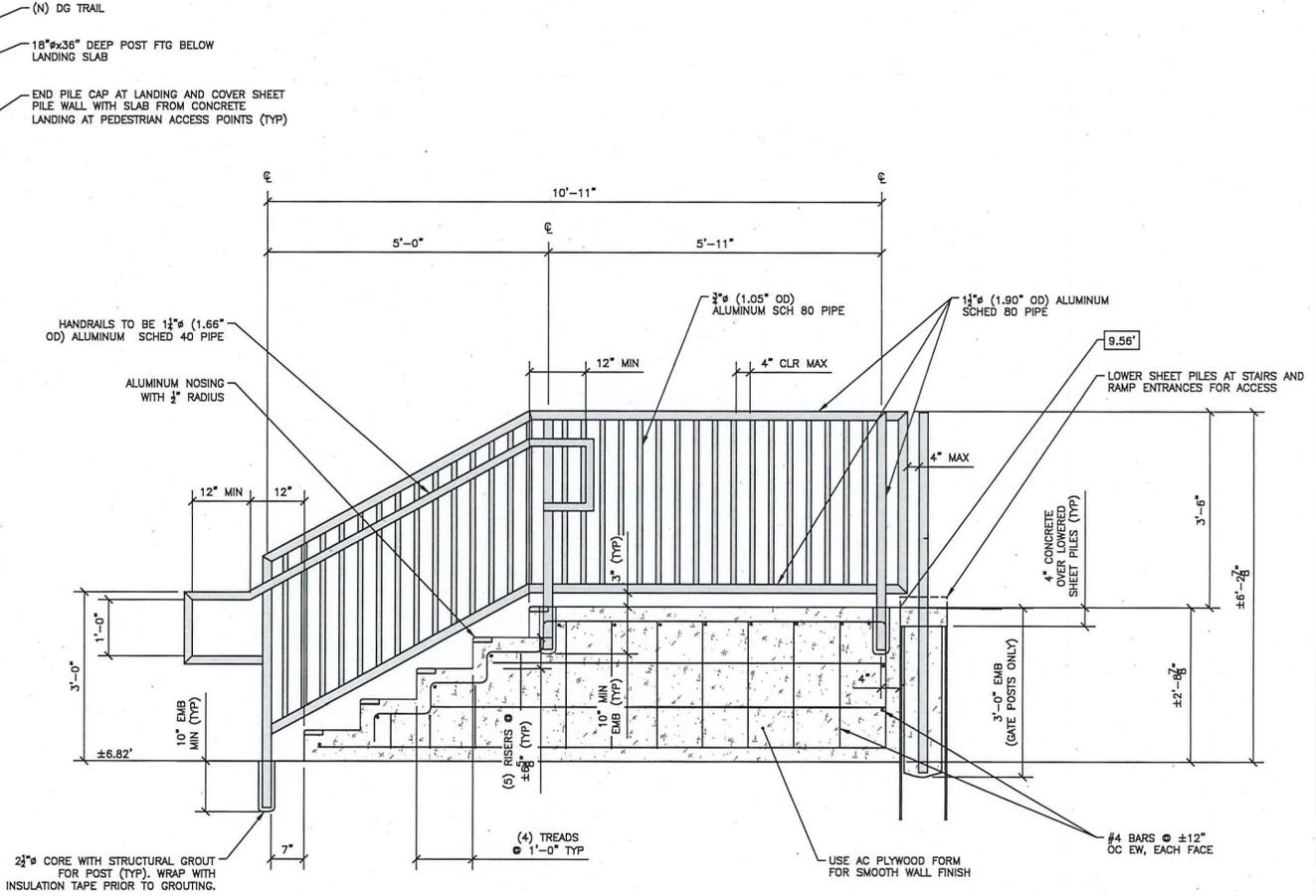
DESIGNED BY: TJF DRAWN BY: PGM CHECKED BY: TJF APPROVED BY: TJF	LOCH LOMOND MARINA SITE IMPROVEMENTS EAST JETTY NORTH RAMP & STAIRS PLANS & DETAILS 110 LOCH LOMOND DR, SAN RAFAEL, CA 94901	SHEET 11 OF 16 JOB NO. 1095-03 SCALE AS SHOWN DATE 2 AUG 2019
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S-2

SEE STAIR NOTES ON SHEET 13



1 EAST JETTY PLAYGROUND STAIRS PLAN
SCALE: 1" = 1'-0"



2 EAST JETTY PLAYGROUND STAIRS SECTION
SCALE: 1" = 1'-0"

- GENERAL STAIR NOTES:
1. ADJUST RISER HEIGHTS FOR (E) GRADE IN PLAYGROUND.
 2. MAX RISER HT = 7". (CBC 2016 SECTION 11B-504.2)
 3. ALL RISERS TO BE EQUAL HEIGHT $\pm 1/8"$.
 4. TREADS AND TOP LANDING SURFACE SHALL BE SLOPED TO PREVENT THE ACCUMULATION OF WATER. SLOPE SHALL NOT EXCEED 2% IN ANY DIRECTION. (CBC 2016 SECTION 11B-504.4, 11B-504.7)
 5. THE UPPER APPROACH AND ALL TREADS SHALL BE MARKED BY A STRIPE PROVIDING CLEAR VISUAL CONTRAST. THE STRIPE SHALL BE A MINIMUM OF 2" WIDE, AND A MAXIMUM OF 4" WIDE, PLACED PARALLEL TO, AND NOT MORE THAN 1" FROM, THE NOSE OF THE STEP. THE STRIPE SHALL EXTEND THE FULL WIDTH OF THE STEP AND SHALL BE OF SLIP-RESISTANT MATERIAL. GROOVES SHALL NOT BE USED TO SATISFY THIS REQUIREMENT. (CBC 2016 SECTION 11B-504.4.1)

ISSUED FOR PERMIT REVIEW

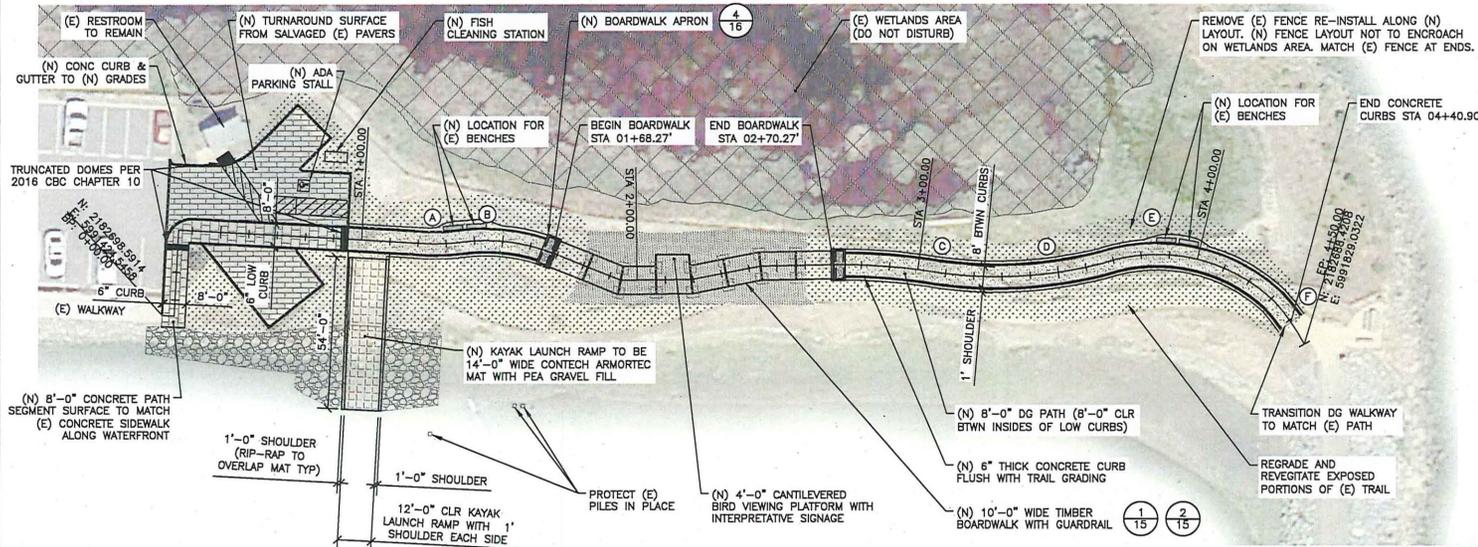


2201 DUPONT DRIVE, SUITE 830
IRVING, CA 92617
949-752-1530
949-752-6581 (FAX)

NO.	DATE	REVISION

DESIGNED BY: TAF	LOCH LOWMOND MARINA SITE IMPROVEMENTS	SHEET 13 OF 16
DRAWN BY: PSM	EAST JETTY EAST STAIRS PLAN & ELEVATION	JOB NO. 1095-03
CHECKED BY: TAF		SCALE: 1" = 1'-0"
APPROV. BY: TAF	110 LOCH LOWMOND DR, SAN RAFAEL, CA 94901	DATE: 2 AUG 2019

S-4



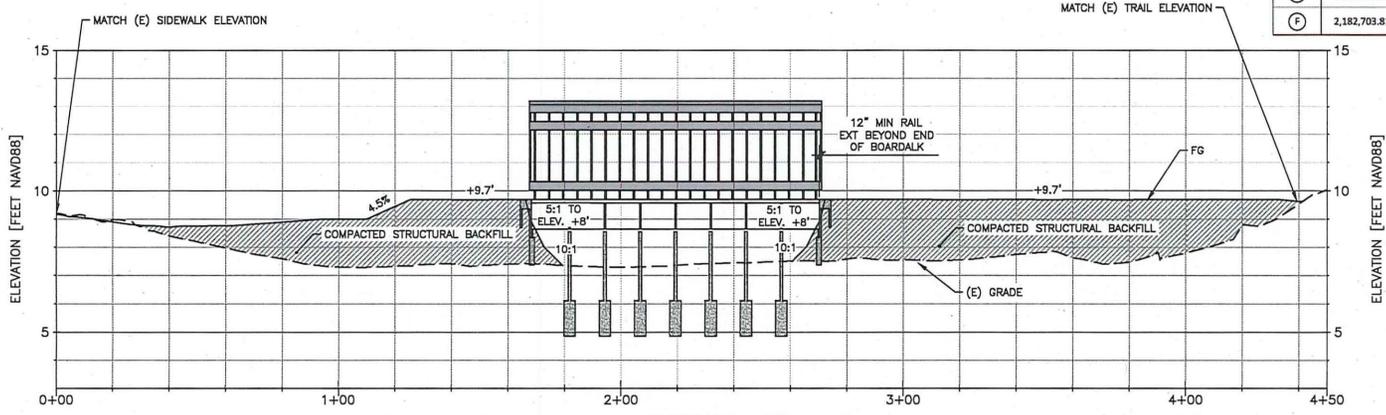
Alignment PI Station Report

PI Station	Northing	Easting	Distance	Elevation
0+00.00	2,182,698.591'	5,991,424.546'	4.27'	Existing
0+04.27	2,182,698.376'	5,991,428.806'	30.73'	9.09'
0+35.00	2,182,729.068'	5,991,430.359'	59.57'	8.76'
0+94.57	2,182,725.930'	5,991,489.849'	32.49'	9.00'
1+27.06	2,182,723.750'	5,991,522.263'	25.66'	9.70'
1+52.66	2,182,726.990'	5,991,547.720'	42.35'	9.70'
1+94.25	2,182,711.087'	5,991,586.967'	25.00'	Existing
2+19.25	2,182,711.327'	5,991,611.965'	25.00'	Existing
2+44.25	2,182,716.128'	5,991,636.500'	42.31'	Existing
2+86.55	2,182,716.923'	5,991,678.800'	49.07'	9.70'
3+35.54	2,182,709.116'	5,991,727.244'	67.76'	9.70'
4+02.38	2,182,728.399'	5,991,792.198'	52.20'	9.70'
4+47.59	2,182,691.567'	5,991,829.184'	2.41'	Existing
4+50.00	2,182,686.437'	5,991,830.070'		Existing

1 BAT SITE PLAN
 SCALE: 1" = 20'-0"

Alignment Horizontal Curve Report

Curve	PC Northing	PC Easting	PT Northing	PT Easting	R	C	Δ	L
(A)	2,182,724.539'	5,991,513.734'	2,182,724.783'	5,991,530.767'	80'	17.03'	12° 13' 23.3059"	17.07'
(B)	2,182,720.570'	5,991,563.565'	2,182,724.783'	5,991,530.767'	65'	33.07'	29° 28' 20.8459"	33.44'
(C)	2,182,716.602'	5,991,661.746'	2,182,714.351'	5,991,695.662'	200'	33.99'	09° 44' 57.6191"	34.03'
(D)	2,182,714.351'	5,991,695.662'	2,182,717.230'	5,991,758.212'	150'	62.62'	24° 05' 41.3072"	63.08'
(E)	2,182,717.230'	5,991,758.212'	2,182,703.811'	5,991,818.184'	60'	61.46'	61° 36' 39.5851"	64.52'
(F)	2,182,703.810'	5,991,818.184'	2,182,675.975'	5,991,834.458'	80'	32.24'	23° 15' 07.0435"	32.47'



2 BAT TRAIL CENTERLINE PROFILE
 SCALE: HORZ SCALE: 1" = 20', VERT SCALE: 1" = 2'

ISSUED FOR PERMIT REVIEW

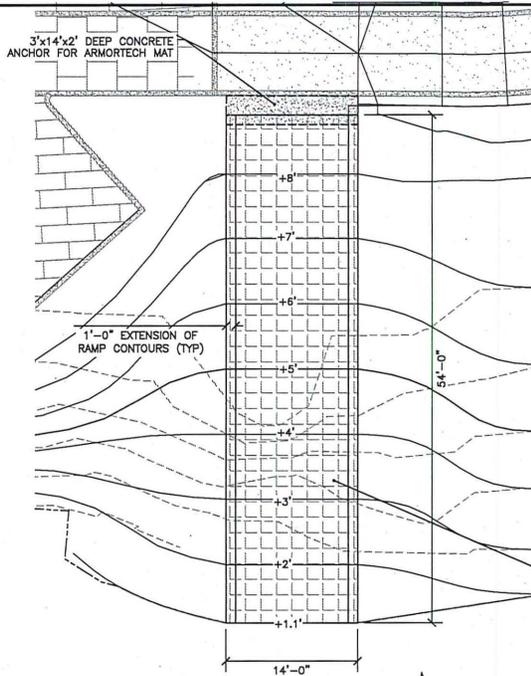
NOBLE CONSULTANTS **GEC**
 2201 DUPONT DRIVE, SUITE 800
 IRVING, CA 92614
 949-752-1530
 949-752-8581 (FAX)

NO.	DATE	REVISION

DESIGNED BY: TJP
 DRAWN BY: PM
 CHECKED BY: TJP
 APPROV. BY: TJP

LOCH LOMOND MARINA SITE IMPROVEMENTS
BAT TRAIL PLAN & PROFILE
 110 LOCH LOMOND DR, SAN RAFAEL, CA 94901

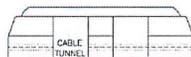
SHEET 14 OF 16
 JOB NO. 1095-03
 SCALE AS SHOWN
 DATE 2 AUG 2019



Open-Cell Block

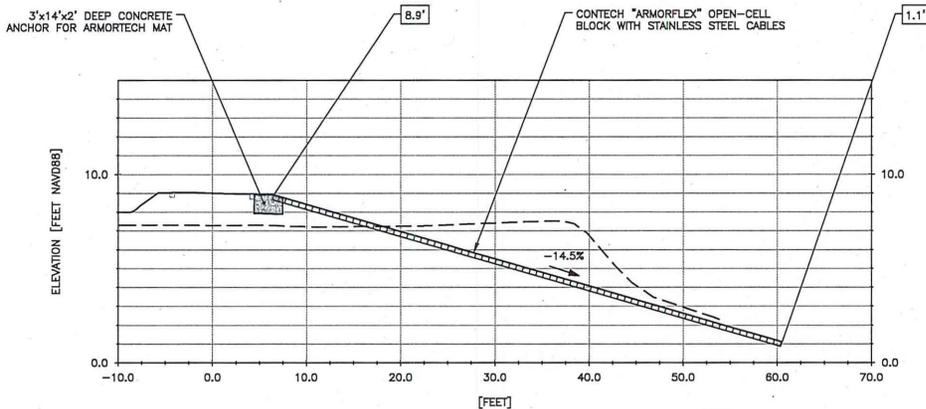


Side View



(N) KAYAK LAUNCH RAMP TO BE 14'-0" WIDE CONTECH ARMORTECH MAT WITH PEA GRAVEL FILL

1
17 KAYAK LAUNCH RAMP PLAN VIEW
SCALE: 1" = 6'-0"



2
17 KAYAK LAUNCH RAMP ELEVATION VIEW
SCALE: HORIZ SCALE: 1" = 6', VERT SCALE: 1" = 3'

ISSUED FOR PERMIT REVIEW



NOBLE CONSULTANTS **GEC**

2201 DUPONT DRIVE, SUITE 830
DUBLIN, CA 94568
949-752-1530
949-752-8581 (FAX)

NO.	DATE	REVISION

DESIGNED BY	TJF
DRAWN BY	PM
CHECKED BY	TJF
APPROV. BY	TJF

LOCH LOMOND MARINA SITE IMPROVEMENTS
BAT KAYAK LAUNCH RAMP & DETAILS
110 LOCH LOMOND DR, SAN RAFAEL, CA 94901

SHEET	17	OF	16
JOB NO.	1095-03		
SCALE	1" = 6'-0"		
DATE	2 AUG 2019		

S-6

ATTACHMENT 2

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR THE VILLAGE AT LOCH LOMOND MARINA DEVELOPMENT AT 110 LOCH LOMOND DRIVE

WHEREAS, on August 7, 2007, the City approved the Village at Loch Lomond Marina development. This approval permits a mixed-use development that includes enhanced and upgraded marina facilities, a new grocery store and neighborhood commercial uses, development of 81 residential units and publicly accessible shoreline park and recreation improvements; and

WHEREAS, the August 7, 2007 City approvals included adoption of City Council Resolution No. 12332 covering the approval of a Vesting Tentative Map for the mixed-use development. Vesting Tentative Map Condition 36 requires that 17 of the 81 approved residential units be reserved for sale to low- and moderate-income households (the "BMR for-sale units"); and

WHEREAS, on July 1, 2008, a Below Market Rate ("BMR") Housing Agreement was executed between the City, property owner/developer and Marin Housing Authority (MHA) memorializing the affordability restriction of the 17 BMR for-sale units for 55 years; and

WHEREAS, since 2008, the first phase of "The Strand" residential development has been constructed. Eleven of the 17 BMR for-sale units were built in this first phase and have been sold to qualifying households by MHA. The remaining six, unbuilt BMR for-sale units remain in the second phase of The Strand and in the mixed-use building; and

WHEREAS, in mid-2019, Marina Village Associates, LLC (MVA), property owner/developer, initiated discussions with the City to "buy-out" the remaining unbuilt BMR for-sale units. Staff negotiated a buy-out of these unbuilt units for an amount of \$3,686,400. An amendment to the BMR Housing Agreement was prepared, which included instructions on when and how the buy-out payment would be made to the City for deposit into a special account to be used solely for housing for persons of low or moderate income (the City's Affordable Housing Trust Fund # 243); and

WHEREAS, the BMR unit buy-out amount was derived based on the terms specified in the executed BMR Agreement. As the BMR Agreement is among three parties, MHA, the property owners/developer and the City, it was determined that a Memorandum of Understanding is necessary to ensure that the buy-out terms are clear and understandable; and

WHEREAS, on April 20, 2020, the City Council held a duly noticed public hearing to consider the Memorandum of Understanding, the report of the Community Development and Public Works Departments and public testimony.

NOW THEREFORE BE IT RESOLVED that the City Manager is hereby authorized to execute, on behalf of the City of San Rafael, the Memorandum of Understanding for the Village at Loch Lomond Marina, located at 110 Loch Lomond Drive, attached hereto as Exhibit A and incorporated herein by reference, subject to final approval as to form by the City Attorney.

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 20th day of April 2020, by the following vote, to wit:

ATTACHMENT 2

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Exhibit A: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

AMONG THE CITY OF SAN RAFAEL, THE HOUSING AUTHORITY OF THE COUNTY OF MARIN, AND MARINA VILLAGE ASSOCIATES, LLC

REGARDING DEVELOPMENT OF THE VILLAGE AT LOCH LOMOND MARINA

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, 2020 (“Effective Date”) by and among the City of San Rafael (hereinafter referred to as “City”), the Housing Authority of the County of Marin (“Marin Housing Authority”) and Marina Village Associates, LLC, a Delaware limited liability company (hereinafter referred to as the “Developer”), collectively referred to herein as the “Parties”.

RECITALS

- A. Developer is the developer of a mixed-use development known as the Village at Loch Lomond Marina in the City of San Rafael, County of Marin, State of California (the “Development”). The City granted approval of the Development on August 6, 2007, approving the construction of eighty-one (81) residential units and numerous other structures and amenities.
- B. Marin Housing Authority is authorized by law to participate in programs that provide housing for households of very low, low, and moderate income and is by experience qualified to screen and determine the eligibility of applicants for very low, low, and moderate-income housing.
- C. The City has adopted affordable housing requirements contained in the Zoning Ordinance Section 14.16.030 of the San Rafael Municipal Code. Pursuant to Section 14.16.030, and as a condition of approval of the Development, the City required, and the Parties entered into, that certain “Below Market Rate Housing Agreement” dated July 1, 2008 and subsequently recorded in the Official Records of the County of Marin on August 14, 2008, as Document No. 2008-003836 (the “BMR Agreement”).
- D. The BMR Agreement requires Developer to construct seventeen (17) of the eighty-one (81) residential units in the Development as below market rate (“BMR”) units. In order to facilitate completion of the Development, Developer has requested and City and Marin Housing have agreed to an amendment of the BMR Agreement to reduce the number of required BMR units from seventeen (17) to eleven (11), in consideration of Developer’s payment of a mutually agreeable buyout price, on the terms set forth herein.
- E. Pursuant to San Rafael City Council Resolution No. 13665, City and Developer entered into a Subdivision Improvement Agreement dated January 21, 2014 for Phase 1 of the Development (hereafter, the “Phase 1 SIA”).
- F. Pursuant to San Rafael City Council Resolution No. 13878, City and Developer entered into a Subdivision Improvement Agreement dated January 21, 2014 for Phase 2 of the Development (hereafter, the “Phase 2 SIA”).
- G. Developer has commenced construction of the Development and has completed the majority of Phase 1 including subdivision improvements, and portions of Phase 2 including subdivision

improvements. In order to reduce Developer’s outstanding construction and payment bonds and thereby facilitate completion of the Development, the Parties now wish to consolidate and make amendments to the Phase 1 SIA and the Phase 2 SIA, and the security therefor, to reflect the completed improvements and to provide for the completion of those improvements that still remain to be constructed.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

ARTICLE I. AMENDMENTS TO THE BMR AGREEMENT

1. The Parties will execute a “First Amendment to Below Market Rate Housing Agreement” (hereafter, the “First Amendment”) that will include the following substantive amendments to the BMR Agreement:

- a. Paragraph 1 of the BMR Agreement and the Exhibits to the BMR Agreement will be amended to reduce the number of onsite BMR units required in the Development from seventeen (17) to eleven (11). The following units will be released from the affordability restrictions of the BMR Agreement:

VILLAGE @ LOCH LOMOND MARINA
Below Market Rate (BMR) Units to be Released

Address	APN	Lot No. & Subdivision
25 Loch Lomond Drive	016-070-14	Lot #2, Village @ LL Marina Sub Phase 1
25 Loch Lomond Drive	016-341-04	Lot #2, Village @ LL Marina Sub Phase 1
36 Bayharbor Way	016-341-68	Lot #4, Village @ LL Marina Sub, Phase 2
54 Bayharbor Way	016-341-68	Lot #68, Village @ LL Marina Sub, Phase 2
58 Bayharbor Way	016-341-06	Lot #6, Village @ LL Marina Sub, Phase 2
64 Bayharbor Way	016-341-75	Lot #75, Village @ LL Marina Sub, Phase 2

- b. The required types of BMR units specified in Paragraph 2 of the BMR Agreement will be amended to a requirement of nine (9) attached townhouses and two (2) detached cottages.
- c. Paragraph 8 of the BMR Agreement, concerning the Marin Housing Authority’s declination to purchase a for-sale BMR unit, will be amended as follows, shown with additions underlined and deletions struck out:

In the event that Marin Housing Authority or its assignee declines to purchase the Unit, it may be sold by the Developer on the open market without restrictions as to the price, affordability, or future re-sale, and no deed restrictions will be placed on the property. In the event that the declination of the purchase of the Unit is the result of a separate memorandum of understanding (“MOU”) between the City, the Marin Housing Authority and the Developer, such agreement shall include a mutually agreed to sale price of the units on the open market without restrictions. In such event, the Developer shall pay to the City from the sale

price of the Unit seventy-five percent (75%) of the difference between the net price achieved after normal selling and closing costs and the below-market-rate sales prices specific in Exhibit "B". Said sum shall be paid to the City upon close of escrow on the sale of such Unit or, if the sale is pursuant to a contract of sale, upon execution of such contract, or, if the sale price is set by a separate MOU, within forty-five (45) days of execution of such an agreement, whichever shall first occur (the "Payment Date").

Notwithstanding the foregoing, in recognition of the COVID-19 pandemic's effects on the financial markets and Executive Order N-33-20 issued by the Governor of the State of California on March 19, 2020 (the "Stay At Home Order"), the Payment Date shall be extended until forty-five (45) days after the Stay At Home Order has been lifted for Marin County, if such date is later than the Payment Date. The City shall pay to Marin Housing Authority ~~ten percent (10%)~~ one percent (1%) of this sum for Marin Housing Authority's use in administering Below Market Rate projects, including, but not limited to, on-going BMR monitoring, legal fees and future BMR re-sales. Any such payments made to the City shall be retained by the City in a special account to be used solely for activities which it deems will facilitate the provision of housing for persons of low or moderate income.

2. In exchange for the elimination of six BMR units from the Development, Developer will pay to the City the sum of \$3,686,400 (hereafter, the "Buyout Amount"). Pursuant to the amendment to be made to Paragraph 8 of the BMR Agreement as described in 1.c. of this MOU, the Parties hereby agree that the Buyout Amount is calculated based upon an agreed sales prices as follows:

- a. Total below market sale price for six (6) affordable units: \$2,359,800;
- b. Total below market sale price for six (6) affordable units on the open market without restrictions: \$7,500,000;
- c. Normal selling and closing costs of \$225,000, representing three percent (3%) of the sale price of the six (6) units combined on the open market without restrictions;
- d. Buyout Amount = 75% (\$7,500,000 - \$225,000 - \$2,359,800) = \$3,686,400

3. The Developer will pay the Buyout Amount to the City within forty-five (45) days following execution by all the Parties of the First Amendment (the "Payment Date"). Notwithstanding the foregoing, in recognition of the COVID-19 pandemic's effects on the financial markets and Executive Order N-33-20 issued by the Governor of the State of California on March 19, 2020 (the "Stay At Home Order"), the Payment Date shall be extended until forty-five (45) days after the Stay At Home Order has been lifted for Marin County, if such date is later than the Payment Date.

4. Upon receipt of the Buyout Amount, City will cause the First Amendment to be recorded in the Office of the Marin County Recorder and City will pay to the Marin Housing Authority the sum of \$36,864 from the Buyout Amount, representing one percent (1%) of the Buyout Amount.

5. Once the First Amendment has been recorded, the BMR Agreement as amended by the First Amendment will be fully transferable and/or assignable to all successors or assignee(s) of the Development.

6. Following recordation of the First Amendment, the City will record a release notice for the lots described in Section 1(a) above, in a form approved by Developer,

ARTICLE II. CONSOLIDATED SUBDIVISION IMPROVEMENT AGREEMENT

7. City and Developer will enter into a Consolidated Subdivision Improvement Agreement for completion of the unconstructed subdivision improvements required by the Phase 1 SIA and the Phase 2 SIA, including the work required by Amendment No. 5 to Permit No. 2006.010.05 , issued by the San Francisco Bay Conservation and Development Commission (“BCDC”) on December 12, 2019. The Consolidated Subdivision Improvement Agreement will be in the form attached hereto as Exhibit A and incorporated herein, subject to final approval as to form and substance by the City Attorney and the Director of Public Works.

ARTICLE III. GENERAL PROVISIONS

8. No Third-Party Beneficiaries. The Parties do not intend, by any provision of this MOU, to create in any third party, any benefit or right owed by one Party, under the terms and conditions of this MOU, to the other Parties.

9. Entire Agreement -- Amendments.

- a. The terms and conditions of this MOU, 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. The terms and conditions of this MOU shall not be altered or modified except by a written amendment signed by all of the Parties.

10. 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.

11. Applicable Law. The laws of the State of California shall govern this Agreement.

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

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

CITY OF SAN RAFAEL

MARINA VILLAGE ASSOCIATES, LLC
A Delaware limited liability company

By: _____
JIM SCHUTZ, City Manager

By: _____

Name: _____

DRAFT DATE: April 7, 2020

ATTEST:

Title: _____

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

HOUSING AUTHORITY OF MARIN COUNTY

By: _____
LEWIS JORDAN, Executive Director

Attachment: Exhibit "A"- Consolidated Subdivision Improvement Agreement

ATTACHMENT 3

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE BELOW MARKET RATE HOUSING AGREEMENT FOR THE VILLAGE AT LOCH LOMOND MARINA DEVELOPMENT AT 110 LOCH LOMOND DRIVE

WHEREAS, on August 7, 2007, the City approved the Village at Loch Lomond Marina development. This approval permits a mixed-use development that includes enhanced and upgraded marina facilities, a new grocery store and neighborhood commercial uses, development of 81 residential units and publicly accessible shoreline park and recreation improvements; and

WHEREAS, the August 7, 2007 City approvals included adoption of City Council Resolution No. 12332 covering the approval of a Vesting Tentative Map for the mixed-use development. Vesting Tentative Map Condition 36 requires that 17 of the 81 approved residential units be reserved for sale to low- and moderate-income households (the “BMR for-sale units”); and

WHEREAS, on July 1, 2008, a Below Market Rate (“BMR”) Housing Agreement was executed between the City, property owner/developer and Marin Housing Authority (MHA) memorializing the affordability restriction of the 17 BMR for-sale units for 55 years; and

WHEREAS, since 2008, the first phase of “The Strand” residential development has been constructed. Eleven of the 17 BMR for-sale units were built in this first phase and have been sold to qualifying households by MHA. The remaining six, unbuilt BMR for-sale units remain in the second phase of The Strand and in the mixed-use building; and

WHEREAS, in mid-2019, Marina Village Associates, LLC (MVA), property owner/developer, initiated discussions with the City to “buy-out” the remaining unbuilt BMR for-sale units. Staff negotiated a buy-out of these unbuilt units for an amount of \$3,686,400. An amendment to the BMR Housing Agreement was prepared, which included instructions on when and how the buy-out payment would be made to the City for deposit into a special account to be used solely for housing for persons of low or moderate income (the City’s Affordable Housing Trust Fund # 243); and

WHEREAS, on April 20, 2020, the City Council held a duly noticed public hearing to consider the proposed amendment to the BMR Housing Agreement, the report of the Community Development and Public Works Departments and public testimony.

NOW THEREFORE BE IT RESOLVED that the City Manager is hereby authorized to execute, on behalf of the City of San Rafael, the First Amendment to BMR Housing Agreement for the Village at Loch Lomond Marina, located at 110 Loch Lomond Drive, attached hereto as Exhibit A and incorporated herein by reference, subject to final approval as to form by the City Attorney.

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 20th day of April 2020, by the following vote, to wit:

ATTACHMENT 3

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Exhibit A: First Amendment to Below Market Rate Housing Agreement

EXHIBIT A

No recording fee per G.C. 27383

Recording Requested by:

City of San Rafael

When Recorded Return to:

City of San Rafael

Attn: Lindsay Lara, City Clerk

1400 Fifth Avenue

San Rafael, CA 94901

**FIRST AMENDMENT TO
BELOW MARKET RATE HOUSING AGREEMENT
(Ownership Units)**

Development Name: Village at Loch Lomond Marina

Affordable Unit Property Address: Loch Lomond Marina, San Rafael, California

Developer: Marina Village Associates, LLC, a Delaware limited liability company, as successor-in-interest to San Rafael Marina LLC, a California Limited Liability Company, or any future successor-in-interest

THIS FIRST AMENDMENT to Below Market Rate Housing Agreement is made and entered into this ____ day of _____, 2020, among the **CITY OF SAN RAFAEL**, a municipal corporation ("City"), the **HOUSING AUTHORITY OF THE COUNTY OF MARIN**, a public body, corporate and politic, created under the Housing Authority Law of the State of California ("Marin Housing Authority"), and **MARINA VILLAGE ASSOCIATES, LLC**, a Delaware limited liability company, as successor-in-interest to San Rafael Marina, LLC, a California limited liability company ("SRM"), or any future successor-in-interest ("Developer"), collectively the "Parties," with reference to the following:

- A. Developer is the developer of a mixed-use development known as the Village at Loch Lomond Marina in the City of San Rafael, County of Marin, State of California (the "Development"). The City granted approval of the Development on August 6, 2007, approving the construction of eighty-one (81) residential units and numerous other structures and amenities.
- B. Marin Housing Authority is authorized by law to participate in programs that provide housing for households of very low, low, and moderate income and is by experience qualified to screen and determine the eligibility of applicants for very low, low, and moderate-income housing.
- C. The City has adopted affordable housing requirements contained in the Zoning Ordinance Section 14.16.030 of the San Rafael Municipal Code (the "Affordable Housing Requirements"). Pursuant to Section 14.16.030, and as a condition of approval of the Development, the City required, and the City, Marin Housing Authority, and SRM entered into, that certain "Below Market Rate Housing Agreement" dated July 1, 2008 and subsequently recorded in the Official

Records of the County of Marin on August 14, 2008, as Document No. 2008-003836 (the BMR Agreement”).

- D. Pursuant to the BMR Agreement, the Developer agreed to provide seventeen (17) of the allowed residential units on the site as below market rate (“BMR”) units.
- E. The Developer has commenced construction of the Development in two phases. As of the date of this First Amendment, Developer has completed construction of forty-four (44) of the residential units, including eleven (11) of the seventeen (17) BMR units required by the BMR Agreement.
- F. The Parties hereto desire, by this First Amendment, to modify the terms of the BMR Agreement as set forth herein.

NOW THEREFORE, it is hereby agreed by and between the Parties hereto as follows.

AGREEMENT

Section 1. Paragraph 1 of the BMR Agreement is hereby amended to read in its entirety as follows:

- 1. The Developer agrees that eleven (11) dwelling units within the project approved by the City for the property described in Exhibit “A” to this BMR Agreement will be sold to low- and moderate- income households in accordance with the terms and pursuant to the procedures set forth in this Agreement. Said dwelling units are identified in Exhibit “1” attached to this First Amendment and incorporated herein by reference, subject to the amendments provided in Section 4 of this First Amendment. Said dwelling units are hereafter referred to as “the Affordable Units”.

Section 2. Paragraph 2 of the BMR Agreement is hereby amended to read in its entirety as follows:

- 2. The Developer agrees that the Affordable Units, consisting of nine (9) attached townhouses and two (2) detached cottages, shall be dispersed throughout Phase 1 of the Development as shown in Exhibit 2 attached to this First Amendment and incorporated herein by reference. The Affordable Units shall be of the same general design and exterior appearance as the Market Rate Unit, of comparable quality of construction and with the same number of averaged bedrooms as the Market Rate Units. Interior features of the Affordable Units shall be durable and of good quality. The Affordable Units shall include one, two, or three-bedroom units in the numbers and with the square footage indicated in Exhibit B to this Agreement.

Section 3. Paragraph 8 of the BMR Agreement is hereby amended to read in its entirety as follows:

- 8. In the event that Marin Housing Authority or its assignee declines to purchase the Unit, it may be sold by the Developer on the open market without restrictions as to the price, affordability, or future re-sale, and no deed restrictions will be placed on the property. In the event that the declination of the purchase of the Unit is the result of a separate memorandum of understanding (“MOU”) between the City, the Marin Housing Authority and the Developer, such agreement shall include a mutually agreed to sale price of the units on the open market without restrictions. In such events, the Developer shall pay to the City from the sale price of the Unit seventy-five percent (75%) of the difference between the net price achieved after normal selling and closing costs and the below-market-rate sales prices

specific in Exhibit “B”. Said sum shall be paid to the City upon close of escrow on the sale of such Unit or, if the sale is pursuant to a contract of sale, upon execution of such contract or, if the sale price is set by a separate MOU, within forty-five (45) days of execution of such an agreement, whichever shall first occur (the “Payment Date”). Notwithstanding the foregoing, in recognition of the COVID-19 pandemic’s effects on the financial markets and Executive Order N-33-20 issued by the Governor of the State of California on March 19, 2020 (the “Stay At Home Order”), the Payment Date shall be extended until forty-five (45) days after the Stay At Home Order has been lifted for Marin County, if such date is later than the Payment Date. The City shall pay to Marin Housing Authority ~~ten percent (10%)~~ one percent (1%) of this sum for Marin Housing Authority’s use in administering Below Market Rate projects, including, but not limited to, on-going BMR monitoring, legal fees and future BMR re-sales. Any such payments made to the City shall be retained by the City in a special account to be used solely for activities which it deems will facilitate the provision of housing for persons of low or moderate income.

Section 4. The Exhibits to the BMR Agreement are hereby amended and shall be interpreted so as to exclude from the affordability requirement of the BMR Agreement, the following properties:

VILLAGE @ LOCH LOMOND MARINA
Below Market Rate (BMR) Units to be Released

Address	APN	Lot No. & Subdivision	Unit Type
25 Loch Lomond Drive	016-070-14	Lot #2, Village @ LL Marina Sub Phase 1	Flat
25 Loch Lomond Drive	016-341-04	Lot #2, Village @ LL Marina Sub Phase 1	Flat
36 Bayharbor Way	016-341-68	Lot #4, Village @ LL Marina Sub, Phase 2	Cottage
54 Bayharbor Way	016-341-68	Lot #68, Village @ LL Marina Sub, Phase 2	Townhome
58 Bayharbor Way	016-341-06	Lot #6, Village @ LL Marina Sub, Phase 2	Cottage
64 Bayharbor Way	016-341-75	Lot #75, Village @ LL Marina Sub, Phase 2	Townhome

Section 5. Except as specifically amended in this First Amendment, all terms of the BMR Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

DEVELOPER:

Marina Village Associates, LLC
A Delaware limited liability company

CITY:

City of San Rafael

By: _____

By: _____

Jim Schutz, City Manager

Name

Title

DRAFT DATE: April 10, 2020

MARIN HOUSING AUTHORITY:

ATTEST:

By: _____
Lewis Jordan, Executive Director

Lindsay Lara, City Clerk

APPROVED AS TO FORM:

Robert F. Epstein, City Attorney

ATTACHMENT 4

**Letter to the City of San Rafael from Marina Village Associates, LLC,
dated March 9, 2020**

Marina Village Associates, LLC
1999 Avenue of the Stars, Suite 2850
Los Angeles, CA 90067
(310) 824-7093

VIA E-MAIL

March 9, 2020

Mr. Paul Jensen
Community Development Director
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

Re: **Village at Loch Lomond, Below Market Rate (BMR) Housing Agreement, Buyout**

Dear Paul,

Thank you for your valuable time in meeting with us on Thursday March 5, 2020. I wanted to follow up with you on the items we discussed in order to help finalize the Memorandum of Understanding with respect to Marina Village Associates, LLC (MVA) request to enter into an agreement with the City of San Rafael to buyout the six remaining Below Market rate (BMR) housing units within the Marin Housing Authority Agreement.

Since two thirds of the 17 BMR units (approximately 11 units) have already been built and sold, this buyout provides an excellent opportunity for the City of San Rafael to utilize the \$3,686,400.00 of revenue generated from the buyout to substantially increase the number of affordable housing units beyond the remaining 6 units (through other affordable housing programs/projects in the City), and will assist MVA in expediting the remaining subdivision improvements.

As mentioned in our meeting, MVA has entered into an agreement to potentially sell the Marina portion of the Loch Lomond project, to Safe Harbor Marinas (SHM) <https://shmarinas.com/>. SHM is one of the premier Marina operators in the US, with 70 home ports across the country, stretching from New England to San Francisco.

With location in Alameda and Emeryville CA, SHM knows the San Francisco Bay area waters extremely well.

SHM would bring to Loch Lomond decades of marina operating experience, financial strength, exceptional management, and a Marina operator with an environmentally mindful focus and dedication to their marinas, and the water services they provide for their members.

As part of this transaction, Safe Harbor Marinas will construct a portion of the remaining improvements, including the New Harbormaster and Boat Repair buildings, as well as the reskin/resurfacing improvements to the existing Yacht club. MVA will complete the construction of both the Kayak Dock and Kayak Launch Ramp, as well as the marina site improvements for flooding repairs at the east jetty, trail, and playground area.

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Furthermore, MVA will assist SHM up through the approval and permit process for the fuel dock with the Bay Conservation Development Commission (BCDC), at which time, should SHM determine the fuel dock is a viable asset to the marina, SHM will then be responsible for the permits and construction of the fuel dock.

SHM would like to expeditiously start these improvements upon their Close of Escrow. Based on the window left within the BCDC permits (2006.010.05 & 2006.010.08 Time Extension), MVA and SHM met on Wednesday March 4, 2020 with Bay Conservation Development Commission staff to review the status of the BCDC permits, the following are my notes from that meeting:

We first discussed with BCDC, the proposed yacht club refacing work which BCDC originally thought would not require a permit, however, based on a recent onsite review with BCDC inspectors, they now feel since the majority of this work will involve construction within the Bay, and since the revised scope was not covered under the current BCDC permit, rather than amend the larger permit (which we all know would be a very lengthy process), BCDC agreed this could be handled through an Abbreviated Regionwide Permit, which is BCDC's most expedited permitting process, thus potentially adding this work to Amendment 9.

BCDC felt that this Abbreviated Regionwide Permit could be obtained within 30-60 days after receipt of the application and review of the approved plans. MVA, has already started this process.

While discussing the Yacht club work, BCDC reminded all in attendance that prior to starting any of the work authorized under Amendment No. 5, MVA and or SHM would need to submit all the City's final approved plans and permit to BCDC for their final review and approval, through BCDC's plan review process. That being said, it would be extremely helpful if the City could work with MVA on this submittal to avoid any further delays for these improvements.

Currently as agreed, all of these plans are on hold by the City, until MVA completed design and pulled a permit for the Kayak launch ramp (which unfortunately continues be delayed by continual requests for design changes from our local Kayak enthusiasts), and is now jeopardizing the start and completion of the aforementioned Harbormaster and Boat Repair buildings, as well as the reskin/resurfacing improvements to the existing Yacht club.

During our meeting with BCDC SHM asked if BCDC would be willing to extend the permit should SHM be unable to complete the improvements by the December 1, 2020 expiration. BCDC said they may be willing to extend the permit to accommodate the completion, provided MVA could complete in the next 60-90 days the remaining public access work within the permit, and assuming SHM started the construction as proposed, shortly after their Close of Escrow in late June or early July.

Safe Harbor told BCDC based on their projected 8 month build cycle, and their assumed ability to start construction by mid-June of this year, they should be in position to have a grand opening by early summer of 2021. This would be right within the timing you and I have been discussing.

As you are aware from your recent site visit, MVA has been making preparation for completing the public access over the past few months.

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MVA has now completed the demolition of the old boat repair building, has completed the parking lot paving and striping in this area, built the new pad for the boat repair building, and is currently constructing the Bioswale(s), which will then allow for the majority of the remaining public access work to be completed within the timeframe BCDC requested.

Next, we discussed the Kayak Launch Ramp and Dock, BCDC thanked MVA for our continued exploration of whether it would be feasible to install a 20-foot-wide kayak launch ramp at the breakwater area, addressing the public comments about usability of the proposed ramp.

BCDC expressed hope that the change in ramp design wouldn't result in significant additional bay fill, and preliminary felt the change could be net neutral depending on what the fill for the expanded ramp would be ultimately be replacing, this is critical since additional fill mitigation is not available.

MVA is currently reviewing this with our engineering team, and assured BCDC we would keep them informed of what the revised design would require in terms of bay fill, and additionally would examine whether the ramp width expansion could potentially replace some of the shoreline protection (riprap) that had been proposed adjacent to the ramp.

Lastly, BCDC specifically noted that a permit amendment for the Kayak launch ramp will be required regardless of the ultimate design, as the ramp originally authorized in the permit (2006.010.05) was changed by the new elevations for the breakwater area, and since the most recent ramp design and adjacent riprap (and associated plans) were not authorized under Amendment No. 5.

Based on all this detail from our BCDC meeting, the timing for the completion of design for the Kayak launch ramp and to ensure the other improvements continue to expeditiously move forward, we need to start providing BCDC with the approved plans and permits for the New Harbormaster & Boat Repair building, and the reskin/resurfacing of the existing Yacht club, in order to not further delay these improvements, and most importantly, to avoid the risk should the BCDC permit expire, and not be renewed, we did not jeopardize the ability for these improvements to ever get built.

With the formation of our new Subdivision Improvement Agreement (SIA), we can now address the Kayak Launch Ramp, Dock design and construction within that document.

Likewise, MVA would like to be in position to start the flooding repairs by summers end, however, a key challenge will be the restrictions for vegetation removal occurring within the project footprint, which must occur outside of the nesting bird season (March - August). consequently, here too, we need to immediately start providing BCDC with the approved plans and permit for approval, to avoid delaying this work.

Next, I would like to address our discussion on the status for starting and completing the balance of the homes. As mentioned, while searching for a potential builder partner to help construct the remaining homes, MVA was approached by a local home builder to potentially purchase from MVA, the remaining housing units/homesites and plans.

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MVA is currently working with the aforementioned builder on the potential sale of the remaining housing development, unfortunately, due to joint executed confidentially agreements, I unfortunately am not at liberty to disclose very many details, or the builder' name.

However, I can share with you that the builder has expressed a desire to quickly start and move through all the housing units upon a successful close of escrow. Their plan would be to start between 9-10 homes (4 + 1 of previously started Single family home foundations and one Townhome building of 5 units) as soon as possible, with aspirations for having some home deliveries by yearend. This purchase is predicated upon our successful completion of the BMR buyout.

With respect to a setting timing, and a construction schedule for housing, there are so many factors that have to be considered as to when all the homes could be completed, all of which are ultimately determined by market conditions, stability and sales pace.

As a point of note, all builders work off of some form of construction funding, unlike the commercial components of the Loch Lomond, home building funding has strict limitations for the number of homes under construction at any one time, and total expenditure disbursements.

Since there are very few new home communities in San Rafael, a builder would have to rely upon the resale market for home sales to best determine sales pace. They would then evaluate the average sales price of a Loch Lomond home(s) in comparison with resale homes in the area, comparing sales trends by home price, home size, location etc. I am sure your well aware, higher priced homes typically absorb/sale at a much slower pace than medium priced homes.

Next the builder would consider the market sales pace for all home sales (new and resales in the area) and the existing inventory, weighing that against the total months of supply in any month and quarter, factoring in the seasonality, current market trends, average lot size, views/location etc. Lastly, they have to review the comparable sales price and the average days on market per month, by each product price point (while factoring in other additional costs like, CFD and HOA expenses) in order to try and establish a precise sales pace, all of which can quickly change through a buyer's confidence in the market and the economy.

As you can see, due to so many factors and ever-changing market conditions, it's nearly impossible to precisely lock in a sales pace, without the City guaranteeing zero changes in any of these factors.

Based on the past and current performance for new homes sales and resale at Loch Lomond, and resales homes in adjacent and Marin County (for similar price points with respect to their days on the market), the projected sales pace for a detached Single-Family Home (SFH) would be roughly, one home sale per every two months, or .5 sale a month.

The builder would also account for the build/construction cycle time, which for the SFD homes is approximately 8-9 months. When you consider there are four different product lines, and no models, a builder will have to have a home completely framed home before starting their sales program, in order to improve the ability for a future homebuyer to best understand the floor plan room depth and the homes layout.

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Based on the typical expenditure disbursement in most builder's loans, a builder would be required at minimum, 50% of their started homes be sold before they could start the next group of 2 - 3 homes, thus putting the next home starts some six to eight months out in the beginning.

In a conventional approach, if you assumed the market and all home sales remained strong and steady from the beginning to the end, (allowing 2-3 homes to start every 6 - 8 months (seasonally adjusted), all the SFD homes would be completed by May of 2023.

If you then took the same assumptions for the Townhomes and Mixed-Use building, factoring in a 10-11 Month build cycle on the Townhomes, and 12+ months on the mixed-Use building, and worked with the previous sales pace of 1 home per month for this product type (which is exactly what the past sales pace was at Loch Lomond), and assumed we did not experience any market fluctuations, both these product lines would be completed around the same time as the SFD homes, by May of 2023.

With all that under consideration, unless we all had a crystal ball to forecast a stable housing market, and could guarantee interest rates and material supplies/availability (which has now come into concern for some forecasted shortages due to the COVID-19 crisis) it would be very difficult, if not impossible to insure the new homes sales pace and completion dates.

This is the very reason City's and or County's don't condition sales starts, sales pace and closing, all we can do is make an educated projection. However, with the BMR buyout in place, it greatly enhances the ability to meet and or beat the projected sales pace as outlined.

Since, the timing of construction for the remaining residential units will be dependent on all the outlined market demand for the housing product and pace, all of which cannot be guaranteed, MVA unfortunately would not be amenable to locking in any housing starts or closing dates, without the City willing to guarantee stable market conditions throughout the balance of the project.

Lastly as we discussed, MVA would be amenable to creation of a replacement Subdivision Improvement Agreement (SIA) replacing the Phase 1 & 2 improvement agreement, to ensure the timely completion of the balance of items outlined in Mr. Cornwell's letter dated December, 20, 2019 and per MVA's notations in our response letters dated January 21, 2020. As considered, the original Payment and Performance Bonds for Phase 1 & 2 improvement would be accepted by the City and exonerated, and simultaneously replaced by MVA with a new Payment and Performance Bond(s) for the new SIA scope of work, based on the bulleted items below:

- **Parking Area Adjacent to West Jetty – Removal of Harbormaster's Office:** This work is in progress and should complete by the end of March 1, 2020. The Harbormaster trailer is being relocated to the North, on the Marina's parcel parking lot.
- **Pathway between the West Jetty and Marina Green:** This work was not included in the Phase 1 or 2 agreements and occurs on the Marina's property, as shown on the *Improvement Plans Loch Lomond Market/Mixed-Use Project* prepared by Ruggeri-Jensen-Azar and not the parcels for the Phase 1 improvements.

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However, the pathway has been completed in front of the future Harbormaster Building and is continuous from the West Jetty to the Marina Green. The only missing component is the lighting, which is powered from the future Harbormaster Building electrical panel and will be installed and completed as part of the construction of that building.

- **New Kayak Dock in Vicinity of Boat Ramp, and Kayak Launch at End of Loch Lomond Drive:** A separate agreement has been reached with the City on construction of a larger kayak dock in exchange for the proposed reskinning of the Yacht Club that is currently in plan check. However, as previously noted, the ultimate design will be subject to BCDC approval.

This work cannot start until permits are issued. At the request from BCDC, MVA is currently investigating with our engineering team, and will inform BCDC and the City should the revised design would require additional bay fill, and whether the ramp width expansion could replace some of the shoreline protection (riprap) that had been proposed adjacent to the ramp.

BCDC made it very clear that a permit amendment for the kayak launch ramp will be needed regardless of the ultimate design, as the ramp originally authorized in the permit (2006.010.00) will change based on the new elevations for the breakwater area, and the more recent ramp design and adjacent riprap (and associated plans) were not authorized under Amendment No. 5.

As previously mentioned, we can now account for the Kayak Launch Ramp and Dock design and construction as part of the Subdivision Improvement Agreement, however, all final design will be subject to BCDC approval of the plans before these improvements can start.

- **Flood Protection Improvements at Central Jetty in accordance with BCDC Amendment No. 5:** The existing improvements were constructed in accordance with the approved Phase 1 plans. However, the Flood Protection Improvements will now be part of the new SIA. The Engineers Opinion of Probable Costs prepared by Noble Consultants (\$756, 155 +10% mark-up + 10% contingency) was provided to the City with the January 21, 2020 letter. Completion of this work is memorialized in BCDC Amendment No. 5. The design and construction will now become part of the Subdivision Improvement Agreement.
- **Flood Protection Improvements at Breakwater Access Trail in accordance with BCDC Amendment No. 5:** The majority of the existing improvements were not included in Phase 1 or 2 agreements.

However, the Flood Protection Improvements at Breakwater Access Trail will now be part of the new SIA.

These improvements are covered by a separate set of plans, and are already under an agreement in the BCDC Amendment No. 5., The approved plans still need final approval by BCDC, MVA will need to submit to BCDC the permit and approved plans before work can start.

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The Engineer's Opinion of Probable Costs prepared by Noble Consultants (\$6,738 removal + \$42,863 replacement +10% mark-up + 10% contingency) was provided with the MVA January 21, 2020 letter.

As previously mentioned, MVA would like to be in position to have the flooding repairs completed once approved by BCDC. The key timing challenge will be the restrictions for vegetation removal occurring within the project footprint (as part of this project) which must occur outside of the nesting bird season (March- August). However, there may be an opportunity to work within the nesting bird season if a qualified biologist performs a pre-construction nesting bird survey and no nests are found.

Most importantly, MVA needs the City to issue the permit and stamped plans ASAP so that MVA could start the final approval process with BCDC, and be in position to start the work directly after the busy summer season.

- **Interpretative Signage at Wetlands Area:** This work is not included in the Phase 1 or 2 agreements; however, this work is memorialized in BCDC Amendment No. 5. And will now be part of the new SIA.
- **Median Work and Frontage Improvements on Point San Pedro Road:** This work will now be included in the new SIA. The plan is to complete this work once we have a final determination on the deletion of the old light pole in conflict with the new median nosing. The Engineer's Opinion of Probable Costs prepared by Ruggeri-Jensen-Azar (\$71,900) provided with the MVA January 21, 2020 letter.
- **Work at Point San Pedro Road and Loch Lomond Drive Intersection, Complete Paving of Point San Pedro Road:** We understand these items include repaving a portion of Point San Pedro Road from where the future median work will occur to the West end of the intersection.

This work was not included in the Phase 1 or 2 agreements and needs to be finalized on the agreed scope of work so we can include in the Engineer's Opinion of Probable Costs for off-site work from Ruggeri-Jensen-Azar.

MVA would be amenable to this request, should we be able to eliminate the light pole in the median, previously noted.

- **Complete Other Minor Connections and Transitions form District Maintained Improvement's to Private Improvements:** We understand this work to include the stamped asphalt walkway transitions. **This work has been completed.**
- **Remaining Construction Schedule:** BCDC Amendment No. 5 provides for revised completion dates of December 31, 2021 for the work authorized under their permit.

In order to start the aforementioned work this year, and not require additional extensions, MVA will need the City to issue the final approved plans and permit(s) so we can forward them for approval by BCDC through the BCDC plan review process, ASAP.

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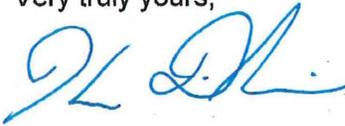
As previously discussed and noted, the timing of construction for the remaining residential units will be dependent on market demand for the housing product.

I believe this covers all of the items we discussed, as always, I would be happy to meet with you or any other City officials to discuss the enclosed items and provide more specific and direct details.

In closing, I would like to thank you and the City for consideration for Marina Village Associates, LLC, request to enter into an agreement with the City of San Rafael to buyout the six remaining Below Market rate (BMR) housing units

MVA is very confident that through successful conclusion of this agreement, the revenue generated for the City of San Rafael through the buyout will both substantially increase the number of affordable units beyond the remaining 6 units, through new affordable programs/projects in the City, and will assist MVA to help expedite the completion of the Subdivision Improvements.

Very truly yours,



Thomas DiPrima
Senior Vice President of Development
Marina Village Associates, LLC

CC: Lisa Goldfien Assistant City Attorney City of San Rafael
Al Cornwell Consulting Engineer
Ethan Guy Senior Analyst City of San Rafael
Daryl Cruser Marina Village Associates, LLC
Rick Arambulo Marina Village Associates, LLC

ATTACHMENT 5



SAN RAFAEL
THE CITY WITH A MISSION

NOTICE OF ONLINE PUBLIC MEETING – CITY COUNCIL

You are invited to view and participate online for the City Council meeting on the following proposed project:

PROJECT: 110 Loch Lomond Drive (Loch Lomond Marina) - Request for City Council review and approval of the following for the Village @ Loch Lomond Marina development: a) a Subdivision Improvement Agreement to cover and provide securities for construction of the remaining project infrastructure improvements including flooding improvements at the playground on the central jetty and access path area near the marina breakwater; and b) an amendment to the Below-Market-Rate (BMR) Agreement, which would permit the applicant to buy-out the remaining, six (6), unconstructed BMR units approved for the second phase of development. APN: 016-070-09; Planned Development (PD-1860) District; Marina Village Associates, LLC, owners/applicant; File No(s): INF20-006.

As required by State law (California Environmental Quality Act), the Village @ Loch Lomond Marina Development is subject to environment review. A Final Environmental Impact Report (FEIR) was prepared and certified by the City Council in 2007. The flooding improvements referenced above were reviewed and determined to be adequately assessed under the FEIR. An EIR Addendum was prepared to confirm this finding, which is on file with the Department of Community Development. The amendment to the BMR Agreement would not result in a physical change in the environment and is therefore subject to the general rule that such actions are exempt from environmental review pursuant to CEQA Guidelines Section 15061.

MEETING DATE/TIME/LOCATION: Monday, April 20, 2020, 7:00 p.m. **COVID-19 ADVISORY NOTICE** Consistent with Executive Orders No.-25-20 and No. N-29-20 from the Executive Department of the State of California and the Marin County March 16, 2020 Shelter in Place Order, the San Rafael City Council meeting of April 20, 2020 will not be physically open to the public and the meeting will be streamed live to YouTube at <https://www.youtube.com/channel/UCaQDIHi5fD6sByZUw5FOg9A>. Instructions on how to participate online, will be available on the YouTube channel.

FOR MORE INFORMATION: Contact Paul Jensen, Community Development Director at (415) 485-5064 or paul.jensen@cityofsanrafael.org. City offices are currently closed to public walk in, but you can contact the planner for more information. You can also view the staff report after 5:00 p.m. on the Friday before the meeting at <http://www.cityofsanrafael.org/meetings>.

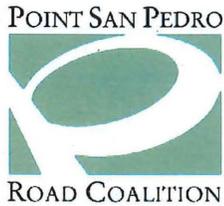
WHAT WILL HAPPEN: The City Council will consider public comment/testimony and decide whether to approve or deny the request by the applicant.

IF YOU WANT TO COMMENT: You can send written correspondence by email to the address above prior to the meeting, you can comment online in real-time on YouTube. If you don't have access to internet, contact the City Clerk to discuss alternative options for remote participation at 415-485-3066.

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection online. Sign Language interpreters 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.

ATTACHMENT 6

Correspondence



POINT SAN PEDRO ROAD COALITION

"Promoting Quality of Life in our Community"

Loch Lomond Marina Committee

April 9, 2020

RECEIVED

APR 08 2020

PLANNING

Coalition Directors

Co-Presidents

*Denise Lucy
Bonnie Marmor*

Secretary

Kati Miller

Treasurer

Dave Crutcher

Directors

*Kevin Hagerty
Alan Schaevitz*

Standing Committee Chairs

Disaster Preparedness

John Lenser

Loch Lomond Marina

Alan Schaevitz

Pt. San Pedro Roadway

Kevin Hagerty

S.R. Rock Quarry

Dave Crutcher

Wetlands

-open

San Rafael City Council
San Rafael City Hall
1400 Fifth Avenue, Room 203
San Rafael, CA
Via email attachment

To City Council Members:

First, on behalf of the Point San Pedro Road Coalition, I want to thank the City of San Rafael and particularly the Community Development Department (CDD) and Department of Public Works (DPW) for working with our Loch Lomond Marina Oversight Committee on a regular basis over the past several years on the development project at the Loch Lomond Marina. This cooperative and open relationship has resulted in excellent community involvement and transparency as well as expeditious resolution of several issues. Director Paul Jensen, especially, has been at the forefront of this project and his efforts have been greatly appreciated.

We understand that two items will be presented to the San Rafael City Council at their April 20, 2020 meeting related to this project. The first is a revised Subdivision Improvement Agreement (SIA) and the second is a Below Market Rate (BMR) Agreement between San Rafael and Marina Village Associates (MVA), the project owners. While we have not seen the actual texts of these documents, we have reviewed what we understand is their substance with CDD and DPW and would like to provide our input below to the Council's deliberations.

In regard to the BMR, we understand that in return for the Council's approval removing the requirement for the remaining six on-site BMR residences, MVA has agreed to make a sizable contribution to the City's low-income housing fund. We further understand that these funds will support the creation of many more low-income housing units than the six BMRs that would have been built in The Strand at Loch Lomond Marina. We feel that this would be a win-win-win-win-win situation in that: (1) MVA would be able to sell those six units at market rate, (2) San Rafael will be able to collect property tax revenue on the completed residences, (3) the City would be able to create more low-income housing, (4) residents of

The Strand could finally look forward to not living in the middle of a development project, and (5) our surrounding communities could look forward to having this development project finally completed. While we understand that no requirement can be imposed on MVA actually building out this development, it appears that they are negotiating the sale of the residential portion of the development property to a potential developer who would complete the project assuming they were unencumbered by the BMR requirement.

Regarding the revised SIA to cover the remaining work to be done, the City holds bonds to ensure the completion of the infrastructure and public access areas that are covered by the SIA. This includes among other things the marina, marina green and boardwalk, public access pathways, jetties, the breakwater and areas of Pt. San Pedro Road requiring construction work in conjunction with the marina property. We understand that MVA is in final negotiations with Safe Harbor Marinas (SHM) for the purchase of these properties which also includes the Yacht

Club building and the planned Kayak Dock, Kayak Launch Ramp, Harbormaster's Office, Boat Repair Facility and Fuel Dock Facility. We view this potential transaction very favorably. However, we do have concerns regarding the timely completion of some of the outstanding work yet to be done in these areas and San Rafael's ability to hold the owner, whether it is MVA or SHM, to a reasonable timeframe to do so.

Some of this work yet to be done is directly related to items within the SIA purview (as well as BCDC's purview) and some deal with what are often called "sticks and bricks" construction such as the refacing of the Yacht Club building and construction of the Harbormaster's Office and Boat Repair Facility. A completion schedule for these items, like the residential units, cannot be mandated by City authority, but it is hoped that a new owner, such as SHM, would be more likely to complete these projects in a timely manner than MVA has.

For items that fall under the SIA, the Point San Pedro Road Coalition does have some concerns that it would like to see addressed as part of the SIA conditions (these are not in any priority order nor are they exhaustive):

1. **Flooding Repairs at the Connector to the Breakwater and Playground Jetty:** This work is governed by BCDC permits (BCDC Permit Amendment #5) as well as CDD permits. Our understanding of the potential SHM purchase agreement is that this work would remain the responsibility of MVA even after purchase. While some delay has been due to administrative and bureaucratic processes within BCDC, MVA bears their share of responsibility with slow responses to BCDC requirements and changes. BCDC is now waiting for MVA to submit construction plans. We would like to see emphasis within the SIA on this work being completed with as little delay as possible and well before the December 1, 2021 deadline mandated by BCDC. The delays in rectifying the flooding problems have already gone on far too long and continue to cause damage.
2. **Kayak Launch Ramp:** As a result of changes to the connector topology generated by the final plans in BCDC Permit Amendment #5, MVA chose to submit a revised plan for this launch ramp on the east end of the development at the parking lot end of the connector that deviated from the original plans in significant ways. Originally, the ramp in the 2014 BCDC-approved permits was to be 20' wide and extend to the tidal lower low-water mark. The MVA-revised plan calls for the ramp to be only 12' wide and extend only to the tidal high-water mark. This is unacceptable and must be addressed appropriately. BCDC has stated that MVA must submit revised plans, but MVA has not yet done so nor has it indicated it is actively working to do so. This issue must be addressed clearly in the SIA. The MVA-proposed width is too narrow to make efficient and safe use of the ramp and the proposed length only to the high-water mark is inadequate and would require users to wade into bay mud at any tidal point lower than the high-water mark.
3. **Kayak Dock:** After extensive negotiations among CDD, the Yacht Club and the kayak advocate representative on our Marina Committee, a revised plan was drawn up for the dock at the west end of the development between the Yacht Club building and the boat launch ramp. This revised design depicted a dock with a somewhat larger square-foot area than the original design, a barrier to prohibit users from entering the yacht club property, and with an ADA-compliant slip. As agreed between CDD and MVA, MVA is to draw up official plans to be submitted to BCDC for review and approval. Thus far, no apparent activity in this regard has taken place. As with the Kayak Launch Ramp, this must be clearly addressed in the SIA.
4. **Fuel Dock:** In some ways, this is a "sticks and bricks" item but we feel it should be treated with more stringent requirements than typical. It more resembles a service similar to water, power and pump-out services provided to the those who live aboard their boats, all of which is mandated by the SIA. The CDD permits call for a "full-service marina" and both our Committee and CDD have always considered that to mean the inclusion of a fuel dock. This is an exceedingly important issue for the boating community. The nearest fuel dock currently is in Sausalito, necessitating long trips to refuel, consuming fuel in the process. Some boat owners have taken to refilling their tanks using portable cans, a very unsafe practice and contributing to water pollution from spilled fuel. A letter from MVA to CDD dated March 9, 2020 on this matter clearly states that the new owner may

choose not to implement a fuel dock if it determines that it is not a “viable asset to the marina.” The SIA should make it very clear that a fuel dock is a service similar to water and power, a requirement of a full-service marina and that the City, not the developer, must determine if it is not “viable” and can be eliminated.

5. **Harbormaster’s Office:** While this is a “sticks and bricks” building, it has a direct tie to an element of the SIA. The pedestrian path that is part of the BCDC-mandated Bay Pathway runs between Andy’s Market and the proposed Harbormaster’s Office. Under existing permits, that pathway is planned to have lighted bollards for safety reasons. The electrical source for those bollards is planned to be coupled with the electrical service of the Harbormaster’s Office. To the extent that building is not built or is significantly delayed, there is no lighting on this pathway. This has already proven to be a safety problem, and it will continue and possibly get worse as time elapses. This issue must be addressed by the SIA for safety reasons. Possibly some temporary lighting, such as solar LEDs, could be installed pending the final solution or an alternative power source could be identified.
6. **Pedestrian Access Path:** A public access pedestrian path is specified in the existing permit which extends between Pt. San Pedro Road and the eastern end of the marina along the wetlands and inlet at the east end of the development. MVA has tied the timeframe for this path to the completion of the residential units that border the path. With no mandate to complete this construction and certainly no timeframe, this public access path is in permanent limbo. The SIA should address the completion of this path, set a defined timeframe that is reasonably short and provide some conditions for its completion in lieu of the residential construction being completed within that timeframe.

The Pt. San Pedro Road Coalition’s Loch Lomond Marina Oversight Committee hopes that this input contribute to a strong SIA Amendment and meaningful BMR Agreement and the ability of the developer to rapidly proceed with the successful completion of this project. That is in everyone’s best interest.

Regards,



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Coalition Marina Oversight Committee