



AGENDA

SAN RAFAEL CITY COUNCIL – MONDAY, JUNE 1, 2020

REGULAR MEETING AT 7:00 P.M.

Telephone: (669) 900-9128,

ID: 874-0826-8927

CORONAVIRUS (COVID-19) ADVISORY NOTICE

In response to Executive Order N-29-20, the City of San Rafael will no longer offer an in-person meeting location for the public to attend. This meeting will be streamed through YouTube Live at www.youtube.com/cityofsanrafael. Comments submitted via YouTube Live must be submitted according to the directions located on the YouTube video description. The City is not responsible for any interrupted service. To ensure the City Council receives your comments, submit written comments to the City Clerk prior to the meeting. For more information regarding real-time public comments, please visit our Live Commenting Pilot page at <https://www.cityofsanrafael.org/live-commenting-pilot/>.

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OPEN SESSION – (669) 900-9128, ID: 858-0160-7081# – 6:00 PM

1. Mayor Phillips to announced Closed Session items.

CLOSED SESSION – (669) 900-9128, ID: 858-0160-7081# – 6:00 PM

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

REGULAR MEETING - VIRTUAL MEETING

Telephone: (669) 900-9128,

ID: 874-0826-8927

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

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

CITY MANAGER’S REPORT:

3. City Manager’s Report:

CONSENT CALENDAR:

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

4. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, May 18, 2020 (CC)

Recommended Action – Approve as submitted

b. **Liability Claims Administration Services**

Resolution Authorizing the City Manager to Execute an Agreement with George Hills Company for the Provision of Third-Party Liability Claims Administration Services for a One-Year Period, in an Amount Not to Exceed \$95,950 (CA)

Recommended Action – Adopt Resolution

c. **Cooperation Agreement with County of Marin for Grant Programs**

Resolution Authorizing Execution of a Three-Year Cooperation Agreement with the County of Marin for the Community Development Block Grant (CDBG) and Home Programs (ED)

Recommended Action – Adopt Resolution

d. **Network Design Services for Essential Facilities Projects**

Resolution Approving and Authorizing the City Manager to Execute an Amendment to the Professional Services Agreement with MarinIT for Network Design, Configuration, and Installation Services Associated with the Public Safety Center Essential Facilities Project, In the Amount of \$141,878 (DS)

Recommended Action – Adopt Resolution

e. **Extension of Goldstone Management Inc. Agreement**

Resolution Approving an Amendment to Extend the Agreement to Negotiate Exclusively with Goldstone Management Inc. Regarding Redevelopment of 1009 and 1001 Fourth Street, 924-926 Third Street, and the Third Street and Lootens Place Parking Garage (ED)

Recommended Action – Adopt Resolution

f. **Special Tax on Properties at Loch Lomond 10 – Mello-Roos District No. 1992-1**

Resolution Setting the Special Tax for Community Facilities District No. 1992-1 (Loch Lomond #10) for Fiscal Year 2020-21 (PW)

Recommended Action – Adopt Resolution

g. **Downtown Traffic Signal Modernization**

Adoption of Resolutions Related to Project No. 11348

- i. Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Downtown Signal Modernization with Mike Brown Electric in the Amount of \$172,700

and Authorizing Contingency Funds in the Amount of \$34,540 for a Total Appropriated Amount of \$207,240

Recommended Action – Adopt Resolution

- ii. Resolution Approving and Authorizing the City Manager to Purchase Various Equipment for the IDEA Grant Downtown Signal Modernization Project (#11348) for a Total Not-To-Exceed Amount of \$815,000

Recommended Action – Adopt Resolution

- iii. Resolution Authorizing an Additional \$125,764 in Traffic Mitigation Fund (#246) Appropriations for the “Innovative Deployments to Enhance Arterials” (IDEA) Grant-Funded Project No. 11348

Recommended Action – Adopt Resolution

h. Smith Ranch Road and Lucas Valley Road Resurfacing

Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Smith Ranch Road and Lucas Valley Road Resurfacing Project, City Project No. 11336, to Ghilotti Bros., Inc., in the Amount of \$997,779, and Authorizing Contingency Funds in the Amount of \$142,221, for a Total Appropriated Amount of \$1,140,000 (PW)

Recommended Action – Adopt Resolution

PUBLIC HEARINGS:

5. Public Hearings:

a. Appeal of Approved 7-Unit Multifamily Residential Bldg. – 104 Shaver Street

Appeal of the Planning Commission’s April 14, 2020 Conditional Approval of a Use Permit (UP19-013), An Environmental and Design Review Permit (ED19-030) and a Variance (V19-003) Allowing the Construction of a New, 7-Unit Multifamily Residential Apartment Building at 104 Shaver Street; Case # AP20-001 (CD)

Recommended Action – Adopt Resolution Denying Appeal

b. Paramedic Tax Rate for Fiscal Year 2020-21

First Introduction of an Ordinance: Consideration of An Ordinance Amending the Paramedic Service Special Tax Rates Within the Voter-Approved Limit, Commencing with Fiscal Year 2020-2021, for improved Residential and Non-Residential Properties in the City of San Rafael, County Service Area No. 13, County Service Area No. 19, and the Marinwood Community Services District (Fin)

Recommended Action – Pass Ordinance to print

OTHER AGENDA ITEMS:

6. Other Agenda Items:

a. Providing Small Business Support for Outdoor Activities During COVID-19 Emergency

Resolution Granting Authority to the City Manager to Implement Temporary Changes to the San Rafael Municipal Code to Support Local Businesses in Reopening During the COVID-19 Emergency (ED)

Recommended Action – Adopt Resolution

b. Extension of Memorandum of Understanding with Western Council of Engineers

Resolution Approving a Memorandum of Understanding Side Letter Agreement Between the City of San Rafael and Western Council of Engineers (HR)

Recommended Action – Adopt Resolution

- c. **Extension of Memorandum of Understanding with Public Employee Union Local 1 - Confidential**
Resolution Approving a Memorandum of Understanding Side Letter Agreement Between the City of San Rafael and Public Employee Union Local 1 - Confidential (HR)
Recommended Action – Adopt Resolution

- d. **Extension to Resolution with Unrepresented Employee Groups**
Resolution Approving a One-Year Extension, with Modifications, of the Terms of City Council Resolution Nos. 14539, 14540, And 14541, Establishing Compensation for the Unrepresented Executive Management and Mid-Management Employee Groups, and the Elected City Clerk and City Attorney (HR)
Recommended Action – Adopt Resolution

- e. **5% Compensation Reduction for the Mayor/City Councilmembers**
Resolution Directing the City Manager and Finance Director to Withhold Five (5%) Percent of the Monthly Compensation of the Mayor and Councilmembers during Fiscal Year 2020-21 and to Donate Those Funds to the City’s General Fund (HR)
Recommended Action – Adopt Resolution

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

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

- 7. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

- 1. Consent Calendar: - None.

ADJOURNMENT:

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



MINUTES

SAN RAFAEL CITY COUNCIL – MONDAY, MAY 18, 2020

REGULAR MEETING AT 7:00 P.M.

Telephone: (669) 900-9128,

ID: 857-6072-3570

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

Absent: None

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

OPEN SESSION – (669) 900-9128, ID: 858-0160-7081# – 5:30 PM

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Employee Organizations: SEIU - Childcare; San Rafael Police Mid-Management Association;

Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association

REGULAR MEETING - VIRTUAL MEETING

Telephone: (669) 900-9128,

ID: 857-6072-3570

Mayor Phillips called the meeting to order at 7:05 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

City Clerk Lindsay Lara informed the community the meeting would be streamed live to YouTube and members of the public would provide public comment either on the telephone or through YouTube live chat.

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

City Clerk Lindsay Lara explained the process for community participation through the telephone and on YouTube.

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

Mayor Phillips invited public comment

Correspondence in real-time through YouTube or telephone

- Faye Barrett addressed the City Council regarding Coronavirus
- Salamah Locks, Marin County Commission on Aging, addressed the City Council regarding Census 2020 and the Commission's June 4th meeting

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz provided an update on the City's response to COVID-19, including new health orders and showed a video of City staff thanking our first responders and everyone working on this crisis (https://www.youtube.com/watch?v=js4Lv_Gi7Q&feature=youtu.be)

Mayor Phillips expressed thanks for the report from the City Manager regarding the City's response to COVID-19 and commented on a recent conversation he had with Dr. Willis, Marin County Public Health Officer

CONSENT CALENDAR:

4. Consent Calendar Items:

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

Councilmember Colin moved and Councilmember Bushey seconded to approve Consent

Calendar items:

a. **Approval of Minutes**

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, May 4, 2020 (CC)

Approved as submitted

b. **Francisco Blvd. East Sidewalk Improvements Project**

Resolutions Related to the Francisco Boulevard East Sidewalk Improvements Project, City Project No. 11349 (PW):

- i. **Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Francisco Boulevard East Sidewalk Improvements Project with Ghilotti Bros., Inc in the Amount of \$3,996,596.50, Authorizing Contingency Funds in the Amount of \$563,403.50, and Authorizing a Construction Allowance for Additional Traffic Signal and Storm Drain Improvements in the Amount of \$900,000 for a Total Appropriated Amount of \$5,460,000**

Resolution 14795 - Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Francisco Boulevard East Sidewalk Improvements Project with Ghilotti Bros., Inc in the Amount of \$3,996,596.50, Authorizing Contingency Funds in the Amount of \$563,403.50, and Authorizing a Construction Allowance for Additional Traffic Signal and Storm Drain Improvements in the Amount of \$900,000 for a Total Appropriated Amount of \$5,460,000

- ii. **Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Park Engineering, Inc. for Inspection Services Associated with the Francisco Boulevard East Sidewalk Improvements Project, in the Amount of \$373,504**

Resolution 14796 - Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Park Engineering, Inc. for Inspection Services Associated with the Francisco Boulevard East Sidewalk Improvements Project, in the Amount of \$373,504

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

PUBLIC HEARINGS:

5. Public Hearings:

- a. [Annual Progress Report on Housing](#)

Annual Progress Report (APR) on: Housing Units Submitted, Approved and Built in 2019; and Update on Progress of Implementing Programs in the Housing Element (CD)

Paul Jensen, Community Development Director and Ali Giudice, Principal Planner, presented the Staff Report

Mayor Phillips opened the public hearing

Speakers: Peter Dickinson, Bill Carney, Sustainable San Rafael

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

Councilmember Colin moved and Councilmember Bushey seconded to accept the report

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

Accepted report

OTHER AGENDA ITEMS:

6. Other Agenda Items:

a. **[COVID-19 Economic Recovery Plan \(CERP\)](#)**

Informational Report About the City of San Rafael's Draft Covid-19 Economic Recovery Plan (CM)

Jim Schutz, City Manager commented on the item and introduced Cristine Alilovich, Assistant City Manager who presented the report along with Nadine Hade, Finance Director and Danielle O'Leary, Economic Development Director

Staff responded to comments and questions from Councilmembers

Mayor Phillips invited public comment

Speakers: Bill Carney, Sustainable San Rafael, Name withheld

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

Councilmembers provided comments

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

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

Accepted report and provided direction to staff

Meeting called to recess

Meeting called back into session

b. Plan Bay Area 2050 – Priority Development Areas (PDA)
Informational Report on Proposed Priority Development Areas for the City of San Rafael (CD)

Paul Jensen, Community Development Director and Ethan Guy, Principal Analyst, presented the Staff Report

Staff responded to comments and questions from Councilmembers

Mayor Phillips invited public comment

Speakers: Linda Jackson, Program Director Aging Action Initiative, Bill Carney, Sustainable San Rafael, Kate Powers, Cathy Manovi, David Smith, Emma Sturdevant, Leyla Hill, Donni Uzarski, Shirley Fischer, Grace G, Johnson Reynolds, Maika Llorens Gulati, Rachel Kertz, Scott Frerich, Eric Boales

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

Staff responded to comments and questions from the public

Staff responded to comments and questions from the City Council and Councilmembers provided comments.

Councilmember Bushey moved and Councilmember McCullough seconded to direct the City Manager to submit a letter of interest nominating priority development areas for the City of San Rafael and return to City Council with a resolution before June 30, 2020 and that the letter of interest include the Northgate PDA Map 1 and the Canal PDA Map 2 expanded to include the Woodland area

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

Directed the City Manager to submit a Letter of Interest nominating Priority Development Areas for the City of San Rafael and return to City Council with a Resolution before June 30, 2020 and that the letter of interest include the Northgate PDA Map 1 and the Canal PDA Map 2 expanded to include the Woodland area

c. **Measure A Workplan and Preliminary Capital Improvement Program**

i. **Resolution Approving the Measure A Work Plan for Proposed Expenditure of Measure A Funds for July 1, 2020 – June 30, 2021 (PW/LR/Fin)**

ii. **Report on Preliminary Three-Year Capital Improvement Program**

Hunter Young, Assistant Public Works Director and Nadine Hade, Finance Director presented the Staff Report

Mayor Phillips invited public comment

Speakers: Bill Carney, Sustainable San Rafael

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

Staff responded to questions from the City Council

Councilmember Colin moved and Councilmember Bushey seconded to adopt the resolution and accept the report

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Resolution 14797 - Resolution Approving the Measure A Work Plan for Proposed Expenditure of Measure A Funds for July 1, 2020 – June 30, 2021

Accepted report

d. **Response to Grand Jury Report on Web Transparency**

Resolution Approving and Authorizing the Mayor to Execute the City of San Rafael Response to the 2019-2020 Marin County Grand Jury Report Entitled "Follow-Up Report on Web Transparency of Agency Compensation Practices," Dated April 28, 2020 (CA)

Lisa Goldfien, Assistant City Attorney presented the Staff Report

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

Councilmember Bushey moved and Councilmember Colin seconded to adopt the resolution

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

Resolution 14798 - Resolution Approving the Measure A Work Plan for Proposed Expenditure of Measure A Funds for July 1, 2020 – June 30, 2021

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

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

7. Councilmember Reports:

- Mayor Phillips announced upcoming SMART and Wildfire Prevention Authority meetings.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Phillips adjourned the City Council meeting at 10:39 p.m.

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SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: CITY ATTORNEY

**Prepared by: Lisa Goldfien,
Assistant City Attorney**

City Manager Approval: _____

TOPIC: LIABILITY CLAIMS ADMINISTRATION SERVICES

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GEORGE HILLS COMPANY FOR THE PROVISION OF THIRD-PARTY LIABILITY CLAIMS ADMINISTRATION SERVICES FOR A ONE-YEAR PERIOD, IN AN AMOUNT NOT TO EXCEED \$95,950

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to approve a one-year agreement with George Hills Company for the provision of third-party liability claims administration services in an amount not to exceed \$95,950.

BACKGROUND:

For cities the size of San Rafael, with our level of staffing, it is not possible to reliably maintain the capacity in-house to manage claims adjustments, investigations, and other liability claims administration functions for property damage and personal injury claims made by third parties against the City. Therefore, the City has historically contracted for these services with an outside claims administration company.

In 2001, after an extensive Request for Proposals (RFP) process to qualify, investigate, and interview candidates to administer the City's third-party liability claims, the City awarded a contract to George Hills Company, a long-established Northern California provider of third-party liability claims administration for public entities. Since then, George Hills has handled the City's liability claims out of its Sonoma and Solano County offices. The claims have been handled efficiently, promptly and at reasonable cost.

The City's current agreement for services with George Hills Company is scheduled to expire on June 30, 2020. Last year staff had proposed issuing a Request for Proposals (RFP) for this service for the period beginning July 1, 2020, however with work priorities changing this year as a result of the COVID-19 Stay-in-Place order, staff determined not to issue the RFP this year, and instead seeks to renew the agreement for services with George Hills Company again for another year.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

ANALYSIS:

City staff has been happy with the services provided by George Hills Company. Mr. Rodger Hayton, the account manager for the City's claims, has actively and very successfully investigated and resolved third-party claims and has diligently supervised litigation of those claims that have not been resolved at an early stage. A recent claims audit by the City's excess insurance pool, the California Joint Powers Risk Management Association, concluded that "Overall, claim files receive the attention and work required to show the good results that are being seen on files."

The proposed all-inclusive fee for the company's services from July 1, 2020 through June 30, 2021 is \$95,950. This fee covers all claims administration services and provides additional administrative services including direct access to the company's claims data system, the provision of monthly reports and loss runs, assistance with audits, and filing of regulatory reports.

City staff has confidence in the company's ability to effectively manage the City's liability claims and recommends renewal of the company's contract for another year.

FISCAL IMPACT:

For Fiscal Year 2020-21, the annual fee of \$95,950 represents an increase of less than three percent over the current year fee of \$93,350. There are sufficient funds and current-year appropriations in the City's general liability internal service fund to support the proposed contract.

OPTIONS:

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

1. Adopt the resolution as recommended by staff approving a one-year agreement.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to approve a one-year agreement with George Hills Company for the provision of third-party liability claims administration services in an amount not to exceed \$95,950.

ATTACHMENTS:

1. Resolution
2. 2020-2021 Agreement for Claims Adjusting and Administration Services

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GEORGE HILLS COMPANY FOR THE PROVISION OF THIRD-PARTY LIABILITY CLAIMS ADMINISTRATION SERVICES FOR A ONE-YEAR PERIOD, IN AN AMOUNT NOT TO EXCEED \$95,950

WHEREAS, the City of San Rafael's third-party liability claims administration services have been provided by George Hills Company for the past several years; and

WHEREAS, the City has been very satisfied with the services provided by George Hills Company, and the City wishes to continue to contract for such services for an additional year;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute an Agreement with George Hills Company for the Provision of Third-Party Liability Claims Administration Services for a term of one year (July 1, 2020 to June 30, 2021), in an amount not to exceed \$95,950 and in a form approved by the City Attorney.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on the 1st day of June 2020, by the following vote to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

LINDSAY LARA, City Clerk

CLAIMS ADJUSTING AND ADMINISTRATION
SERVICE CONTRACT

This contract is made and entered into this 1st day of July 2020 by and between the CITY OF SAN RAFAEL, hereinafter referred to as "CLIENT", and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH".

GH is a California Corporation doing business as licensed, independent insurance adjusters and administrators, with John Chaquica, CEO, responsible for contract compliance and terms. Chris Shafer, Vice President Claims Administration, shall oversee the daily operations. The company's corporate office is located at 3043 Gold Canal Dr, Suite 200, Rancho Cordova, California, 95670, telephone, (916) 859-4800.

The CLIENT is the City of San Rafael, located at 1400 Fifth Avenue, San Rafael, CA 94901.

IT IS HEREBY AGREED by and between the parties signing this contract as follows:

I. GENERAL

CLIENT is desirous of availing itself of liability claims adjusting and administration services. GH is a Third-Party Claims Administrator handling self-insured claims and is ready to and capable of performing such services. As such, GH may act as a representative of the CLIENT when directed for the investigation, adjustment, processing, and evaluation of general liability, motor vehicle, and potential money damage claims or incidents filed by third parties against the CLIENT, or against parties for whom the CLIENT is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent, or careless acts and/or omissions ("CLAIMS").

II. SCOPE OF SERVICES

GH agrees to provide complete claim handling services on each accident or incident, as directed by CLIENT. Each CLAIM will be subject to the GH Client Expressed Scope of Work Standards and Instructions form in practice at that time. CLIENT shall determine the scope of services to be provided by GH by signing the Client Expressed Scope of Work Standards and Instructions for each contract. The Client Expressed Scope of Work Standards and Instructions form shall be the controlling document for the scope of claims adjusting services to be provided by GH for CLIENT. Services to be provided by GH on behalf of CLIENTS for a CLAIM may include all or some of the following:

A. INVESTIGATIVE SERVICES

- 1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
- 2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all CLIENT losses but not to include extraordinary investigative services outside the expertise of GH.
- 3) In the event CLIENT or other agency conducts any investigation, GH shall review for completeness.

- 4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 5) Undertake items of investigation requiring special handling for CLIENT at the direction of the CLIENT's Attorney or authorized representative.

B. LIABILITY CLAIM HANDLING SERVICES

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) GH will follow any CLIENT policy regarding rejection instructions, individual to send the rejection and if a denial letter should be sent simultaneously.
- 4) Ensure timely claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
- 6) Determine the need for defense representation, recommend legal counsel, and manage litigation activity.
- 7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 8) Maintain records on any such claim and notify CLIENT when CLIENT is about to exhaust the Self-Insured Retention.
- 9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
- 10) Perform periodic quality control reviews of CLIENT and excess insurance (if applicable) statutory requirements to ensure compliance.
- 11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. (*See Attachment B*)
- 12) To the extent there is privileged information shared between agencies, which is subject to protection under the HIPAA/PHI Act, GH shall implement all necessary measures in compliance with the Act, via a Business Associates Agreement (BAA) to be issued by the CLIENT.

- 13) GH shall notify CLIENT via electronic mail at such time a file has been closed.

C. LEGAL SUPPORT SERVICES

- 1) Upon notification by the CLIENT that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
- 2) Obtain and maintain a Litigation Plan and Budget.
- 3) Review legal bills for compliance with Litigation Plan and reasonableness.
- 4) Cooperate with and assist any defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- 5) Assist in responding to discovery or preparing discovery.
- 6) At the request of the CLIENT, attend mandatory settlement conferences on behalf of CLIENT.
- 7) Appear on behalf of CLIENT in small claims actions filed against CLIENT on open claims handled by GH.
- 8) Review, evaluate and adjust defense counsel invoices for services.
- 9) Regularly discuss, review, and direct investigation issues, discovery, and case strategy with counsel.
- 10) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel.
- 11) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the CLIENT.

D. REPORTS AND PROCEDURES:

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide CLIENT with a full factual report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, the GH will report as often as warranted by any important change in status but no longer than every (90) days until the claim closes unless extended diary is appropriate.
- 2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be CLIENT's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in

whole or in part by or for the CLIENT is the property of the GH. Additional copies of original reports, documents, and data requested by the CLIENT will be at the CLIENT's expense in accordance with this contract.

- 3) GH agrees that CLIENT have access and the right to audit and reproduce any of the GH's relevant records to ensure that the CLIENT is receiving all services to which the CLIENT is entitled under this Contract or for any purpose relating to the Contract.
- 4) CLIENT shall provide GH with written authorization allowing any other agency or person to obtain similar access to confidential information as noted in 3 above. Such authorization is inclusive of HIPAA Act or PHI privileged information.

E. DATA

- 1) Utilize its claims system—CXP (Claims Xpress).
- 2) Record all claim information including all financial data.
- 3) Provide CLIENT and broker Read only on-line access to the claims data system, if desired by CLIENT. (up to five users)
- 4) Provide monthly standard loss run and check register.
- 5) Provide annual claims data report upon request. Written authorization may be required for confidential information.
- 6) Provide assistance to CLIENT in developing customized reports when requested (may require additional charge).
- 7) Arrange for electronic file conversion for any open and closed claims at the direction of CLIENT.

F. CLAIM REVIEW MEETINGS

GH shall, on a mutually agreed periodic basis, meet with Client to review and discuss claims inventory and claims results of past period and delivery of services by CLAIM ADMINISTRATOR.

G. FINANCIAL ACCOUNTING

- 1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the Client.
- 2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
- 3) Submit monthly check registers of all transactions made for the period.
- 4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.

- 5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.
- 6) GH will provide monthly bank reconciliation reports to CLIENT for audit purposes.

H. SUBROGATION SERVICES

GH is a claim administrative firm experienced in the handling of subrogation claims and is ready and capable of performing such services. CLIENT may retain GH for Subrogation Services by signing a separate agreement, an example of which is attached hereto as Exhibit A. Such services are distinct from subrogating a loss from an additional insured from a claim filed by a third party. Our services are unique to a first party loss of the CLIENT caused by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, loss, and/or additional types of damages.

- Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;
- Services or materials provided by outside vendors or contractors;
- Internal or external Vehicle or equipment use and/or rental;
- Materials and/or goods utilized for the repair/replacement of damaged property; and/or
- Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing document.

III. **DENIAL, COMPROMISE OR SETTLEMENT OF CLAIMS**

It is agreed that CLIENT has granted \$0 authority to GH for the purpose of compromising, settling, and paying any claims against CLIENT being handled by GH. GH will issue payment for legal expenses as defined in the Client Expressed Scope of Work form. Prior approval to compromise or settle any claim, or pay any expense will be obtained from the designated claims officer or employee on matters exceeding the authority granted above.

IV. **FILE RETENTION**

GH shall electronically retain CLIENT's records consistent with CLIENT's retention policy or up to a maximum of seven (7) years whichever is shorter. CLIENT and GH may agree via a separate signed agreement to retain records for a longer period of time.

V. **CONFIDENTIALITY**

All data, documents, discussions, or other information developed or received by or for GH in PERFORMANCE of this contract are confidential and not to be disclosed to any person except as authorized by CLIENT or CLIENT's designee, or as required by law.

VI. CONFLICT OF INTEREST

In the event GH receives a claim from the CLIENT in which there arises a "conflict of interest," GH shall immediately notify CLIENT. CLIENT may then, at their expense choose to hire another well-qualified claims firm to handle that particular claim to a conclusion. GH covenants that it presently knows of no interest, direct or indirect, which would conflict in any manner with the performance of services required under this contract.

VII. CLIENT RESPONSIBILITY

CLIENT agrees to the following:

- 1) CLIENT shall cooperate with GH as reasonably necessary for GH to perform its services.
- 2) CLIENT agrees to provide direction to GH as requested regarding particular project requirements.
- 3) CLIENT shall identify a primary contact person(s) for an account as well as for billing and loss run submission. In addition, CLIENT shall be responsible for reporting all changes in the primary point of contact to GH.
- 4) CLIENT shall be responsible for reporting all Bodily Injury Claims in addition to all other items noted in Attachment B to this Agreement "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)"
- 5) CLIENT shall be responsible for updating GH on any changes to coverage/policy language; including limits, retentions/deductibles and coverage changes by April 30 of each year.
- 6) CLIENT shall obtain any necessary consent in the collection of any CLIENT data that is transmitted to a third party (ie. actuary or auditor). CLIENT shall provide GH with reasonable assurances that it has the necessary consent to transmit CLIENT data to a third party. CLIENT acknowledges that the claims data may contain confidential and/or protected health information. In the event CLIENT authorizes and directs GH to provide claims data to a third party, CLIENT will indemnify, defend and hold harmless GH from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from:(i) any action against GH that is based on any negligent act or omission of CLIENT or a third party in transmitting and/or disclosing the claims data; or (ii) the violation of any statute, ordinance, or regulation by CLIENT or a third party in transmitting and/or disclosing the claims data.

VIII. COMPENSATION

CLIENT agrees to pay GH for services described in Section II – Scope of Services.

Adjuster fees will be incurred only when necessarily required in the form of adjuster's fees as delineated in Section II, Scope of Services and will be invoiced as worked.

1) Adjuster fees will be as follows:

a. Annual Flat Fee as follows:

- FY20-21 \$92,000

The above compensation shall apply to services provided during the year of this contract. Compensation for services provided during subsequent years shall be re-negotiated as a result of services or other factors unanticipated by either party.

b. Compensation: Is based on the Client Expressed Scope of Work Instructions form, completed and signed by CLIENT. In the event claims volume has deviated from information provided due to being incomplete, inaccurate, or claims being re-opened additional fees shall be discussed to reconcile with scope of services. (*Applicable to Flat Fee and Time and Expense with a Cap billing*)

c. Auto Expense: Standard IRS rate

d. Claims Processor: Should there be a need for a Claims Processor, the rate shall be \$70* per hour.

e. Allocated file expenses to be paid at cost. (*See Attachment D*)

f. Custom reporting beyond the above will be furnished upon request at an additional cost to be agreed upon by the GH and CLIENT.

g. Catastrophic Fees:

GH recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we have been known, George Hills proposes that should any one catastrophic event occur resulting in five or more claimants or two or more claimants with their own defense counsel, CLIENT shall be billed at the current hourly rate.

2) Startup Fee: N/A.

There is a one-time startup fee to include, but not limited to, onboarding process and documentation, data entry, location code hierarchy setup, report template creation, new client setup – bank account, vendors, W-9, etc.

3) MMSEA Reporting Fee(s):

a. One-time CMS setup fee (paid to ExamWorks): \$150 N/A

b. Annual Account Maintenance/Reporting Fee (paid to ExamWorks): \$250

4) Annual Administration Fee as Follows:

- FY20-21 \$3,700

And shall be for the following:

- a. Data access to claims data system.
- b. Monthly listing of open claims by date of loss, department, location, and alpha by name showing expense categories, reserves and total incurred.
- c. Monthly claim summary reports, within 15 days of month-end .
- d. Provide loss run data required reports and respond to/discuss with actuaries and auditors (claims and financials).
- e. Provide annual reports to outside agencies.
- f. Financial accounting if applicable.
- g. Filing of regulatory reports such as 1099, W-9, etc.

5) Legal Services and Consultation (Optional):

- a. Litigation Management: \$ _N/A_ * p/hour
These services include the oversight of all assigned claims adjusters and monitoring and handling of “watch list” (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.
- b. Monitoring Counsel: \$ _N/A* p/hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.
- c. Outside General and Special Counsel: \$ _N/A* p/hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes analyzing coverage issues, Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.
- d. Coverage Counsel: \$ _N/A* p/hour
These services include review and analysis of memorandums of coverage and excess/umbrella policies to address and offer advice and consultation regarding coverage issues.
- e. Trial/Mediation/Board Meetings Attendance: \$ N/A* p/hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.
- f. Legal Training and Seminars:\$N/A* p/hour

These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law and general liability claims. Courses are customized to address the client's specific needs.

NOTE: These services are traditionally Time and Expense; however, an annual fee can be considered.

- 6) Conversion Fee: \$0
GH will charge for any services related to conversion storage, copying, scanning, shipping and disposal. This fee is intended to cover costs associated with data conversion, transition, and contract close out. The data conversion fee is dependent on many factors which will need to be discussed. N/A
- 7) The above compensation shall apply to services provided during the term of this contract. Any changes in the terms of compensation shall be submitted to CLIENT by June 1st each year. Submission changes in the terms of compensation shall be in writing and subject to mutual agreement that shall be an amendment to this Agreement.
- 8) A General Administrative File shall be established and maintained to track effort related to services necessary to fulfill the contractual obligations not otherwise associated to a claim.
- 9) *GH Hourly Rate – The hourly rates identified in this Agreement are subject to an annual COLA of up to 3%.

IX. PAYMENT SCHEDULE

GH will submit its invoices to CLIENT, and payment shall be made by CLIENT, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

X. TERM AND TERMINATION

The term of this contract shall commence on July 1, 2020 through and including June 30, 2021. Either party may terminate this contract for any reason upon issuing a 90 day written notice to the other party.

Termination for Convenience: CLIENT may at any time and for any reason terminate this Agreement upon ninety (90) days written notice to GH. Notice shall be deemed served on the date of mailing. Upon receipt of such notice, GH shall immediately discontinue services in connection with the scope of services of this Agreement. Upon such termination, GH shall be entitled to payment from CLIENT for services completed and provided prior to notice of termination, at GH's current hourly rate.

Upon completion of data conversion and return of data back to CLIENT (electronic and/or hard copy), GH will destroy any remaining files.

XI. FAIR EMPLOYMENT

It is the policy of GH to provide fair and equal treatment to all staff members. GH is an Equal Opportunity Employer and does not discriminate in any way against any person on the basis of age, race, sex, color, national origin, national ancestry, physical disability,

medical condition, mental disability, religion, creed, marital status, sexual orientation, gender identification, gender expression, use of family care leave or any other classification deemed protected by law.

XII. INDEPENDENT CONTRACTOR

In performing claims administrative services herein agreed upon, GH shall have the status of an independent contractor and shall not be deemed to be an officer, employee, or agent of CLIENT.

XIII. INDEMNIFICATION

GH will defend, indemnify, and hold harmless CLIENT from and against all claims, demands, actions, or causes of action, which may arise, from the action, conduct, or failure to act by GH personnel ("Indemnity Event"), except that indemnity does not apply with respect to the sole negligence or willful misconduct of the CLIENT. This indemnity shall not cover any claims in which there is a failure to give GH prompt and timely notice, but only if and to the extent that such failure materially prejudices the defense. For an Indemnity Event, the maximum amount recoverable by CLIENT against GH for damages and costs (inclusive of attorneys' fees) is limited to the insurance policy limits in place at the time of the Indemnity Event.

In those cases wherein the GH is named in a filed or verified complaint simply by virtue of the fact it is the CLAIMS ADMINISTRATION firm on a given claim, the CLIENT will defend the GH, at no cost to the GH; CLIENT will defend, indemnify, and hold harmless the GH from and against all claims, demands, actions, or causes of action, which may arise, from the action, conduct, or failure to act by CLIENT.

XIV. INSURANCE

The GH shall provide CLIENT with Certificates of Insurance duly executed by an insurance company or companies authorized to transact business in the State of California, and said Certificates shall certify that the GH has in full force and effect: (1) \$1,000,000 coverage applying to bodily injury, personal injury, property damage; (2) \$3,000,000 Each Claim/Annual Aggregate Professional Liability coverage; (3) statutory limits for workers compensation coverage; and (4) fidelity coverage for theft of CLIENT property in the amount of \$1,000,000 per loss., (5) GH shall name CLIENT as additional insured by separate endorsement.

GH will provide thirty (30) days written notice, prior to the cancellation or reduction in insurance coverage will be provided.

XV. EMPLOYEE SOLICITATION

During the period of this contract, and for a period of one (1) year thereafter, GH agrees not to solicit for employment any CLIENT employee contacted during the performance of this contract; CLIENT agrees not to solicit for employment, or employ, during the period of this contract, and for a period of one (1) year thereafter, any employee of GH contacted by the CLIENT during the performance of this contract.

XVI. PERMITS, LICENSES, CERTIFICATES

GH, at GH'S sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract, including appropriate business license.

XVII. ARBITRATION

GH and CLIENT agree that in the event of any dispute with regard to the provisions of the Contract, the services rendered or the amount of GH'S compensation and the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session. The mediation may continue after the commencement of arbitration if the parties so desire. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

FORCE MAJEURE CLAUSE.

GH shall be relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", natural disasters such as earthquake or fires, floods, riots, epidemics, pandemics, including COVID-19 regulations or restrictions issued by federal, state or local governmental authorities, strikes, or any act or order which is beyond the control of GH, provided GH takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

XVIII. NOTICES

All notices to GH shall be personally served or mailed, postage prepaid, to the following address:

GH

George Hills Company
Attn: John Chaquica, CEO
3043 Gold Canal Drive, Suite 200,
Rancho Cordova, CA 95670

All notices to the CLIENT shall be personally served or mailed, postage prepaid, to the following address:

Client:

Copy to:

Lisa A. Goldfien
Assistant City Attorney
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

GH and CLIENT agree that the terms and conditions of the Contract may be reviewed or modified at any time. Any modifications to this Contract, however, shall be effective only when agreed to in writing by both the CLIENT and GH.

XIX. ENTIRE CONTRACT

GH and CLIENT agree that this contract constitutes the entire contract of the parties regarding the subject matter described herein and supersedes all prior communications, contracts, and promises, either written or oral.

XX. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Contract that specify a time for performance: provided, however that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5/20/2020
Date

BY: 
John E. Chaquica, CEO
GEORGE HILLS COMPANY INC.

Date

BY: _____
Jim Schutz, City Manager
CITY OF SAN RAFAEL

ATTEST:

APPROVED AS TO FORM:

Lindsay Lara, City Clerk

Robert F. Epstein, City Attorney

ATTACHMENT A

SUBROGATION AGREEMENT

This Subrogation Agreement is made and entered into this ___ day of _____ 2020 by and between the CITY OF SAN RAFAEL, hereinafter referred to as "CLIENT", and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH".

I. CLIENT may, at CLIENT's own expense:

- a. Authorize GH to act as a representative of CLIENT for the investigation, adjustment, processing, supervision and evaluation of an ultimate recovery of potential money from damage claims against parties for whom it is alleged to be legally responsible.
- b. Authorize GH to engage the services of a litigation attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for CLIENT. Upon determination by the attorney that a civil action is in the best interest of CLIENT, GH will notify CLIENT and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney; orc.
- c. While GH is handling a subrogation claim for CLIENT pursuant to the terms of this Contract, the institution of a civil action is determined by CLIENT to be the best course of action, CLIENT may elect to do so at CLIENT's own expense.
 - i. Recall the claim to CLIENT's control so that CLIENT may pursue recovery in a manner to be determined by the CLIENT's attorney to be in the best interest of the CLIENT.
 - ii. In the event CLIENT recalls the claim as indicated above, CLIENT shall be responsible for payment to GH for any and all time and expense incurred by GH's subrogation claim adjuster and/or other subrogation division staff up to the time wherein the claim has been recalled by CLIENT.

II. Subrogation Fee in the amount of 30% of each and every recovery obtained. The minimum amount to be paid to GH will be \$250 per claim upon recovery. However, GH has the authority to reject any claim for any reason, relieving CLIENT of any fiscal responsibility for rejected claims only.

- a. Generally, no recovery shall be agreed to involving payment plans if the recovery is less than \$5,000 and/or greater than a one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to exceed this amount and/or length of time, Subrogation fee shall be 45%. In the event a payment plan is authorized and entered into, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the CLIENT upon the entry of the payment agreement. GH will make every attempt to enforce the provisions of the payment agreement with the claimant, but in no way guarantees the fulfillment of the terms of the payment agreement. In the event the terms of the payment agreement are not fulfilled and warrant pursuit through the small

claims process, authority to pursue through small claims will be requested.

- b. Authorize GH to appear in small claims court for recovery of funds. Authority for the pursuit of recovery through small claims will be requested prior to the filing of documents with the court to initiate the small claims action. Each appearance will be an additional fee of \$150. All costs for the handling of the small claims, i.e. service of process of documents on the responsible parties, mileage, parking, and toll shall be an additional cost and will be the responsibility of the CLIENT. Additional allocated costs shall be billed separately upon the cost being incurred, such as, but not limited to: skip tracing, service of process, and third-party sub contracted investigation.
- c. GH reserves the right to cease working on any claim whereas information has not been made available to GH within 120 days after GH has submitted the information and/or documentation request to CLIENT, at such time the claim will be closed.
- d. Due to the nature of these services, in that compensation is contingent upon recovery, if the contract is terminated prior to recovery or other closure of any claim, the CLIENT shall pay GH for all expenses and time spent, to date, on any claim(s) currently open and recovery in process. Payment shall be based on the current hourly rate of GH. GH will submit the final invoice within five business days of termination.

General Terms and Conditions

A. Successors and Assigns.

All of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

B. Construction.

The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the Agreement.

C. Integration.

This Agreement, and all related documents referred to in this Agreement, constitute the entire Agreement between the parties. There are no oral agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

D. Third-Party Rights.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

E. Severability.

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.

F. Waivers.

No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

G. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Purchaser.

H. Authority of Parties.

All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

I. Governing Law.

This Agreement shall be governed by and construed in accordance with California law.

5/20/2020
Date

BY: 
John E. Chaquica, CEO
GEORGE HILLS COMPANY INC.

Date

BY: _____
Jim Schutz, City Manager
CITY OF SAN RAFAEL

ATTACHMENT B

MEDICARE, MEDICAID, AND SCHIP EXTENSION ACT OF 2007 (MMSEA)

This law requires liability insurers, self-insurers, no fault insurers and workers' compensation insurers to report certain information to The Centers for Medicare and Medicaid Services (CMS) concerning Medicare beneficiaries. The penalty for failure to comply is \$1,000 per day, per claimant.

George Hills Company, Inc. (GH) has contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for the CLIENT. ExamWorks shall represent the CLIENT—and Responsible Reporting Entity (RRE) to this existing contract and this addendum, and will be the designated reporting agent. GH will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. GH agrees to assume the responsibility for reporting data to ExamWorks to meet all reporting requirements in accordance with MMSEA, on behalf of the RRE; including assuming responsibility for any fines or penalties that are directly caused by GH's non-compliance. GH further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from GH's direct failure to timely and accurately provide the reporting data to ExamWorks. The above-mentioned obligations to indemnify and hold-harmless shall not be applicable to matters relating to delays caused by RRE or other third parties, or inaccurate data supplied to GH by RRE or other third parties.

By contract with GH, ExamWorks will indemnify and hold GH harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of its obligations as reporting agent, which indemnity will include all reasonable costs of litigation and attorneys' fees incurred. Without in any way limiting the indemnity set forth in this Contract, all work performed by ExamWorks will be done in a professional manner.

GH shall perform the necessary data gathering for RRE and ExamWorks; as such GH shall include in our monthly invoicing the time incurred for such work at our contract hourly rate, or will be included in your monthly flat fee or claims adjusting.

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GH, and its RREs, shall be charged as an Allocated Expense, as defined in Attachment C, subject to the following. RRE will designate ExamWorks, unless otherwise requested, as its exclusive vendor for all of RRE's "Qualified Referrals" (those claims determined to require Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) and RRE will utilize other ExamWorks services related to Medicare Secondary Payer (MSP) compliance identified in their fee schedule.

**ATTACHMENT C
PREFERRED METHOD OF CHECK PROCESSING**

1. Selection of Bank

- a) Clients Choice

Name

Address

Please provide signature cards, sample check, starting check number, name of contact person

- b) GH uses CA Bank & Trust

2. Trust Balance Desired \$_____

3. Account funding: GH will notify client when the balance falls below required balance

4A. Number of Signatures Required

- a) One
b) Two on all checks
c) Two on checks in excess of \$_____

4B If two signatures are required please specify:

- a) Both GH
b) One GH, one client

GH signers: John Chaquica, CEO; Randy Rendig, President; Kimberly Santin, Finance Director

5. Accountability

- a) Yes No Positive Pay

GH recommends positive pay to mitigate the potential for fraud.

- b) Yes No Daily check registers
c) Statement to be balanced by client, or
d) Statement to be balanced by GH with copies to client

ATTACHMENT D ALLOCATED EXPENSES

Allocated Expenses

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outsource services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, George Hills has provided a list, by no means an exhaustive list, of typical allocated expenses.

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees (ExamWorks);
- Costs of undercover operatives and detectives;
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation of for which a declaratory judgment is sought;
- Costs for independent medical examination or evaluation for rehabilitation;
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
- Costs for copies of any public records or medical records;
- Costs of depositions and court reporting;
- Costs and expenses of subrogation, (if not George Hills);
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
- Witness fees and travel expenses;
- Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
- Costs of appraisal fees and expenses not included in flat fee or performed by others;
- Costs of indexing claimants;
- Services performed outside the TPA's normal geographical regions;
- Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
- Investigation of possible fraud including SIU services and related expenses; and/or
- Any other similar cost, fee, or expense that is not otherwise included in the TPA's service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity.

**ATTACHMENT E
CLIENT EXPRESSED SCOPE OF WORK FORM**

CLIENT NAME: San Rafael, City of	CONTRACT PERIOD: 7/1/20 – 6/30/21
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This document is intended to provide specific service expectations in the Service Contract, that would not otherwise require revision during the contract period that may differ or elaborate from our Client Service Profile.

Scope of Services

INVESTIGATION:

- George Hills will conduct all investigations
- CLIENT will conduct all investigations

XX CLIENT will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's Surveillance, etc.):

- XX Must be preauthorized by CLIENT
- Does not need preauthorization

REJECTION OF CLAIMS:

CLIENTS position regarding rejections (*e.g. if entity so dictates, a claim will be rejected for insufficiency*)

Protocols for Rejections

- XX GH needs authorization
- GH does not need authorization
- XX GH sends the Rejection
- CLIENT sends the Rejection
- XX GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

- GH will handle litigated claims
 - Full
 - XX As assigned
 - XX Check Issuance and Data Input
 - Data Input only
- CLIENT will handle litigated claims inhouse, with GH to capture data into SIMS
 - CLIENT will send data to GH weekly
 - CLIENT will send data to GH monthly

Mandatory Settlement Conferences

XX GH always attends

At CLIENT request only

Small Claims Actions filed against CLIENT

XX GH always appears

At CLIENT request only

Legal Counsel

XX GH must have CLIENT authorization to refer to outside Legal Counsel

GH does not need CLIENT authorization to refer to outside Legal Counsel

GH must use CLIENT approved Legal Panel for Attorney selection

CLIENT does not have an approved Legal Panel for Attorney selection

All Litigation to be handled by CLIENT inhouse Legal

GH sends Litigation Assignment packets to Legal Counsel

CLIENT specific Litigation Guidelines: Yes XX No N/A

CLIENT specific Litigation Referral Form/Letter: Yes XX No N/A

CLIENT specific Litigation Budget Form: Yes XX No N/A

Pay fees for Experts, photocopies, medical records as: XX Expense XX Legal

AUTHORITY LEVELS:

Reserve within SIR:

XX \$500,000.00 Other: \$

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

XX Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the CLIENT.

Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

GH stops tracking activity once the SIR has been reached.

XX GH will continue to track all activity at and/or above the SIR.

XX GH will reserve to Full Value and track recoveries.




Agenda Item No: 4.c
Meeting Date: June 1, 2020

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Economic Development

Prepared by: Danielle O’Leary, Director
Ethan Guy, Principal Analyst

City Manager Approval: 

TOPIC: COOPERATION AGREEMENT WITH COUNTY OF MARIN FOR GRANT PROGRAMS

SUBJECT: RESOLUTION OF THE CITY OF SAN RAFAEL AUTHORIZING EXECUTION OF A THREE-YEAR COOPERATION AGREEMENT WITH THE COUNTY OF MARIN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAMS

RECOMMENDATION:
Adopt Resolution

BACKGROUND:
The Community Development Block Grant Program (CDBG) provides grants from the U.S. Department of Housing and Urban Development (HUD) to local governments for housing, community facility, and public service programs serving lower-income people. The Home Investment Partnerships Program (HOME) provides additional assistance for affordable housing activities. Marin County qualifies for both the CDBG and HOME programs because the cities have signed cooperation agreements to participate with the County government in a single joint countywide program. This qualifies Marin County as a HUD “urban county,” enabling Marin to receive annual CDBG and HOME grant allocations established by formula.

In the 2019 funding cycle, CDBG provided Marin County \$1.6 million for housing, community facility, and public service activities, and the HOME Investment Partnerships Program (HOME) provided an additional \$860,000 for affordable housing projects. [These programs have been uniquely effective in Marin because they combine a steady stream of federal funding with local control over funding criteria and project selection.](#)

In 2017, all of the cities in Marin County agreed to enter into new three-year CDBG Cooperation Agreements enabling all jurisdictions to obtain formula funds as an urban county. [On May 15, 2017](#), the San Rafael City Council adopted [Resolution 14319](#) authorizing the City Manager to enter into this new three year agreement.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

The current CDBG cooperation agreements will expire this year, and in order for the County to continue receiving maximum funds for fiscal years 2021-2023, and subsequent three-year periods thereafter, it is necessary for each city and the county to renew their joint participation by formally executing a new cooperation agreement by June 11, 2020. In order to execute a new cooperation agreement, all practicing jurisdictions must adopt a resolution authorizing execution of this new cooperation agreement (Attachment 1).

ANALYSIS:

Changes from 2017 Cooperation Agreement

The 2020 Cooperation Agreement (Attachment 2) is similar to the 2017 agreement with minor revisions. The main change from 2017 is that the 2020 Cooperation Agreement will automatically renew for each new consecutive three-year qualification period upon expiration of each qualification period. This change replaces the practice of bringing this item to each participating agency every three years.

The new language further clarifies that if any party wishes to stop the automatic renewal, they must provide written notice to the other party at least 60 days prior to the end of the then current qualification period that it is electing to discontinue its participation in the Cooperation Agreement for subsequent qualification periods.

Entitlement Jurisdictions

With a population over 50,000, San Rafael meets the criteria to establish itself as an “entitlement jurisdiction”, which would allow the City to receive its proportion of CDBG and HOME funding independently of other Marin jurisdictions. By entering into a cooperation agreement, San Rafael is relinquishing this authority and designating the County of Marin as the entitlement jurisdiction through the “urban county” HUD qualification described earlier. This designation enables the County of Marin to receive annual CDBG and HOME grant allocations established by formula, and then distribute the funding proportionally to the participating jurisdictions.

Additionally, by designating the County of Marin as the entitlement jurisdiction, the County is taking on the responsibilities of managing and administering the CDBG and HOME programs. These responsibilities include: disseminating program funds, Davis-Bacon Compliance, NEPA reviews, development and updating of Consolidated Plans and Annual Action Plans, and all CDBG and HOME related monitoring and reporting.

Increasingly, state and federal funding programs are utilizing the CDBG framework for allocating resources, including the recent [federal CDBG-CV funding allocations](#) and the upcoming and [annual state Permanent Local Housing Allocation \(PLHA\) program](#). Due to this increased reliance on the entitlement jurisdictions, staff has begun discussions with County of Marin staff to formalize policies and procedures for handling funding allocations separate from the CDBG and HOME programs. Any such policies and procedures would be brought to City Council for review as necessary.

Staff Recommendation

Staff recommends that City Council adopt the Resolution to approve and authorize the Mayor to execute on behalf of the City, a three-year Community Development Block Grant Cooperation Agreement with the County of Marin.

FISCAL IMPACT:

There is no fiscal impact associated with continuing the CDBG Cooperation Agreement with the County of Marin.

It is important to note that in return for managing the CDBG and HOME programs, the County of Marin does take approximately twenty percent (20%) of the CDBG funds that are awarded annually to cover administrative expenses. This practice is allowed per Section 3 of the cooperation agreement. County of Marin staff have indicated that these funds do not fully recuperate their CDBG and HOME-related administrative expenses.

OPTIONS:

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

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

RECOMMENDED ACTION:

Adopt Resolution

ATTACHMENTS:

1. Resolution approving Cooperation Agreement with County of Marin
2. 2020 Cooperation Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING EXECUTION OF A THREE-YEAR COOPERATION AGREEMENT WITH THE COUNTY OF MARIN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAMS

WHEREAS, it is mutually desired by the City of San Rafael and the County of Marin that they may enter into a Cooperation Agreement, in accordance with the Housing and Community Development Act of 1974, as amended, in order to jointly undertake community renewal and lower income housing assistance activities; and

WHEREAS, as a result of the Cooperation Agreement between the Marin cities and towns and the County of Marin, Marin has received over \$72 Million in CDBG and HOME funding for housing and community facilities and public service projects benefitting lower income persons since 1975;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael approves and authorizes the Mayor, on behalf of the City, to execute a three-year Cooperation Agreement with the County of Marin for the Community Development Block Grant Program, the HOME Investment Partnerships Program and the Emergency Solutions Grants Program. The three-year period shall be for the federal Fiscal Years 2021, 2022 and 2023.

BE IT FURTHER RESOLVED, that the City hereby adopts the policies included in the Cooperation Agreement.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on the 1st day of June, 2020 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

LINDSAY LARA, City Clerk

**COMMUNITY DEVELOPMENT BLOCK
GRANT AND HOME INVESTMENT
PARTNERSHIPS PROGRAM
COOPERATION AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between _____, hereinafter referred to as "City" and COUNTY OF MARIN, hereinafter referred to as "County."

W I T N E S S E T H

WHEREAS, _____ is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community renewal and lower-income housing assistance activities; and

WHEREAS, COUNTY OF MARIN is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community renewal and lower-income housing assistance activities; and

WHEREAS, Government Code Sections 6500, et seq., authorize two or more public agencies to jointly exercise any power common to both; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto, whereby the parties shall jointly undertake community renewal and lower-income housing assistance activities, including those funded by the Community Development Block Grant Entitlement Program (CDBG), the HOME Investment Partnerships Program (HOME), and the Emergency Solutions Grants Program (ESG); and

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, pursuant to the Housing and Community Development Act of 1974, as amended, the HOME Investment Partnerships Act, as amended, and the Stewart B. McKinney Homeless Assistance Act, as amended. City agrees to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. This Cooperation Agreement shall become effective for an initial three-year term on October 1, 2020, and be in effect through, and shall not be terminated prior to, September 30, 2023, after which the term shall be automatically renewed unless action is taken by the County or City prior to the end of the term electing not to participate in a new qualification period. This Cooperation Agreement shall automatically renew for participation in successive three-year qualification periods upon expiration of each qualification period, unless the County or the City provides written notice to the other party at by the date specified in HUD's urban county qualification notice for the next qualification period that it is electing to discontinue its participation in this Cooperation Agreement for the successive qualification period. A copy of that notice shall be sent to the other party and to the local Housing and Urban Development (HUD) Field Office, to the designated contacts detailed in Section 16 below. County shall provide City with written notice by the date specified in HUD's urban county qualification notice for the next qualification period of its right not to participate in the urban county for a successive three- year term with a copy of the notification sent to the HUD Field Office City may discontinue its participation by taking those actions set forth by Section 6 of this agreement, in conjunction with notification to the County and HUD as specified herein. In the event that the County proposes to enter into an agreement on terms that would replace or amend the terms of this agreement for any subsequent qualification period then County shall notify City of the terms being proposed as soon as County becomes aware of the need to replace or amend this agreement, but in any event by no later than the date specified in HUD's

urban county qualification notice for election to discontinue its participation in this Cooperation Agreement for the next qualification period. Thereafter, City shall notify County as to whether it shall accept the proposed terms by no later than the time required to notify the County of its intent to elect to discontinue participation as specified in HUD's urban county qualification notice for the next qualification period. The parties stipulate and agree to adopt any changes necessary to meet the requirements for a cooperation agreement set forth in an urban county qualification notice applicable to a subsequent three-year urban county qualification period. The parties shall submit such amendment to HUD as provided in the urban county qualification notice. Failure to do so shall result in the automatic renewal for such qualification period being void. This agreement shall remain in effect until the Community Development Block Grant, HOME Investment Partnership Program, and Emergency Solutions Grants Program funds from appropriations for federal fiscal years 2021, 2022, 2023, and any program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed, or until such time as it is replaced by a fully executed agreement of the parties. Neither County nor City may terminate or withdraw from this Cooperation Agreement while it remains in effect.

2. Upon certification of Marin County, including all or a portion of the incorporated cities within the County, as an "urban county" for federal fiscal years 2021, 2022, and 2023, and subsequent three-year periods thereafter, under the Housing and Community Development Act of 1974, as amended, and applicable rules and regulations adopted pursuant thereto, a Priority Setting Committee shall be formed consisting of one (1) representative designated by each of the cities with a population over 50,000 and one (1) representative designated by the Board of Supervisors. All other participating cities and towns may each designate up to one representative. With mutual consent of the Board of Supervisors and each of the participating cities, the Priority Setting Committee may be expanded to include one or more additional community member(s) who represent the interests of racial and ethnic minorities, individuals with disabilities, and/or other protected classes. Each representative shall have equal voting rights on the Committee. The Committee shall prepare a proposed budget for the use of funds, and any other documentation required by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program, the HOME Investment Partnerships Program, and the Emergency Solutions Grants Program, including, but not limited to, a list of specific projects to be undertaken and priorities for implementation for both housing and community development projects.

In preparing its proposed plans, project priorities, proposed budget, and other documentation, the Committee shall disseminate complete information to citizens of Marin County concerning its proposals and alternatives; shall conduct public hearings to obtain the views of citizens on community development and housing needs; and shall provide citizens with adequate opportunity to participate in the development of programs and priorities.

To ensure adequate participation in the planning process, three planning areas will be designated which will include the cooperating incorporated cities as well as adjacent unincorporated areas. These will be the Novato Planning Area, the San Rafael Planning Area, and the County Other Planning Area, which consists of rural and small communities.

3. After deduction of administrative expenses and public service allocations consistent with HUD regulations, forty percent (40%) of the net Community Development Block Grant monies and one hundred percent (100%) of the net HOME Investment Partnerships Program monies allocated annually to the County of Marin as an "urban county" under the Housing and Community Development Act of 1974, as amended, and the HOME Investment Partnerships Act, as amended, shall be allocated for housing purposes on a countywide basis. The portion of CDBG funds described in the immediately preceding sentence shall be known as "CDBG Countywide Housing funds." Distribution of such funds will be made by the Board of Supervisors, on recommendation of the Priority Setting Committee. Such distribution will be consistent with HUD guidelines and evaluation criteria developed by participating cities and the county, to ensure consistency and facilitate implementation of countywide housing goals.

- a. The Priority Setting Committee will seek to allocate funds based on the principles of geographic equity and the general Community Development Block Grant funding distribution formula used by HUD to determine Marin County's allocation, the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding, with the provision that the extent of poverty be counted twice. However, a different distribution formula is hereby expressly authorized if and when necessary to comply with Title I of the Housing and Community Development Act of 1974, as amended. Recommendations for the use of funds shall be made by the Priority Setting Committee, as described above in Section 2, and then referred to the Marin County Board of Supervisors. The Marin County Board of Supervisors will make the final funding decisions. If any project submitted by County as a portion of the Community Development Block Grant documentation is found to be ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in

concert with the Priority Setting Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a resubmission conforms with the rules and regulations of the Department of Housing and Urban Development for the administration of Title I of the Housing and Community Development Act of 1974, as amended.

4. Upon completion of Priority Setting Committee deliberations, the proposed budget and other documentation shall be submitted to the Marin County Board of Supervisors for review and approval. The Marin County Board of Supervisors will have final responsibility for selecting Community Development Block Grant (CDBG), HOME, and ESG activities and submitting the Consolidated Plan and other documentation to HUD.
5. For any Planning Area with a population of 50,000 or more (according to population estimates issued by the U.S. Department of Housing and Urban Development), the system described in Section 3 of this Agreement for allocation of Community Development Block Grant funds will, at the option of the largest city in the Planning Area be modified as follows:

The City Council of the largest city in the Planning Area will prepare the proposed list of projects for the use of (a) that Planning Area's funds, and (b) that Planning Area's "proportional share" of CDBG Countywide Housing funds allocated according to the formula described in Section 3 of this Agreement. The City Council will establish its own system for setting local funding priorities, but its process for selecting projects must include a public hearing and consistency with all regulations. The City Council must consider the needs of all eligible persons who reside within census tracts associated with the City, including those residing outside the city limits, but will not be subject to any quotas with regard to the type or location of projects. The resulting recommendations will be referred to the full Priority Setting Committee and then to the Marin County Board of Supervisors for review and approval. The Priority Setting Committee will recommend allocation of HOME and ESG funds on a countywide basis, but may restrict the CDBG Countywide Housing funds remaining under its jurisdiction to geographic areas not implementing the provisions of this paragraph.

This Section 5 shall not be applied in any year that the total Community Development Block Grant monies allocated to Marin County is less than \$500,000. In any year that the total Community Development Block Grant monies allocated to Marin County is less than \$500,000, the Priority Setting Committee will make all funding recommendations pursuant to the system described in Section 3.

6. To exercise its rights under Section 1 to discontinue its participation in this agreement City may terminate its participation in this Cooperation Agreement and membership on the Priority Setting Committee by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken and following notice to the County and HUD as specified in Section 1. The first qualification period to which this agreement shall apply will end September 30, 2023. Subsequent urban county qualification periods will end September 30 on every third year following that date.
7. This Cooperation Agreement shall not exempt any project from the required local government planning approval process. Community Development Block Grant, HOME, and ESG funds

received by County may be allocated to projects only through the process described in this Cooperation Agreement.

8. Pursuant to the Cooperation Agreement, County, acting through the Board of Supervisors, shall be the primary general-purpose local governmental unit under the Housing and Community Development Act of 1974, as amended. It shall be the responsibility of County to apply for grants, to administer all funds received, and to undertake or assist in undertaking essential community renewal and lower income housing assistance activities. County shall have the authority to carry out activities which will be funded from annual Community Development Block Grants, from HOME Investment Partnerships Program funds, and from Emergency Solutions Grants Program funds from Federal Fiscal Years 2021, 2022, and 2023, and subsequent three-year periods thereafter, appropriations and from any program income generated from the expenditure of such funds. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
9. County, City, and all other cooperating cities shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. County, City, and all other cooperating cities shall also take all actions necessary to assure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws.

Use of urban county funds for activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited.

Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement as described in 24 CFR 570.503.

County, City, all other cooperating cities, metropolitan cities, urban counties, units of general local government, Indian tribes, and insular areas that directly or indirectly receive funds provided under Title I of the Housing and Community Development Act of 1974, as amended, may not sell, trade, or otherwise transfer all or any portion of such funds to another such entity in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

10. City shall inform County of any income generated by the expenditure of Community Development Block Grant funds, HOME Investment Partnerships Program funds, or ESG funds received by City. Any such program income shall be paid to County for use for eligible activities in accordance with all Community Development Block Grant, HOME Investment Partnerships Program, and ESG requirements as may then apply. County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate recordkeeping and reporting by City as may be needed for this purpose. In the event of close-out or change in status of City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to County.
11. The following standards shall apply to real property acquired or improved in whole or in part using Community Development Block Grant, HOME, or ESG funds that is within the control of a participating City.

- a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than Community Development Block Grant, HOME, or ESG) of property acquired or improved with Community Development Block Grant, HOME, or ESG funds that is sold or transferred for a use which does not qualify under the Community Development Block Grant, HOME, or ESG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all Community Development Block Grant, HOME, or ESG requirements as may then apply.
12. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Development Block Grant, HOME, and ESG activities, and filing the Consolidated Plan and other required documentation rests with County, as required by the Housing and Community Development Act of 1974, as amended.
13. The City shall defend, save, hold harmless and indemnify the County, its officers, agents and employees from all liabilities and claims for any fines, penalties, bodily injury, death, sickness or damages of any type from any cause whatsoever that arises from or is connected with (i) the City's failure to comply with any requirement of the CDBG Act and the HOME Act or the regulations, guidelines, bulletins or circulars that are issued pursuant thereto, and (ii) any City activity that is financed by funds granted hereunder pursuant to the CDBG Act and the HOME Act. Without limiting the foregoing, the provisions of this paragraph apply fully in the event the City participates in the Section 312 Federal Rehabilitation Loan Program in conjunction with the Community Development Block Grant and HOME Investment Partnerships Act programs.
14. By executing this Community Development Block Grant Program Cooperation Agreement, City understands that it may not apply for grants under the State Community Development Block Grant Program from appropriations for fiscal years during the period in which it participates in the urban county's Community Development Block Grant Program; that it will be part of the urban county for the HOME Program and ESG if the urban county receives HOME and ESG funding, respectively; that it may receive formula allocations under the HOME Program and ESG only through the urban county; and that, even if County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments except through the urban county. This does not preclude City or County from applying to the State for HOME or ESG funds, if the State allows.
15. The cooperating unit of general local government has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

The phrase “cooperating unit of general local government” has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD-13-04.

16. All notices under this agreement shall be in writing (unless otherwise specified) delivered to the parties by hand, by commercial courier service, electronic mail, or by United States mail, postage prepaid, addressed to the parties at the addresses set forth below or such other addresses as the parties may designate by notice.

17. Nothing contained in this agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

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

19. This agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first above written.

COUNTY OF MARIN

CITY OF

By: _____
Katie Rice, President
Board of Supervisors

By: _____
Mayor

ATTEST:

ATTEST:

Deputy Clerk of the Board

Clerk

MASTER FORM APPROVED AS TO FORM:

Tarisha Bal
Deputy County Counsel
County of Marin



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Digital Service and Open Government

Prepared by: Sean Mooney,
Civic Design Manager

City Manager Approval: 

TOPIC: NETWORK DESIGN SERVICES FOR ESSENTIAL FACILITIES PROJECTS

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARINIT FOR NETWORK DESIGN, CONFIGURATION, AND INSTALLATION SERVICES ASSOCIATED WITH THE PUBLIC SAFETY CENTER ESSENTIAL FACILITIES PROJECT, IN THE AMOUNT OF \$141,878.

RECOMMENDED ACTION: Adopt the resolution.

BACKGROUND: In April 2019, Digital Service and Open Government entered into an agreement with MarinIT to assist in the management of network projects related to City of San Rafael essential facilities projects including Fire Station 52, 57, and the Public Safety Center (PSC), in the amount of \$73,878 (Attachment 4). At the time MarinIT was the primary network service provider for the City of San Rafael and the primary network consultant for the County of Marin’s MIDAS network which provides the network backbone for multi-jurisdiction public safety connectivity.

Since April 2019, MarinIT has supported the completion of Fire Stations 52 and 57 and collaborated with Digital Service and Open Government in the design of a new, secure, and stable network for Police and Fire services at the Public Safety Center.

The initial agreement covered costs for the design of the Public Safety Center network. When the agreement was made with MarinIT, our team did not know the full scope of work required for network projects, installation, and integration with public safety services. The proposed amendment to the agreement with MarinIT covers the additional costs required to bring the Public Safety Center network online, including labor costs related to setup and installation of network, technology, and broadband infrastructure. All costs related to this work have already been allocated as part of the PSC budget.

ANALYSIS: The Public Safety Center is designed to be a state-of-the-art public safety facility and will accommodate technology and services for the San Rafael Police Department, Fire Department Administration, Fire Station 51, and the City Emergency Operations Center (EOC) for decades. The Public Safety Center network design project began in 2017 alongside planning and conversations around the City network redesign. The PSC network design project was scoped based on input and requests from Public Safety staff and centered on the need for

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

redundant connections to the internet to support the NextGen Marin Emergency Radio Authority (MERA) Alerting systems and other critical public safety systems.

Working with MarinIT staff, Digital Service and Open Government staff developed the initial draft of the network design over the course of 2019. In December 2019, the City's Managed Service Provider for technology support, Xantrion, became a partner in the network design project, reviewed the design, made recommendations, and offered cost-saving solutions which have been approved by the Essential Facilities Construction Management Team.

Systems to be Supported in the Public Safety Center

In addition to staff workstations and telephones for both departments the network infrastructure must be able to accommodate:

- Network core infrastructure
- Police Department telephone dispatch and Computer Aided Dispatch system
- Security cameras – PSC, City Hall, Parking Lots, etc.
- Body Cameras and Interview Room camera system
- Television monitors including EOC and integrated audio/video systems in conference rooms
- Keyless entry systems
- Wireless internet access (public access and staff only access)
- Inter-agency connectivity to the Department of Justice
- Direct connections to the Marin County Sheriff's Office
- 2nd generation Emergency alerting system through Marin Emergency Radio Authority (MERA)
- 51 Wireless Access Points
- 1008 live data ports throughout the facility
- Building Alarm System
- Cellular signal boosters
- HVAC systems
- Solar Panels
- Mobile RIMS for Patrol Cars
- Capacity to support microwave connectivity to MERA and Golden Gate Transit

Building a Redundant Network for Public Safety

The Public Safety Center network design paves the way for a more secure and redundant Citywide network where connectivity is consistently stable and secure. In addition to dual internet service providers, the design allows for the addition of microwave connectivity to provide a stable, wireless connection to Marin Emergency Radio Authority (MERA) and the Marin County Sheriff's Office in the case that all internet service provider (ISP) connections between City Hall, the PSC, and multiple service providers offer the opportunity for "always on" internet connectivity on the City of San Rafael campus.

The driving force behind the design of redundancy in the network has been the Next Generation MERA system which will be moving from radio-based technology to IP-based (meaning network and internet-based) technology. This means that the emergency radio system that Fire and Police rely on for interagency communication and coordination with the Sheriff's Office and Office of Emergency Management will be dependent upon an internet connection to enable communication. To make this connection resilient and fail-safe, public safety staff asked for network solutions that would allow for MERA functionality in worst-case scenarios. Our solution

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

is a network that has two ISP connections (if one goes down the other service takes over) and the capacity to support a connection (mounted on the PSC roof) that can directly communicate with MERA without relying on any third-party service provider. Under normal working conditions, the dual ISP connections allow for all traffic on the network to use both pathways allowing for reduced congestion.

Equally as important, the demands of public safety require that services are available 24 hours, 7 days-a-week and public safety personnel have asked that the network for the Public Safety Center meet the needs for departments that cannot afford downtime. To accommodate this the proposed network design offers redundant connections to the internet and fail-safes to protect critical services (like RIMS computer-aided dispatch) from going down.

The recommended Resolution authorizes the City Manager to execute an amendment to the Professional Services Agreement with MarinIT for the required network configuration, installation and integration to support all services in the Public Safety Center in an amount not to exceed \$68,000, for a new total contract amount not to exceed \$141,878. The amendment would also extend the term of the original agreement through December 31, 2020.

FISCAL IMPACT: Staff proposes to fund completion of network projects utilizing Essential Facilities Capital Projects funds already existing and allocated for the completion of Public Safety Center network projects. The total cost for labor and equipment related to the completion of network-related projects has been planned and approved by the Essential Facilities Construction Management Team.

Initial Agreement	\$73,878
Proposed Agreement	\$68,000
Total	\$141,878

OPTIONS:

1. Adopt the resolution as presented authorizing an amendment to the MarinIT agreement.
2. Do not award the agreement and direct staff to find an alternate vendor. If the City does not approve this agreement the completion of the Public Safety Center will be delayed.

ATTACHMENT:

1. Resolution approving Amendment to Agreement
2. Draft Amendment to Agreement
3. Marin IT Scope of Work – Change Order 1
4. Original Agreement and corresponding Exhibit A: Scope of Work

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARINIT FOR NETWORK DESIGN, CONFIGURATION, AND INSTALLATION SERVICES ASSOCIATED WITH THE PUBLIC SAFETY CENTER ESSENTIAL FACILITIES PROJECT, IN THE AMOUNT OF \$141,878

WHEREAS, the City of San Rafael and MarinIT entered into an “Agreement for Network and Technology Project Management Services for Essential Facilities Projects” dated April 15, 2019 (the “Agreement”) for technology project management, network design, technical support, technology integration and installation services associated with the City’s Essential Facilities Projects; and

WHEREAS, the Agreement capped compensation to MarinIT at \$73,878 based upon a preliminary estimate of the extent of services that would be required in connection with the construction of the City’s Essential Facilities Projects, which consist of two new fire stations and a Public Safety Center; and

WHEREAS, the City has completed the two fire stations, but the complexity of the Public Safety Center construction project will require more services from MarinIT than were estimated, and additional compensation not to exceed \$68,000; and

WHEREAS, the Public Safety Center project is not expected to be completed before the expiration of the term of the Agreement and the term should be extended through December 31, 2020; and

WHEREAS, the amended contract amount of \$141,878 is already included in the Essential Facilities Capital Projects Fund (420) budget and appropriations;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute an

amendment to the Agreement, in a form approved by the City Attorney, increasing the compensation payable to MarinIT by an amount not to exceed \$68,000 for a total contract amount not to exceed \$141,878, and extending the term of the Agreement through December 31, 2020; and

IT IS FURTHER ORDERED AND RESOLVED, that the City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 1st day of June 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDAY LARA, City Clerk

FIRST AMENDMENT TO AGREEMENT FOR NETWORK AND TECHNOLOGY PROJECT MANAGEMENT SERVICES FOR ESSENTIAL FACILITIES PROJECTS

THIS FIRST AMENDMENT to Agreement is made and entered into as of the 26th day of May, 2020, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**") and MarinIT, INC. (hereinafter, "**CONTRACTOR**"), together referred to herein as the "Parties."

RECITALS

WHEREAS, the **CITY** and **CONTRACTOR** entered into an "Agreement for Network and Technology Project Management Services for Essential Facilities Projects" dated April 15, 2019 (the "Agreement") for technology project management, network design, technical support, technology integration and installation services associated with the **CITY'S** Essential Facilities Projects; and

WHEREAS, the Agreement capped compensation to **CONTRACTOR** at \$73,878.00 based upon the Parties' preliminary estimate of the extent of services that would be required from **CONTRACTOR** in connection with the construction of the **CITY'S** Essential Facilities Projects, which consist of two new fire stations and a Public Safety Center; and

WHEREAS, the **CITY** has completed the two fire stations but construction of Public Safety Center is not expected to be completed until at least August, 2020; and

WHEREAS, the Parties have now determined that the complexity of the Public Safety Center construction project will require more services from **CONTRACTOR** than were estimated; therefore the Parties wish to amend the Agreement to increase the services and compensation payable to **CONTRACTOR**; and

WHEREAS, the Public Safety Center project is not expected to be completed before the expiration of the current term of the Agreement and the term should be extended;

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

AMENDMENT TO AGREEMENT

1. Paragraph 4 of the Agreement, entitled "COMPENSATION," is hereby amended to increase by \$68,000 the compensation payable to **CONTRACTOR** for the services described in Exhibit "A" to the Agreement, for an adjusted not-to-exceed amount of \$141,878. Such additional compensation shall be paid at the hourly rates for **CONSULTANT** as set forth in Exhibit "A" to the Agreement.

2. Paragraph 5 of the Agreement is hereby amended to change the termination date of the Agreement to December 31, 2020.
3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

MarinIT, INC., Contractor

JIM SCHUTZ, City Manager

By: David K. Cooper
David K. Cooper (May 26, 2020 09:25 PDT)

Name: David K. Cooper

Title: President

ATTEST:

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

LINDSAY LARA, City Clerk

By: wesley liang
wesley liang (May 26, 2020 10:43 PDT)

APPROVED AS TO FORM:

Name: wesley liang

Title: Partner

ROBERT F. EPSTEIN, City Attorney



366 Bel Marin Keys Blvd
Suite D
Novato, CA 94949
415.259.5742 Tel
415.454.3432 Fax

www.marinit.com

City of San Rafael – Essential Facilities and Public Safety Building

Project: System Installation – Change Order 1
From: David Cooper
Date: May 20, 2020

To: Sean Mooney - sean.mooney@cityofsanrafael.org
The City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

Change Order #1:

• Original contract Amount:	\$73,878.00
• Previous Changes:	\$0.00
• Amount of this change	\$68,000.00
• Revised contract amount:	\$141,878.00

Description of work:

- Equipment configuration
- Equipment physical installation
- Integration of new systems / equipment with current city / county network
- System testing / validate expected functionality
- Post installation wireless heat map
- Documentation and turn over of configurations to city IT staff

Documentation:

All system documentation produced as part of this project will be turned over to the designated contact at the end of the project or if requested by a authorized client representative.

Travel

Travel / per diem outside of Marin County will be billed at actual cost. Marin IT will provide backup documentation for expenses submitted.

Marin IT, Inc. Proprietary & Confidential

City of San Rafael - Public Safety Center

Client Responsibilities

In order for Marin IT to perform the tasks included in this scope of work we will need at a minimum but not limited to:

- Architectural drawings
- Building access – Misc areas, IDF, MDF, construction site as needed.
- All drawings will be marked up by Marin IT, architect will be responsible for incorporating design changes into construction drawings of record

Additional Change / System Upgrade Process

- Discuss the need for the change in scope with the designated representative(s)
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on project schedule / time frame.
- Move forward contingent with approval from designated representative(s)

This agreement does not include hardware / system configuration.

This does not include equipment needed for installation. A bill of materials and associated costs will be assembled as part of the design work above. This cost is developed based on Marin IT providing equipment and all services above as well as work being performed during normal business hours.

Our hourly rates for services will range from \$110.00 per hour to \$145.00 per hour for any additional work requested.

We look forward to discussing this project with you in more detail and moving forward with you as part of the design team.

Thank you for your consideration

David Cooper

Marin IT, Inc.

**AGREEMENT FOR
NETWORK AND TECHNOLOGY PROJECT MANAGEMENT SERVICES FOR
ESSENTIAL FACILITIES PROJECTS**

This Agreement is made and entered into this 15 day of April, 2019, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and MarinIT, Inc. (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, CITY requires technology project management, network design, technical support, technology integration and installation services for the successful construction of the Essential Facilities Projects ("Essential Facilities network and technology project management"); and

WHEREAS, CONTRACTOR is experienced in providing network and technology project management for large-scale construction projects; and

WHEREAS, CONTRACTOR has the training and experience to provide, and is willing to provide, Essential Facilities network and technology project management to **CITY**; and

WHEREAS, CITY desires to enter into an Agreement with **CONTRACTOR** to provide Essential Facilities network and technology project management to **CITY** for a 14-month term, beginning April 15, 2019 and ending June 15, 2020.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

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

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

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties as described in **CONTRACTOR'S** proposal dated February 1, 2019, attached hereto as "Exhibit A" and incorporated herein.

3. DUTIES OF CITY.

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

4. COMPENSATION.

For the full performance of the services described herein by CONTRACTOR, CITY shall pay CONTRACTOR on a time and materials basis as specified in "Exhibit A", provided that the total amount paid to CONTRACTOR for its services and expenses will not exceed \$73,878.00 during the term of this Agreement.

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

5. TERM OF AGREEMENT.

The term of this Agreement shall be for fourteen (14) months, beginning on April 15, 2019 and ending on June 15, 2020. Upon mutual agreement of the parties, and subject to the availability of appropriated funds, the City Manager may elect to extend the term of this Agreement for up to six (6) months, for a total period not to exceed twenty (20) months.

6. TERMINATION.

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

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

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

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

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

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

9. ASSIGNABILITY.

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

10. INSURANCE.

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

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

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

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

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

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

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

operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and non contributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

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

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

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

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

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

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to

CITY's satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

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

11. INDEMNIFICATION.

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

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not

apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

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

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD PARTY BENEFICIARIES.

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

15. NOTICES.

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

TO **CITY**'s Project Manager:

Sean Mooney
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

TO **CONTRACTOR**'s Project Director:

David Cooper
366 Bel Marin Keys Boulevard, Suite D
Novato, CA 94949

16. INDEPENDENT CONTRACTOR.

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

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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

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

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

18. SET-OFF AGAINST DEBTS.

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

19. WAIVERS.

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

20. COSTS AND ATTORNEY'S FEES.

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

21. CITY BUSINESS LICENSE / OTHER TAXES.

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

22. SURVIVAL OF TERMS.

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

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

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


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

CITY OF SAN RAFAEL

CONTRACTOR



JIM SCHUTZ, City Manager

By: 

Name: DAVID COOPER
Title: PRESIDENT

ATTEST:

L. Lara

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

Robt F. Epstein for RFE

ROBERT F. EPSTEIN, City Attorney

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

By:

Wesley Liang

Name:

Wesley Liang

Title:

Secretary



366 Bel Marin Keys Blvd
Suite D
Novato, CA 94949
415.259.5742 Tel
415.454.3432 Fax
www.marinit.com

City of San Rafael – Essential Facilities and Public Safety Building

Project: Project Coordination / System Installation – Essential Facilities & Public Safety Building
From: David Cooper
Date: February 1, 2019

To: Sean Mooney - sean.mooney@cityofsanrafael.org
The City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

I am pleased to provide you our proposed scope of work to assist with coordination and installation of the new technology systems for the new San Rafael Essential Facilities Public Safety Building. This statement of work includes integrating the new architecture at the new facilities with the current city infrastructure and has been developed based on discussions with City of San Rafael staff.

Project Summary:

The City of San Rafael is currently building new public safety facilities which will include:

- Fire Station 57
- Fire Station 51
- Police Department Administration and operations
- Fire Department Administration
- Emergency Operations Center
- San Rafael Police Dispatch Center

This statement of work is meant to provide a design build agreement to work as part of the project team and supply a turnkey solution to design and install a network infrastructure based on current data networking standards as well as assist and coordinate with City of San Rafael staff in the installation and purchasing of other technologies required for final move in of Police and Fire Services.

This scope also includes working with the associated vendors to assist and coordinate with any network related configuration needed to support their respective systems for example AV, CCTV, MERA, Dispatch etc. As well as bring new telecommunications service to the property and coordinate documentation with architect.

Marin IT, Inc. Proprietary & Confidential

City of San Rafael - Public Safety Center

Roles

Marin IT will work as the Project Lead for implementation of owner provided technology that does not fall into the direct scope of work of Essential Facilities contracts with Kitchell Construction Engineers, Alten Construction, Mary McGrath Architects, related subcontractors, or designated agencies. Marin IT will work with the Essential Facilities Management Team and Digital Service and Open Government staff to coordinate the timely purchase and installation of technologies outlined within this scope of work.

Organizations Contractors	Roles	Description
Kitchell CEM	Construction Project Manager	Provides project and construction management services for all essential facilities projects including the management of construction scheduling for primary contractors and subcontractors.
Mary McGrath Architects	Project Architect Mary McGrath	Principal architect for essential facilities projects. Also participates in construction administration.
Alten Construction	Construction Contractor	Primary construction contractor responsible for the completion of Public Safety Center construction tasks defined within the Public Safety Center contract.
Department of Public Works	Director Bill Guerin	Director of Public works, represents City interests in Essential Facilities Management Team and helps facilitate
	Public Works Project Manager Fabiola Guillen-Ufer	Public Works Project Manager representing Public Works and City of San Rafael
San Rafael Police Department	Police Chief Diana Bishop	Represents Police Department interests in the construction of the Public Safety Center.
	Records and Dispatch / Operational Point of Contact Charles Taylor	Manages Police Department Records and Dispatch. Will be primary point of contact for the relocation of dispatch operations and Police Department technology needs.
San Rafael Fire Department	Fire Chief Chris Gray	Represents Fire Department interests in the construction of the Public Safety Center.
	Battalion Chief / Operational Point of Contact Matthew Windrem	Secondary point of contact for Fire Department technology needs. Operational point of contact related to workstations and telephones specific needs.

	Technology Projects Coordinator Sean Mooney	Primary point of contact between Marin IT and City of San Rafael for PSC project. Coordinates technology projects with Marin IT and DSOG staff, monitors progress on tasks, and
Digital Service and Open Government	Technology Operations Manager Gus Bush	Primary point of contact for City of San Rafael technology operations and support. Primary point of contact for workstation specifications, telephone and broadband account information, additional staff technology needs.
	Network and Infrastructure Manager Vinh Pham	Primary point of contact for all City of San Rafael network, server, and telephone infrastructure information and specifications.
Marin IT	Marin IT Project Lead David Cooper	Project lead and primary point of contact for Marin IT. Responsible for overall management of Marin IT services related to technology projects.
	Marin IT Project Engineer Tim Bush	Project Engineer responsible for coordinating Marin IT resources related to the PSC project.

Physical Infrastructure Backbone Cabling - Work with design team to determine the currently installed infrastructure, what is in need of upgrade and re-design infrastructure. Develop a budget for required work and furnish to ownership.

- Review Site pathway / currently installed conduit - Current cabling installed, copper, fiber, count, etc.
- Conduit path internal - Review current installed pathway to verify size and available capacity. - Make recommendations to design team for additional pathway conduit, etc. as required to future proof network connectivity.
- Conduit path external - Access for services coming in from providers / street verify available capacity is adequate to support any new services which may need to be installed. Analyze possibility for secondary entrance to property to support diverse path / redundant providers.
- Assist with design any new pathway which might be required based on new services that may be installed. For example redundant internet connectivity, cable television, microwave, etc.
- Review horizontal cabling to support administrative workstations, printers, etc. work with architect and design team to develop cabling matrix labeling convention
- Assist with selection of cable type, fiber, copper, termination types, etc. For installation during construction phase.
- Assist with manufacturer selection - Server room and IDF hardware, cabinets, wire managers, etc. For installation during construction phase. .
- Assist with coordination of cabling design, documentation and integration with all network equipment / misc systems.

-
- Review server room and network distribution locations. Ensure they adhere to industry standards and best practices.
 - Remote connectivity to other city facilities. Including multi network paths for network redundancy.
 - Place orders from telecommunications service providers on behalf of the City of San Rafael.
 - Coordinate installation of said services.

Wired Network - Develop plan to build wired network infrastructure to current industry standards including, but not limited to:

- Review current wired network and services intended for the building.
- Develop a network and system design based on industry standards vendors to support all network-based services.
- Assist with physical layout / design of network distribution rooms to support all areas
- Design / build network backbone to support integration with other network-based systems including Audio Visual, Security, Building Management, Guest access, etc.
- Network security - Coordinate firewall vendor and associated installation Assist with patching and verifying connectivity.

Wireless Network - Design industry standard wireless network including, but not limited to:

- Review current wireless network - Determine what portions of current infrastructure is in need of upgrade and assist with design specification to be included on design plan, cabling requirements, access point placement, etc.
- Review applications which will require wireless access - Design system to support / provide capacity required as well as provide coverage in required areas, lobby, lobby port, admin offices, conference rooms, etc.
- Prepare predictive wireless "heat" map / survey to anticipate new WLAN installation coverage prior to installation of cable infrastructure.
- Determine access point locations and place on drawings including administrative offices, custom locations, public areas. - Architect responsible for updating record drawings.
- Assist with antenna / access point selection and placement to support wireless network coverage and aesthetic concerns. - Architect responsible for updating record drawings
- Design and configure wireless system to support integration with other network-based systems including Audio Visual, Security, Building Management, Guest access, mobile phone repeaters/boosters, etc.
- Design / configure wireless security per industry standards / SSID Naming conventions
- Perform on site testing / documentation "heat" map survey to document wireless coverage in misc areas to validate predictive design..

Internet Connection / WAN:

Coordinate and document new services and coordinate with required vendors to develop budget, install and test connectivity as specified by the Network and Infrastructure Manager.

San Rafael Dispatch Center

Coordinating move of PD Records and Dispatch with SRPD, Marin County Sheriff's Office, MERA, and other service providers.

Data Center

Assist in the purchasing and installation of servers, storage, and backup systems for the server environment.

Operations and monitor

Provide standardized access for all infrastructure devices. E.g. default RADIUS authentication with failover local account.

Other Systems:

Work with vendors providing systems that require network connectivity to coordinate system design including all technical details / requirements, Ensure design includes provisions to support applications as required, VoIP, video, security, etc assist with connectivity / system testing as needed.

Audio/Video

Coordinate the purchasing and installation of owner provided televisions/monitors and other audio/video systems not specifically covered by the construction contract.

IT Hardware & Desktop Computing – Coordinate the quoting, purchasing, scheduling, and installation of PC workstations, printers, and telephones required for staff to move into the Public Safety Center. DSOG will supply an inventory of required workstations and telephones required for the facility and Marin IT will coordinate with the Technical Support Manager on specifications for workstations, software, and related workstation technologies.

Scheduling:

The recommended scheduling for this project from the Marin IT perspective would be to move forward with the site inspection / documentation as well as the pre-build wireless heat maps. These items will need to be tightly integrated with the building process and added to the current drawings.

As part of this discovery process it would be logical to design any work that will be needed in the main server / communications room(s), pathway to the street, power, UPS, cooling, etc. This information will give us the data we will need to develop a final design and the architect to be sure and design in enough physical space, capacity, etc.

It would be very advantageous to be sure the general building contractor understands where the network installation should fit into their scheduling to ensure that there will be no network installation delays that could affect bringing the new public safety center on line or impact the installation of any other systems.

During the course of the project a Marin IT project representative will be required to attend regular construction management meetings as determined by the Technology Project Coordinator. Representative should be prepared to present status on existing action items and report to Marin IT project team on upcoming action items.

Project Management Task Tracking

Marin IT will employ a task tracking solution as part of the project scope to allow for visibility and scheduling of upcoming and completed tasks, task assignees, and expected timelines within Marin IT's scope of work. City staff and Marin IT will review and mutually approve the appropriate task management solution and outline expectations for its use in managing the project.

Documentation:

All system documentation produced as part of this project will be turned over to the designated contact at the end of the project or if requested by an authorized client representative.

MarinIT will produce network design and deployment documentations. Marin IT will produce logical and physical network drawings including VLAN structure, IP address and cabling Matrix. All architectural and mechanical drawings will be by others. All HVAC / environmental and power calculations by others. Design documentations should include high-level view of the city network and its interconnects with neighboring networks. Deployment documentations should include samples of device configurations.

Travel

Travel / per diem outside of Marin County will be billed at actual cost. Marin IT will provide backup documentation for expenses submitted.

Client Responsibilities

In order for Marin IT to perform the tasks included in this scope of work we will need at a minimum but not limited to:

- Architectural drawings
- Building access – Misc areas, IDF, MDF, construction site as needed.
- All drawings will be marked up by Marin IT, architect will be responsible for incorporating design changes into construction drawings of record

Change / System Upgrade Process

- Discuss the need for the change in scope with the designated representative(s)
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on project schedule / time frame.
- Move forward contingent with approval from designated representative(s)

This agreement does not include hardware / system configuration.

A Bill of Materials (BOM) will be developed as part of this agreement. The cost of this equipment, cabling, etc will be a supplemental purchase to this agreement.

Estimated Costs:



Please review attached spreadsheet for itemized time estimate. Our estimated costs to complete the design aspect of this project including are:

Design & Budget Development Costs including contingency **\$73,878.00**

This does not include equipment needed for installation. A bill of materials and associated costs will be assembled as part of the design work above. This cost is developed based on Marin IT providing equipment and all services above as well as work being performed during normal business hours.

Our hourly rates for services will range from \$110.00 per hour to \$145.00 per hour for any additional work requested.

We look forward to discussing this project with you in more detail and moving forward with you as part of the design team.

Thank you for your consideration

David Cooper

Marin IT, Inc.

	HRS - Technician	HRS - Senior Technician	HRS - Network Engineer	Sub total	Notes
Review Current Plans / Specifications					
Audio Visual System / Integration	4	4	4	\$1,360.00	
Radio System - Speak with County of Marin	4	4	4	\$1,360.00	
Workstation / copper cabling	4	4	4	\$1,360.00	
Wireless access point placement	4	4	4	\$1,360.00	
Work w/City staff to develop matrix of roles and responsibilities	0	0	0	\$0.00	

Physical Infrastructure Backbone Cabling - Work with design team to determine the currently installed infrastructure, what is in need of upgrade and re-design infrastructure. Develop a budget for required work and furnish to ownership.

Review Site pathway / currently installed conduit - Current cabling installed, copper, fiber, count, etc.	4	4	4	\$1,360.00	
Conduit path internal: -Review pathway to all locations to verify size and available capacity. -Make recommendations to design team for additional pathway conduit, etc.	4	4	4	\$1,360.00	
Conduit path external: -Access for services coming in from providers / street -Verify available capacity is adequate to support any new services which may need to be installed. -Analyze possibility for secondary entrance to property to support diverse path / redundant providers.					
Assist with design for new pathway required based on new services that may be installed. EX. Roof pathway / Wireless or satellite television. Including review with design / architect team	0	8	8	\$2,040.00	
Review horizontal cabling to support work areas - Work with architect and design team to develop cabling / labeling scheme - Discuss / review IDF locations.	0	24	24	\$6,120.00	
Assist with selection of cable type, fiber, copper, termination types, etc. For installation during construction phase.	0	4	0	\$440.00	
Assist with manufacturer selection - Server room and IDF hardware, cabinets, wire managers, etc. For installation during construction phase.	0	8	0	\$880.00	
Assist with coordination of cabling design, documentation and integration with all network equipment / misc systems Correct cable to each device. CCTV, Speakers, etc.	0	24	16	\$4,960.00	
Review Rack layout -Designate space - Patching -Designate space - Radio equipment -Designate space server / SAN -Designate space network / telco equipment	0	0	0	\$0.00	
Assist with reviewing power and cooling requirements for new data room	0	0	0	\$0.00	
Assist with reviewing UPS specification / requirements for new equipment racks	0	0	0	\$0.00	
Assist with identifying systems that require analog line and ordering telco services: -Redundant Internet connection -Analog telephone / POTS Lines - Fire Alarm, elevator, etc. -Any misc services, T-1, WISP -Etc...	0	0	0	\$0.00	

Wired Network - Develop plan to upgrade the wired network infrastructure to current industry standards including, but not limited to

Review current wired network	0	16	8	\$2,920.00	This work fits into the scope and tasks already underway with Jim and David.
Develop a system design based on industry standards vendors to support all network based services.	0	24	24	\$6,120.00	
Assist with physical layout / design of IDF rooms to support all work areas	0	8	8	\$2,040.00	
Design wired network backbone to support integration with other network based systems including Audio Visual, Security, Building Management, Guest access, etc.	0	24	24	\$6,120.00	
Design wired layer 2 / VLAN structure for logical network / device segmentation	0	8	8	\$2,040.00	
Assist with design / integration of misc systems, guest network management system, PMS, CCTV, etc	0	24	8	\$3,800.00	

Wireless Network - Design industry standard wireless network including, but not limited to.

Review current wireless network - Determine what portions of current infrastructure is in need of upgrade and assist with design specification to be included on design plan, cabling requirements, access point placement, etc...	0	8	8	\$2,040.00	Some of this work fits into the scope and tasks already underway with Jim and David.
Review applications which will require wireless access - Design system to support / provide capacity required as well as provide coverage in required areas, lobby, office area, PD lobby port, etc.	0	24	24	\$6,120.00	
Prepare predictive wireless "heat" map / survey to anticipate new WLAN installation coverage.	0	0	40	\$5,800.00	
Determine access point locations for remodel and place on drawings - Architect responsible for updating record drawings	0	8	16	\$3,200.00	
Assist with antenna / access point selection and placement to support wireless network coverage and aesthetic concerns. - Architect responsible for updating record drawings	0	16	16	\$4,080.00	
Verify wireless system design will support integration with other network based systems including Audio Visual, Security, Building Management, Guest access, etc.	0	8	8	\$2,040.00	
Verify wireless system design will support integration system with selected guest user network management system. (Wireless Splash page, etc)	0	8	8	\$2,040.00	
Design wireless security per industry standards - 802.1x, LDAP, MAC Filtering, etc.	0	8	8	\$2,040.00	
Perform on site testing / documentation "heat" map survey to document wireless coverage in misc areas to validate predictive design.	0	24	24	\$6,120.00	

Workstations

Work with city staff / department heads -Develop equipment list, number of phones, workstations, etc -Review applications used by different departments - Create workstation build matrix -review standard configuration(s) with city IT staff / assist with ordering required equipment	0	0	0	\$0.00	
Image new workstations - Prepare for installation in new dispatch center	0	0	0	\$0.00	

Internet Connection / WAN:

Document required new services and coordinate with required vendors to develop budget and recommendations (Is this included in my weekly meetings with Jim / Vinh?) If so can Anthony join? 0 0 40 \$5,800.00 Some of this work will come from Jim contract. Some will be charged to MIDAS.

Other Systems:

Work with vendors providing systems that require network connectivity to coordinate system design including all technical details / requirements. Ensure design includes provisions to support applications as required, VoIP, video, security, etc assist with connectivity / system testing as needed. 0 40 0 \$4,400.00

Work w/County of Marin / MERA - Network design to integrate new MERA IP based system / wireless to dollar hill 0 0 0 \$0.00

EOC

Become familiar with EOC procedures - Activation, support, etc Assist with preparing "run book" for use in event of EOC activation / operation 0 0 0 \$0.00

Misc Items:

Regularly scheduled construction meetings 0 0 0 \$0.00

Subtotal Labor: \$89,320.00
Contingency @15% - Will only bill if necessary: \$13,398.00
Minus expenses covered in existing contract: \$28,840.00
Grand Total: \$73,878.00



CONTRACT ROUTING FORM

INSTRUCTIONS: Use this cover sheet to circulate all contracts for review and approval in the order shown below.

TO BE COMPLETED BY INITIATING DEPARTMENT PROJECT MANAGER:

Contracting Department: Digital Service and Open Government

Project Manager: Sean Mooney

Extension: 2646

Contractor Name: Marin IT

Contractor's Contact: David Cooper

Contact's Email: coop@marinit.com

FPPC: Check if Contractor/Consultant must file Form 700

Step	RESPONSIBLE DEPARTMENT	DESCRIPTION	COMPLETED DATE	REVIEWER Check/Initial
1	Project Manager	a. Email PINS Introductory Notice to Contractor b. Email contract (in Word) & attachments to City Atty c/o Laraine.Gittens@cityofsanrafael.org	4/2/2019 4/2/2019	☒ ☒
2	City Attorney	a. Review, revise, and comment on draft agreement and return to Project Manager b. Confirm insurance requirements, create Job on PINS, send PINS insurance notice to contractor	4/3/2019 4/3/2019	☒ LG ☒ LG
3	Project Manager	Forward two (2) originals of final agreement to contractor for their signature	4/18/2019	☒
4	Project Manager	When necessary, * <u>contractor-signed</u> agreement agendized for Council approval *PSA > \$75,000; or Purchase > \$75,000; or Public Works Contract > \$175,000 Date of Council approval	☒ N/A Or Click here to enter a date.	 ☐
	PRINT	CONTINUE ROUTING PROCESS WITH HARD COPY		
5	Project Manager	Forward signed original agreements to City Attorney with printed copy of this routing form	4/18/19	
6	City Attorney	Review and approve hard copy of signed agreement	5/2/19	
7	City Attorney	Review and approve insurance in PINS , and bonds (for Public Works Contracts)	5/2/19	
8	City Manager / Mayor	Agreement executed by Council authorized official	5-2-19	
9	City Clerk	Attest signatures, retains original agreement and forwards copies to Project Manager	5/6/19	



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Economic Development

Prepared by: Simon Vuong, Economic Development
Coordinator

City Manager Approval: _____

TOPIC: EXTENSION OF GOLDSTONE MANAGEMENT INC. AGREEMENT

SUBJECT: RESOLUTION APPROVING AN AMENDMENT TO EXTEND THE AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH GOLDSTONE MANAGEMENT INC. REGARDING REDEVELOPMENT OF 1009 AND 1001 FOURTH STREET, 924-926 THIRD STREET, AND THE THIRD STREET AND LOOTENS PLACE PARKING GARAGE

RECOMMENDATION:

Adopt the resolution approving an amendment to extend the Agreement to Negotiate Exclusively with Goldstone Management Inc., to acquire a City-owned public parking garage and develop a mixed-use residential/retail development project.

BACKGROUND:

The City has entered into an [Agreement to Negotiate Exclusively \(ENA\) with Goldstone Management Inc., on December 7th, 2019](#) to begin discussions to acquire the City's public parking garage located near the southeast intersection of Third Street and Lootens Place (the "City Parcel"). The Developer owns three contiguous parcels at 1009 4th St, 1001 4th St, and 924-926 3rd St. improved with three commercial structures and an approximately 30-space, street level parking lot (the "Developer Parcels"). See Attachment 1 for a full copy of the executed ENA.

Under the ENA, the Developer proposes to acquire an ownership interest in the City Parcel and to merge the City Parcel with the Developer Parcels, demolish existing structures, and build upon the entire site a mixed-use residential/retail development, including a market hall style food emporium. A new, fully automated parking garage ("Automated Multi-Use Garage") would replace the 171 public parking spaces located in the existing parking structure on the City Parcel and provide additional private parking to serve the retail and residential components of the proposed Project ("Project"). Note that the ENA or amending the ENA does not obligate the City to grant any land use approvals for the project or to approve any further agreements with the Developer.

The terms of the ENA stipulated that the Negotiation Period would not exceed twenty-one (21) months. The Negotiation Period includes a Preliminary Stage (6 months) and a Disposition and Development Stage (15 months).

FOR CITY CLERK ONLY

File #:

Council Meeting:

Disposition:

The primary purpose of the Preliminary Stage is to determine whether an automated parking garage appears to be feasible and to attempt to agree upon a Term Sheet setting forth the key terms of a Disposition and Development Agreement (“DDA”). The DDA Stage would set forth the terms under which the City would transfer the City Parcel to the Developer, and it would also describe how the Developer would endeavor to develop the proposed Project on the site. Successful completion of the Preliminary Stage would result in a Preliminary Stage Feasibility Confirmation and would allow the commencement of the DDA stage.

AMENDMENT:

Due to the worldwide pandemic outbreak of SARS-COV-2 (also known as the “COVID-19” Outbreak), on March 16th, 2020, Marin County Health and Human Services Department issued a shelter in place order strictly limiting gatherings, travel, and economic activity throughout Marin County. In light of the ongoing public health crisis under the COVID-19 Outbreak, the Developer requests to extend the Preliminary Stage of the Negotiation Period under the ENA for a period of six months (See Attachment 2). Under these challenging and unprecedented circumstances, the process of conducting basic negotiations and submitting documents for City peer review has been delayed and cannot proceed at the pace that was anticipated under the ENA. However, the Developer remains committed to completing the negotiation process, and has made progress in completing performance milestones, outlined under the ENA.

Additionally, under the amendment the City has included a requirement that the Developer submit a pro forma financial feasibility analysis for the Project as one of the performance milestones required prior to determination of a Preliminary Stage Feasibility Confirmation. All other terms of the ENA not specifically modified by the amendment will remain in full force and effect.

In short, the Negotiation Period will now last twenty-seven (27) months (six additional months from the original twenty-one (21) month duration under the original ENA) and moves the Preliminary Stage target date from June 2020 to December 2020. The DDA Stage duration remains at fifteen (15) months, with a new target date of March 2022.

Extension:

An extension option outlined under the ENA will remain and is not modified by the amendment. The Preliminary Stage and/or DDA Stage of the Negotiation Period may each be extended if the City Manager determines at their sole discretion that the Parties have made substantial progress toward meeting the performance milestones identified in the ENA. The cumulative total of all such extensions may not exceed ninety (90) days.

PROGRESS UNDER THE PRELIMINARY STAGE:

Since the Effective Date of the ENA on December 7th, 2019, a preliminary parking plan (a description of the project parking plan and a design, operation, and service description of the automated parking system by U-Tron, the vendor) has been submitted in May of 2020. In April of 2020, additional background studies were submitted to the City, and included feasibility estimates, an appraisal of the parking garage, and a project parking requirement analysis.

The City has since engaged with Watry Design, Inc. to assist with the peer review of the automated parking plan. The City has continued to work with consultants Burke, Williams & Sorensen, LLP and Keyser Marston Associates in reviewing the submitted plans and studies. Economic Development has collaborated with various other City departments, including the Community Development Department, Department of Public Works, and Parking Services to ensure the proposal is consistent with City goals, policies, and requirements.

FISCAL IMPACT:

City staff is monitoring and providing regular oversight over the Developer-submitted deposit of \$50,000 to ensure costs are not exceeded during the Preliminary Stage. Therefore, there will be no fiscal impact to the City if the amendment to the ENA is approved.

OPTIONS:

1. Adopt the resolution approving the amendment to the ENA as proposed.
2. Request further information

RECOMMENDED ACTION:

Adopt the resolution approving the amendment to extend the Agreement to Negotiate Exclusively with Goldstone Management, Inc.

ATTACHMENTS:

1. Agreement to Negotiate Exclusively, Executed December 7, 2019
2. Formal Request for ENA Extension, Dated May 5, 2020
3. Draft Amendment No.1 to Agreement to Negotiate Exclusively
4. Resolution approving amendment

AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (“**Agreement**”) dated for reference purposes as of 12/7 2019 (“**Effective Date**”), is entered into by and between the City of San Rafael, a municipal corporation (“**City**”), and Goldstone Management Inc., a California corporation (“**Developer**”). City and Developer are sometimes referred to individually herein as a “**Party**”, and collectively as the “**Parties**”.

R E C I T A L S:

A. City owns that certain real property designated as APN: 011-263-22 (“**City Parcel**”) located near the southeast corner of Third Street and Lootens Plaza in downtown San Rafael, as depicted on the “**Site Map**” attached hereto as Exhibit A. The City Parcel is improved with an existing 171-space two-story public parking garage.

B. Developer owns three parcels immediately adjacent to the City Parcel, designated as APNs 011-263-18 (1009 4th Street, San Rafael), 011-263-04 (1001 4th Street, San Rafael) and 011-263-16 (924-926 3rd Street, San Rafael) (the “**Developer Parcels**” and, collectively with the City Parcel, the “**Site**”) as depicted on the Site Map. The Developer Parcels are improved with three commercial structures and an approximately 30-space, street level parking lot.

C. Developer proposes to acquire an ownership interest in the City Parcel, and to effect a voluntary merger of the City Parcel with the Developer Parcels in order to clear the existing improvements and build upon the Site a mixed-use residential/retail development, including a market hall style food emporium and a fully automated parking garage (“**Automated Multi-Use Garage**”) that would replace the 171 public parking spaces located in the existing parking structure on the City Parcel and provide additional private parking to serve the retail and residential components of the proposed Project (collectively, the “**Project**”).

D. City and Developer desire to enter into this Agreement setting forth the terms under which City and Developer will diligently and in good faith endeavor to accomplish the following: (1) during a Preliminary Stage (defined below) of negotiations, for the Parties to (i) determine, each in its sole and absolute discretion, whether an automated parking garage of the type proposed by Developer appears to be feasible from a financial, design and operational perspective and to otherwise meet the City’s and Developer’s respective parking objectives, and (ii) attempt to agree upon a Term Sheet setting forth the key terms of a DDA (defined below) with respect to the Site and proposed Project; and (2) if, and only if, the Parties memorialize their successful completion of the Preliminary Stage of the negotiations via a Preliminary Stage Feasibility Confirmation, for the Parties to proceed to a DDA Stage of negotiations during which the Parties would negotiate and draft a comprehensive Disposition and Development Agreement (“**DDA**”) setting forth the terms under which City would transfer the City Parcel to Developer and Developer would develop the proposed Project, including the Automated Multi-Use Garage, on the Site and Developer and its successors and assigns, at its and their expense, would agree to operate the Automated Multi-Use Garage and provide ongoing public parking in perpetuity for

the benefit of City and the public in accordance with agreed upon pricing requirements to be set forth under the terms of the DDA.

A G R E E M E N T S:

CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

1. NEGOTIATION PERIOD

1.1 Good Faith Negotiations. City and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth in Section 1.2 below, to negotiate diligently and in good faith and endeavor to perform the tasks and due diligence necessary for successful completion of the Preliminary Stage, and if the Preliminary Stage conditions are satisfied, for the Parties to endeavor to complete the DDA Stage tasks which, if successfully concluded, would culminate in presentation of a comprehensive DDA to the City Council for its consideration and potential approval. City agrees, for the Negotiation Period, not to negotiate with, solicit offers or proposals regarding, or respond to inquiries from (other than to notify the inquiring party, person or entity that City is subject to an agreement to negotiate exclusively), any other person or entity regarding the conveyance of the City Parcel and/or the development of the Site or any portion thereof. A DDA resulting from the negotiations hereunder shall become effective only if and after such DDA has been considered and approved by the City Council at a duly noticed public meeting called for such purpose. If a DDA is executed by City and Developer, the DDA shall thereafter govern the rights and obligations of the Parties.

1.2 Negotiation Period Duration.

(a) The negotiations shall be conducted in two stages, the combined duration of which shall not exceed twenty-one (21) months, plus extensions, if any, as provided in subsection (b) below ("**Negotiation Period**"). The "**Preliminary Stage**" of the Negotiation Period shall commence on the Effective Date and expire six (6) months thereafter, subject to potential extension as provided in subsection (b) below, or on the date the Parties execute a Preliminary Stage Feasibility Confirmation (defined below) whichever is earlier. During the Preliminary Stage, the Parties shall work together in good faith to assess whether the proposed Automated Multi-Use Garage is feasible from a technical, financial, and operational perspective, and to negotiate a proposed DDA Term Sheet (defined below). If, on or before expiration of the Preliminary Stage, either Party determines in its sole and absolute discretion that the proposed Automated Multi-Use Garage is impractical or infeasible or otherwise does not meet its needs and objectives, or that the key terms of a DDA Term Sheet as proposed by the other Party are unacceptable to such Party, then the Party making such determination may terminate this Agreement by written notice to the other Party. If, however, on or before expiration of the Preliminary Stage each Party determines in its sole and absolute discretion that the proposed Automated Multi-Use Garage appears to be feasible and is likely to meet such Party's needs and objectives and that the DDA Term Sheet is acceptable to such Party, then the Parties shall memorialize the achievement of such milestones in writing ("**Preliminary Stage Feasibility Confirmation**") and, in such event, the Parties shall proceed to the DDA Stage (defined below) of the Negotiation Period. If the Parties have not executed a Preliminary Stage Feasibility

Confirmation by the expiration of the Preliminary Stage (as it may be extended as provided for in subsection (b) below), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except for those obligations which by their terms survive expiration or termination hereof. The “**DDA Stage**” of the Negotiation Period shall commence, if at all, on the effective date of the Preliminary Stage Feasibility Confirmation and expire fifteen (15) months thereafter, subject to potential extension as provided in subsection (b) below. Commencement of the DDA Stage shall also be contingent upon Developer delivering the DDA Stage Deposit to City as provided in Section 3.3 below. During the DDA Stage, the Parties will endeavor to negotiate and draft a comprehensive DDA and undertake the other DDA Stage tasks described in the Schedule of Performance.

(b) Extensions. The Preliminary Stage and/or DDA Stage of the Negotiation Period may each be extended from time to time if the City Manager determines in his or her sole discretion that the Parties have made substantial progress toward meeting the performance milestones identified in this Agreement and in the Schedule of Performance to merit such extension. However, the cumulative total of all such extensions granted by the City Manager shall not exceed ninety (90) days.

2. NEGOTIATION PERIOD TASKS AND PERFORMANCE MILESTONES.

2.1 Preliminary Stage Tasks. During the Preliminary Stage of the Negotiation Period, Developer, in addition to undertaking the other Preliminary Stage tasks set forth in the Schedule of Performance, will retain Abrams Associates, as its parking consultant, to prepare for City review and input a detailed plan describing all aspects of operation and joint use of the proposed Automated Multi-Use Garage (“**Parking Plan**”), including:

- (a) The proposed design of the Automated Multi-Use Garage, including the proposed automated parking solutions,
- (b) City’s access, use and/or ownership or other rights with respect to the public space portions of the Automated Multi-Use Garage,
- (c) Plans for ensuring the ongoing operation and maintenance of the public parking portions of the Automated Multi-Use Garage, and of the Automated Multi-Use Garage as a whole,
- (d) Funding of long term operation and maintenance costs,
- (e) Method of establishing and adjusting public parking rates to ensure those rates will be consistent with public parking rates in other City owned garages and lots,
- (f) Designation of flex spaces, if any, which are publicly available during regular daytime and early evening business hours but revert to residential use at night.

City will retain Watry Design, Inc. or such other parking consultant as City may select as its parking consultant, the costs of which shall be included in City Costs (defined below) and

reimbursed by Developer, to peer review Developer's Parking Plan and advise City on changes or adjustments that may be required to meet City's needs.

In addition to the Parking Plan related tasks and other Preliminary Stage tasks described in the Schedule of Performance, during the Preliminary Stage of the Negotiation Period, Developer and City will endeavor to negotiate and draft a mutually acceptable term sheet ("**Term Sheet**") setting forth the key terms for inclusion in the proposed DDA. The Term Sheet will address, among other things, the following:

- i) Transfer value of the City Parcel and the existing improvements thereon based on a fair market value appraisal methodology agreeable to the Parties;
- ii) Details of the proposed Project land use and operational characteristics, generally consisting of a European-style Market Hall facility with numerous and varied food vendors selling both prepared food and specialty groceries;
- iii) Details of the proposed Project structures, in plan and elevation, along with conceptual renderings;
- iv) A budget for the anticipated amount of City Costs (defined below) to be incurred during the DDA Stage, if the Parties proceed to such stage (collectively, "**Anticipated DDA Stage Costs**"), all of which shall be paid by Developer, and the amount and form of a security deposit ("**DDA Stage Deposit**") guaranteeing Developer's payment of same;
- v) Details of Developer's proposed use of Lauren's Place, the public civic plaza and right of way adjacent to the City parcel and Developer's Parcels, for outdoor seating as well as access and potential ingress and egress into the proposed Market Hall facility via grant of easement or license or encroachment permit as the parties may mutually determine;
- vi) Agreed-upon timelines for entitlements and documentation necessary for commencement of construction;
- vii) Conditions precedent for close of escrow, including identification of all land use approvals, building permits, and construction contracts with a general contractor that Developer will have to obtain;
- viii) Financing details, including any debt and equity financing that Developer may have to obtain, and appropriate evidence of debt and equity commitments that Developer will need to provide to City's financial consultant prior to City's consideration of a DDA for approval and prior to closing;
- ix) City remedies, including reverter rights, if Developer fails to timely commence or complete construction of the proposed Project by specified dates;

- x) City remedies if Developer or its successors or assigns fails to continuously operate and maintain the public portions of the Automated Multi-Use Garage following initial construction thereof;
- xi) Prevailing wage requirements for all stages of construction;
- xii) Details of the parking agreement between City and Developer that would govern the Automated Multi-Use Garage;
- xiii) Outline of the City entitlement process to be administered and processed separately from the DDA, the costs of which will be borne exclusively by Developer; and
- xiv) Physical and environmental investigation and Site testing.

2.2 DDA Stage Tasks. If the Parties proceed to the DDA Stage of the Negotiation Period, then City and Developer, in addition to undertaking the other DDA Stage tasks as set forth in the Schedule of Performance, will endeavor to negotiate and draft a mutually acceptable DDA, including ancillary agreements, to be considered for approval by the City Council prior to expiration of the Negotiation Period.

3. DEVELOPER PAYMENT OF CITY COSTS.

3.1 General. Subject to the terms set forth below, Developer shall be responsible for paying all City Costs (defined below) incurred in connection with the implementation of this Agreement, including: (a) during the Preliminary Stage, the City Costs associated with evaluation of the feasibility of the Automated Multi-Use Garage and the negotiation and drafting of the DDA Term Sheet, and (b) during the DDA Stage, the City Costs associated with the negotiation and drafting of the proposed DDA and preparation of an appropriate California Environmental Quality Act (“CEQA”) document addressing the environmental impacts of the proposed Project. As used in this Agreement, “City Costs” means and includes all of City’s reasonable out-of-pocket costs and expenses paid to third-party consultants and attorneys, including City’s outside legal counsel, Burke Williams & Sorensen LLP; City’s financial consultant, Keyser Marston Associates, Inc., and City’s parking consultant, Watry Design, Inc., and, if applicable, planning and CEQA consultants, in connection with evaluation of the proposed Automated Multi-Use Garage; negotiation and drafting of a DDA Term Sheet; drafting, negotiation and production of the DDA and ancillary agreements; preparation of an appropriate CEQA document; and other work product as required to implement the Project.

3.2 Preliminary Stage Costs. Developer’s obligation to reimburse City Costs incurred during the Preliminary Stage (“Preliminary Stage Costs”) will be capped at Fifty Thousand Dollars (\$50,000). Concurrently with Developer’s execution of this Agreement, Developer shall deliver to City cash or other immediately available funds in the amount of Fifty Thousand Dollars (\$50,000) (“Preliminary Stage Deposit”) as security for Developer’s obligation to pay Preliminary Stage Costs as provided herein. Developer’s obligation to reimburse all such Preliminary Stage Costs shall survive the expiration or termination of this Agreement with respect to any and all Preliminary Stage Costs incurred on or before the date which is ten (10)

days following the date of such expiration or termination, provided, however, that in no event will Developer's liability for Preliminary Stage Costs exceed the amount of the Preliminary Stage Deposit then held by City.

3.3 DDA Stage Costs. As provided for under Section 2.1, subsection iv above, Developer and City shall endeavor to reach mutual agreement on a budget for the Anticipated DDA Stage Costs and the amount and form of a DDA Stage Deposit as Preliminary Stage milestones. Concurrently with the Parties execution of the Preliminary Stage Feasibility Confirmation, Developer shall deliver to City cash or other immediately available funds in the full amount of the DDA Stage Deposit as security for Developer's obligation to pay City Costs incurred during the DDA Stage as provided in this Section 3. If City determines that in order to carry out its DDA Stage obligations under this Agreement, the DDA Stage City Costs will exceed the Anticipated DDA Stage Costs, City shall give written notice to Developer, which written notice (each, an "**Additional DDA Stage Cost Notice**") shall include detailed projections, prepared in good faith to the best of the City's ability, of all future City Costs to be incurred during the remainder of the DDA Stage. Upon receipt of an Additional DDA Stage Cost Notice, Developer shall then have ten (10) days to approve or disapprove in writing City's request for approval of the increase in Anticipated DDA Stage Costs. If Developer approves an Additional DDA Stage Cost Notice, Developer's approval shall be accompanied by delivery of additional DDA Stage Deposit funds in the amount of the additional anticipated City Costs as approved by Developer. If Developer has disapproved or failed to provide written approval of such request to City within such ten (10) day period, this Agreement may be terminated by City upon five (5) days' written notice to Developer. If City terminates this Agreement as provided in this Section 3.3, City shall promptly return the unexpended and uncommitted portion of the DDA Stage Deposit (including any augmentations of same), if any, to Developer and, except for those obligations which by their terms survive termination hereof, neither Party shall have any further rights against or liability to the other Party under this Agreement. The approval of any proposed increase in Anticipated DDA Stage Costs shall be deemed an amendment of this Agreement. Developer's obligation to pay for all such DDA Stage City Costs shall survive the expiration or termination of this Agreement with respect to any and all City Costs incurred on or before the date which is ten (10) days following the date of expiration or termination as set forth herein, provided, however, that in no event will Developer's liability for DDA Stage City Costs exceed the amount of the DDA Stage Deposit, including any augmentations of same, then held by City.

3.4 Developer Acknowledgments. Developer acknowledges and agrees that if it fails to timely approve a requested augmentation of the Anticipated DDA Stage Costs budget or timely augment the DDA Stage Deposit as provided above, City shall have no obligation to continue incurring any City Costs or continue negotiating in connection with the proposed Project or DDA and City may terminate this Agreement upon written notice to Developer as provided in Section 3.3 above. Developer further covenants that if City ceases negotiation of the DDA or refuses to continue incurring City Costs as a result of Developer's failure to approve such requested augmentation of the Anticipated DDA Stage Costs budget or augment the DDA Stage Deposit as described above, Developer shall not directly or indirectly initiate any litigation against City or its officials, employees, agents, contractors or volunteers in connection with such City action.

3.5 City Right to Draw on Deposits. Subject to the limitations set forth above, City may pay all City Costs from the Preliminary Stage Deposit or DDA Stage Deposit (including any augmentations of same) as applicable as such City Costs are incurred. The Preliminary Stage Deposit and DDA Stage Deposit shall be the sole and exclusive remedy of the City for any and all City Costs. City shall transmit to Developer monthly a copy of each invoice, bill or other evidence that City has incurred as City Costs, including itemized invoices and receipts for any reimbursable expenses. City's legal and advisory services invoices shall be redacted as necessary to preserve attorney-client privilege.

3.6 Close Out Period. In the event that either City or Developer terminates this Agreement, then (i) City shall cease incurring City Costs with respect to the proposed Project, other than Project close out expenses which City may continue to incur for up to ten (10) days following expiration or termination of this Agreement ("**Close Out Period**"); (ii) Developer shall remain obligated to pay all City Costs incurred prior to the effective date of expiration or termination, and Project close out expenses incurred during such Close Out Period, solely to the extent of the Preliminary Stage Deposit or DDA Stage Deposit (including any augmentations of same) held by City on the date this Agreement is terminated; and (iii) Developer shall have no responsibility to pay or reimburse City for any City Costs incurred with respect to the proposed Project after the date of expiration or termination other than Project close out expenses incurred during the Close Out Period.

4. RIGHT OF ENTRY.

4.1 Access Agreement and City Reports. City shall provide Developer reasonable access to all portions of the City Parcel and improvements thereon for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the City Parcel and otherwise to conduct the land use due diligence relating to the Project as contemplated hereunder, including, without limitation, the right to make borings to investigate the soils and environmental condition of the City Parcel. Said right of access shall be memorialized via an access agreement in a form reasonably acceptable to City. Developer acknowledges and agrees that any engineering, environmental reports and related data (collectively, "**City Reports**"), if any, provided by City will be and are furnished without warranty of any kind and on the express condition that Developer will make its own independent verification of the accuracy, reliability and completeness of such information as Developer deems appropriate, and that Developer will not rely on the City Reports. Developer shall determine the appropriate scope of investigation of the physical and environmental conditions of the City Parcel and existing improvements thereon. All costs of said investigation, including a Phase 1 and Phase 2 environmental site assessment (if required), and geotechnical and soils investigations, if any, shall be paid and borne by Developer at its sole cost and expense and shall not be considered part of City Costs.

5. ADDITIONAL DEVELOPER RESPONSIBILITIES

5.1 Full Disclosure. Developer shall provide to City (a) the names of its principals, officers and/or those with managerial authority, joint venturers, negotiators, development managers, consultants and directly-involved managerial employees (collectively, "**Developer**

Parties”); and (b) all other material information concerning Developer reasonably requested by City. Any material change in the identity of the Developer Parties shall be subject to the approval of City, which shall not be unreasonably withheld.

5.2 Project Cost and Revenue Documentation. Upon request by City, Developer shall provide City or its designees with development and operating assumptions related to Project costs and revenues by category, including detailed information regarding extra-ordinary Project costs, if any, attributable to the Automated Multi-Use Garage or other individual Project components and full disclosure regarding the potential methods of financing to be used in the acquisition of the City Parcel and development of the proposed Project. Developer acknowledges that detailed information regarding such development and operating assumptions will be necessary in order for City and its financial consultants to evaluate the financial terms of the proposed DDA.

5.3 Progress Reports. Developer shall keep City advised as to the status of all work to be undertaken by or on behalf of Developer as described in the Schedule of Performance. Within ten (10) days following City’s request, which may be made from time to time during the Negotiation Period, Developer shall submit to City a written progress report advising City on the status of all work being undertaken by or on behalf of Developer.

6. CITY’S RESPONSIBILITIES

6.1 City Assistance and Cooperation. City shall cooperate with Developer by providing full disclosure regarding any existing condition of the City Parcel or the improvements thereon. City shall share with Developer any studies and information received as part of City’s own parking and traffic flow studies as they relate to the Site or the proposed Project.

7. GENERAL PROVISIONS

7.1 No Brokerage Fees. City shall not be liable for any real estate commission or brokerage fees which may arise from the proposed transfer of the City Parcel or any portion thereof or interest therein. Developer represents and warrants to City that it has not engaged any broker, agent or finder in connection with the acquisition or development of the City Parcel. Developer shall be solely responsible for payment of all costs and fees payable to Developer’s Broker. Developer further agrees to indemnify, defend and hold City harmless from any claim by any other broker, agent or finder retained by, or alleged to have been retained by, Developer. Developer’s indemnity obligations under this Section 7.1 shall survive expiration or termination of this Agreement.

7.2 Notices. Any approval, disapproval, demand or other notice which either Party may desire to give to the other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including personal delivery, or overnight courier, to the Party to whom the notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by notice.

To City: City of San Rafael
1400 Fifth Avenue, Room 203
San Rafael, CA 94901
Attention: Jim Schutz, City Manager

With a copy to: City of San Rafael
1400 Fifth Avenue, Room 202
San Rafael, CA 94901
Attention: Robert Epstein, City Attorney

With a copy to: Burke, Williams & Sorensen, LLP
1901 Harrison St., Suite 900
Oakland, CA 94612
Attention: Gerald J. Ramiza

To Developer: 82 Shattuck Square
Berkeley, CA 94704
Attention: Paul Goldstone

Any notice shall be deemed received on the date of delivery if delivered by personal service, three (3) business days after mailing if sent by first class mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via overnight courier.

7.3 Limitations of this Agreement. By its execution of this Agreement, City is not committing itself to or agreeing to undertake: (i) disposition of the City Parcel to Developer; or (ii) any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof. This Agreement does not constitute a disposition of property by City. Execution of this Agreement by City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City as to any DDA, including Automated Multi-Use Garage parking agreement, and all proceedings and decisions in connection therewith. In addition, nothing in this Agreement shall be construed to limit the application of CEQA to any DDA or the proposed Project or control the actions of City in meeting its CEQA obligations. In fulfilling its obligations under CEQA, City shall act independently, reserving full and complete discretion with respect to any such CEQA approvals without reference to this Agreement. City shall not be liable, in any respect, to Developer for its action or inaction in fulfilling its CEQA obligations. City will not consider the approval of any DDA or the proposed Project, unless and until it has fully reviewed and considered the environmental impacts in accordance with CEQA. City is not, and shall not be considered to be, obligated by this Agreement, or otherwise, to approve the proposed Project or any DDA, or any changes to the foregoing, or any other agreement. After CEQA review, City is not obligated, by this Agreement or otherwise, to adopt findings of

overriding considerations for approval of or to take any other action in support of the proposed Project or any DDA or any changes to the foregoing, nor is City precluded from rejecting the DDA and/or proposed Project or from imposing mitigation measures as a condition of approval, which measures mitigate or avoid direct or indirect environmental effects of the proposed Project. If City rejects the DDA or proposed Project, this Agreement shall automatically terminate and, except for those obligations which by their terms survive termination hereof, neither Party shall have any further rights or obligations hereunder.

7.4 Integration. This Agreement contains the entire understanding between the Parties relating to the matters set forth herein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

7.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

7.6 Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

7.7 No Assignment. The qualifications and identity of Developer are of particular concern to City. It is because of those unique qualifications and identity that City has entered into this Agreement with Developer. Accordingly, except as otherwise expressly provided below, Developer may not transfer or assign any or all of its rights or obligations under this Agreement except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole absolute discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void. Notwithstanding the foregoing, the Parties acknowledge that Developer intends to form a new special purpose entity to develop the proposed Project and to enter into the proposed DDA. Developer may assign its rights and obligations under this Agreement to an affiliate company or a new special-purpose entity, provided Paul Goldstone retains full management and control of the assignee entity or entities.

7.8 Successors and Assigns. Subject to the limitations on assignment set forth in Section 7.7 above, this Agreement shall be binding upon, and inure to the benefit of, the Parties, their heirs, executors, personal representatives, nominees, successors and assigns.

7.9 Indemnity. Developer shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, elected officials, agents and representatives, harmless from, all third-party claims, demands, damages, defense costs or liability of any kind or nature arising directly or indirectly from the implementation of this Agreement, including any City Parcel investigation and/or acquisition activities under Section 4 above, including damages to property or injuries to persons, accidental death, and reasonable

attorneys' fees and costs, whether such activities or performance thereof be by Developer or its employees, agents, contractors or subcontractors and whether such damage shall accrue or be discovered before or after expiration or termination of this Agreement. Developer's indemnity obligations under this Section 7.9 shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death, to the extent (i) occasioned by the sole negligence or willful misconduct of City or its officers, employees, elected officials, agents or representatives; or (ii) related to the discovery or disturbance by Developer or its contractors, subcontractors or agents during due diligence of any pre-existing hazardous materials or hazardous substances on the City Parcel. Developer's obligations under this Section 7.9 shall survive the expiration or other termination of this Agreement.

7.10 Confidentiality. Any information provided by Developer to City, including financial statements, pro formas and other financial projections (whether in written, graphic, electronic or any other form), that is clearly marked as "CONFIDENTIAL/PROPRIETARY INFORMATION" ("**Confidential Information**") shall be subject to the provisions of this Section 7.10. Subject to the terms of this Section, City shall use good faith diligent efforts to prevent disclosure of the Confidential Information to any third parties, except as may be required by the California Public Records Act (Government Code Section 6253 *et seq.*) or other applicable local, state or federal law (collectively, "**Public Disclosure Laws**"). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only to the extent necessary to carry out the purpose for which the Confidential Information was disclosed.

Developer acknowledges that City has not made any representations or warranties that any Confidential Information received from Developer will be exempt from disclosure under any Public Disclosure Laws. In the event the City's legal counsel determines that the release of the Confidential Information is required by Public Disclosure Laws, or order of a court of competent jurisdiction, City shall notify Developer of City's intention to release the Confidential Information. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, City may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released. Developer further acknowledges that in connection with City Council's consideration of any DDA as contemplated by this Agreement, City will need to present a summary of Developer's financial projections, including anticipated costs of development, anticipated project revenues, and returns on cost and investment.

If any litigation is filed seeking to make public any Confidential Information, City and Developer shall cooperate in defending the litigation, and Developer shall pay City's reasonable out-of-pocket costs of defending such litigation and shall indemnify City against all costs and attorneys' fees awarded to the plaintiff in any such litigation. Alternatively, Developer may elect to disclose the Confidential Information rather than defend the litigation. Developer's obligations under this Section 7.10 shall survive the expiration or termination of this Agreement.

The restrictions set forth herein shall not apply to Confidential Information to the extent such Confidential Information: (a) is now, or hereafter becomes, through no act or failure to act on the part of City or its representatives, generally known or available; (b) is known by the City

at the time of receiving such information as evidenced by City's public records; (c) is hereafter furnished to City by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by City without any breach of this Agreement and without any use of or access to Developer's Confidential Information as evidenced by City's records; (e) is not clearly marked "CONFIDENTIAL/PROPRIETARY INFORMATION" as provided above (except where Developer notifies City in writing, prior to any disclosure of the Confidential Information, that omission of the "CONFIDENTIAL/PROPRIETARY INFORMATION" mark was inadvertent), or (f) is the subject of a written permission to disclose provided by Developer to City.

7.11 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Site, including the City Parcel, or proposed Project with respect to this Agreement or any dispute or act arising from it. The provisions of this Section shall survive the expiration or other termination of this Agreement.

7.12 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by both parties, shall constitute a binding agreement.

7.13 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

7.14 Authority. If Developer is a corporation, limited liability company, partnership, trust, association or other entity, Developer and each person executing this Agreement on behalf of Developer does hereby covenant and warrant that (a) Developer is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Developer has and is duly qualified to do business in California, (c) Developer has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of Developer's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Developer is duly and validly authorized to do so. City and each person executing this Agreement on behalf of City does hereby covenant and warrant that (i) City is a municipal corporation duly established and validly existing under the laws of the State of California, (ii) City has full power and authority to enter into this Agreement and to perform all of City's obligations hereunder, and (iii) each person (and all of the persons if more than one signs) signing this Agreement on behalf of City is duly and validly authorized to do so.

7.15 Limitation of Remedies. In the event of an uncured default by either Party under this Agreement, the non-defaulting Party's exclusive remedy is to terminate this Agreement. In no event shall either Party have the right, and each Party expressly waives the right, to seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the other Party under this Agreement.

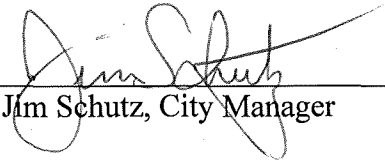
7.16 Governing Law. This Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of California without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set opposite their signatures. The effective date of this Agreement shall be the date this Agreement is signed by City.


CITY:

CITY OF SAN RAFAEL, a California municipal corporation


DATED: 12/07, 2019

By: 
Jim Schutz, City Manager

ATTEST:


Lindsay Lara, City Clerk

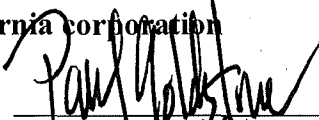
APPROVED AS TO FORM:

By: 
Robert Epstein, City Attorney

DEVELOPER:

GOLDSTONE MANAGEMENT INC., a California corporation

DATED: _____, 2019

By: 
Name: Paul Goldstone
Title: President

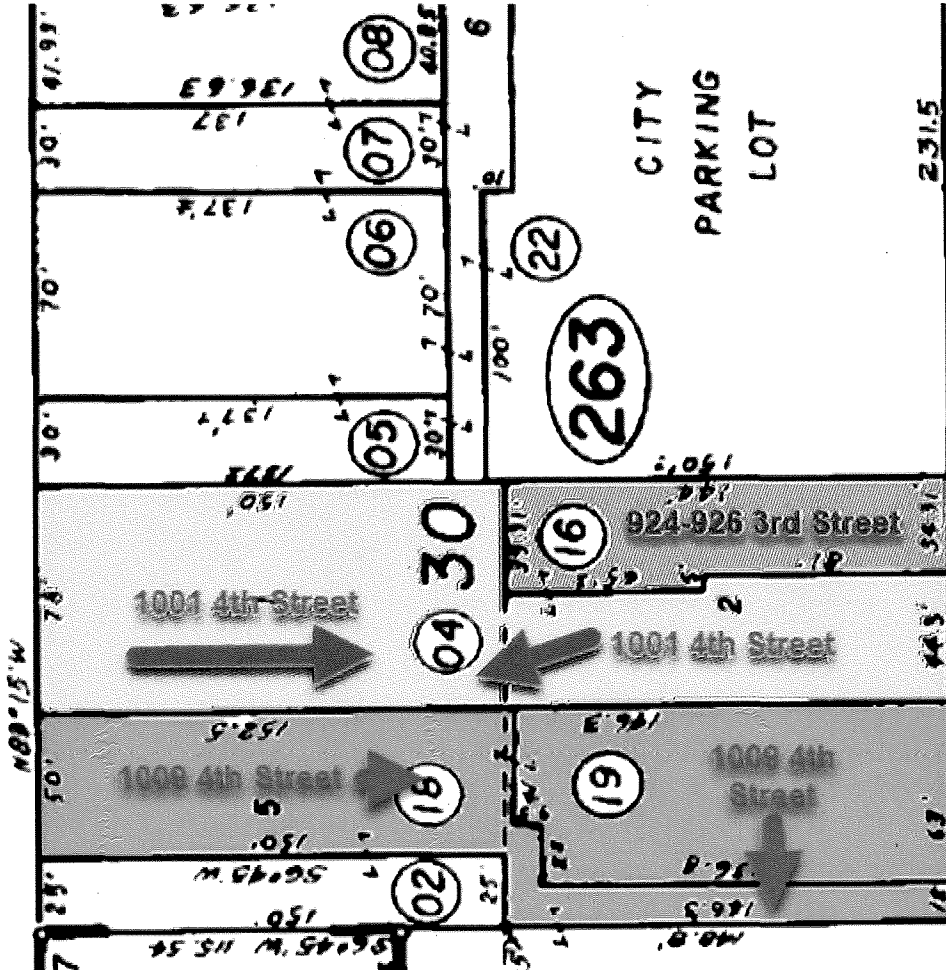
By: _____
Name: _____
Title: _____

EXHIBIT A

DIAGRAM AND LEGAL DESCRIPTIONS OF THE CITY PARCEL
AND DEVELOPER PARCELS

Diagram of all three contiguous Developer properties.

1001 4th Street
1009 4th Street
924-926 3rd Street



Legal Description of all three contiguous properties.

1001 4th Street, San Rafael, CA 94901

Legal Description

The land referred to in this Commitment is described as follows:

Real property in the City of San Rafael, County of Marin, State of California, described as follows:

PARCEL ONE:

ALL THAT PORTION OF LOT ONE (1), BLOCK THIRTY (30) IN THE ORIGINAL TOWNSITE OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:
COMMENCING AT A POINT ON THE SOUTHERLY LINE OF FOURTH STREET, DISTANT THEREON 301 .3 FEET EASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTH LINE OF FOURTH STREET WITH THE EASTERLY LINE OF "A" STREET RUNNING THENCE WESTERLY ALONG THE SOUTHERLY LINE OF FOURTH STREET 77-½ FEET MORE OR LESS TO THE EASTERLY LINE OF LOT CONVEYED BY JACOB ALBERT, ET UX, TO HOWARD C. SPARROW, ET AL, BY DEED DATED JANUARY 11, 1928, RECORDED IN BOOK 138 OF OFFICIAL RECORDS, AT PAGE 217; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SAID LOT, 150 FEET AND 5 INCHES; THENCE EASTERLY IN A STRAIGHT LINE 77-½ FEET MORE OR LESS TO A POINT ON WESTERLY LINE EXTENDED OF THE TRACT CONVEYED BY OLIVER OLSON, ET UX, TO DORA T. BURNETT, BY DEED DATED NOVEMBER 3, 1922, RECORDED IN BOOK 8 OFFICIAL RECORDS AT PAGE 33, DISTANT ON SAID LINE 151 FEET SOUTHERLY FROM POINT OF COMMENCEMENT; THENCE NORTHERLY ALONG SAID LINE 151 FEET TO A POINT OF COMMENCEMENT.

PARCEL TWO:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THIRD STREET DISTANT THEREON 224.6 FEET EASTERLY FROM THE INTERSECTION OF THE EASTERLY LINE OF "A" STREET WITH Form No. 1068-2 Commitment No.: 2103-5032124 ALTA Commitment Page Number: 4 First American Title THE NORTHERLY LINE OF THIRD STREET; THENCE NORTH 9° 51' EAST 147.02 FEET; THENCE SOUTH 79° 55' EAST 38.86 FEET ALONG THE SOUTHERLY LINE OF PARCEL 1 ABOVE DESCRIBED; THENCE SOUTH 9° 41' WEST 65.86 FEET; THENCE SOUTH 80° 09' EAST 5 FEET; THENCE SOUTH 9° 41' WEST 81 FEET TO THE NORTH LINE OF THIRD STREET; THENCE WEST AND ALONG THE NORTH LINE OF THIRD STREET 44.3 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF LOT 2 IN BLOCK 30 AS LAID DOWN AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PLAT OF THE TOWNSITE OF THE CITY OF SAN RAFAEL", FILED OCTOBER 14, 1873 IN RACK 2, PULL 4, MARIN COUNTY RECORDS.

PARCEL THREE:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF THIRD STREET DISTANT 161 .6 FEET EASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF THIRD STREET WITH THE EASTERLY LINE OF "A" STREET; RUNNING THENCE NORTHERLY AND PARALLEL TO THE EASTERLY LINE OF "A" STREET 136.8 FEET, THENCE EASTERLY AT A RIGHT ANGLE A DISTANCE OF 22 FEET, THENCE NORTHERLY AT A RIGHT ANGLE RUNNING PARALLEL TO THE EASTERLY LINE OF "A" STREET A DISTANCE OF 9.5 FEET, THENCE EASTERLY AT A RIGHT ANGLE RUNNING PARALLEL TO THE NORTHERLY LINE OF THIRD STREET, A DISTANCE OF 33 FEET, THENCE SOUTHERLY AT A RIGHT ANGLE RUNNING PARALLEL TO THE EASTERLY LINE OF "A" STREET A DISTANCE OF 146.3 FEET, THENCE WESTERLY AT A RIGHT ANGLE ALONG THE NORTHERLY

EXHIBIT A

LINE OF THIRD STREET A DISTANCE OF 55 FEET TO THE POINT OF COMMENCEMENT.

PARCEL FOUR:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF THIRD STREET DISTANT 224.6 FEET EASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF THIRD STREET WITH THE EASTERLY LINE OF "A" STREET (SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 30, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PLAT OF THE TOWNSITE OF THE TOWN OF SAN RAFAEL", FILED OCTOBER 14, 1873 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN), AND RUNNING THENCE WESTERLY ALONG THE NORTHERLY LINE OF THIRD STREET A DISTANCE OF 8 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL CONVEYED BY WALTER R. CASTRO, ET UX, TO ALA SARA WINTER, BY DEED RECORDED SEPTEMBER 16, 1944 IN BOOK 469 OF OFFICIAL RECORDS, AT PAGE 52, ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL 3 ABOVE, THENCE NORTHERLY AT A RIGHT ANGLE RUNNING PARALLEL TO THE EASTERLY LINE OF "A" STREET A DISTANCE OF 146.3 FEET ALONG THE EASTERLY LINE OF SAID PARCEL, THENCE EASTERLY AT A RIGHT ANGLE RUNNING PARALLEL WITH THE NORTHERLY LINE OF THIRD STREET, A DISTANCE OF 8 FEET TO THE WESTERLY LINE OF SAID LOT 2 IN BLOCK 30, ALSO BEING THE SOUTHWESTERLY CORNER OF PARCEL 1 ABOVE, THENCE SOUTHERLY AT A RIGHT ANGLE RUNNING PARALLEL TO THE EASTERLY LINE OF "A" STREET A DISTANCE OF 146.3 FEET TO THE POINT OF COMMENCEMENT.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES AS PROVIDED FOR IN THAT DEED EXECUTED BY ALA SARA WESS TO MATTHEW E. HAZELTINE, ET UX, RECORDED APRIL 9, 1954 IN BOOK 860 OF OFFICIAL RECORDS, AT PAGE 70, MARIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THIRD STREET DISTANT THEREON 75 FEET WESTERLY FROM THE SOUTHWESTERLY CORNER OF LOT 2, IN BLOCK 30, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PLAT OF THE TOWNSITE OF THE CITY OF SAN RAFAEL", FILED FOR RECORD OCTOBER 14, 1873 IN RACK 2 OF MAPS AT PULL 4, MARIN COUNTY Form No. 1068-2 Commitment No.: 2103-5032124 ALTA Commitment Page Number: 5 First American Title RECORDS, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO ALA SARA WINTER BY THE DEED RECORDED SEPTEMBER 16, 1944 IN BOOK 469 OF OFFICIAL RECORDS, AT PAGE 52, MARIN COUNTY RECORDS; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID WINTER PARCEL 136.8 FEET; THENCE EASTERLY AT A RIGHT ANGLE 12 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO HAZELTINE BY THE DEED RECORDED APRIL 9, 1954 IN BOOK 860 OF OFFICIAL RECORDS, AT PAGE 70, MARIN COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID HAZELTINE PARCEL 136.8 FEET TO A POINT ON THE NORTHERLY LINE OF

EXHIBIT A

THIRD STREET, THENCE WESTERLY ALONG SAID NORTHERLY LINE 12 FEET TO THE POINT OF BEGINNING.

APN: 011-263-04 (Affects: Parcel One) and 011-263-19 (Affects: Parcels Two, Three and Four)

1009 4th Street, San Rafael, CA 94901

Legal Description

The land referred to in this Report is situated in the County of Marin, City of San Rafael, State of California, and is described as follows:

Beginning at a point in the Northerly line of Third Street at the intersection thereof with the Easterly line of that certain parcel of land described in Deed from Michael Butler, a widower, to Martha Jane Prior, recorded November 23, 1923 in Liber 30 of Official Records at Page 407; running thence Northerly along said Easterly line, 81 feet to the Northeasterly corner thereof; running thence Westerly along the Northerly line of said parcel of land so described in Deed to Prior, 3 feet to a point in the Easterly line of that certain parcel of land described in Deed from M. Butler, a widower, to Martha Jane Prior, recorded January 23, 1922 in Liber 235 of Deeds at Page 390; running thence Northerly along the Easterly line of said parcel of land described in Deed to Prior, secondly above referred to, 65.86 feet to a point in the Northerly line of Lot 2 in Block 30, as shown on the Map hereinafter referred to; running thence Easterly along said Northerly line of Lot 2 in Block 30, 39.44 feet to the Northeasterly corner thereof; running thence Southerly along the Easterly line of said Lot 2 in Block 30, 149 feet to a point in the Northerly line of Third Street; running thence Westerly along said Northerly line of Third Street, 34.3 feet to the point of beginning. Being a portion of Lot 2 in Block 30, as shown upon that certain Map entitled, "Plot of the Townsite of the Town of San Rafael", filed in the Office of the County Recorder of the County of Marin, State of California, October 14, 1873 in Book 1 of Maps, Pull 4.

APN: 011-263-18 and APN: 011-263-19

924-926 3rd Street, San Rafael, CA 94901

Legal Description

The land referred to in this Report is situated in the County of Marin, City of San Rafael, State of California, and is described as follows:

Beginning at a point in the Northerly line of Third Street at the intersection thereof with the Easterly line of that certain parcel of land described in Deed from Michael Butler, a widower, to Martha Jane Prior, recorded November 23, 1923 in Liber 30 of Official Records at Page 407; running thence Northerly along said Easterly line, 81 feet to the Northeasterly corner thereof; running thence Westerly along the Northerly line of said parcel of land so described in Deed to Prior, 3 feet to a point in the Easterly line of that certain parcel of land described in Deed from M. Butler, a widower, to Martha Jane Prior, recorded January 23, 1922 in Liber 235 of Deeds at Page 390; running thence Northerly along the Easterly line of said parcel of land described in Deed to Prior, secondly above referred to, 65.86 feet to a point in the Northerly line of Lot 2 in Block 30, as shown on the Map hereinafter referred to; running thence Easterly along said Northerly line of Lot 2 in Block 30, 39.44 feet to the Northeasterly corner thereof; running thence Southerly along the Easterly line of said Lot 2 in Block 30, 149 feet to a point in the

EXHIBIT A

Northerly line of Third Street; running thence Westerly along said Northerly line of Third Street, 34.3 feet to the point of beginning.

Being a portion of Lot 2 in Block 30, as shown upon that certain Map entitled, "Plot of the Townsite of the Town of San Rafael", filed in the Office of the County Recorder of the County of Marin, State of California, October 14, 1873 in Book 1 of Maps, Pull 4.

APN: 011-263-16

EXHIBIT A

PARCEL 1-A (Linggi)

⑦

BEGINNING at a point on the Northerly line of Third Street, San Rafael, California, distant thereon westerly 52.37 feet from its intersection with the westerly line of Lootens Place in Block 30, San Rafael Townsite Map, made by H. Austin, and recorded October 11, 1873 on Rack 1, Pull 4, Marin County Records, running thence along said Third Street line westerly 231.23 feet, thence at right angles northerly 150 feet, more or less, to the southerly line of an alley, thence at right angles easterly and along the southerly line of said alley 100.0 feet, thence at right angles southerly 10.0 feet, thence easterly along said alley line 65.0 feet to corner of lot conveyed by Donald Sutherland to Effie C. Burtchaell, by deed dated March 11, 1881, and recorded in Libre "V" of Deeds at page 354, Marin County Records, thence southerly along the westerly line of said Burtchaell lot 49.0 feet to the southwest corner of the said Burtchaell lot; thence easterly along the southerly line of the said Burtchaell lot 57.63 feet; thence southerly parallel to the westerly line of Lootens Place 103.14 feet to the point of beginning.

PARCEL 1-A (LeCam)

②

THAT portion of Lot No. 6, in Block No. 30 of the Townsite of San Rafael, in the City of San Rafael, County of Marin, State of California, as per plat of the Townsite filed for record October 14, 1873 in the office of the County Recorder of the County of Marin, State of California, described as follows to-wit:

BEGINNING at a point on the Westerly line of Lootens Place distant 157 feet southerly from the point of intersection of said Westerly line of Lootens Place with the southerly line of Fourth Street, before widening, said point of beginning being the point of intersection of said westerly line of Lootens Place with the Southerly line of an alley 20 feet in width; thence Westerly along said Southerly line of said alley 110 feet; thence southerly at right angles 40 feet, thence Easterly parallel with said alley 112 feet to said westerly line of Lootens Place, thence Northerly along said last mentioned line 40 feet to the point of beginning.

PARCEL 1-A (Christensen)

③

BEGINNING at a point in the westerly line of Lootens Place distant 40.0 feet southerly along said line from the southerly line of a 20.0 foot lane leading from Lootens Place westerly into Block 30, as said streets and block are shown on Map of San Rafael Townsite, said point of beginning being also the southeast corner of that certain parcel of land conveyed by Donald Sutherland to Effie C. Burtchaell in Deed dated March 11, 1881 and recorded in Libre "V" of Deeds at page 354, Marin County Records, and running thence southerly along the westerly line of Lootens Place 103.14 feet to the intersection of said last mentioned line with the northerly line of Third Street, as shown on the herein mentioned map, thence westerly along said line of Third Street, 52.37 feet, thence northerly and parallel to the westerly line of Lootens Place 103.14 feet, more or less, to the southerly line of the property herein mentioned as being described in Libre "V" of Deeds at page 354, Marin County Records, thence easterly along the southerly line of said parcel so described 52.37 feet to the point of beginning. BEING a portion of that certain property in Block 30, described in Deed dated September 18, 1926 from C. A. Chaquette and Ernestine M. Chaquette, his wife, to Anton Christensen, recorded in the office of the County Recorder of the County of Marin, State of California, on September 25, 1926 in Volume 105, Official Records at page 129.

PARCEL 1-A (Alley)

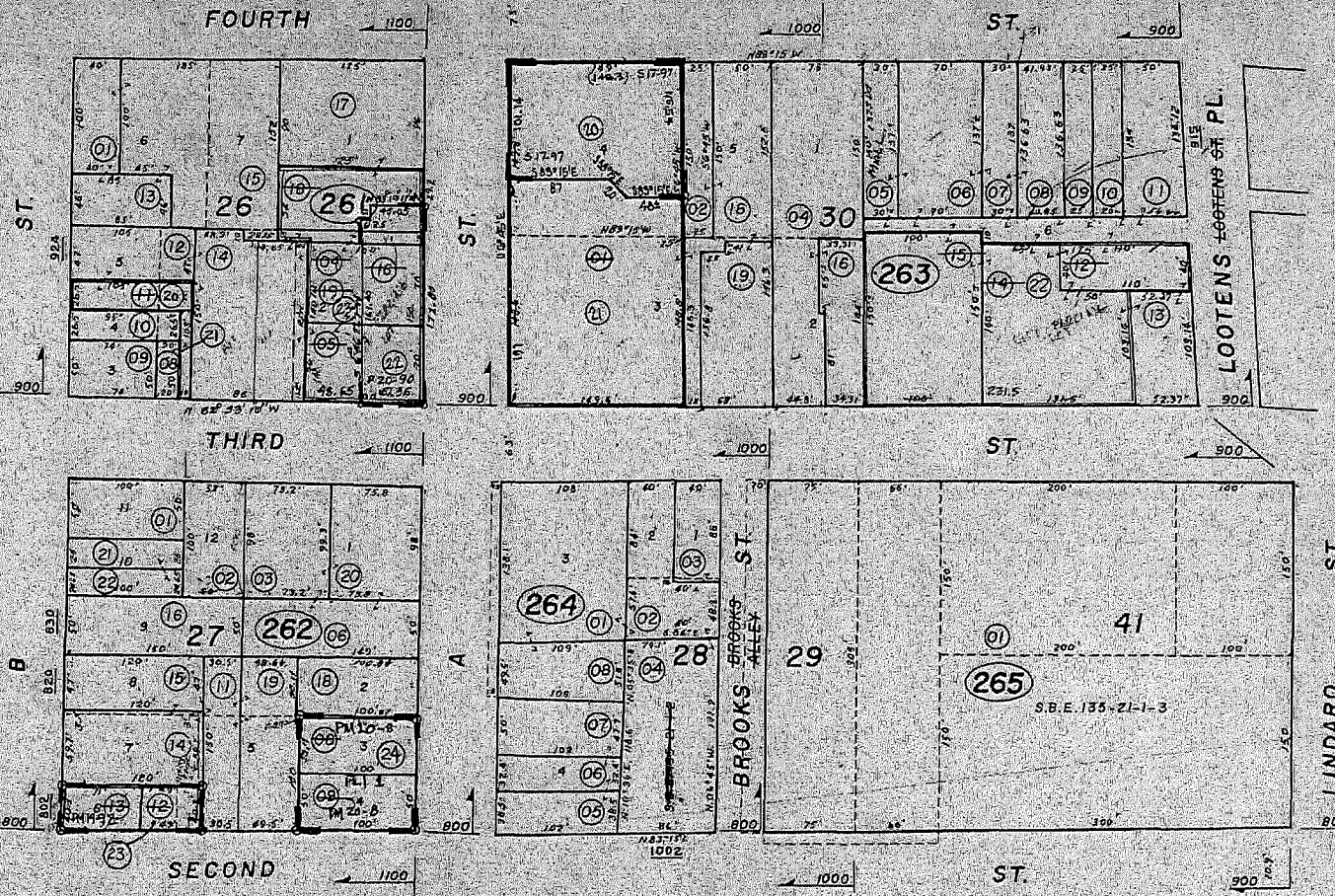
④

BEGINNING at the point of intersection of the westerly line of Lootens Place with the southerly boundary line of the lands described in Deed from Donald Sutherland to Marie E. Sweetser recorded in Liber 25 of Deeds at page 217; running thence westerly along the northerly line of an Alleyway referred to in said Deed and its continuation westerly to the westerly line of Lot 6, Block 30, as shown upon Plat of the Townsite of San Rafael; running thence southerly along the last named line to a point in the northerly line of the lands described in Deed to W. A. Powning recorded in Liber 98 of Deeds at page 194, running thence easterly along the northerly line of said lands conveyed to Powning, a distance of 100 feet; to its northeasterly corner; running thence southerly along the easterly line of said lands conveyed to Powning 10 feet, more or less, to the northwesterly corner of the lands described in Deed to Anton Christensen recorded in Liber 105 of Official Records at page 129; running thence easterly along the northerly line of said lands conveyed to Christensen, 65 feet, more or less, to the northwesterly corner of the lands described in Deed to George LeCam, et al, recorded in Liber 10 of Official Records at page 69, running thence easterly along the northerly line of said lands conveyed to LeCam, et al, a distance of 110.00 feet to the westerly line of Lootens Place, running thence northerly along the westerly line of Lootens Place, a distance of 20 feet, more or less, to the point of beginning.

FOR SAN PEDRO, SANTA MARGARITA Y LAS GALLINAS RANCHO

Tax Area Code
8-00 8-000
8-023

11-26



THIS PAGE REVISED and/or CHECKED	
Date	By
3-6-83	A.L.R.

BK.13
01 Subsequent to 3-14-83 refer to preceding page 26

Townsite of San Rafael, Rack I Pull 4

NOTE - Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles.

CITY OF SAN RAFAEL
Assessor's Map Bk. 11 - Pg. 26
County of Marin, Calif.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

POR. T2N, R6W & POR. T1N, R6W MDB&M

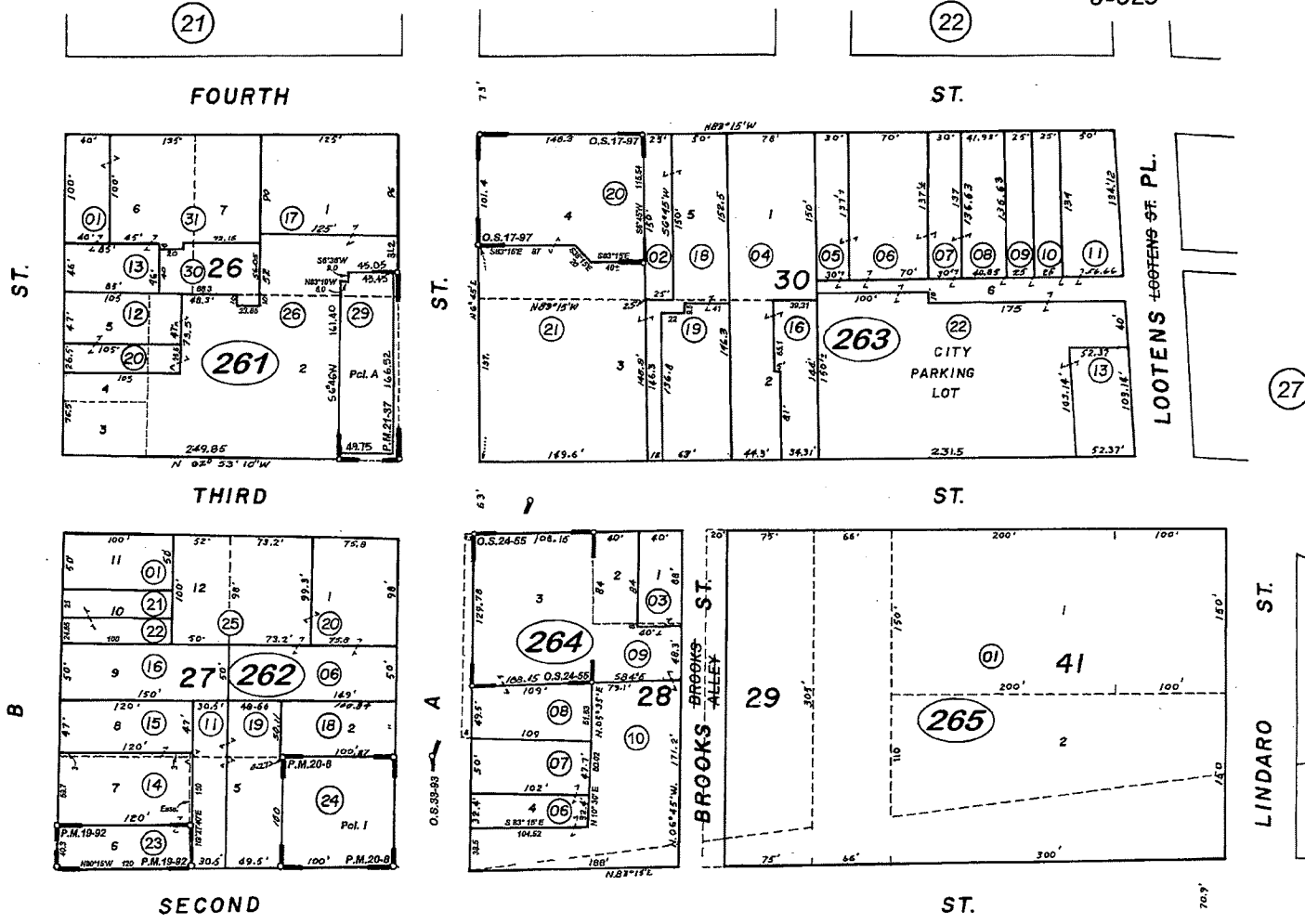
Tax Rate Area
8-023

11-26

6/28/2016 MLP

CHANGES				
BLK	PRIOR APN	NEW APN	YR	AUTH
264	04 & 05	011-264-10	10	020
			16	

Map Page Update



Townsite of San Rafael, Rack I Pull 4.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

CITY OF SAN RAFAEL
Assessor's Map Bk. 11 -Pg. 26
County of Marin, Calif.

Bk.13
01

EXHIBIT B

SCHEDULE OF PERFORMANCE

<i>Preliminary Stage (6 months)</i>		
1.	Concurrent with execution of Agreement	Developer deposits Preliminary Stage Deposit with City
2.	Promptly following Effective Date	Developer retains its parking consultant
3.	Within 120 days of the Effective Date	Developer submits Parking Plan to City for review
4.	Prior to expiration of Preliminary Stage	City and Developer discuss differences in Parking Plan analysis and endeavor to reach consensus
5.	Promptly following Effective Date	Developer and City commence negotiation and drafting of Term Sheet
6.	Prior to expiration of Preliminary Stage	Developer and City reach agreement on principal business terms of a proposed DDA as evidenced by a non-binding Term Sheet.
7.	Prior to expiration of Preliminary Stage	Developer and City memorialize successful completion of all Preliminary Stage tasks by executing a Preliminary Stage Feasibility Confirmation or Agreement terminates as provided in Section 1.2.
<i>DDA Stage (15 months)</i>		
*DDA Stage applicable only if Developer and City have memorialized successful completion of all Preliminary Stage tasks.		

EXHIBIT B

8.	Upon execution of Preliminary Stage Feasibility Confirmation	Developer deposits DDA Stage Deposit with City
9.	Within 30 days following commencement of DDA Stage	Developer and City prepare a CEQA project description
10.	Prior to expiration of DDA Stage	City's CEQA consultant prepares the CEQA document
11.	Prior to expiration of DDA Stage and, in any event, prior to City Council's consideration of a DDA	Developer and City negotiate and draft a proposed DDA

EXHIBIT B



Ragghianti|Freitas LLP

Attorneys at Law

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San Rafael, CA 94901-2903
telephone 415.453.9433
facsimile 415.453.8269
www.rflawllp.com

Peter M. Spoerl
peter@rflawllp.com

May 5, 2020

Via Email

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

RE: Proposed Extension of Exclusive Negotiating Agreement with Goldstone Management

Dear Paul:

Per our recent discussions, I am writing on behalf of our client Goldstone Management, Inc. ("Goldstone") to submit a formal request that you bring an item for consideration before the San Rafael City Council to extend the end of the Preliminary Stage of the "Agreement to Negotiate Exclusively" ("the ENA") between the City and Goldstone for a period of six months. In light of the ongoing public health crisis under the COVID-19 outbreak, we believe that it is necessary to extend the Preliminary Stage of the negotiation period contemplated under the ENA for a period of six months. Under these challenging and unprecedented circumstances, the process of conducting basic negotiations and submitting and having the City peer review performance milestones outlined in the ENA simply cannot proceed at the pace that was anticipated under the ENA. While the ENA does allow for administrative extensions to be authorized by the City Manager, we believe that it is in the interest of both parties to preserve these potential administrative extensions in the event of additional unforeseen delays. As we have demonstrated, however, Goldstone remains firmly committed to completing the negotiation process outlined under the ENA and has made considerable progress in completing performance milestones outlined under the ENA. Goldstone looks forward to memorializing a Disposition and Development Agreement with the City, and constructing the project as soon as economic conditions permit.

Since the Effective Date of the ENA on December 7, 2019, Goldstone has worked diligently with its consultants and experts to prepare and deliver the work product and background studies necessary to complete the Preliminary Stage milestones identified



Ragghianti|Freitas LLP

Page 2 of 3

under the ENA. On Friday, May 1st, we furnished the City with a full Parking Plan to enable the City to evaluate the operation and joint use of the proposed automated parking structure, comprising both technical feasibility and cost analyses completed by U-Tron and Michael Zucker and Associates, as well as a basic outlines of proposed ownership and operational details as required under Section 2.1 of the ENA. On April 7th, we provided the City with additional background studies and information intended to assist the City in conducting feasibility analyses and peer review of the parking, engineering, construction and cost analyses anticipated under the ENA. The documents included an "Appraisal of Parking Garage (assumed to be Vacant)," PSG File #847263, prepared by Property Sciences and dated February 9, 2020; the "Report: Feasibility Estimate, San Rafael Parking Lot, Goldstone Management Company," prepared by Turner and Townsend and dated January 30, 2020; and the "Parking Analysis for the Proposed San Rafael Market Hall Project," prepared by Abrams Associates and dated March 27, 2020.

All of these studies are intended to assist the Parties in reaching and later memorializing conceptual agreement on the Preliminary Stage tasks set forth under the ENA. Goldstone has kept open communications with City staff throughout the process, working cooperatively with you and other Community Development Department staff to facilitate direct and efficient communication with your consultant Watry in order to streamline their peer review of the Parking Plan.

In short, Goldstone is committed to continuing this process and finalizing a Preliminary Stage Feasibility Confirmation as outlined under the ENA. In light of the challenges of the continued regional shelter in place orders, we request that the City Council approve a simple amendment to the ENA to extend the end of the Preliminary Stage **from June 7th, 2020 until December 7th, 2020**. We ask that you make appropriate arrangements to have this calendared as an item for consideration at the City Council's first meeting in June. We have attached a proposed draft amendment to this letter for your Counsel's review. Additionally, per our discussions, we have included a simple amendment to the list of term sheet items to require that Goldstone submit a simple project *pro forma* to the City in order to demonstrate the basic financial feasibility of the project proposal prior to the Preliminary Stage Feasibility Confirmation.

Please let me know if you have any questions or concerns. We look forward to working with you and your staff to move this exciting project forward for the City.



Ragghianti|Freitas LLP

Page 3 of 3

Very Truly Yours,

A handwritten signature in dark ink, appearing to read 'Peter M. Spoerl'. The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Peter M. Spoerl

CC: Danielle O'Leary, Director of Economic Development and Innovation
Simon Vuong, Economic Development Coordinator
Gerald J. Ramiza, Burke, Williams and Sorensen, LLP
Client

Electronic attachments

AMENDMENT NO.1 TO AGREEMENT TO NEGOTIATE EXCLUSIVELY

This Amendment No. 1 ("Amendment") to that certain Agreement to Negotiate Exclusively ("ENA") by and between the City of San Rafael, a municipal corporation ("City"), and Goldstone Management, Inc. ("Developer"), is effective on the Amendment Date identified on the signature page. City and Developer may be referred to individually herein as a "Party", and collectively as the "Parties."

RECITALS

A. On November 18th, 2019, City adopted a resolution approving and authorizing the City Manager to execute the ENA to govern the phases of negotiations for the Parties to negotiate and present to the City Council for approval a proposed Disposition and Development Agreement ("DDA") for Developer to acquire a City-owned public parking garage and develop a mixed-use residential/retail development project at the southeast intersection of Third Street and Lootens Plaza in the City of San Rafael as more particularly described therein. Pursuant to the authorization conferred by the November 18th 2019 resolution, the City executed the ENA with an effective date of December 7th, 2019.

B. Under the terms of the ENA, the Parties outlined a series of phased negotiations towards memorializing the terms of a DDA, which require that the Parties make a determination as to feasibility of the proposed Project, and if the Project is mutually determined to be feasible, execute a Preliminary Stage Feasibility Confirmation by no later than six months following the Effective Date, or June 7th, 2020.

C. In early 2020, following an initial outbreak in Wuhan, China in December of 2019, a pandemic outbreak of the SARS-COV-2 virus spread globally, reaching all 50 of the United States (the "COVID-19 Outbreak"). In March of 2020, to prevent spread of the viral outbreak, the Marin County Health and Human Services Department issued a shelter in place order, which has been extended through May 31, 2020.

D. In light of the ongoing public health crisis under the COVID-19 Outbreak, the Parties wish to extend the Preliminary Stage of the negotiation period contemplated under the ENA for a period of six months. Additionally, the Parties wish to amend the list of items identified under the "Term Sheet" under Section 2.1 of the ENA to require that Developer submit a *pro forma* financial feasibility analysis for the Project as one of the performance milestones required prior to determination of Project feasibility and execution of a Preliminary Stage Feasibility Confirmation.

NOW, THEREFORE, the City and Developer, for the mutual consideration described herein, agree as follows:

AGREEMENTS

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the ENA are deemed to mean the original ENA as modified by this Amendment.

This Amendment incorporates the ENA by reference, except and only to the extent that any terms or conditions of the ENA are specifically modified by this Amendment. All terms and conditions in the ENA that are not specifically modified by this Amendment remain in full force and effect.

2. AMENDMENT OF SECTION 1.2. The first two sentences of Section 1.2 of the ENA, “Negotiation Period Duration,” are hereby amended and restated to read as follows [NOTE: none of the remaining sentences of Section 1.2 is modified by this Amendment]:

“1.2 Negotiation Period Duration.

(a) The negotiations shall be conducted in two stages, the combined duration of which shall not exceed twenty-seven (27) months, plus extensions, if any, as provided in subsection (b) below. (“**Negotiation Period**”). The “**Preliminary Stage**” of the Negotiation Period shall commence on the Effective Date and expire twelve (12) months thereafter, subject to potential extension as provided in subsection (b) below, or on the date the Parties execute a Preliminary Stage Feasibility Confirmation (defined below) whichever is earlier.”

3. AMENDMENT OF SECTION 2. Section 2.2 of the ENA, “DDA Stage Tasks,” is hereby renumbered as Section 2.3. A new Section 2.2, “Project *Pro Forma*,” is hereby added to Section 2, to read as follows:

“2.2 Project *Pro Forma*. In addition to the other Preliminary Stage tasks described in this Agreement and Schedule of Performance, prior to expiration of the Preliminary Stage of the Negotiation Period, Developer shall submit to the City for review a Project *Pro Forma*, demonstrating the financial feasibility of the Project under identified assumptions regarding interest rates, the availability of Project lending capital and construction costs, and including basic information regarding Project revenues and costs, sources and uses of funds, cash flow under basic accrual accounting, and any other information reasonably requested by City.”

4. ENTIRE AGREEMENT. The ENA, as modified by this Amendment, constitutes the entire integrated understanding between the Parties concerning the Project. This Amendment, together with the ENA, supersedes all prior negotiations, agreements and understandings regarding the Site and proposed Project, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. In the event of any conflict between the provisions of this Amendment and the ENA, the provisions of this Amendment shall control.

5. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Developer and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Amendment Date set forth below.

CITY:

CITY OF SAN RAFAEL, a California municipal corporation

By: _____
Jim Schutz, City Manager

ATTEST:

Lindsay Lara, City Clerk

Date: _____, 2020
("Amendment Date")

APPROVED AS TO FORM:

Robert Epstein, City Attorney

DEVELOPER:

GOLDSTONE MANAGEMENT, INC., a California corporation

By: _____
Paul Goldstone, President

Dated: _____, 2020

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AN AMENDMENT TO EXTEND THE AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH GOLDSTONE MANAGEMENT INC. REGARDING REDEVELOPMENT OF 1009 AND 1001 FOURTH STREET, 924-926 THIRD STREET, AND THE THIRD STREET AND LOOTENS PLACE PARKING GARAGE

WHEREAS, the City of San Rafael owns the real property and parking garage located at Third Street and Lootens Place ("City Parcel"); and

WHEREAS, the City adopted a goal to "provide a vibrant Downtown" in "our Vision of Downtown" in 1993, which was later incorporated into the goals of the General Plan 2020 as Goal 6. General Plan Goal 6 includes the following implementation policies:

- NH 16 - to substantially expand Downtown's economic success and increase opportunities for retail, office and residential development;
- NH 22 - to create a popular and attractive residential environment that contributes to the activity and sense of community in Downtown; and
- NH 34 - to encourage activities that will promote the Fourth Street Retail Core as being "Alive after Five"; and

WHEREAS, one of the City Council goals is to provide neighborhood and economic vitality by supporting the development of key Downtown sites, and the City Council's Economic Development Committee has adopted "support development of key sites such as 1001-1009 Fourth Street" as one of its eight priorities; and

WHEREAS, Goldstone Management, Inc. ("Developer") has proposed redeveloping the City Parcel and adjoining properties that Developer owns at 1009 and 1001 Fourth Street and 924-926 Third Street, into a mixed-use residential/retail development, including a market hall-style food emporium and a fully automated parking garage ("Project"); and

WHEREAS, Developer entered into an exclusive negotiating agreement ("ENA") with the City dated December 7, 2019 to acquire the City Parcel, and in combination with the Developer's adjacent parcels that have already been assembled, to create a significant mixed-use development, provide much needed housing, entertainment, and food services in the form of a Market Hall, create a strong economic driver that will benefit Downtown businesses, and re-establish the focal point of the Downtown area; and

WHEREAS, due to the COVID-19 outbreak, Developer has requested a six-month extension to the Preliminary Stage of the ENA and the staff report accompanying this Resolution provides additional information about the rationale for the extension; and

WHEREAS, staff engaged the law firm of Burke, Williams & Sorensen, LLP to evaluate the extension request and Watry Design Inc. to review a preliminary parking plan, and their preliminary analysis indicates that the submitted documentation is evidence of progress under the Preliminary Stage for the City to consider further negotiations regarding the potential Project; therefore staff recommends that the City Council approve the requested amendment to the ENA; and

WHEREAS, funds have been appropriated in the Economic Development Department budget for the current Burke, Williams & Sorensen, LLP, Keyser Marston Associates, Inc., and Watry Design, Inc. contracts for consulting services during the extended term of the ENA; and

WHEREAS, the City Council intends and understands that amending the ENA is not committing the City to grant any land use approvals for the Project or to approve any further agreement with the Developer; and

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

1. The City Council hereby finds and determines that the above recitals are true, correct and incorporated herein.

2. The City Council hereby approves and authorizes the City Manager to execute on behalf of the City an amendment to the ENA in substantially the form submitted to the City Council in connection with the consideration of this Resolution, subject to such minor changes as the City Manager and City Attorney may approve, provided, however, that nothing in this Resolution or the amendment of the ENA shall be deemed to commit the City to approve any land use approvals for the Project or to approve any further agreement with the Developer.

3. The City Council authorizes and directs the City Manager and his designees to take such steps as are reasonable and necessary to performance of the City's obligations under the amendment to the ENA and to carry out the terms and conditions of the ENA.

4. This Resolution shall take immediate effect upon adoption.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael held on the 1st day of June 2020, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

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

City Manager Approval: 

TOPIC: SPECIAL TAX ON PROPERTIES AT LOCH LOMOND 10 - MELLO-ROOS DISTRICT NO. 1992-1

SUBJECT: RESOLUTION SETTING THE SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 1992-1 (LOCH LOMOND #10) FOR FISCAL YEAR 2020-21

RECOMMENDATION:

Adopt a resolution setting the special tax rates for Fiscal Year 2020-21 for Community Facilities District No. 1992-1 (Loch Lomond 10).

BACKGROUND: Loch Lomond 10 is a community facilities district (commonly referred to as a "Mello-Roos") located on the Pt. San Pedro Peninsula, north of Point San Pedro Road. The community facilities district comprises 28 home parcels, and one open space parcel which borders China Camp State Park open space.



The community facilities district was formed in the early 1990s when the area was developed. The District was formed, in part, to provide funding to mitigate the drainage impacts and concerns of the development on the surrounding Loch Lomond community. This was extensively documented in the EIR documents, comments, and subsequent approvals for the original subdivision. The final conditional approval of Loch Lomond 10 required the District to be formed. The District was created to have three funds of money with which to maintain and operate the storm drain system and insure against damage from potential landslides. These functions were defined in the formation of Community Facilities District No. 1992-1 and passed by resolution #8839 by the City Council on March 1,

1993. The three funds and purposes are as follows:

FOR CITY CLERK ONLY

File No.

Council Meeting

Disposition:

1. **Self-Insurance Fund:** Provides a fund balance of \$500,000 plus accumulated interest to cover the deductible amount of the City’s insurance should a landslide occur in the watershed above the District
2. **Sinking Fund:** Provides for long term capital replacement of drainage infrastructure and facilities as the original may fall into disrepair
3. **Maintenance Fund:** Provides for maintaining drainage facilities within the Loch Lomond 10 boundary to include annual cleaning of drainage structures, monitoring structures during storm events, and cleaning facilities as required during storm events

Since the early 1990s, the Finance Department has brought forward the levying of this annual special tax to City Council in the spring. The annual special tax collected is divided in the three distinct tranches; a portion of the special tax went to the Self-Insurance Fund, the Sinking Fund, and the Maintenance Fund. The Self-Insurance fund portion of the special tax was \$1,852 per parcel annually until the \$500,000 balance was achieved in FY 2004-05, and thereafter, the annual special tax for the Self-Insurance fund was \$0.

A four-year history of Assessments are as follows:

	FY 2016-17*		FY 2017-18*		FY 2018-19**		FY 2019-20	
	Assessment Levied	Total Revenue	Assessment Levied	Total Revenue	Assessment Levied	Total Revenue	Assessment Levied	Total Revenue
Self-Insurance Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sinking Fund	\$143	\$3,861	\$143	\$3,861	\$0	\$0	\$170.69	\$3,538.38
Maintenance Fund	\$435	\$11,745	\$435	\$11,745	\$0	\$0	\$621.88	\$16,790.79
Total	\$578	\$15,606	\$578	\$15,606	\$0	\$0	\$792.57	\$20,329.17 ***

**It is important to note that while the Sinking Fund and Maintenance Fund have an allowable annual inflationary factor (increase), the rates of \$143 and \$435 were held flat from FY 2011-12 to FY 2017-18.*

***In late 2017, the Homeowners Association Board of Loch Lomond Highlands requested the City review historical expenditures and provide an accounting of the finances of the Loch Lomond 10 community facilities district, as well as conduct a thorough review of the purpose and allowable expenditures of the three district funds. Due to the ongoing nature of the research at the time FY 2018-19 assessments would have been levied, it was decided that there would be no special tax levied in spring 2018 for FY 2018-19.*

****The total revenues collected in FY 2019-20 was slightly less than the \$21,399.42 anticipated due to \$1,070.25 in uncollected assessments.*

Applying the allowable 2% inflationary factor to the Sinking Fund Assessment brings the FY 2020-21 Assessment from \$170.69 to \$174.10. The Maintenance Fund Assessment would be increased from \$621.88 to \$661.38, after applying the allowable increase of the greater of the CPI for the San Francisco Bay Area or personal income growth in the State of California. See Attachment 2 for Sinking Fund and Maintenance Fund calculations.

FY 2020-21	Assessment (Proposed)	Total Annual Revenue Generated
Self-Insurance Fund	\$0	\$0
Sinking Fund	\$174.10	\$4,700.80
Maintenance Fund	\$661.38	\$17,857.20
Total	\$835.48	\$22,558.00

In late 2017, the Homeowners Association Board of Loch Lomond Highlands requested that the City review historical expenditures and provide an accounting of the finances of the Loch Lomond 10 community facilities district, as well as conduct a thorough review of the purpose and allowable expenditures of the three district funds. The homeowners had concerns over the maintenance activities that the Public Works Department was performing, the condition of the current drainage infrastructure, and the City’s historical usage of the District funds. Since that time, the City and homeowners have worked together on finalizing a Maintenance Manual and annual maintenance plan for the district. After a fall 2019 meeting with homeowners, the City, and the City’s Assessment District consultant CSW/Stuber-Stroeh, the manual was finalized in December 2019 with full approval and support from the representatives of the district.

ANALYSIS: In FY 2019-20, the district generated \$16,791 in funds to be utilized for allowable maintenance purposes within the Loch Lomond #10 Maintenance District, as follows:

FY 2019-20 Maintenance Activity	Amount
County Admin Fee	\$54.00
<u>FY 2019-20 Engineer’s Report - CSW/Stuber-Stroeh</u>	\$5,089.75
Clamming and drainage basin clearing – <i>Ad-Lite</i>	\$9,375.00
Vegetation management/ Clearing of V-ditches – <i>Forster & Kroeger</i>	\$1,424.00
DPW Staff Time (<i>remaining avail. maintenance budget</i>)	\$848.01
Total	\$16,790.76

The \$848 in DPW Salary costs represents only a fraction of the actual cost of Public Works Streets Maintenance staff maintaining the district during FY 2019-20. In addition to the typical pre-storm inspection and clearing of catch basins, staff spent several days in August with Ad-Lite Craning Services clearing debris from the upper and lower Las Casas drainage basins within the district, removing nearly 50 tons of debris. Throughout the storm season DPW staff patrolled, inspected and cleared drainage basins within the district to ensure the system continued to flow properly to the downhill drainage infrastructure. It is important to note the City is only seeking \$848.01 in reimbursement for staff time (estimated at one day of a Streets Maintenance Worker II) because the City cannot charge the district for more than is available in funding, and the Maintenance Fund for Loch Lomond #10 is currently projected to end FY 2019-20 with a \$0 fund balance. The City’s General Fund is subsidizing the additional DPW Staff Time beyond the available Loch Lomond #10 maintenance funding.

For FY 2020-21, the City plans to utilize 100% of available maintenance funds (\$17,857.26). The Maintenance Activities for FY 2020-21 are anticipated as follows:

FY 2020-21 Maintenance Activity	Amount
County Admin Fee	\$54.00
Clamming and drainage basin clearing	\$9,375.00
Vegetation management/ Clearing of V-ditches – <i>Forster & Kroeger</i>	\$1,500.00
DPW Staff Time (<i>remaining avail. maintenance budget</i>)	\$6,928.20
Total	\$17,857.20

It is important to note that an Engineer’s Report is not required on an annual basis to levy the assessment. Since the district homeowners and Public Works are in agreement about the annual maintenance guidance for the district, and funds for maintenance activities are limited, the City will not be contracted with a firm to develop an Engineer’s Report annually. However,

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 4

the assessment roll and corresponding staff report detailing annual activities will continue to be brought to City Council at the close of the fiscal year.

Since there will be no Engineer's report for FY 2020-21, the City will be able to recoup more, but still far below the actual cost of staff time spent maintaining the district. Last year's Engineer's report reported the actual cost of Public Works staff time spent maintaining the district was \$15,974 (252.5 hours of DPW Staff Time). The FY 2020-21 budget projects the City will recoup only \$6,928. As stated earlier, the Maintenance Fund balance cannot go negative.

FISCAL IMPACT: All district financial activities are within Fund #236. Public Works intends to utilize the full amount of Maintenance funds available each year to reimburse DPW staff time and contracted maintenance activities as is within the allowable and intended use of District funds. For FY 2020-21 this amount for maintenance activities will be \$17,857.20.

The Sinking Fund shall be used to cover larger, capital costs, though with a current fund balance of \$32,547, it will take many more years to build up the fund to a significant amount to cover the rebuilding of any capital infrastructure in the District.

The Loch Lomond 10 Self-Insurance Fund shall remain reserved for its intended purpose of use for a claim within the District that would otherwise be covered by the City's excess liability insurance to pay the City-required self-insured retention under this coverage. The FY 2019-20 beginning year fund balance for the Self-Insurance Fund was \$674,208 and represents the \$500,000 balance, plus all accumulated interest over time.

OPTIONS:

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

1. Adopt the resolution as presented, levying the full special tax for Loch Lomond 10 – Mello-Roos District No. 1992-1 for FY 2020-21.
2. Do not adopt the resolution as presented. Provide direction to staff to make changes on recommended future actions.

RECOMENDED ACTION: Adopt a resolution setting the special tax rates for FY 2020-21.

ATTACHMENTS:

1. Resolution setting the District Tax for FY 2020-21 at \$835.48 per parcel
2. Loch Lomond #10 Assessment Roll and Calculations (based on prior year's Engineer's Report)

RESOLUTION NO. _____

**A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL
SETTING THE SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT
NO. 1992-1 (LOCH LOMOND #10) FOR FISCAL YEAR 2020-21**

WHEREAS, the City Council of the City of San Rafael by Resolution No. 8839 formed “Community Facilities District No. 1992-1, (Loch Lomond #10), City of San Rafael, County of Marin, State of California,” (hereafter “CFD 1992-1”); and

WHEREAS, the landowners of CFD 1992-1 voted in a mail ballot election called by the City Council by Resolution No. 8840, and unanimously approved the imposition of a special district tax, as declared in Resolution No. 8841; and

WHEREAS, on March 9, 1993, the City of San Rafael prepared and caused to be recorded a “Notice of Special Tax Lien” for all of the parcels within CFD 1992-1, which included the facilities and services to be funded by the tax, and method for establishing a rate and calculating the apportionment of the tax; and

WHEREAS, on July 17, 1995 the City Council adopted Ordinance No. 1683 levying special taxes within CFD 1992-1; and

WHEREAS, Ordinance No. 1683 provides that the special tax rate will be set annually by resolution subject to the maximum authorized by Resolution No. 8839; and

WHEREAS, the Department of Public Works is recommending the amount of the special taxes to be assessed in FY 2020-21 as \$174.10 for the Sinking Fund and \$661.38 in the Maintenance Fund – totaling \$835.48; and

WHEREAS, the City Council wishes to set the specific tax rate to be imposed on the parcels within CFD 1992-1 in fiscal year 2020-21;

NOW THEREFORE BE IT RESOLVED that the City Council of San Rafael hereby sets the special tax for Community Facilities District No. 1992-1 (Loch Lomond #10) at \$835.48 per parcel for FY 2020-21 (\$174.10 towards the Sinking Fund and \$661.38 towards the Maintenance Fund), excepting exempt Assessor Parcel Nos. 16-330-12,13,14, as provided in the Assessment Roll for fiscal year 2020-21 on file with the City Clerk and incorporated herein by reference.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday the 1st day of June, 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

ASSESSMENT ROLL
(Please Refer to Part A – Method of Apportionment of Assessment
for a Summary of Changes to Assessment Roll)

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2020-2021)	PROPERTY DESCRIPTION Loch Lomond #10 Assessment District	ASSESSOR'S PARCEL NUMBER
1	\$835.48	1	016-330-01
2	\$835.48	2	016-330-02
3	\$835.48	3	016-330-03
4	\$835.48	4	016-330-04
5	\$835.48	5	016-330-05
6	\$835.48	6	016-330-06
7	\$835.48	7	016-330-07
8	\$835.48	8	016-330-08
9-1	\$0.00	Portion of 9	016-330-12
9-2	\$0.00	Portion of 9	016-330-13
9-3	\$0.00	Portion of 9	016-330-14
10	\$835.48	10	016-330-10
11	\$835.48	11	016-330-11
12	\$835.48	12	016-321-04
13	\$835.48	13	016-321-03
14	\$835.48	14	016-321-05
15	\$835.48	15	016-321-01
16	\$835.48	16	016-321-02
17	\$835.48	17	016-321-06
18	\$835.48	18	016-321-07
19	\$835.48	19	016-321-08
20-1	\$835.48	20	016-321-09
21	\$835.48	21	016-321-10
22	\$835.48	22	016-322-01
23	\$835.48	23	016-322-02
24	\$835.48	24	016-322-03

ASSESSMENT ROLL
(Please Refer to Part A – Method of Apportionment of Assessment
for a Summary of Changes to Assessment Roll)

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT (Fiscal Year 2020-2021)	PROPERTY DESCRIPTION Loch Lomond #10 Assessment District	ASSESSOR'S PARCEL NUMBER
25	\$835.48	25	016-322-04
26	\$835.48	26	016-322-05
27	\$835.48	27	016-322-06
28	\$835.48	28	016-322-07
29	\$0.00	Parcel A	186-520-19
30	\$0.00	Parcel B	186-520-20
TOTAL ASSESSMENT	\$22,557.96	(For Twenty-Eighth Year)	

Each parcel is as shown on the maps of the County Assessor of the County of Marin at Book 16, Pages 32 and 33 and Book 186, Page 52.

Property descriptions are lot or parcel numbers as shown on the recorded final maps of Loch Lomond #10, recorded in Book 21 of Maps at Page 21, Marin County Records.

PART A
METHOD OF APPORTIONMENT OF ASSESSMENT
AND ALLOWABLE INCREASES

ORIGINAL APPORTIONMENT

There are 27 single family dwelling units and 3 below market rate units that were a further tax division of lot 9 in the original subdivision existing within the Community Facilities District boundary.

Each of the single family dwelling unit lots are assessed for equal portions of the total assessment. And Lot 9 is assessed zero.

This assessment is exempt from the procedures and requirements of the (recently enacted Proposition 218) California Constitution, Article 13D, Section 4 pursuant to the exemption contained in Article 13D, Section 5(d) [*previously majority voter approval or*] Section 5(b) [*petition signed by persons owning all the property*]. The benefits are entirely special benefits and there are no general benefits. Additionally, the proposed assessment is within the limits of that allowed by the annual increases.

Assessment Parcels 1 through 8, 10 through 28, are each assessed 1/27 of the total assessment.

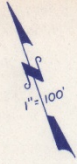
Assessment Parcel 9-1, 9-2, 9-3, 29, and 30 each have zero (\$0.00) assessment.

The following changes were made to the Assessment Rolls and Assessment Diagram in 1993, although do not appear to have been noted in the Annual Engineer's Reports. Mapping Changes at the Marin County Assessor's Office are noted as follows:

Our office contacted the Marin County Assessor's Office due to obvious changes to the Assessor's Parcel Maps for the Loch Lomond #10 development. According to information received from Mapping Department staff, in calendar year 1993 a change was made to Parcel 9 splitting it into 3 APNs to accommodate the special status of the ownership of that lot. (see map below)

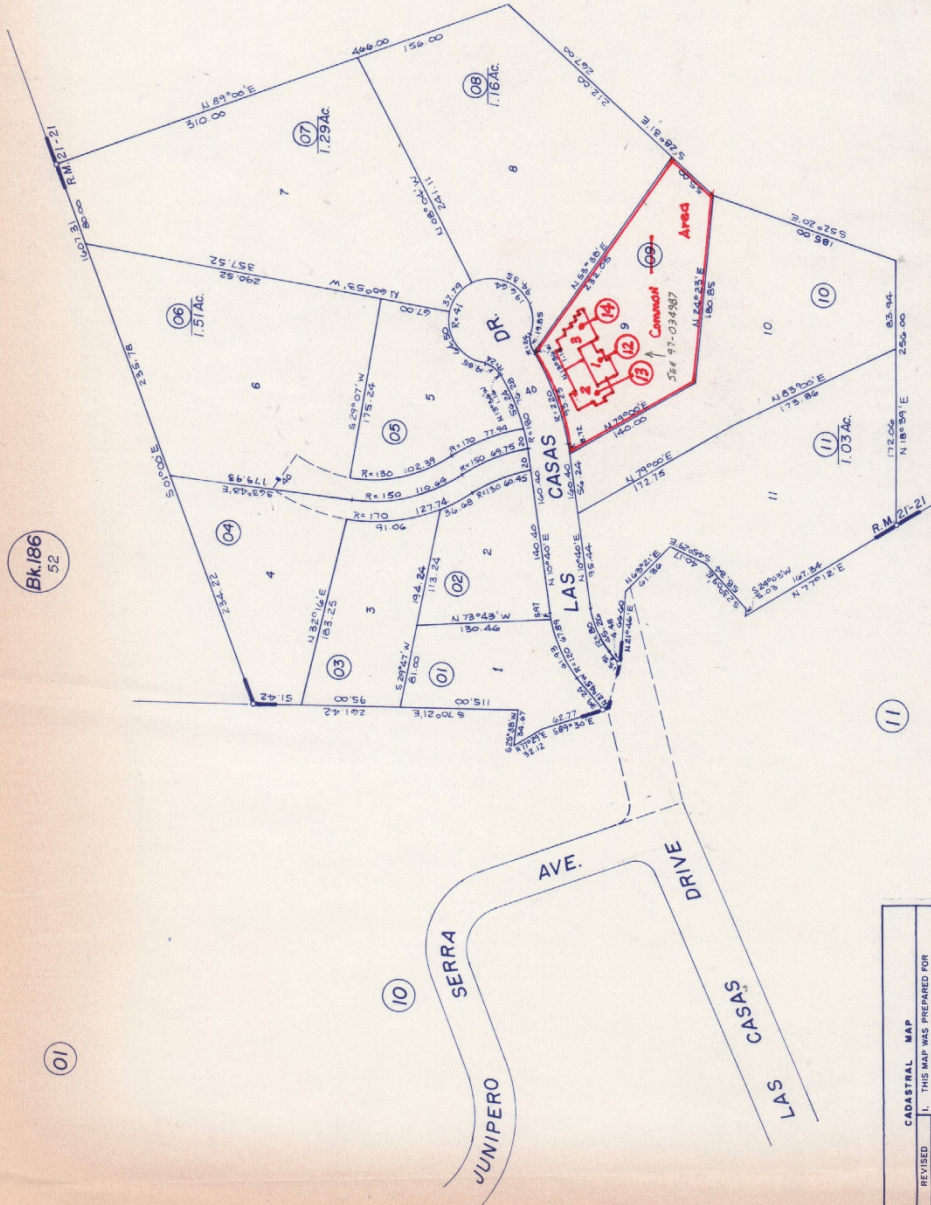
PART A METHOD OF APPORTIONMENT OF ASSESSMENT AND ALLOWABLE INCREASES

Tax Rate Area
8-000
16-33



Bk.186
52

CITY OF SAN RAFAEL
Assessor's Map Bk.16-Pg.33
County of Marin, Calif.



Bk.186
52

Loch Lomond Unit 10, R.M. Bk. 21 - Pg. 21

CADASTRAL MAP	
REVISED	10-1-93 DP
1. THIS MAP IS FOR INFORMATION ONLY. 2. NO LIABILITY IS ASSUMED FOR ASSESSMENT PURPOSES ONLY. 3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.	

PART A
METHOD OF APPORTIONMENT OF ASSESSMENT
AND ALLOWABLE INCREASES

2020-2021 ASSESSMENT CALCULATIONS

Applying the method outlined the following increases are allowed:

Maintenance:

Original Assessment \$225/unit

Personal Income Index 1992 (January) \$22,678

Personal Income Index 2019 (January) \$66,661

Factor $\$66,661 / \$22,678 = 2.9395^*$

CPI: San Francisco-Oakland-Hayward 1992 (July) 143.600

CPI: San Francisco-Oakland-Hayward 2019 (July) 296.859

Factor $296.859 / 143.600 = 2.0673$

****Greater of the two factors***

2020-2021 Maintenance Assessment (**2.9395**) x \$225 = \$661.38

Sinking Fund:

Original Assessment \$100/unit

28 years at 2%, current assessment \$174.10

TOTAL PROPOSED ASSESSMENT 2020-2021 \$835.48 per unit

Total Available Funds (27 units) \$22,558.00

ASSESSMENT ROLL
(Please Refer to Part A – Method of Apportionment of Assessment
for a Summary of Changes to Assessment Roll)

ASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	NAME AND ADDRESS
1	016-330-01	Louis & Susan Neff 67 Las Casas Dr. San Rafael, CA 94901
2	016-330-02	Richard & Karen Pettingill 71 Las Casas Dr., #601 San Rafael, CA 94901
3	016-330-03	Michael & Beth McCarthy 75 Las Casas Dr. San Rafael, CA 94901
4	016-330-04	Steven & Judith Zimmerman Revocable Trust 79 Las Casas Dr. San Rafael, CA 94901
5	016-330-05	David & Rosanna Neagle 87 Las Casas Dr. San Rafael, CA 94901
6	016-330-06	Jarrett & Dana Evans 83 Las Casas Dr. San Rafael, CA 94901
7	016-330-07	Ray & Lori Crawford Trust 91 Las Casas Dr. San Rafael, CA 94901
8	016-330-08	Navinchandra & Damayanti Patel 2006 Survivors Trust 90 Las Casas Dr. San Rafael, CA 94901
9-1	016-330-12	Lane Dooling & Robert Pullinger 84 Las Casas Dr. San Rafael, CA 94901
9-2	016-330-13	James B. Russell 84 Las Casas Dr. – Unit 2 San Rafael, CA 94901
9-3	016-330-14	Kelly Jacqueline & Jeff Burns 84 Las Casas Dr. – Unit 3 San Rafael, CA 94901
10	016-330-10	Salama Trust 78 Las Casas Dr. San Rafael, CA 94901

ASSESSMENT ROLL
(Please Refer to Part A – Method of Apportionment of Assessment
for a Summary of Changes to Assessment Roll)

ASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	NAME AND ADDRESS
11	016-330-11	Thomas J. Louderback Trust 105 Bountiful Ct. Danville, CA 94526
12	016-321-04	Xianghua Zhang 12 Loch Haven Ct. San Rafael, CA 94901
13	016-321-03	Timothy P. & Alice D. Pidgeon Revocable Trust 49 Inverness Dr. San Rafael, CA 94901-2453
14	016-321-05	Miroslav & Marie Djordjevich Trust 8 Loch Haven Ct. San Rafael, CA 94901
15	016-321-01	Dan L. Eaton & Theresa M. Sinnott-Eaton 42 Inverness Dr. San Rafael, CA 94901
16	016-321-02	Zimmerman Family Living Trust 49 Inverness Dr. San Rafael, CA 94901
17	016-321-06	Rachel Wahba 1999 Trust 53 Inverness Dr. San Rafael, CA 94901
18	016-321-07	Donald D. & Susan W. Young Revocable Trust 57 Inverness Dr. San Rafael, CA 94901
19	016-321-08	Polsky Living Trust 65 Inverness Dr. San Rafael, CA 94901
20	016-321-09	Patrick J. & Lisa J. Helland 71 Inverness Dr. San Rafael, CA 94901
21	016-321-10	Bijan 2005 Family Trust 75 Inverness Dr. San Rafael, CA 94901
22	016-322-01	Karen S. Chatham Revocable Trust 369 B 3 rd Street, #558 San Rafael, CA 94901

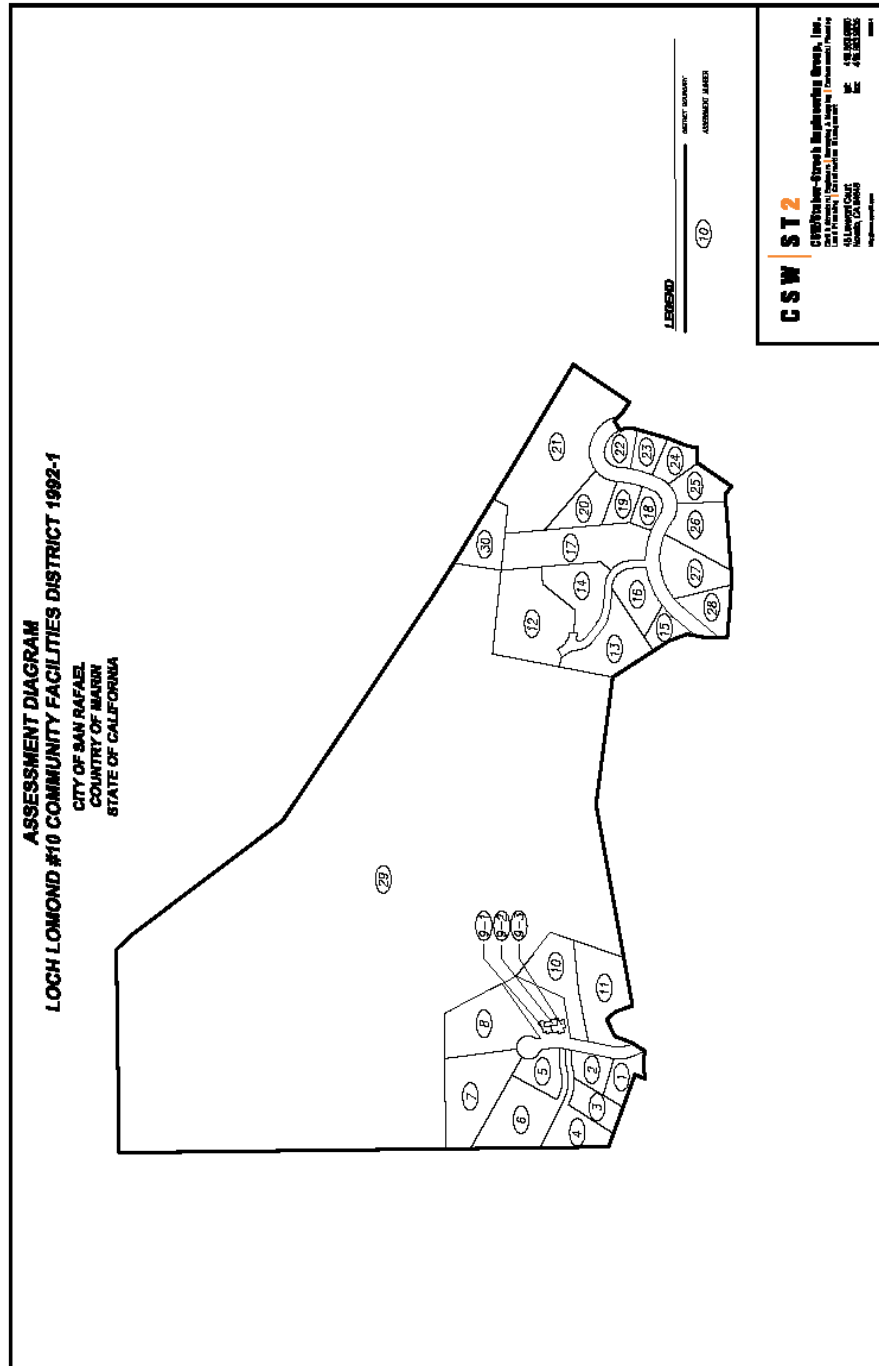
ASSESSMENT ROLL

(Please Refer to Part A – Method of Apportionment of Assessment
for a Summary of Changes to Assessment Roll)

ASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	NAME AND ADDRESS
23	016-322-02	Bruce & Laura M. Rubin 66 Inverness Dr. San Rafael, CA 94901
24	016-322-03	Kevin L. & Denise S. Jones Trust 62 Inverness Dr. San Rafael, CA 94901
25	016-322-04	Christopher J. & Luann M. Desautel 58 Inverness Dr. San Rafael, CA 94901
26	016-322-05	Philip R. & Susan C. Seefeld Trust 54 Inverness Dr. San Rafael, CA 94901
27	016-322-06	Fabian M. Mach & Dorothy L. Gogol-Mach 48 Inverness Dr. San Rafael, CA 94901
28	016-322-07	Paul B. & Linnea Weiss Trust 44 Inverness Dr. San Rafael, CA 94901
29	186-520-19	Loch Lomond Highlands Homeowners 3001 Bridgeway, #370K Sausalito, CA 94965
30	186-520-20	Marin Municipal Water District P.O. Box 994 Corte Madera, CA 94976-0994

PART B ASSESSMENT DIAGRAM

The original Assessment Diagram is no longer available in the City's files. The following represents the current District Engineer's best re-creation of the Assessment Diagram likely used to form the District. It is based on the Record Map of Loch Lomond #10 prepared by Oberkamper & Associates Map Recorded May 27, 1993, in Book 21 of Maps, at Page 21 and the Assessment Diagram used for the Pt. San Pedro Road Median Landscaping Assessment District.





SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Public Works Director

City Manager Approval: _____

A handwritten signature in black ink, appearing to be 'AS'.

TOPIC: DOWNTOWN TRAFFIC SIGNAL MODERNIZATION

SUBJECT: ADOPTION OF RESOLUTIONS RELATED TO "INNOVATIVE DEPLOYMENTS TO ENHANCE ARTERIALS" (IDEA) GRANT-FUNDED PROJECT NO. 11348:

- 1. RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE DOWNTOWN SIGNAL MODERNIZATION WITH MIKE BROWN ELECTRIC IN THE AMOUNT OF \$172,700 AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$34,540 FOR A TOTAL APPROPRIATED AMOUNT OF \$207,240.**
- 2. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO PURCHASE VARIOUS EQUIPMENT FOR THE IDEA GRANT DOWNTOWN SIGNAL MODERNIZATION PROJECT (#11348) FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$815,000.**
- 3. RESOLUTION AUTHORIZING AN ADDITIONAL \$125,764 IN TRAFFIC MITIGATION FUND (#246) APPROPRIATIONS FOR THE "INNOVATIVE DEPLOYMENTS TO ENHANCE ARTERIALS" (IDEA) GRANT-FUNDED PROJECT NO. 11348.**

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt the resolution awarding and authorizing the City Manager to execute a construction agreement with Mike Brown Electric in the amount of \$172,700 and authorizing contingency funds of \$34,540, for a total appropriated amount of \$207,240.
2. Adopt the resolution authorizing the City Manager to purchase various equipment for the Downtown Signal Modernization Project (#11348) for a total not-to-exceed amount of \$815,000.
3. Adopt the resolution approving and authorizing an additional \$125,764 in Traffic Mitigation Fund (#246) appropriations for the "Innovative Deployments to Enhance Arterials" (IDEA) Grant-Funded Project No. 11348.

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

BACKGROUND: On July 17, 2017, the Metropolitan Transportation Commission (MTC) issued a Call for Projects for the [Innovative Deployments to Enhance Arterials \(IDEA\) Grant Program](#). Grant funds were to be directed towards two categories of projects: Category 1 projects that would deploy mature, commercially-available advanced technologies and Category 2 projects that would deploy connected/automated vehicle technologies. The City submitted a Category 1 application on September 29, 2017 for funding to develop and deploy an Adaptive Traffic Control System (ATCS) in Central San Rafael. An ATCS would measure current traffic volumes and adjust signals in real-time based on demand. This would be particularly beneficial for the interruptions caused by the grade crossings for the SMART train.

Prior to awarding of funds, further reviews of the infrastructure revealed major deficiencies that would make an ATCS much more expensive than originally thought. Staff negotiated a reduced scope to fit the available funding in line with the IDEA Grant program. The installation of a reduced scope [Automated Traffic Signal Performance Measures \(ATSPM\) system](#), instead of an ATCS system, would bring down the cost of the project more in line with the funding, and would still bring major benefits to the City.

On January 10, 2018 MTC awarded the City \$830,000 to develop and implement an ATSPM system, with \$365,856 in matching local funds, for a total project budget of \$1,195,856. This system consists of a network of cameras at intersections in combination with an analytic program that measures traffic volumes, provides approach delay per vehicle, and reports arrivals on red, pedestrian delay, and highly sophisticated coordination data. Once installed, data collected from the ATSPM can be used to more accurately program and time the traffic signals based on historical traffic patterns in Central San Rafael. The ATSPM system benefits all users, from vehicles to bicyclists to pedestrians.

On [May 21, 2018](#), San Rafael City Council adopted a resolution accepting the \$830,000 grant award from MTC, the local match of \$365,856, and authorized the City Manager to execute funding agreements with MTC. For the remainder of 2018 and first half of 2019, staff worked with MTC and their consultants to go through the technical process of deploying an ATSPM system.

In June 2018 the City signed a [contract with Advanced Mobility Group](#) for \$168,880 for assistance in project management and development.

ANALYSIS: A request for proposals was advertised on August 19, 2019 for the Automated Traffic Signal Performance Management (ATSPM) software system. Six companies submitted proposals, and evaluation criteria included: project understanding and approach, firm qualification and system capability, implementation schedule, proposed system integration cost, and commitment to research and development. Econolite Systems, Inc. was selected based on their proposal and product demonstration, and their ATSPM software package layers over the City's current Traffic Management System (TMS), Centrac.

In addition to the software, there are significant equipment and capital costs of installing an ATSPM system. Staff has issued requests for bids for the necessary camera detection, traffic signal cabinet, controller, and radio equipment and is ready to purchase upon Council authorization.

The largest portion of the equipment and capital costs is the camera system, and the lack of signal mast-arms in San Rafael limited the option of traditional multi-camera video detection systems. A request for proposals was advertised on February 13, 2020 for the video detection system, and Miovision was the only responsive bidder. Their system consists of a single camera that provides detection and multi-modal counts. Because the camera detection system is the project's biggest investment, prior to committing with Miovision the City first verified the operability of the system by installing it at four critical intersections last spring.

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

For the other products (traffic signal cabinets, controllers, radios, and switches), a request for quotes was sent to Actellis, Econolite, and Intuicom. The City of San Rafael uses Econolite products for signalized intersections and Intuicom radios and Actellis switches for communication exclusively, and the new equipment needed to be compatible with the current systems. A Public Interest Finding (PIF) was filed with Caltrans to notice the public regarding the “use of proprietary products and processes”.

The equipment costs are as follows:

<u>NAME OF VENDOR</u>	<u>PRODUCT AND QUANTITY</u>	<u>AMOUNT</u>
Actellis	14 Switches	\$15,712.00
Econolite	8 Signal cabinets	\$86,717.28
Econolite	15 Signal controllers	\$60,000.00
Intuicom	17 Radios	\$28,403.00
Miovision	Video Detection	\$550,451.00
10% Contingency		\$73,716.72
Total		\$815,000.00

The recommended Resolution authorizes the City Manager to execute Purchase Orders for equipment totaling an amount not to exceed \$815,000.00.

With the preliminary list of equipment selected, the City issued a request for bids in accordance with San Rafael’s Municipal Code on April 10, 2020 to install it. Federal requirements were also followed in the bidding process to ensure compliance with the reimbursement conditions by MTC. On May 7, 2020 at 11:00 AM the following bids were received and read aloud:

<u>NAME OF BIDDER</u>	<u>AMOUNT</u>
Mike Brown Electric	\$172,700
Bear Electrical Solutions	\$183,900
St. Francis Electric	\$197,000
Tennyson Electric	\$208,400
DC Electric Group	\$226,500
Gremelli Industries	\$387,500

As the lowest responsible and responsive bidder, City staff recommends awarding the construction contract to Mike Brown Electric for the bid amount and recommends that the City Council authorize a construction contingency of approximately 20 percent for the project in an amount of \$34,540. This larger contingency is because this project affects 34 signalized intersections and integration of many different types of equipment. City staff recommends that the City Council authorize a total amount of \$207,240 for the construction, including the contingency.

FISCAL IMPACT: No City of San Rafael General Funds would be used for these expenditures. The current total project expenses are **\$1,321,620**. The following table summarizes the expenditures for the project:

Year to Date Project Expenditures

Advanced Mobility Group	Project Management and Development	\$168,880
SPM Econolite	ATSPM Software	\$99,173
DKS System Engineering	IDEA Grant coordination (managed by MTC)	\$31,327

\$299,380

Future Project Expenditures - Pending 6/1/20 City Council Approval

<i>Actellis</i>	14 Switches	\$15,712
<i>Econolite</i>	8 Signal cabinets	\$86,717
<i>Econolite</i>	15 Signal controllers	\$60,000
<i>Intuicom</i>	17 Radios	\$28,403
<i>Miovision</i>	Video detection	\$550,451
	10% contingency	\$73,717
		<u>\$815,000</u>

<i>Mike Brown Electric</i>	Installation of equipment	\$172,700
	20% contingency	\$34,540
		<u>\$207,240</u>

Total Project Cost \$1,321,620

The project is receiving \$830,000 in funding from MTC’s IDEA Grant program. The total project budget authorized at the [May 21, 2018 City Council meeting](#) of \$1,195,856 included a \$365,856 local match. Now that the project bidding and scoping is complete, it is clear that the project will need an additional \$125,764 in local funds in order to fully fund the \$1,321,620 planned in improvements.

The project funding is as follows:

Project Funding - Approved 5/21/18 City Council Meeting

MTC Award	IDEA Grant	\$830,000
Local Match – Fund #246	Upfront cash commitment - paid to MTC	\$239,171
Local Match – Fund #246	City to utilize on any project expenses	\$126,685
		<u>\$1,195,856</u>

Project Funding – Pending 6/1/20 City Council Approval

Local Match – Fund #246	Additional funds needed	\$125,764
-------------------------	-------------------------	-----------

Total Project Funding \$1,321,620

While initially the local match was planned to be appropriated from the City Gas Tax Fund (#206) (as described in the 5/21/18 City Council Meeting), upon further review staff deemed it would be preferable to utilize the City’s Traffic Mitigation Fund (#246). As a large-scale improvement to the downtown Traffic signal system, the installation of an ATSPM system in Downtown San Rafael falls under line item 22 of Exhibit 21 of the 2020 General Plan, “Upgrade traffic signal system”. Exhibit 21 of the 2020 General Plan describes projects which may utilize Traffic Mitigation funds. Traffic mitigation fees are charged to an applicant in connection with the approval of a development project. The fees provide a funding source for specific infrastructure projects which increase street capacity to accommodate additional traffic generated by new developments. Appropriations in the City’s Traffic Mitigation Fund (Fund #246) for project #11348 shall be increased by a total of \$1,148,004 (\$815,000 + \$207,240 + \$125,764) to support this project.

OPTIONS: The City Council has the following options:

1. Adopt the resolutions as proposed;
2. Reject the resolutions, resulting in the City declining the benefits of an Automated Traffic Signal Performance Measures system and forfeiting grant funding back to MTC.

RECOMMENDED ACTION:

1. Adopt the resolution awarding a construction agreement for the IDEA Grant downtown signal modernization project to Mike Brown Electric.
2. Adopt the resolution approving the equipment purchase for the IDEA Grant downtown signal modernization project.
3. Adopt the resolution approving and authorizing an additional \$125,764 in Traffic Mitigation Fund (#246) appropriations for the "Innovative Deployments to enhance Arterials" (IDEA) Grant-Funded Project No. 11348.

ATTACHMENTS:

1. Resolution awarding construction agreement for the IDEA Grant downtown signal modernization project to Mike Brown Electric.
2. Resolution approving equipment purchase for the IDEA Grant downtown signal modernization project.
3. Resolution approving and authorizing an additional \$125,764 in Traffic Mitigation Fund (#246) appropriations for the "Innovative Deployments to enhance Arterials" (IDEA) Grant-Funded Project No. 11348.

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE DOWNTOWN SIGNAL MODERNIZATION WITH MIKE BROWN ELECTRIC IN THE AMOUNT OF \$172,700 AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$34,540 FOR A TOTAL APPROPRIATED AMOUNT OF \$207,240.

WHEREAS, the Metropolitan Transportation Commission (MTC) allocated \$25 million to the Nine Bay Area Counties for the Innovative Deployment to Enhance Arterials (IDEA) Grant Program; and

WHEREAS, one of the projects selected for design and construction was the “Downtown San Rafael Signal Modernization Project”; and

WHEREAS, on May 21, 2018, \$1,195,856 from the IDEA Grant Program was allocated to the City of San Rafael by MTC; and

WHEREAS, City staff has identified an additional \$365,856 of Traffic Mitigation Funds (#246) preliminarily set aside for the San Rafael Downtown Traffic Signal Modernization Project in the FY 2020-21 through FY 2022-23 Capital Improvement Program (CIP); and

WHEREAS, the installation of an Automated Traffic Signal Performance Measures (ATSPM) is included in the 2020 General Plan under line item 22 of Exhibit 21 as “Upgrade traffic signal system”; and

WHEREAS, having advertised and solicited construction bids in accordance with the City’s Municipal Code, the City Clerk did publicly open, examine, and declare all sealed bids on the 7th day of May, 2020 for the following project entitled “DOWNTOWN TRAFFIC SIGNAL IMPROVEMENTS PROJECT” City Project Number 11348 in accordance with the plans and specifications therefore on file in the office of the Department of Public Works; and

WHEREAS, the bid of \$172,700 from Mike Brown Electric at the unit prices stated in its bid, was and is the lowest bid for said work and said bidder is the lowest responsible bidder; and

WHEREAS, City staff has apportioned an additional 20% of the bid price for contingencies in the amount of \$34,540;

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

as follows:

1. The bid of Mike Brown Electric is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to Mike Brown Electric at the stated unit prices.
2. The City Manager is authorized and directed to execute the contract for the project with Mike Brown Electric at the bid amount, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.
3. City Traffic Mitigation Fund #246 appropriations for City Project No. 11348 will be increased by \$207,240, which includes the construction award amount and contingency.
4. The City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 1st day of June 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

File No.: 18.10.23

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO PURCHASE VARIOUS EQUIPMENT FOR THE IDEA GRANT DOWNTOWN SIGNAL MODERNIZATION PROJECT (#11348) FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$815,000

WHEREAS, in 2017, Metropolitan Transportation Commission (MTC) issued a Call for Projects for the Innovative Deployments to Enhance Arterials (IDEA) grant; and

WHEREAS, the City applied for and received IDEA grant funding in 2018; and

WHEREAS, nearly half of the 90 San Rafael traffic signals are in Central San Rafael, where major arterials meet US 101 on- and off-ramps, the central business district, and several SMART train crossings; and

WHEREAS, the close proximity of the traffic signals results in significant vehicle, pedestrian, and bicycle delays during peak hours, when the SMART train travels through, or when both scenarios occur simultaneously; and

WHEREAS, an Automated Traffic Signal Performance Measure system would benefit San Rafael transportation network users travel through Central San Rafael more efficiently, reducing greenhouse gas emissions by reducing vehicle idling time with more responsive traffic signal timing; and

WHEREAS, the City has requested bids for the various equipment required to implement an ATSPM system, including traffic signal controllers, signal cabinets, video detection, radios, and switches totaling \$815,000, as more particularly detailed in the staff report accompanying this Resolution; and

WHEREAS, there are sufficient funds in the City's Traffic Mitigation Fund (#246) to cover the cost of equipment before reimbursement from MTC;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael authorizes the City Manager to execute the purchase of the equipment detailed in the staff report for this Resolution, for a total purchase price not-to-exceed amount of \$815,000. City Traffic Mitigation Fund #246 appropriations for City Project No. 11348 will be increased by \$815,000.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 1st day of June 2020 by the following vote, to wit:

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

LINDSAY LARA, City Clerk

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING AN ADDITIONAL \$125,764 IN TRAFFIC MITIGATION FUND (#246) APPROPRIATIONS FOR THE “INNOVATIVE DEPLOYMENTS TO ENHANCE ARTERIALS” (IDEA) GRANT-FUNDED PROJECT NO. 11348.

WHEREAS, the Metropolitan Transportation Commission (MTC) allocated \$25 million to the Nine Bay Area Counties for the Innovative Deployment to Enhance Arterials (IDEA) Grant Program; and

WHEREAS, one of the projects selected for design and construction was the “Downtown San Rafael Signal Modernization Project”; and

WHEREAS, on May 21, 2018, \$1,195,856 from the IDEA Grant Program was allocated to the City of San Rafael by MTC; and

WHEREAS, the \$1,195,856 project budget approved on May 21, 2018 included \$365,856 in local match, funded by the Traffic Mitigation Fund (#246); and

WHEREAS, now that the project bidding and scoping is complete, it is clear that the project will need an additional \$125,764 in local Traffic Mitigation Funds in order to fully fund the \$1,321,620 planned in improvements; and

WHEREAS, the installation of an Automated Traffic Signal Performance Measures (ATSPM) is included in the 2020 General Plan under line item 22 of Exhibit 21 as “Upgrade traffic signal system”;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES, that appropriations for “Innovative Deployments to Enhance Arterials” (IDEA) Grant-Funded City Project No. 11348 shall be increased by an additional \$125,764 in local Traffic Mitigation Funds (#246) in order to fully fund the \$1,321,620 planned in improvements.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 1st day of June 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

File No.: 18.10.23



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

TOPIC: SMITH RANCH ROAD AND LUCAS VALLEY ROAD RESURFACING

SUBJECT: A RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE SMITH RANCH ROAD AND LUCAS VALLEY ROAD RESURFACING PROJECT, CITY PROJECT NO. 11336, TO GHILOTTI BROS., INC., IN THE AMOUNT OF \$997,779, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$142,221, FOR A TOTAL APPROPRIATED AMOUNT OF \$1,140,000.

RECOMMENDATION: Adopt the resolution awarding and authorizing the City Manager to execute a construction agreement with Ghilotti Bros., Inc. in the amount of \$997,779, and authorizing contingency funds in the amount of \$142,221.

BACKGROUND: Throughout the early and mid-1900s, the State of California retained large swaths of real estate for planning and construction of the present-day freeway system, including U.S. Highway 101. Cities that desire to provide access to the freeway system must request approval from Caltrans to construct local streets in the State right of way. While local streets are built within State right-of-way to allow public access to the freeway system, Caltrans, as the State Department of Transportation, typically does not maintain these streets. Maintenance roles and responsibilities are therefore transferred to local municipalities utilizing maintenance agreements.

On November 18, 2019, the City Council approved a Project Specific Maintenance Agreement (PSMA) with Caltrans in which the City is responsible for maintenance of portions of Lucas Valley/Smith Ranch Roads within Caltrans right-of-way, including resurfacing the roadway. The proposed project includes installation of ADA-compliant wheelchair ramps at project intersections as well as resurfacing and new striping.

Public Works staff prepared the plans, specifications, and cost estimate for the project, which was found to have no significant impact on the environment and is therefore categorically exempt under the California Environmental Quality Act (CEQA). The project was advertised in accordance with San Rafael's Municipal Code on May 6, 2020.

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

ANALYSIS: On May 21, 2020, the following bids were received and read aloud:

NAME OF BIDDER	Amount
Ghilotti Bros., Inc	\$997,779.00
Team Ghilotti, Inc.	\$1,069,141.77
Ghilotti Construction Company	\$1,071,912.50
Nelson Construction	\$1,219,060.75

The construction bids have been reviewed by Public Works staff and the low bid of \$997,779 from Ghilotti Bros., Inc., was found to be responsive, responsible, and within available funding. The recommended Resolution awards the construction contract to Ghilotti Bros., Inc.

PUBLIC OUTREACH: If the City Council approves this project to proceed, Public Works will perform outreach using various social media channels, the City website, and changeable message signs located at various intersections along the corridor. As the project area is heavily utilized by the traveling public, construction will be performed at night between the hours of 9 PM and 6 AM.

FISCAL IMPACT: In addition to the \$997,779 contract amount, Staff recommends the City Council approve a contingency amount of \$142,221 for a total of \$1,140,000. Staff proposes to fund construction of this project utilizing restricted Road Maintenance and Rehabilitation Account (RMRA), or Senate Bill 1, funding. RMRA funds constitute a portion of the City's Gas Tax fund (Fund #206). Appropriations in the City's Gas Tax fund (Fund #206) for project #11336 shall be increased by \$1,140,000.

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

1. Adopt the resolution as presented.
2. Do not award the contract and direct staff to rebid the project. If this option is chosen, rebidding will delay construction until fall 2020.
3. Do not award the contract and provide direction to staff.

ATTACHMENT:

1. Resolution Awarding Construction Agreement to Ghilotti Bros., Inc.
2. Draft Construction Agreement with Ghilotti Bros., Inc.

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE SMITH RANCH ROAD AND LUCAS VALLEY ROAD RESURFACING PROJECT, CITY PROJECT NO. 11336, TO GHILOTTI BROS., INC., IN THE AMOUNT OF \$997,779, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$142,221 FOR A TOTAL APPROPRIATED AMOUNT OF \$1,140,000.

WHEREAS, on the 21st day of May 2020, pursuant to due and legal notice published in the manner provided by law, inviting sealed bids or proposals for the work hereinafter mentioned, as more fully appears from the Affidavit of Publication thereof on file in the office of the City Clerk of the City of San Rafael, California, the City Clerk of said City did publicly open, examine, and declare all sealed bids or proposals for doing the following work in said City, to wit:

“Smith Ranch Road and Lucas Valley Road Resurfacing”

City Project No. 11336

in accordance with the plans and specifications therefor on file in the office of the Department of Public Works; and

WHEREAS, the bid of \$997,779 from Ghilotti Bros., Inc., at the unit prices stated in its bid, was and is the lowest and best bid for said work and said bidder is the lowest responsible bidder; and

WHEREAS, staff has recommended that the project budget include a contingency amount of \$142,221;

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

1. The bid of Ghilotti Bros., Inc. is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to Ghilotti Bros., Inc., at the stated unit prices.
2. The City Manager is authorized and directed to execute a contract with Ghilotti Bros., Inc., for the bid amount, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.

Contract

This public works contract ("Contract") is entered into by and between the City of San Rafael ("City") and Ghilotti Bros., Inc. ("Contractor"), for work on the Smith Ranch Road and Lucas Valley Road Resurfacing Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On June 1, 2020, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 Uniform Standards All Cities and County of Marin (available online at: <https://www.marincounty.org/-/media/files/departments/pw/engineering/2018-ucs-complete-set.pdf?la=en>); and
 - 2.14 The following: No Other Documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and in full compliance with Laws.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$997,779 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within 40 working days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$500 per day for each day of unexcused delay in

completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

City Clerk's Office
1400 Fifth Avenue, Room 209
San Rafael, CA 94901
Attn: City Clerk

Copy to: Director of Public Works
Email: Bill.Guerin@cityofsanrafael.org

Contractor:

Name: Ghilotti Bros. Inc.
Address: 525 Jacoby Street
City/State/Zip: San Rafael, CA 94901
Phone: 415-265-7011
Attn: Dennis Huette
Email: dennish@ghilottibros.com
Copy to: Susan Harward

12. **General Provisions.**

- 12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Marin County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Marin County, California.
- 12.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 **Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 **Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public

Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

12.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313. If Contractor is a partnership, a signature from a general partner with authority to bind the partnership is required.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Jim Schutz, City Manager

Robert F. Epstein, City Attorney

Date: _____

Date: _____

Attest:

s/ _____

Lindsay Lara, City Clerk

Date: _____

CONTRACTOR:

_____ Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)


END OF CONTRACT



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: COMMUNITY DEVELOPMENT

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

City Manager Approval: _____ 

TOPIC: APPEAL OF APPROVED 7-UNIT MULTIFAMILY RESIDENTIAL BLDG. – 104 SHAVER ST.

SUBJECT: APPEAL OF THE PLANNING COMMISSION’S APRIL 14, 2020 CONDITIONAL APPROVAL OF A USE PERMIT (UP19-013), AN ENVIRONMENTAL AND DESIGN REVIEW PERMIT (ED19-030) AND A VARIANCE (V19-003) ALLOWING THE CONSTRUCTION OF A NEW, 7-UNIT MULTIFAMILY RESIDENTIAL APARTMENT BUILDING AT 104 SHAVER STREET; CASE # AP20-001.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution (Attachment 1) denying the appeal and upholding the Planning Commission’s April 14, 2020 conditional approval of the Use Permit, Environmental and Design Review Permit and Variances to allow the construction of a new, 7-unit, multifamily residential apartment building.

EXECUTIVE SUMMARY:

On April 14, 2020, the Planning Commission unanimously approved a project which consists of the demolition of an existing two-story, single family residence and the development of a new, 7-unit, multifamily residential apartment building with garage parking and miscellaneous site improvements on a Downtown parcel. Project approvals included:

- One (1) density bonus unit under the State Density Bonus law (up to a maximum 3 density bonus units were eligible);
- Two (2) automatic concessions under the State Density Bonus law (up to a maximum of 3 concessions were eligible) to 1) Reduce street side yard setback; and 2) Increase the maximum allowable lot coverage;
- A Use Permit for *Parking Modifications* to reduce the required parking, from 8 to 7 spaces; and increase the maximum percentage of compact parking, from 30% (2 spaces) to 50% (4 spaces); and
- Variances to reduce the required garage setback, and interior side yard setbacks.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

On April 16, 2020, two neighboring residents jointly filed a timely appeal of the Planning Commission's approval of the project. The appeal letter identifies two appeal points: 1) the project will create traffic safety impacts and parking impacts within the neighborhood, and 2) existing flooding issues in the neighborhood will increase as a result of the project.

Staff finds that the appeal points have no merit. The applicant has worked in concert with the Department of Public Works, Traffic and Engineering Divisions to create an access and parking plan that meets both the project needs and traffic safety requirements. The project will provide increased bicycle parking to offset the elimination of one (1) guest parking space and the Traffic Division has determined adequate street parking capacity exists in the vicinity of the site; the project will actually add one (1) street parking space by the elimination of a driveway curb cut along Third St. As required of any development in the City, the project is not allowed to increase stormwater runoff and project design includes the use of landscaped bioretention areas, which comply with Marin County Stormwater Pollution Prevention Program (MCSTOPPP) standards. The Planning Commission reviewed the project and determined that the project complies with: all applicable General Plan land use polices; the development standards for the High-Density Residential (HR1) District zone; the required criteria supporting the *Parking Modification*; and the findings for approval of the Use Permit, the Environmental and Design Review Permits and the Variances.

BACKGROUND:

On July 23, 2018, the applicant filed for Pre-Application to request preliminary feedback on this potential project. City Departments reviewed the preliminary project and conducted a follow-up meeting with the applicant in August 2018.

Design Review Board Action: In December 2018, the applicant submitted for Conceptual Design Review to request preliminary design feedback from the Design Review Board (Board). On [February 5, 2019](#), the Board provided Conceptual Design Review comments on the project, which included: 1) Parking needs to be re-evaluated to eliminate conflict with access and be compliant; 2) Explore encroaching into or eliminating the interior side yard setback in order to comply with the required minimum 10' street side setback; 3) Reduce paving within the street side setback to provide a more pedestrian scale; 4) Explore increasing the width of the staircase along the Shaver St. frontage and making it the primary entrance to the upper units while reducing the width of the staircase along the Third St. frontage and making it the secondary entrance; 5) Explore providing more storage for the units; and 6) Increase the use of landscape planters around the common outdoor areas on the podium level.

The formal planning applications were filed on April 25, 2019. On [December 17, 2019](#), the Board reviewed the formal project for site and building design and continued the agenda item with the following consensus comments: 1) Contemporary design of project is appropriate for the challenging transitional site; 2) Eliminate the inconsistencies between the drawings within the plan set, particularly the elevation renderings to the floor plans for the upper staircase located at the corner of Third and Shaver Streets; 3) Provide details showing the ground-floor stucco and upper wood siding; 4) Eliminate the landscaped area underneath the cantilever upper-story decks on the east elevation; 5) The project shall provide compliant required on-site parking; 6) Garage parking shall be reconfigured to eliminate the potential for parking spaces #5-7 to backout directly onto Shaver St.; 7) All bicycle parking shall be secured; 8) Widen the third-story corridor; 9) Landscape plan shall clearly identify all bioswales, confirm adequacy of plant species in bioswales, reduce vine species to one, provide additional details on "biofiltration sod", and eliminate the "drainage swale hydroseed" detail note.

On [February 19, 2020](#), the Board reviewed design revisions to the formal project and unanimously recommended approval of the site and building design, as presented (*4-0-2 vote; with Members Paul and Rege absent*).

Planning Commission Review and Action: On April 14, 2020, the Planning Commission (Commission) reviewed the project at virtual public hearing. The entire [April 14, 2020 Staff Report to the Planning Commission](#) with all Exhibits is provided. The approved project plans are included as [Exhibit 6](#).

Six (6) members of the public spoke in uniform opposition to the project. Their concerns included assertions that:

- The project is underparked and should be parked at two (2) on-site parking spaces per unit;
- While encouraged, the increase in bicycle parking is no substitute to replace vehicle parking;
- The project creates safe sight visibility issues;
- The construction of the project will negatively impact neighborhood parking; and
- There is a lack of available street parking on Shaver, Hayes and Latham St. because they have no time restrictions (unlike the recent changes along Third St.).

While the Commission preferred the project provide compliant parking (8 spaces), they ultimately determined the triangular-size site presented design challenges and the opportunity to create seven (7) Downtown units, including one (1) affordable housing unit and one (1) ADA-accessible unit, was too good to not approve.

In conclusion, the Commission unanimously approved the project (*6-0 vote*), including the Use Permit, Environmental and Design Review Permit and Variances, through the adoption of Planning Commission Resolution No. 20-12, subject to one additional condition of approval, requiring that all garage parking spaces shall be pre-wired to allow for future installation of Level 2 (240-volt) electric charging stations.

Within the five (5)-working day appeal period immediately following the Planning Commission's approval of the project, three (3) appeal letters were submitted to the City Clerk. Only one appeal letter (Exhibit 2) also included the required filing fee. The other two appeal letters have been included with the other public correspondence (Exhibit 4) received since the Planning Commission's approval of the project. The appeal letter raises three appeal points; the project will create traffic safety impacts, parking impacts within the neighborhood, and existing flooding issues in the neighborhood will increase as a result of the project.

Video proceedings of all three Board meetings and the one Planning Commission hearing on the project may be viewed at www.cityofsanrafael.org/meetings and then clicking on hearing body under "archived videos" section and navigating to the date of the meeting or hearing.

Project Description:

Use: The project proposes to construct a new 7-unit, 35'-tall, multifamily residential apartment building with understory garage parking and associated site landscape and drainage improvements. All of the proposed units are proposed as two-bedroom units, 807-899 sq. ft. in size, with the exception of the ground-floor ADA-accessible unit, which is proposed to a one-bedroom configuration and 806 sq. ft. in size. The project does not include a condominium map; therefore, the units would be rental. The existing development on the site, a single-family residence, is proposed to be demolished.

Planning Applications: The project requires the following Planning entitlements:

- An Environmental and Design Review Permit for the proposed new multifamily residential structure;
- A Use Permit for *Parking Modifications* to: 1) Reduce the parking requirement, from eight (8) to seven (7) on-site parking spaces, by eliminating guest parking; and 2) Increase the allowed compact parking ratio from 30% to 50% or from two (2) to four (4) compact parking spaces; and
- Variances to: 1) Reduce the required garage setback five feet (5'), from 20' to 15'; and 2) Reduce the required interior side setback, from five feet (5') to zero.

Affordability: One (1) of the units (0.6 units which rounded-up to nearest whole number, or 1 unit) is required to be affordable at the very-low income household level. This affordable housing requirement represents 16.7% affordability of the maximum allowable density (6 units). The provision of 16.7% affordability at the very low-income units qualifies the project for up to a 35% density bonus (resulting in up to 3 bonus units, 2.1 rounded up to 3) and up to three (3) concessions under the State Density Bonus law.

Although the project is eligible for up to 3 bonus units, the project proposes one (1) State Density Bonus unit. By providing the 16.7% affordability, the project is also eligible for up to 3 concessions. The project requests two (2) automatic concessions; 1) a 20% reduction in the required street side setback, from 10' to 8'; and 2) a 5% increase in the maximum lot coverage, from 60% (3,758 sq. ft.) to 65% (4,071 sq. ft.).

Site Plan: The new multifamily residential apartment building proposes a zero interior side yard setback, which sits adjacent to the surface parking lot of the neighboring AT&T office building. A 20'-wide driveway along the Shaver St. frontage is proposed to provide vehicular access to the understory garage. Secured long-term bicycle parking is also provided within the garage which exceeds the minimum required (from 2 to 6 bicycle parking spaces).

The project proposes to locate one (1) of the rental units on the ground-floor, behind the garage, and the remaining six (6) rental units evenly on the second floor (3 units) and third floor (3 units). The ground-floor unit is proposed to ADA-accessible. The six (6) upper-story units are proposed to be 2-bedroom configurations, 807-892 sq. ft. in size. The ADA-accessible unit is proposed to be a 1-bedroom configuration, 806 sq. ft. in size.

Architecture: The project proposes a contemporary architectural design featuring lots of glazing (including glass railings), multiple exterior textures (two colors of textured stucco, anodized windows without trim) and 'winged' roof forms with lots of skylights. The new building is proposed to follow the curvilinear shape of the Third St. frontage through a series of successive 2 - 5' stepbacks. In addition, the two upper stories are proposed to stepback from the ground-floor podium level to create common uncovered deck area along the Third St. frontage.

Landscaping: The project proposes 1,724 sq. ft. of landscaping, located primarily along the Third and Shaver St. frontages. The project proposes to remove a total of four (4) existing trees on the site. The Landscape Plan for the project proposes a combination of trees, shrubs, grasses, vines and groundcovers, including 6, 24"-box container size replacement trees planted predominantly along the Third St. frontage. The project also proposes to install 'green screens', vine-covered metal screens, at the podium level along both the Shaver St. and Third St. frontages.

Grading/Drainage: The project will include 443 sq. ft. of landscaped bioretention area along the Shaver St. frontage as a stormwater treatment measure.

APPEAL:

On April 16, 2020, a neighboring resident (Donni Uzarski) and her sister (Dale Wallis) filed a timely appeal within the 5 business day appeal period of the Planning Commission's April 14, 2020 approval of the project. Ms. Wallis submitted an appeal letter, separate from Ms. Uzarski's appeal letter, but cited the same points of appeal. Ms. Uzarski and Ms. Wallis later requested consolidation of their appeals as co-appellants. A third appeal letter was received by the City during the appeal period from Charles B. Wilson, however Mr. Wilson did not submit the required appeal filing fee, therefore, that appeal is not valid. Staff has included Mr. Wilson's appeal letter along with the other public correspondence received since the Planning Commission hearing (Attachment 5).

ANALYSIS:

A complete analysis of the project and its consistency with the General Plan and Zoning Ordinance and Design Guidelines is provided in the [April 14, 2020 - Planning Commission Staff Report, with Exhibits.](#)

The appeal letter (Attachment 2) lists three (3) points of appeal which are paraphrased by staff below in ***bold/italics*** and followed by staff's response.

Appeal Point #1 - The project approval will result in traffic safety impacts.

Response: The traffic safety impacts have been considered and found to be consistent with traffic safety standards. During the Preliminary Review of this project, the driveway exiting out of the site was proposed on Third St. This was flagged as an issue by the Public Works Traffic Division given the potential conflict of vehicles entering/exiting the site from Third St. and vehicle speeds and limited sight distance conditions along Third St. The project was later revised to the current proposal, by moving the driveway exclusively onto Shaver St.

The project is consistent with all applicable development standards within the HR1 District, subject to requested automatic concessions under the State Density Bonus law, *Parking Modifications*, and Variances. Some of the development standards for which the Variances were granted (reducing the street side yard and garage setbacks), could be related to safety. During the formal review of the project, sight distance and potential stacking/queuing of vehicles were considered by Department of Public Works staff, who determined that the project, as designed, was acceptable. This project further mitigates safety concerns by:

- Locating the driveway as far away from the intersection as practical, which allows for better visibility, and access to Shaver St. for navigating the intersection.
- Eliminating an existing secondary driveway curb cut along the Third St. elevation.
- Incorporating the means to turn around on-site into their design. With constrained dimensions, they were able to provide a parking configuration which will minimize conflicts and keep maneuvering on-site, rather than occurring on the street.

With these considerations, the applicant has worked with the Department of Public Works in developing an access and parking plan that meets both the project needs and traffic safety requirements. For further discussion, the applicant and their engineer may respond to detailed accommodations made in their design. The formal application and currently proposed plans were reviewed by the Department of Public Works, Traffic Division, and found to meet their engineering standards and are therefore recommended for approval.

On April 14, 2020, the Planning Commission reviewed, including the review and input of staff and public comments, and ultimately conditionally approved the project. The approval (Attachment 1) includes two conditions of approval that further reduce site distance and queuing impacts:

- Environmental and Design Review Permit Condition #39 – Requires confirmation on the building plans that the monument sign and landscaping located at the corner of Third and Shaver St. complies with the safe sight distance; and
- Environmental and Design Review Permit Condition #41 - Requires that any garage gate system include remote activation to prevent queuing onto Shaver St.

Furthermore, the project proposes the maximum density (6 units) allowed under the High Density Residential (HDR) General Plan land use designation and the High-Density Multifamily Residential (HR1) zoning district. General Plan 2020 Housing Policy H-14b (*Efficient Use of Multifamily Housing Sites*) requires approval of multifamily residential projects at the mid- to high-range of allowable density, which this project would attain. While the project site itself is not identified in the General Plan as a housing opportunity site, the adjacent parcel immediately north of the site (the AT&T office building located at 220 Shaver St.) is identified as a housing opportunity site.

Appeal Point #2 – *The project approval will result in parking impacts within the neighborhood.*

Response: The site is located Downtown, within the High-Density Multifamily Residential (HR1) zoning district. The Zoning Ordinance (San Rafael Municipal Code (SRMC) Chapter 14.18) identifies parking requirements for all uses within the City, including new multifamily residential development. The adopted parking standards for multifamily residential development within the Downtown, like this project, require the following parking:

- One parking space for each studio and 1-bedroom unit and 2-bedroom units less than 900 sq. ft. in size; plus
- One guest parking space for every five (5) units.

Therefore, eight onsite parking spaces are required (7 for units, and one for guest), while seven spaces have been proposed. The requested reduction in parking was to eliminate the one guest parking space required.

To support the reduction in required vehicle parking, the project proposes to increase bicycle parking, as is allowed by the Zoning Ordinance. The project is required to provide one (1) short-term bike rack with a capacity for two (2) bicycles. The project proposes to provide six (6) secured, long-term bicycle racks in the garage. Recently adopted amendments to the Zoning Ordinance (SRMC Section [14.18.090.D](#)) codified portions of the 2017 [Downtown Parking and Wayfinding Study](#) which allows excess bicycle parking to qualify for a reduction in vehicle parking. All requests for *Parking Modifications* require the review and recommendation of both the Community Development Director and the City Engineer, and the approval of the Planning Commission. The Community Development Director and the City Engineer support this request for *Parking Modification* to reduce the number of vehicle parking spaces, from eight (8) to seven (7) total parking spaces, in exchange for providing a surplus of bicycle parking in an area determined to have ample street parking in the vicinity of the site.

Guest parking functions as an intermittent use. The 2017 [Downtown Parking and Wayfinding study](#) identified that while parking in this area of downtown may be fairly well utilized, there remains some capacity for on street parking in and around this site. In addition, this development would eliminate an unused curb-cut on Third St., which will add back an on-street parking space.

Separate from this project, the City is in the process of developing plans for improvements on the entire Third St. corridor. These improvements are anticipated to improve the safety of traffic flow

and street parking along the corridor. With these improvements, street parking may be better utilized. During construction some temporary impacts may be necessary, however the applicant is required to develop a construction management plan to reduce these temporary impacts and coordinate with neighbors. Based on all of these factors, it is not anticipated that this project will add any impact to street parking that exceeds what would otherwise be permissible without the parking modification.

As discussed in Appeal Point #1 the applicant has developed a plan that allows vehicles to turn around on-site, which improves safety. In order to accommodate this and to meet other requirements, the number of compact spaces has increased. For reference, in the downtown area standard parking spaces are 18'. Many passenger vehicles are smaller than this dimension. Coordination among the residents or owner may be implemented to ensure that the spaces provided are distributed to meet the needs of the development. The applicant may be able to address this concern directly with a parking management plan on site.

Appeal Point #3 - Existing flooding issues in the neighborhood will increase as a result of the project.

Response: Localized flooding in this area (along with many parts of the City) may be observed when blockages to the storm drainage system occur. City streets maintenance staff frequently clear catch basins of leaves and other debris. However, these blockages can still occur when large rain events occur at the same time, during the fall when leaves drop from trees. City crews proactively monitor and clean catch basins throughout the City. To reduce the likelihood of these blockages, the public can also assist by performing regular maintenance of leaves collecting along their properties, to prevent them from reaching the drainage system and catch basins. City staff will continue to respond during rain events as well as provide preventative maintenance ahead of the fall/winter periods. If a blocked drain is observed, the community can contact the Department of Public Works.

With regard to this project, the formal project submittals included a Geotechnical Investigation Report (*Visha Consultants Inc., dated January 25, 2019; see Attachment 3*). Soil borings on the site encountered groundwater at 15' below the ground surface. Based on monitoring well data for sites located in the vicinity, a seasonal high groundwater table of 8' below ground surface is anticipated, though actual groundwater levels will fluctuate depending on yearly and seasonal rainfall variations. The geotechnical investigation report for the project determined that the subsurface groundwater will not affect the proposed grading and construction required for the project, provided recommendations presented in the report are implemented to earthwork and foundation design.

The project plans also include both a Drainage Plan (Sh. C-2) and a more detailed Drainage Management Plan (Sh. SD-1) which identify stormwater runoff (surface and roof) directed to landscaped bioretention areas for absorption prior to entering the City's stormwater drainage system. Any new development is required to meet stormwater treatment and retention requirements. Bioretention is identified to be incorporated into the landscaping plan. These requirements are uniformly applied to projects throughout the City. The specific details of the bioretention will be included as part of the building permit phase, however the sizing and location has been included on the entitlements to ensure that the necessary stormwater treatment and retention can be accommodated within the proposed design.

In addition, Shaver St. has a branch of the drainage system that connects to San Rafael Creek. A portion of the San Rafael Creek has been mapped by FEMA with a special flood hazard area along the creek according to the Flood Insurance Study. As part of the development standards required of

any development, the project is not allowed to increase runoff, and this is typically accomplished with bioretention. The applicant has proposed to include bioretention according to the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) standards. The performance of these facilities was analyzed by MCSTOPPP and it was determined that they meet requirements. Therefore, no additional analysis was required for this project.

Based on the above, the project complies with current flood hazard and storm water requirements and would contribute additional run off to the system.

COMMUNITY OUTREACH:

Notice of all public hearings on the project, including this appeal to the City Council, has been conducted in accordance with the public review period and noticing requirements contained in Chapter 14.29 of the San Rafael Municipal Code. All notices of public meeting or hearing on the project were mailed to all property owners and occupants within a 300-foot radius of the site and the representing neighborhood group (Federation of San Rafael Neighborhoods and the Downtown Business Improvement District) at least 15 days prior to each meeting or hearing. In addition, notice of each hearing was posted at the site, at the northeast corner of the Shaver Street and Third Street intersection, at least 15 days prior to each hearing. Copies of the public hearing notice and notification map for the City Council hearing are attached as Attachment 4.

All public comments received by staff on the project prior to the Planning Commission hearing are included as [Exhibits 7](#) and [Exhibit 8](#) of the April 14, 2020 Staff Report to the Planning Commission

All correspondence received after the Planning Commission hearing and part of this appeal are included as Attachment 5. Planning staff has received 84 public comments at the time of distribution of staff's report to the City Council. Some of these comments are from outside the immediate neighborhood of the project and some are from outside of San Rafael. A majority of these comments (83) are in opposition to the project and, generally, focus on the same concerns as those outlined in the appeal points (primarily traffic safety concerns and parking impact concerns, though also the assertion that the project is out of scale with adjacent residential neighborhood).

FISCAL IMPACT:

In accordance with the City's master fee schedule, the appellant was required to submit a \$350 appeal fee. This review and processing of this project is a private development and does not have a direct fiscal impact on the City budget. The planning review and processing of these applications is subject to 100% cost recovery fees, paid for by the applicant, including the appeal.

Construction of the project would generate building permit review and inspection fees, based on the valuation of the project, to be used to cover staff time to review the plans and inspect the project. The project will also be subject to required impact fees, including traffic mitigation fees. The project would generate five (5) new net peak hour vehicle trips, which would be subject to the payment of a Traffic Mitigation Fee of \$21,230 (5 x \$4,246/new peak hour traffic trip) to assist in funding needed off-site transportation improvements. All utility connections (sewer, water, gas/electric) will be constructed at the cost of the property owner. Further, all public improvements along the site frontages will be constructed at the cost of the property owner.

Once constructed, the project would also result in an increase to local property tax revenues, which would fund/offset costs of providing additional ongoing public services to the site occupants.

OPTIONS:

The City Council has the following options:

1. Adopt the Resolution denying the appeal and upholding the Planning Commission's conditional approval of the project (*Staff Recommendation*).
2. Adopt the Resolution denying the appeal and upholding the Planning Commission's approval of the project with modifications or additions to the conditions of approval.
3. Continue the matter and direct staff to return with additional information to address any comments or concerns of the Council.
4. Direct staff to return with a revised resolution granting the appeal and overturning the Planning Commission decision, thereby denying the project.

ATTACHMENTS:

1. Draft Resolution Denying Appeal and Upholding Planning Commission's Condition Approval
2. Letter of Appeal to City Council from Donni Uzarski and Dale Wallis, dated April 16, 2020
3. Geotechnical Investigation Report
4. Public Hearing Notice and Notification Map
5. Public Comments Received since Planning Commission hearing

[April 14, 2020 - Planning Commission Staff Report, with Exhibits](#)

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL DENYING AN APPEAL (AP20-001) AND UPHOLDING THE PLANNING COMMISSION'S APRIL 14, 2020 CONDITIONAL APPROVAL OF A USE PERMIT (UP19-013), AN ENVIRONMENTAL AND DESIGN REVIEW PERMIT (ED19-030) AND VARIANCES (V19-003) TO ALLOW THE CONSTRUCTION OF A NEW, 7-UNIT MULTIFAMILY RESIDENTIAL APARTMENT BUILDING WITH GARAGE PARKING SPACES AND ASSOCIATED SITE IMPROVEMENTS (GRADING, DRAINAGE AND LANDSCAPING) ON A 6,264 SQ. FT. DOWNTOWN LOT LOCATED AT 104 SHAVER ST. (APN: 011-254-40)

WHEREAS, On July 23, 2018, the applicant filed for Pre-Application to request preliminary feedback on this potential project. City Departments reviewed the preliminary project, conducted a Development Coordinating Committee (DCC) meeting to review all comments, provided written comments to the applicant on August 30, 2018 and conducted a follow-up meeting with the applicant to answer any follow-up questions from the Pre-application letter; and

WHEREAS, on December 14, 2018, as required by San Rafael Municipal Code (SRMC) Section 14.25.030 (B), the applicant filed for Conceptual Design Review to request preliminary design feedback from the Design Review Board (Board); and

WHEREAS, on February 5, 2019, the Board provided Conceptual Design Review comments on the project, which included: 1) Parking needs to be re-evaluated to eliminate conflict with access and compliant; 2) Explore encroaching into or eliminating the interior side yard setback in order to comply with the required minimum 10' street side setback; 3) Reduce paving within the street side setback to provide a more pedestrian scale; 4) Explore increasing the width of the staircase along the Shaver St. frontage and making it the primary entrance to the upper units while reducing the width of the staircase along the Third St. frontage and making it the secondary entrance; 5) Explore providing more storage for the units; and 6) Increase the use of landscape planters around the common outdoor areas on the podium level; and

WHEREAS, on April 25, 2019, formal project applications were submitted to the Community Development Department, Planning Division, requesting a Use Permit (UP19-013), an Environmental and Design Review Permit (ED19-030) and Variances (V19-003) for the current project; and

WHEREAS, the project proposes the maximum density allowed under the High Density Residential (HDR) General Plan land use designation and the High-Density Multifamily Residential (HR1) zoning district. General Plan 2020 Housing Policy H-14b (*Efficient Use of Multifamily Housing Sites*) requires approval of multifamily residential projects at the mid- to high-range of allowable density, which this project would attain. While the project site itself is not identified in the General Plan as a housing opportunity site, the adjacent parcel immediately north of the site (the AT&T telecommunications switching facility located at 220 Shaver St.) is identified as a housing opportunity site; and

WHEREAS, on December 17, 2019, the Board reviewed the formal project for site and building design and continued the agenda item with the following consensus comments: 1) Contemporary design of project is appropriate for the challenging transitional site; 2) Eliminate

the inconsistencies between the drawings within the plan set, particularly the elevation renderings to the floor plans for the upper staircase located at the corner of Third and Shaver Streets; 3) Provide details showing the ground-floor stucco and upper wood siding; 4) Eliminate the landscaped area underneath the cantilever upper-story decks on the east elevation; 5) The project shall provide compliant required on-site parking; 6) Garage parking shall be reconfigured to eliminate the potential for parking spaces #5-7 to backout directly onto Shaver St.; 7) All bicycle parking shall be secured; 8) Widen the third-story corridor; 9) Landscape plan shall clearly identify all bioswales, confirm adequacy of plant species in bioswales, reduce vine species to one, provide additional details on "biofiltration sod", and eliminate "drainage swale hydroseed" detail; and

WHEREAS, on February 19, 2020, the Board reviewed design revisions to the formal project and unanimously (4-0-2 vote; Paul and Rege absent) recommended approval of the site and building design, as presented; and

WHEREAS, on April 14, 2020, the San Rafael Planning Commission (Planning Commission) held a duly noticed hearing to consider Use Permit (UP19-013), Environmental and Design Review Permit (ED19-030) and Variance (V19-003) applications, and accepted and considered all oral and written public testimony and the written report of Planning staff; and

WHEREAS, on April 14, 2020, the Planning Commission unanimously adopted Resolution No. 20-12 (6-0 vote), approving the Use Permit (UP19-013), the Environmental and Design Review Permit (ED19-030) and the Variances (V19-003), subject to the addition of a condition of approval requiring that all garage parking spaces be pre-wired to allow for future installation of Level 2 (240-volt) electric charging stations (Condition 4, ED19-030); and

WHEREAS, on April 16, 2020, an appeal of the Planning Commission's action was filed by Donni Uzarski, a nearby resident, and her sister Dale Wallis, as co-appellants. The appeal letter raises three (3) appeal points: 1) the project will create traffic safety impacts; 2) the project will create parking impacts within the neighborhood; and 3) existing flooding issues in the neighborhood will increase as a result of the project; and

WHEREAS, on June 1, 2020, the City Council held a duly noticed public hearing to consider the Appeal (AP20-001), accepting and considering all oral and written public testimony and the written report of the Community Development Department Planning staff; and

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

WHEREAS, the City Council finds that Appeal Point #1 should not be sustained, as substantial evidence in the record shows that the project approval will not result in adverse traffic safety impacts, as follows:

1. The Department of Public Works, Traffic Division, staff has found that the project meets their engineering standards for traffic safety. During the Preliminary Review of this project, the driveway exiting out of the site was proposed on Third St. This was flagged as an issue by the Public Works Traffic Division given the potential conflict of vehicles entering/exiting the site from Third St. and vehicle speeds and limited sight distance conditions along 3rd St. The project was later revised to the current proposal, by moving the driveway exclusively onto Shaver St.

2. The project is also consistent with all applicable development standards within the HR1 zoning District, subject to requested automatic concessions under the State Density Bonus law, *Parking Modifications* and Variances. Some of the development standards for which the Variances were granted (reducing the street side yard and garage setbacks), could have potential safety implications; however, Department of Public Works staff considered sight distance and potential stacking/queuing of vehicles and determined that the project, as designed, meets traffic safety standards. This project further mitigates safety concerns by:
 - Locating the driveway as far away from the intersection as practical, which allows for better visibility, and access to Shaver St. for navigating the intersection;
 - Eliminating an existing secondary driveway curb cut along the Third St. elevation; and
 - Incorporating the means to turn around on-site into the design. With constrained dimensions, the applicants were able to provide a parking configuration which will minimize conflicts and keep maneuvering on-site, rather than occurring on the street.
3. On April 14, 2020, the Planning Commission reviewed and approved the project with the following two additional conditions that further reduce site distance and queuing impacts:
 - Environmental and Design Review Permit Condition #39 – Requires confirmation on the building plans that the monument sign and landscaping located at the corner of Third and Shaver St. complies with the safe sight distance; and
 - Environmental and Design Review Permit Condition #41 - Requires that any garage gate system include remote activation to prevent queuing onto Shaver St.

WHEREAS, the City Council finds that Appeal Point #2 should not be sustained, as substantial evidence in the record shows that the project approval will not result in adverse parking impacts within the neighborhood, as follows:

1. The site is located Downtown, within the High-Density Multifamily Residential (HR1) zoning district. San Rafael Municipal Code (SRMC) Chapter 14.18 identifies parking requirements for all uses within the City, including new multifamily residential development. The adopted parking standards for multifamily residential development within the Downtown, like this project, require the following parking:
 - One parking space for each studio and 1-bedroom unit and 2-bedroom units less than 900 sq. ft. in size; plus
 - One guest parking space for every five (5) units.

Therefore, eight onsite parking spaces are required (7 for units, and one for guest), while seven spaces have been proposed. The requested reduction in parking was to eliminate the one guest parking space required. To support the reduction in required vehicle parking, the project proposes to increase bicycle parking, as is allowed by the Zoning Ordinance, the project is required to provide one (1) short-term bike rack with a capacity for two (2) bicycles. The project proposes to provide six (6) secured, long-term bicycle racks in the garage. Recently adopted amendments to the Zoning Ordinance (SRMC Section [14.18.090.D](#)) codified portions of the 2017 [Downtown Parking and](#)

[Wayfinding Study](#) which allows excess bicycle parking to qualify the project for a reduction in vehicle parking. The requested parking modification has been approved by the Community Development Director, the City Engineer, and the Planning Commission in view of the provision of a surplus of bicycle parking in an area determined to have ample street parking in the vicinity of the site.

2. Guest parking functions as an intermittent use. The 2017 [Downtown Parking and Wayfinding study](#) identified that while parking in this area of downtown may be fairly well utilized, there remains some capacity of on street parking in and around this site. In addition, this development would eliminate an unused curb-cut on Third St., which will add back an on-street parking space.
3. Separate from this project, the City is in the process of developing plans for improvements on the entire Third St. corridor. These improvements are anticipated to improve the safety of traffic flow and street parking along the corridor. With these improvements, street parking may be better utilized. During construction some temporary impacts may be necessary, however the applicant is required to develop a construction management plan to reduce these temporary impacts and coordinate with neighbors. It is not anticipated that this project will add any impact to street parking that exceed what would otherwise be permissible without the parking modification.
4. The applicant has developed a plan that allows vehicles to turn around on-site, which improves safety. In order to accommodate this and to meet other requirements, the number of compact spaces has increased. For reference, in the downtown area standard parking spaces are 18'. Many passenger vehicles are smaller than this dimension. Coordination among the residents or owner may be implemented to ensure that the spaces provided are distributed to meet the needs of the development. The applicant may be able to address this concern directly with a parking management plan on site.

WHEREAS, the City Council finds that Appeal Point #3 should not be sustained, as substantial evidence in the record shows that the project complies with current flood hazard and storm water requirements and project approval will not result in an increase in flooding issues in the neighborhood, as follows:

1. The Geotechnical Investigation Report by Visha Consultants Inc. dated January 25, 2019 submitted in support of this application indicates that soil borings on the site encountered groundwater at 15' below the ground surface. Based on monitoring well data for sites located in the vicinity, a seasonal high groundwater table of 8' below ground surface is anticipated, though actual groundwater levels will fluctuate depending on yearly and seasonal rainfall variations. The report determined that the subsurface groundwater will not affect the proposed grading and construction required for the project, provided recommendations presented in the report are implemented to earthwork and foundation design.
2. The project plans also include both a Drainage Plan (Sh. C-2) and a more detailed Drainage Management Plan (Sh. SD-1) which identify stormwater runoff (surface and roof) directed to landscaped bioretention areas for absorption prior to entering the City's stormwater drainage system. Any new development is required to meet stormwater treatment and retention requirements. Bioretention is identified to be incorporated into the landscaping plan. These requirements are uniformly applied to projects throughout

the City. The specific details of the bioretention will be included as part of the building permit phase, however the sizing and location has been included on the entitlements to ensure that the necessary stormwater treatment and retention can be accommodated within the proposed design.

3. Shaver St. has a branch of the drainage system that connects to San Rafael Creek. A portion of the San Rafael Creek has been mapped by FEMA with a special flood hazard area along the creek according to the Flood Insurance Study. As part of the development standards required of any development, the project is not allowed to increase runoff, and this is typically accomplished with bioretention. The applicant has proposed to include bioretention according to the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) standards. The performance of these facilities was analyzed by MCSTOPPP and it was determined that they meet requirements. Therefore, no additional analysis was required for this project.
4. Localized flooding in this area (along with many parts of the City) may be observed when blockages to the storm drainage system occur. City streets maintenance staff frequently clear catch basins of leaves and other debris. However, these blockages can still occur when large rain events occur at the same time, during the fall when leaves drop from trees. City staff will continue to respond during rain events as well as provide preventative maintenance ahead of the fall/winter periods. If a blocked drain is observed, the community can contact the Department of Public Works.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby denies the Appeal (AP20-001) and upholds the Planning Commission's April 14, 2020 conditional approval of the Use Permit (UP19-013), Environmental and Design Review Permit (ED19-030) and Variances (V19-003), which allows the construction of a new 7-unit, multifamily residential apartment building with garage parking and associated site improvements, including minor grading, drainage and landscaping, on a Downtown parcel located at 104 Shaver St., based on the following findings:

Use Permit (UP19-013) Findings

- A. The proposed new multifamily residential development with *Parking Modifications* to reduce required parking from eight (8) to seven (7) spaces and to increase the percentage of allowable compact parking from 30% (2 spaces) to 50% (4 spaces), as revised and conditioned, will be in accord with the San Rafael General Plan 2020, the objectives of Title 14 of the San Rafael Municipal Code (*the Zoning Ordinance*) and the purposes of the High -Density Multifamily Residential (HR1) District, in which the project site is located, given that;
 1. As documented in the General Plan 2020 Consistency Table ([Exhibit 3](#); 4/14/20 Planning Commission Staff Report) the proposed project will implement and promote the goals and policies of the San Rafael General Plan 2020;
 2. As documented in the Zoning Ordinance Consistency Table ([Exhibit 4](#); 4/14/20 Planning Commission Staff Report) the proposed project will be consistent with the objectives of the Zoning Ordinance; and
 3. The proposed project will be consistent with the purposes of the HR1 District, given that; a) The project will provide for high-density residential development in the HR1 District, a high-density residential zoning district; b) The project will

provide a wide variety of housing opportunities in terms of housing type (market-rate, ADA-accessible and affordable residential 'rental' units) and sizes (1-bedroom unit 806 sq. ft. in size and 2-bedroom units 807- 899 sq. ft. in size), c) The project will help promote San Rafael's Downtown area as a viable commercial and financial center, and as an urban center with a mixture of civic, social, entertainment, cultural and residential uses due to its unique location in the Downtown (one block south of Fourth St.); future residents are anticipated to frequent existing and future businesses in the Downtown and help achieve the City's goal of 'alive-after-five' by helping to activate the Downtown in the evenings and on weekends; d) The project will help create an inviting appearance along both the Third St. and Shaver St. frontages by installing new street trees and landscaped setbacks; e) The project has been reviewed by the appropriate City department and non-city agencies and determined that adequate infrastructure exists to meet all new service demands; and f) On February 19, 2020, the Design Review Board reviewed and recommended approval of the project, determining the project design will protect and enhance the existing land use development pattern and character within the immediate surrounding neighborhood, which is a mixture of high-density multifamily residential to the south, commercial to the north and east and duplex residential to the west.

- B. The proposed new multifamily residential development with *Parking Modifications* to reduce required parking from eight (8) to seven (7) spaces and to increase the percentage of allowable compact parking from 30% (2 spaces) to 50% (4 spaces), as revised and conditioned, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity, or to the general welfare of the City, given that; the project has been reviewed by appropriate City departments, non-City agencies, the appropriate surrounding neighborhood groups (Downtown Business Improvement District, and Federation of San Rafael Neighborhoods), interested parties, the Design Review Board at three (3) separate meetings (conceptual review on February 5, 2019 and formal project review on December 17, 2019 and February 19, 2020) and conditions of approval have been included to mitigate any potential negative impacts anticipated to be generated by the proposed project;

Both the Public Works and Community Development Directors support the *Parking Modification* to reduce required parking, give that; bicycle parking will be increased (from 2 to 6 secured/garage bicycle parking spaces) and the area surrounding the project site has been determined to have ample street parking beyond Shaver St. and Latham St.;

Both the Public Works and Community Development Directors also support the *Parking Modification* to increase the percentage of compact parking for the project, from a maximum of 30% (2 spaces) to 50% (4 spaces) to help provide greater maneuverability within the garage area; and

- C. The proposed new multifamily residential development with *Parking Modifications* to reduce required parking from eight (8) to seven (7) spaces and to increase the percentage of allowable compact parking from 30% (2 spaces) to 50% (4 spaces), as revised and conditioned, will comply with each of the applicable provisions of the Zoning Ordinance, given that; as documented in the Zoning Ordinance Consistency Table ([Exhibit 4](#); 4/14/20 Planning Commission Staff Report).

**Environmental and Design Review Permit (ED19-030)
Findings**

- A. The project design, as revised and conditioned, will be in accordance with the San Rafael General Plan 2020, the objectives of Title 14 of the San Rafael Municipal Code (*the Zoning Ordinance*) and the purposes of Chapter 25 of the Zoning Ordinance (*Environmental and Design Review Permits*), given that;
1. As documented in the General Plan 2020 Consistency Table ([Exhibit 3](#); 4/14/20 Planning Commission Staff Report), the proposed project will implement and promote the goals and policies of the San Rafael General Plan 2020;
 2. As documented in the Zoning Ordinance Consistency Table ([Exhibit 4](#); 4/14/20 Planning Commission Staff Report), the proposed project will be consistent with the objectives of the Zoning Ordinance; and
 3. The proposed project will be consistent with the purposes of Environmental and Design Review Permits, given that; the project will maintain and improve the quality of, and relationship between, development and the surrounding area to contribute to the attractiveness of the City, as determined during the review of the project by the Board during three (3) separate meetings (conceptual review on February 5, 2019 and formal design review on December 17, 2019 and February 19, 2020). On February 19, 2020, the Board unanimously recommended approval of the site and building design, as revised and presented.
- B. The project design, as revised and conditioned, is consistent with all applicable site, architecture and landscaping design criteria and guidelines for the High-Density Residential (HR1) District in which the project site is located, given that;
1. The project will be consistent with the maximum allowable density for the site, which is 6 units based on 6,264 sq. ft. of total lot area, subject to a request for an automatic density bonuses under the State Density Bonus law after meeting mandatory affordable housing requirements (By providing 1 affordable rental unit, the project is eligible for up to 3 bonus density units. The project proposes 1 density bonus unit);
 2. The project will be consistent with the maximum height allowed (Uniform Building Code 1997) for the project site, which is 36' (The project proposes a 35' building height);
 3. The project will be consistent with the minimum required front yard setback, which is 15' front (Shaver St. frontage);
 4. The project will be consistent with the minimum required street side yard setback (Third St. frontage), subject to the approval of a requested setback reduction as an automatic concession under the State Density Bonus law after meeting mandatory affordable housing requirements (reduced from 10' to 8');
 5. The project will be consistent with the minimum required interior side yard setback (shared with the commercial office at 220 Shaver St.), subject to the approval of a requested setback reduction as a Variance (reduced from 5' to zero or 0') and separate findings have been made below;
 6. The project will be consistent with the minimum required garage setback (Shaver St.), subject to the approval of a requested setback reduction as a Variance (reduced from 20' to 15') and separate findings have been made below;

7. The project will be consistent with the maximum allowable lot coverage, subject to the approval of a requested increase in lot coverage as an automatic concession under the State Density Bonus law after meeting mandatory affordable housing requirements (increased from 60% to 65%);
 8. The project will be consistent with the minimum landscaping requirement for the project site, which is 50% of the required front and street side yards (The project proposes 489 sq. ft. of required front yard landscaping where 466 sq. ft. is required and 1,031 sq. ft. of required street side yard landscaping where 627 sq. ft. is required);
 9. The project will provide 1,552 sq. ft. of private and common outdoor recreational area or an average of 212.7 sq. ft. of outdoor recreational area per unit where a minimum of 700 sq. ft. or an average of 100 sq. ft. is required;
 10. The project will be consistent with the parking requirement, subject to the approval of a requested *Parking Modification*, to reduce the required parking from 8 to 7 on-site parking spaces by elimination of the required (1 space) guest parking and separate findings have been made above;
 11. The project will be consistent with the compact parking space requirement, subject to the approval of a requested *Parking Modification*, to increase the percentage of compact parking spaces from a maximum of 30% to 50% (increased from 2 to 4 compact spaces) and separate findings have been made above;
 12. The provisions of Marin Municipal Water District's (MMWD) most recent water conservation and new 'graywater' requirements apply to the project, where MMWD approval is required prior to the issuance of any building or grading permit; and
 13. The proposed project will be consistent with review criteria for Environmental and Design Review Permits (*Chapter 14.25 of the Zoning Ordinance*), by proposing a consistent, high-quality architectural design (colors and materials; scale; bulk and mass; fenestration and articulation) throughout the project site.
- C. The project design, as revised and conditioned, minimizes adverse environmental impacts, given that;
1. The project design includes storm water retention areas or 'bioswales' which will have the effect of creating a 'no net change' in the rate of storm water drainage on the project site, as determined and recommended for approval by the City Engineer after reviewing submitted drainage plans for the project;
 2. The project site is already significantly developed and disturbed and neither contains, nor is immediately contiguous to, recognizable wetlands, creeks or similarly sensitive environmental features, and it has not been identified in the San Rafael General Plan 2020 (*Exhibit 38 – Threatened and Endangered Species*) as a general location where threatened and endangered species have been previously observed or maintain a suitable habitat for their likely presence to be found; and
 3. The project is exempt from CEQA pursuant to CEQA Guidelines Section 15332 (In-Fill Development Projects), as determined by staff (see determination below).
- D. The project design, as revised and conditioned, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity, or to the general welfare of the City, given that; the project has been reviewed by appropriate City departments, non-City agencies, the appropriate surrounding

neighborhood groups (Federation of San Rafael Neighborhoods and Downtown Business Improvement District), interested parties, and the Design Review Board during three (3) separate meetings (conceptual review on February 5, 2019 and formal design review on December 17, 2019 and February 19, 2020). On February 19, 2020, the Board unanimously recommended approval of the site and building design, as revised and presented.

**Variance (V19-003)
Findings**

- A. Because of special circumstances are applicable to the site, including size, shape, topography, location or surroundings, strict application of the side yard setback requirements and retaining wall height deprives the properties of privileges enjoyed by other properties in the vicinity and within the same High-Density Multifamily Residential (HR1) District, given that: the site is a triangular-shaped corner lot (Third St. and Shaver St.) which eliminates the rear yard and has an average width of 48' where a minimum 60' lot width is required. These inherent lot characteristics significantly impact site design;
- B. The Variance will not constitute a grant of special privileges inconsistent with development limitations on other properties in the vicinity and within the same HR1 District, given that: there exist multiple lots in the vicinity of the site, within the same city block and within the same HR1 District zoning designation, which have similar existing legal nonconforming development encroachments into the required yard setbacks, including, but not limited to, 103, 105, 107, 109, 111-117, and 220 Shaver St. and the existing single-family residence located on the project site;
- C. Granting the Variance does not authorize a use or activity which is not otherwise expressly authorized in the HR1 District in which the site is located, given that. 1) Multifamily residential land use is permitted by right in the HR1 District; and 2) The project will essentially continue the existing interior side yard setback encroachment, from the existing single-family residence constructed on the project site; and
- D. Granting the Variance will not be detrimental or injurious to property or improvements in the vicinity of the site, or to the public health, safety or general welfare, given that; 1) The project will be compliant with the required front yard setback (15') and street side setback, to subject to the approval of a requested setback reduction as an automatic concession under the State Density Bonus law after meeting mandatory affordable housing requirements (reduced from 10' to 8'); 2) The project will be compliant with the required safe sight distance/vision triangle (15') for the driveway along Shaver St., subject to final review of the landscape plan by the City Engineer; 3) The project will not negatively impact the use or enjoyment of the existing, active outdoor recreation areas, or solar access, on the immediate adjacent property at 220 Shaver St., which is setback approximately 75' from the common interior side property line; and 4) The project has been reviewed by the appropriate City departments and non-city agencies, including the Chief Building Official and the Deputy Fire Chief, who have recommended approval of the project after determining the project design complies with all applicable building and fire codes.

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

Pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15061, the proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15332 (In-Fill Development Projects). A Class 32 categorical exemption under the CEQA Guidelines applies to this in-fill development project by meeting specific criteria listed below:

- a) The project is consistent with all applicable General Plan and policies and Zoning Ordinance regulations as documented by the attached consistency tables (see Exhibits 3 and 4);
- b) The proposed development is located within the city limits on a project site no more than five (5) acres substantially surrounded by urban uses given that the project site is 6,264 sq. ft. (0.13 acre) in area. The project site is located within the jurisdictional boundaries of the City of San Rafael and is surrounded by urban development;
- c) The project site has no value as habitat for endangered, rare or threatened species given that the project site, and all of Downtown, is not identified in the General Plan (Conservation Element; Exhibit 38, "Threatened and Endangered Species" map) as containing suitable or critical habitat to sustain threatened and endangered species;
- d) Approval of the project would not result in any significant impacts to traffic, noise, air quality or water quality given that appropriate studies were conducted, submitted and reviewed by the appropriate city departments. The results are that no significant impacts would result from the project which cannot be mitigated with standard conditions of approvals
- e) The project site can be adequately served by all required utilities and public services given that the site is currently served, and will continue to be served, by City services and non-city agency service providers and the applicable service providers have indicated, through design or conditions, support for the project.

BE IT FURTHER RESOLVED, that the City Council upholds the Planning Commission's April 14, 2020 conditional approval of the Use Permit (UP19-013), Environmental and Design Review Permit (ED19-030 and Variances (V19-003), which allows the construction of a new 7-unit, multifamily residential apartment building with garage parking and associated site improvements, including minor grading, drainage and landscaping, on a Downtown parcel located at 104 Shaver St., subject to the following conditions of approval:

**Use Permit (UP19-013)
Conditions of Approval**

General and On-Going

Community Development Department, Planning Division

1. This Use Permit approves a *Parking Modification* to allow the elimination of guest parking (1 space) and the reduction in total required on-site parking, from eight (8) parking spaces to seven (7) parking spaces.
2. This Use Permit approves a *Parking Modification* to allow the increase in percentage of compact parking spaces for the project, from 30% (2 spaces) to 50% (4 spaces).

3. This Use Permit does not allow the subsequent conversion of the approved residential 'rental' units or apartments without a separate Tentative Map application submittal to the Community Development Department, Planning Division, in compliance with Subdivision Ordinance (currently Sections 15.02.02 - .04 of the SRMC), and review and approval by the Planning Commission. It is strongly recommended that Tentative Map approval be obtained prior to Building Permit issuance for the project. A Tentative Map application shall also require submittal to amend this Use Permit and the Environmental and Design Review Permit (ED19-030) for the project
4. This Use Permit shall run with the land and shall remain valid regardless of any change- of ownership of the project site, subject to these conditions. This Use Permit will fully vest once a building/grading permit is issued and 'substantial construction' is commenced or a time extension request is submitted to the City's Community Development Department, Planning Division, **within two (2) years** of original approval, or **by June 1, 2022** ('Substantial construction' is defined as the pouring of all required foundations and the installation of vertical components, such as exterior walls). Failure to obtain a grading/building permit and commence 'substantial construction' or submit a time extension request by the specified date will result in the expiration of this Use Permit.
5. This Use Permit shall run concurrently with the Environmental and Design Review Permit (ED19-030) and Variance (V19-003) approvals. If the Environmental and Design Review Permit and Variance approvals expire, this Use Permit approval shall also expire and become invalid.

**Environmental and Design Review Permit (ED19-030)
Conditions of Approval**

General and On-Going

Community Development Department, Planning Division

1. The building techniques, colors, materials, elevations and appearance of the project, as presented to the Planning Commission at their April 14, 2020 hearing, and on file with the Community Development Department, Planning Division, shall be the same as submitted for building permits, subject to these conditions. Minor modifications or revisions to the project shall be subject to review and approval of the Community Development Department, Planning Division. Further modifications deemed not minor by the Community Development Director shall require review and approval by the original decision-making body, the Planning Commission and may require review and recommendation by the City's Design Review Board.
2. The approved colors for the project are a combination of smooth stucco finish (Dryvit Natural White 103, Freestyle and Dryvit Mountain Fog 132, Freestyle) along the ground-floor base and clerestory and tongue-and-groove horizontal wood siding (Thermory Ash Cladding C20, ¾" thickness) along the upper stories. Black composition roof singles (CertainTeed Landmark Designer "More Black") and dark bronze anodized casement and sliding window, door and roof flashing are also approved. Any future modification to the color palette shall be subject to review and approval by the Planning Division and those modifications not deemed minor shall be referred to the Design Review Board for review and recommendation prior to approval by the Planning Division.

3. This Environmental and Design Review Permit approves the demolition of one (1) single-family residence on the site and the construction of a new 7-unit, multifamily 'rental' residential building with ground-floor garage parking and associated site improvements (drainage and landscaping).
4. All garage parking spaces shall be pre-wired to allow for future installation of Level 2 (240-volt) electric charging stations.
5. All 'off-haul' of excavation, delivery of materials and delivery/pick-up of construction equipment shall occur during off-peak weekday hours, between 9:00 a.m. and 4:00 p.m., Monday through Friday only.
6. Consistent with the standard noise ordinance requirements for construction (SRMC Chapter 8.13), all grading and construction activities shall be limited to 7 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 6 p.m., Saturdays. All grading and construction activities are strictly prohibited on Sundays and State- or federally-recognized holidays.
7. Final landscape and irrigation plans for the project shall comply with the provisions of Marin Municipal Water District's (MMWD) most recent water conservation ordinance and graywater recycling system requirements. Construction plans submitted for issuance of building/grading permit shall be pre-approved by MMWD and stamped as approved by MMWD or include a letter from MMWD approving the final landscape and irrigation plans. Modifications to the final landscape and irrigation plans, as required by MMWD, shall be subject to review and approval of the Community Development Department, Planning Division.
8. All new landscaping shall be irrigated with an automatic drip system and maintained in a healthy and thriving condition, free of weeds and debris, at all times. Any dying or dead landscaping shall be replaced in a timely fashion.
9. All site improvements, including but not limited to the site lighting, hardscape, and fencing/gates shall be maintained in good, undamaged condition at all times. Any damaged improvements shall be replaced in a timely manner.
10. The site shall be kept free of litter and garbage. Any trash, junk or damaged materials that are accumulated on the site shall be removed and disposed of in a timely manner.
11. All public streets and sidewalks and on-site streets which are privately owned that are impacted by the grading and construction operation for the project shall be kept clean and free of debris at all times. The general contractor shall sweep the nearest street and sidewalk adjacent to the site on a daily basis unless conditions require greater frequency of sweeping.
12. All submitted building permit plan sets shall include a plan sheet incorporating these conditions of approval.
13. If archaeological or cultural resources are accidentally discovered during excavation/grading activities, all work will stop within 100 feet of the resource and the qualified archaeologist will be notified immediately. The qualified archaeologist will contact Federated Indians of Graton Rancheria (FIGR) and the Planning Division and coordinate the appropriate evaluation of the find and implement any additional treatment or protection, if required. No

work shall occur in the vicinity until approved by the qualified archaeologist, FIGR and Planning staff. Prehistoric resources that may be identified include, but shall not be limited to, concentrations of stone tools and manufacturing debris made of obsidian, basalt and other stone materials, milling equipment such as bedrock mortars, portable mortars and pestles and locally darkened soils (midden) that may contain dietary remains such as shell and bone, as well as human remains. Historic resources that may be identified include, but are not limited to, small cemeteries or burial plots, structural foundations, cabin pads, cans with soldered seams or tops, or bottles or fragments or clear and colored glass.

14. If human remains are encountered (or suspended) during any project-related activity, all work will halt within 100 feet of the project and the County Coroner will be contacted to evaluate the situation. If the County Coroner determines that the human remains are of Native American origin, the County Coroner shall notify FIGR within 24-hours of such identification who will work with Planning staff to determine the proper treatment of the remains. No work shall occur in the vicinity without approval from Planning staff.
15. Applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities ("indemnities"), the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of any environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the applicant, third parties and the indemnities, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the indemnities.
16. In the event that any claim, action or proceeding as described above is brought, the City shall promptly notify the applicant of any such claim, action or proceeding, and the City will cooperate fully in the defense of such claim, action, or proceeding. In the event the applicant is required to defend the City in connection with any said claim, action or proceeding, the City shall retain the right to: 1) approve the counsel to so defend the City; 2) approve all significant decisions concerning the manner in which the defense is conducted; and 3) approve any and all settlements, which approval shall not be unreasonably withheld. Nothing herein shall prohibit the City from participating in the defense of any claim, action or proceeding, provided that if the City chooses to have counsel of its own to defend any claim, action or proceeding where applicant already has retained counsel to defend the City in such matters, the fees and the expenses of the counsel selected by the City shall be paid by the City.
17. As a condition of this application, applicant agrees to be responsible for the payment of all City Attorney expenses and costs, both for City staff attorneys and outside attorney consultants retained by the City, associated with the reviewing, processing and implementing of the land use approval and related conditions of such approval. City Attorney expenses shall be based on the rates established from time to time by the City Finance Director to cover staff attorney salaries, benefits, and overhead, plus the actual fees and expenses of any attorney consultants retained by the City. Applicant shall reimburse the City for City Attorney expenses and costs within thirty (30) days following billing of same by the City.

18. This Environmental and Design Review Permit shall run with the land and shall remain valid regardless of any change of ownership of the project site, subject to these conditions. This Environmental and Design Review Permit will fully vest once a building/grading permit is issued and 'substantial construction' is commenced or a time extension request is submitted to the City's Community Development Department, Planning Division, **within two (2) years** of original approval, or **by June 1, 2022** ('Substantial construction' is defined as the pouring of all required foundations and the installation of vertical components, such as exterior walls). Failure to obtain a grading/building permit and commence 'substantial construction, or failure to obtain a time extension within the two-year period, will result in the expiration of this Environmental and Design Review Permit.
19. This Environmental and Design Review Permit shall run concurrently with the Use Permit (UP19-013) and Variance (V19-003) approvals. If the Environmental and Design Review Permit expires, the Use Permit and Variance approvals shall also expire and become invalid.

Prior to Issuance of Demolition Permits

Community Development Department, Building Division

20. Prior to issuance of a demolition permit, the project sponsor shall submit verification that the requirements of the Bay Area Air Quality Management District (BAAQMD) have been met and necessary permits have been issued for demolition of the existing buildings.
21. Prior to the issuance of a demolition permit, the applicant shall submit written verification from a pest control consultant indicating that the project site has been serviced to eliminate rodents.
22. Any demolition of existing structures will require a permit. Submittal shall include three (3) copies of the site plan, asbestos certification and PG&E disconnect notices. Also, application must be made to the Bay Area Air Quality Management District prior to obtaining the permit and beginning work.

Public Works Department

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

Prior to Issuance of Grading/Building Permits

Community Development Department, Planning Division

26. To reduce potential temporary construction and grading noise impacts on the project site to meet the City's 90 dBA noise limit, the applicant shall demonstrate to the satisfaction of the

Community Development Department, Planning Division, that the project complies with the following:

- A. Construction contracts specify that all construction and grading equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other State-required noise attenuation devices.
 - B. Property owners and occupants located within 250 feet of the project boundary shall be sent a notice, at least 15-days prior to commencement of construction or grading of each phase, regarding the construction or grading schedule of the project. A sign, legible at a distance of 50 feet (50') shall also be posted at the project site. All notices and signs shall be reviewed and approved the Community Development Director (or designee), prior to mailing or posting and shall indicate the dates and duration of construction or grading activities, as well as provide a contact name and a telephone number where residents and business owners can inquire about the construction or grading process and register complaints.
 - C. The General Contractor shall provide evidence that a construction staff member would be designated as a Noise Disturbance Coordinator and would be present on-site during construction or grading activities. The Noise Disturbance Coordinator shall be responsible for responding to any local complaints about construction or grading noise. When a complaint is received, the Noise Disturbance Coordinator shall notify the Community Development Department, Planning Division, within 24-hours of the complaint and determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the Community Development Director (or designee). All notices that are sent to residential units and business owners immediately surrounding the project site and all signed posted at the project site shall include the contact name and telephone number for the Noise Disturbance Coordinator.
 - D. The applicant shall demonstrate to the satisfaction of the Community Development Director (or designee) that construction and grading noise reduction methods shall be used where feasible. These reduction methods include shutting-off idling equipment, installing temporary acoustic barriers around stationary construction and grading noise sources, maximizing the distance between construction and grading staging areas and occupied residential and commercial areas, and electric air compressors and similar power tools.
 - E. Construction and excavation/grading off-haul truck routes shall be designed to avoid noise sensitive uses (e.g., residences, assisted senior living facilities, hospitals, etc.) to the greatest extent feasible.
 - F. During construction and grading, stationary equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
27. The project sponsor shall inform the contractor, general contractor or site supervisor of these requirements and shall be responsible for informing subcontractors of these requirements and for implementing these measures on the site.

28. Any outstanding Planning Division application processing fees shall be paid prior to grading or building permit issuance.
29. All mechanical equipment (i.e., air conditioning units, meters and transformers) and appurtenances not entirely enclosed within the building shall be fully-screened from public view. The method used to accomplish the screening shall be indicated on the building plans and approved by the Planning Division.
30. An acoustical study, by a qualified (licensed) acoustical engineer, shall be submitted to the Community Development Department, Planning Division, for review and approval with recommendations on window, balcony door, and exterior wall STC rating requirements to comply with acceptable interior noise levels (40 dBA in bedrooms and 45 dBA in all other rooms) and outdoor common areas (60 dBA) adopted by the City. This acoustical study also shall review any alternate means of achieving outdoor air and confirm that any mechanical ventilation system will not compromise the noise reduction provided by the recommended window, balcony door and wall assemblies. The construction drawings for the project shall incorporate all measures identified in the acoustical study to mitigate ambient noise impacts.
31. A Lighting Plan/Photometric study shall be submitted for review and approval with the Building Permit plans and shall provide the following illumination levels: a) A minimum of one (1) foot candle at ground level overlap at all exterior doorways and throughout the vehicle parking area; b) A minimum of one-half (1/2) foot candle at ground level overlap on all outdoor pedestrian walkways and common areas; and c) A maximum one (1) foot candle at ground level overlap at all property lines.
32. A Construction Management Plan (CMP) shall be prepared and submitted to the Community Development Department, Planning Division, for review and approval of both Community Development Department and Department of Public Works. The CMP shall include
 - a. Projected schedule of work,
 - b. Projected daily construction truck trips,
 - c. Proposed construction truck route, location of material staging areas,
 - d. Location of construction trailers, location of construction worker parking,
 - e. Designated contact information for contractor and property owner to be posted on site in case of noise or other construction-related activities.
 - f. Statement that the project shall conform to the City's Noise Ordinance (Chapter 8.13 of the San Rafael Municipal Code),
 - g. Statement that no construction truck traffic shall encroach into any of the surrounding residential neighborhood streets at any time, and
 - h. Statement that the existing roadway conditions on Third St. and Shaver St. shall be memorialized on digital recording format prior to the start of construction and that the project sponsor shall be required to repair any roadway damage created by the additional construction truck traffic.
 - i. In the event that the CMP is conflicting with any conditions imposed by the grading permit for the project, the more restrictive language or conditions shall prevail.
33. The project shall mitigate potential air quality impacts associated with construction and grading activities by preparing and submitting a Dust Control Plan to the City of San Rafael Community Development Department for review and approval. This Dust Control Plan shall implement BAAQMD (Bay Area Air Quality Management District) established standard

measures (*Basic Construction Mitigation Measures*) for reducing fugitive dust emissions, including but not limited to:

- All exposed surfaces (e.g., parking areas, staging areas soil piles, graded areas and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.
- Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure; Title 13, Section 2485 of California Code of Regulations (CCR)). Clear signage shall be provided for grading and construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

34. The Project sponsor shall inform the contractor, general contractor or site supervisor of these requirements and shall be responsible for informing subcontractors of these requirements and for implementing these measures on the site.

35. A dust control / noise control coordinator shall be designated for the Project.

- a. A publicly visible sign shall be posted on the site with the telephone number and the name of person regarding dust or construction complaints. This person shall be the applicant or contractor team and shall have the authority to take corrective action. The coordinator shall respond to any complaints and take corrective action within 48 hours of receipt. The BAAQMD phone number and City of San Rafael phone numbers shall also be visible to ensure compliance with applicable regulations.
- b. Prior to issuance of the building permit, the form, design and content of the sign shall be reviewed and approved by the Planning Division.

36. The project shall comply with the City's affordable housing requirement with State Density Bonus (currently Section 14.16.030 of the SRMC) by providing a minimum of one (1) affordable housing unit(s) at the very low-income household level. The project sponsor is required to enter into a BMR (below market rate) agreement with Marin Housing Authority (MHA), deed-restricting the income level for occupancy of the affordable unit(s), and obtain City Council approval of the BMR agreement. The configuration of the BMR unit(s) shall reflect the generally configuration of the project by providing one (1) 2-bedroom BMR unit(s). This BMR unit may 'float' throughout the building on a yearly basis since the project provides "rental" units. The BMR unit(s) shall be comparable in size, finishes and unit mixture to the market rate units. By complying with the City's affordable housing requirement, the project is approved for two (2) concessions under the State Density Bonus

law: 1) An increase in maximum lot coverage, from 60% to 65%; and 2) A decrease in the required street side setback, from 10' to 8'.

Department of Public Works

37. Show the proposed grading on the construction drawings, including cut and fill amounts. For projects with earthwork of 50 CYDS (cubic yards) or more, a grading permit shall be required from the Department of Public Works (111 Morphew St.). Any grading permit submittal shall include a site-specific erosion and sediment control plan
38. The project is proposed as a new apartment building. However, if subdivision is pursued to create condominium units, additional frontage and infrastructure improvements may be required, including but not limited to, installation of a storm drainage system to connect to existing facilities and full-width street repaving of non-moratorium streets.
39. The applicant shall obtain confirmation from the Land Development Engineer, Department of Public Works, that the monument sign and landscaping located at the corner of Third and Shave St. complies with the safe sight distance or vision triangle requirements pursuant to Section 14.16.295 (*Sight Distance*) of the SRMC.
40. It is recommended that the trash enclosure not swing into the accessible aisle. However, at a minimum, the trash enclosure shall include self-closing mechanisms so that the accessible aisle will be kept clear at all times.
41. Due to the reduced garage setback, any garage gate system shall include remote activation to prevent queuing onto Shaver St.
42. An encroachment permit shall be required from the Department of Public Works prior to any work within the Right-of-Way.
43. Show the frontage improvements on the construction drawings. New sidewalk, curb and gutter shall be required for the length of the property along Shaver St., including the existing curb ramp on the adjacent property (220 Shaver St.). New sidewalk, curb, gutter for the existing unused driveway apron shall be required along Third St., including those areas currently not in compliance with accessibility requirements.

During construction and prior to repaving, the City may install conduit within disturbed areas of the frontages. The applicant shall coordinate with the Department of Public Works.

44. This project proposes new impervious surface. Show all new impervious surface (created or replaced). Projects over 5,000 square feet of total new impervious area are regulated under MCSTOPPP (Marin County Stormwater Pollution Prevention Program) requirements. Projects over 2,500 square feet but less than 5,000 square feet of total new impervious surface area are considered "small projects" under MCSTOPPP. Provide a stormwater control plan, which includes a written document, in addition to an erosion control plan, according to the amount of total new impervious surface area. A stormwater facilities maintenance agreement may be required. More specific information is available from MCSTOPPP, hosted on the Marin County Website. See tools and guidance, and post construction requirements at:
<http://www.marincounty.org/depts/pw/divisions/mcstoppp/development/new-and-redevelopment-projects>.

45. A construction vehicle impact fee shall be required at the time of building permit issuance; which is calculated at 1% of the valuation, with the first \$10,000 of valuation exempt.
46. A traffic mitigation fee shall be required at building permit issuance. Based on the proposed plans, the project results in an increase of 5 new net peak hour (2 a.m. and 3 p.m.) traffic trips and shall pay a traffic mitigation fees of \$21,230 (currently \$4,246 x 5).

San Rafael Sanitation District (SRSD)

47. If a new or separate sewer lateral is proposed to extend to the sewer mainline, please include Civil/Utility plans with the construction drawings which comply with SRSD Standards for review and approval.
48. New sewer connection fees are required for the new residential units prior to building permit issuance.
49. Credit for existing plumbing fixtures has not been calculated. In order to receive credit for these fixtures in the existing buildings proposed for demolition, the project sponsor shall submit plans to SRSD which include a full inventory of the existing facilities accompanied by photos.

Community Development Department, Building Division

50. School fees will be required for the project, calculated by, and to be paid to, the San Rafael City School District, prior to issuance of a building permit (currently located at 310 Nova Albion Way, San Rafael, CA 94903). Proof of payment shall be submitted to the Building Division prior to issuance of the building permit.
51. Prior to any use or occupancy of this building or structure or any portion thereof a "Certificate of Occupancy" must be issued by the Chief Building Official pursuant to California Building Code Section 111.1. Failure to secure a "Certificate of Occupancy" is a violation and will result in a \$500 citation per day that the violation continues.
52. The design and construction of all site alterations shall comply with the current editions of the California Building Code, Plumbing Code, Electrical Code, California Mechanical Code, California Fire Code, California Energy Code, Title 24 California Energy Efficiency Standards, California Green Building Standards Code and City of San Rafael Ordinances and Amendments.
53. A building permit is required for the proposed work. Applications shall be accompanied by four (4) complete sets of construction drawings to include:
 - a) Architectural plans
 - b) Structural plans
 - c) Electrical plans
 - d) Plumbing plans
 - e) Mechanical plans
 - f) Site/civil plans (clearly identifying grade plan and height of the building)
 - g) Structural Calculations
 - h) Truss Calculations
 - i) Soils reports
 - j) Green Building documentation
 - k) Title-24 energy documentation

54. Based on the distance to the property line (and/or adjacent buildings on the same parcel), the building elements shall have a fire resistive rating not less than that specified in CBC Table 601 and exterior walls shall have a fire resistive rating not less than that specified in CBC Table 602.
55. Cornices, eaves overhangs, exterior balconies and similar projections extending beyond the floor area shall conform to the requirements of CBC 705.2. Projections shall not extend beyond the distance determined by the following two methods, whichever results in the lesser projection:
- a) A point one-third the distance from the exterior face of the wall to the lot line where protected openings or a combination of protected openings and unprotected openings are required in the exterior wall.
 - b) A point one-half the distance from the exterior face of the wall to the lot line where all openings in the exterior wall are permitted to be unprotected or the building is equipped throughout with an automatic sprinkler system.
 - c) More than 12 inches into areas where openings are prohibited.
56. The new building contains several different occupancy types. Individual occupancies are categorized with different levels of hazard and may need to be separated from other occupancy types for safety reasons. Under mixed-occupancy conditions the project architect has available several design methodologies (accessory occupancies, non-separated occupancies, and separated occupancies) to address the mixed-occupancy concerns.
57. The maximum area of unprotected and protected openings permitted in the exterior wall in any story of a building shall not exceed the percentages specified in CBC Table 705.8 "Maximum Area of Exterior Wall Openings Based on Fire Separation Distance and Degree of Opening Protection." To calculate the maximum area of exterior wall openings you must provide the building setback distance from the property lines and then justify the percentage of proposed wall openings and include whether the opening is unprotected or protected:
- 15% exterior wall openings (in any story) in sprinklered buildings where the openings are 3' to less than 5' from the property line or buildings on the same property.
 - 25% exterior wall openings (in any story) in sprinklered buildings where the openings are 5' to less than 10' from the property line or buildings on the same property.
 - 45% exterior wall openings (in any story) in sprinklered buildings where the openings are 10' to less than 15' from the property line or buildings on the same property
58. The new building shall have address identification placed in a position that is plainly legible and visible from the street or road fronting the property. Numbers painted on the curb do not satisfy this requirement. For new buildings, the address shall be internally-illuminated or externally-illuminated and remain illuminated at all hours of darkness. Number shall be a minimum 6 inches in height with ½ inch stroke for commercial applications. The address shall be contrasting in color to their background (SMC 12.12.20).
59. Any demolition of existing structures shall require a permit. Demolition permit submittal shall include three (3) copies of the site plan, asbestos certification and PG&E disconnect notice. All required permits from the Bay Area Air Quality Management District shall be obtained and documentation provided prior to building permit issuance and any work commencing.

60. A grading permit is required for any grading or site remediation, soils export, import and placement. Provide a detailed soils report prepared by a qualified engineer to address these procedures. In particular, the report should address the import and placement and compaction of soils at future building pad locations and should be based on an assumed foundation design. This information should be provided to Building Division and Department of Public Works for review and comments prior to any such activities taking place.
61. Prior to building permit issuance for the construction of the new building, geotechnical and civil pad certifications are to be submitted. Building pad locations will have to be surveyed and marked prior to placement of foundations.
62. Ventilation area required, the minimum openable area to the outdoors is 4 percent of the floor area being ventilated CBC 1203.5.1 or mechanical ventilation in accordance with the California Mechanical Code.
63. Natural light, the minimum net glazed area shall not be less than 8 percent of the floor area of the room served CBC 1205.2 or shall provide artificial light in accordance with CBC 1205.3.
64. Walls separating purposed tenant space from existing neighboring tenant spaces must be a minimum of 1-hour construction.
65. All site signage as well as wall signs require a separate permit and application (excluding address numbering).
66. You must apply for a new address for this building from the Building Division.
67. Monument sign(s) located at the driveway entrance(s) shall have address numbers posted prominently on the monument sign and shall be compliant with the safe sight distance/vision triangle (Section 14.16.295 of the SRMC).
68. In the parking garage, mechanical ventilation will be required capable of exhausting a minimum of .75 cubic feet per minute per square foot of gross floor area pursuant to CMC Table 4-4.
69. In the parking garage, in areas where motor vehicles are stored, floor surfaces shall be of noncombustible, nonabsorbent materials. Floors shall drain to an approved oil separator or trap discharging to sewers in accordance with the Plumbing Code and SWIPP.
70. The parking garage ceiling height shall have a minimum vertical clearance of 8' 2" where required for accessible parking.
71. The project shall be designed to provide access to the physically disabled in accordance with requirements of Title-24, California Code of Regulation. For existing buildings and facilities when alterations, structural repairs or additions are made, accessibility improvements for persons with disabilities may be required. Improvements shall be made, but are not limited to, the following accessible features:
 - a) Path of travel from public transportation point of arrival
 - b) Routes of travel between buildings
 - c) Accessible parking

- d) Ramps
- e) All public entrances
- f) Sanitary facilities (restrooms)
- g) Drinking fountains & Public telephones (when provided)
- h) Accessible features per specific occupancy requirements
- i) Accessible special features, (i.e., ATM's point of sale machines, etc.)

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

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

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

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

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

76. When parking is provided for multifamily dwellings and is not assigned to a resident or a group of residents, at least 5% of the parking spaces shall be accessible and provide access to grade-level entrances of multifamily dwellings and facilities (e.g. swimming pools, club houses, recreation areas and laundry rooms) that serve the dwellings. Accessible parking spaces shall be located on the shortest accessible route to an accessible building, or dwelling unit entrance.

77. Public accommodation disabled parking spaces must be provided according the following table and must be uniformly distributed throughout the site:

Total Number of Parking Spaces Provided	Minimum Required Number of H/C Spaces
1 to 25	1

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

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

San Rafael Fire Department, Fire Prevention Bureau

81. The design and construction of all site alterations shall comply with the current editions of the California Fire Code and City of San Rafael Ordinances and Amendments.
82. Deferred Submittals for the following fire protection systems shall be submitted to the Fire Prevention Bureau for approval and permitting prior to installation of the systems:
- a) Fire Sprinkler plans (Deferred Submittal to the Fire Prevention Bureau)
 - b) Fire Underground plans (Deferred Submittal to the Fire Prevention Bureau)
 - c) Fire Alarm plans (Deferred Submittal to the Fire Prevention Bureau)
83. Show the location of address numbers on the building elevation. The new building shall have address identification placed in a position that is plainly legible and visible from the street or road fronting the property. Numbers painted on the curb do not qualify as meeting this requirement. Numbers shall contrast with the background and shall be Arabic numbers or letters. Numbers shall be internally or externally illuminated in all new construction or substantial remodels. Number sizes are as follows: For residential, 4"-tall numbers with 1/2" stroke. For commercial, 6"-tall numbers with 1/2" stroke. Larger sizes may be required for the fire code official or in multiple locations for buildings served by two or more roads.
84. As the building is over 30 feet in height, an aerial fire apparatus access roadway is required parallel to one entire side of the building.
- a) The Aerial apparatus access roadway shall be located within a minimum 15 feet and a maximum of 30 feet from the building.

- b) The minimum unobstructed width for an aerial fire apparatus access road is 26'.
 - c) Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway, or between the roadway and the building.
85. Aerial fire apparatus access roads shall be designated "fire lanes"; with curbs painted red and contrasting white lettering stating "No Parking Fire Lane" and signs shall be posted in accordance CFC Section 503.3 and to the satisfaction and approval of the San Rafael Parking Services Division.
86. When a building is fully sprinklered, all portions of the exterior building perimeter shall be located within 250' of an approved fire apparatus access road.
87. A fire apparatus access plan shall be prepared for this project. Fire apparatus plan shall show the location the following:
- a) Designated fire apparatus access roads.
 - b) Red curbs and no parking fire lane signs.
 - c) Onsite fire hydrants.
 - d) Fire Department Connection (FDC).
 - e) Double detector check valve.
 - f) Street address sign.
 - g) Recessed Knox Box
 - h) Fire Alarm annunciator panel.
88. A Knox Box is required at the primary point of first response to the new building (A recessed mounted Knox Box # 3200 Series; surface mounted Knox Boxes are permitted at all other entry points). The Knox Box shall be clearly visible upon approach to the main entrance from the fire lane. Note the Knox Box must be installed from 72" to 78" above finish grade; show the location on the plans. See <https://www.knoxbox.com/commercial-knoxboxes/>.
89. The nearest fire hydrant to the project site, located at the northwest corner of Third and Shaver St., shall be upgraded (Residential model: Clow 950. Commercial model: Clow 960).
90. The project sponsor shall contact MMWD (Marin Municipal Water District) to make arrangements for the water supply serving the fire protection system.

During Construction

Community Development Department, Planning Division

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

regarding dust complaints promptly (within 24 hours) and shall have the authority to take corrective action.

Marin Municipal Water District (MMWD)

93. District records indicate that the property's current annual water entitlement is insufficient to meet the water demand for the project and the purchase of additional water entitlement will be required. Additional water entitlement will be available upon request and fulfillment of the following requirements:

- a) Complete a High-Pressure Water Service Application.
- b) Submit a copy of the building permit.
- c) Pay the appropriate fees and charges.
- d) Complete the structure's foundation within 120 days of the date of application.
- e) Comply with the District's rules and regulations in effect at the time service is requested, including the installation of a meter per structure per use.
- f) Comply with all indoor and outdoor requirements of District Code Title 13 – Water Conservation. Indoor plumbing fixtures shall meet specific efficiency requirements. Landscape, irrigation, grading and fixture plans shall be submitted to the District for review and approval. Any questions regarding District Code Title 13 – Water Conservation should be directed to the District's Water Conservation Department at (415) 945-1497. You may also find information on the District's water conservation requirements online at www.marinwater.org.
- g) Comply with the backflow prevention requirements, if upon the District's review backflow protection is warranted, including installation, testing and maintenance. Questions regarding backflow requirements should be directed to the Backflow Prevention Program Coordinator at (415) 945-1558.
- h) Comply with California Water Code – Division I, Chapter 8, Article 5, Section 537, which requires individual metering of multiple living units within newly constructed structures.
- i) Installation of gray water recycling systems is required when practicable.

Pacific Gas & Electric

94. Electric and gas service to the project site will be provided in accordance with the applicable extension rules, which are available on PG&E's website at <http://www.pge.com/myhome/customerservice/other/newconstruction> or contact (800) PGE-5000. It is highly recommended that PG&E be contacted as soon as possible so that there is adequate time to engineer all required improvements and to schedule any site work.

95. The cost of relocating any existing PG&E facilities or conversion of existing overhead facilities to underground shall be the sole responsibility of the applicant or property owner.

96. Prior to the start excavation or construction, the general contractor shall call Underground Service Alert (USA) at (800) 227-2600 to have the location of any existing underground facilities marked in the field.

Prior to Occupancy

Community Development Department, Planning Division

97. Prior to occupancy of any of the units, a post-construction report from an acoustical engineer shall be submitted to the Planning Division verifying that the multifamily residential units

comply with the interior and common outdoor area noise standards as prescribed by State Administrative Code standards, Title 25, Part 2.

98. Prior to occupancy of any of the units, a post-construction report from a lighting engineer shall be submitted to the Planning Division verifying that the lighting levels of the project comply with the City's recommended lighting levels (see SRMC Section 14.16.227).
99. Prior to occupancy, the project Geotechnical Engineer shall submit a letter to the City identifying that the project Geotechnical Engineer inspected the project during the construction and the project complied with their recommendations and that all recommendations were properly incorporated during construction of the project
100. Final inspection of the project by the Community Development Department, Planning Division, is required. The applicant shall contact the Planning Division to request a final inspection upon completion of the project. The final inspection shall require a minimum of 48-hour advance notice.
101. The landscape architect for the project shall submit a letter to the Planning Division, confirming the landscaping has been installed in compliance with the approved project plans and the irrigation is fully functioning.

After Occupancy

Community Development Department, Planning Division

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

Variance (V19-003) Conditions of Approval

General and On-Going

Community Development Department, Planning Division

1. This Variance approves a deviation or reduction in the required garage setback, from 20' to 15'.
2. This Variance approves a deviation or reduction in the required interior side yard setback, from 5' to zero (0).

Department of Public Works – Land Development Division

3. Due to the reduced garage setback, any garage gate system shall include remote activation to prevent queuing onto Shaver St.

Prior to Issuance of Grading/Building Permits

Community Development Department, Planning Division

4. The applicant shall obtain confirmation from the Land Development Engineer, Department of Public Works, that the landscaping along the driveway complies with the safe sight distance or vision triangle requirements pursuant to SRMC Section 14.16.295 (*Sight Distance*).

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 1st day of June 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

April 16, 2020

To: San Rafael City Clerk, and /or Planning Department

Re: APPEAL to 104 Shaver Street project, San Rafael

Hello,

My name is Donni Uzarski and I attended your Planning Department meeting via YouTube on April 14, 2020 at 7pm. My interest was to hear more about what was planned for 104 Shaver Street. This was my first experience sitting in on your meeting. I appreciate all that you do to maintain San Rafael's planning projects.

My parents bought a multi-home, mixed-use parcel in the early 70's which is located on Shaver at Latham. Ponsfords Place Bakery at 117 Shaver Street is the corner of the property. I have lived here for 25 of the past 45 years. I know the flow and the rhythm of this neighborhood very well.

I am in favor of creating housing, and was happy to hear the environmental considerations, the ADA and the low-income considerations.

During the meeting, I wrote in and asked to be heard under PUBLIC COMMENT in the chat box. My first concern was addressed but I was not allowed to respond to what I believe a false answer. The chat box would not let me add my complete list, so I have written all of my concerns here in this letter.

I am all for adding housing in San Rafael, especially ADA and low-income housing.

This project seems to want the biggest bang for the buck, disregarding the impact on neighbors by cramming too many units on this property. It ignores the very real, current safety and traffic dangers of this neighborhood. I believe the current residents WILL BE NEGATIVELY IMPACTED having additional cars needing to travel tight turns, narrow streets and needing to park in the neighborhood.

I believe my concerns can help this project align with the actuality of living on Latham and Shaver Streets.

I have 3 main concerns about this project:

- Three Traffic considerations-
 1. There is very real danger making the right hand turn from a busy 3rd Street, onto NARROW Shaver Street. There have been several fender benders and side swipes at that specific corner over the years as the quickly travelling, turning car must make a tight turn to get onto Shaver and the cars waiting at the signal to cross 3rd Street cannot get out of the way. Side swiping and fender benders are not unusual there.

2. The short block between 2nd and 3rd. Shaver used to be a highspeed cut-through road for cars travelling from 4th to 2nd. The signals are no longer synched. Traffic has slowed because it is no longer an efficient way to get to 2nd Street. Often there will be 4 or even 5 cars waiting on the short block between, for the next scheduled signal and the last car or two are left hanging out in traffic. I have witnessed many close calls there. Resynching the traffic lights would encourage too-fast traffic down Shaver, so I do not know how to remedy the dynamic.
3. I wonder what will be the result of a resident of 104 tries to enter the lot while another 104 car is trying to get out, considering the extra maneuvering needed. Will it cause the 1st car to wait out on Shaver Street, causing extra clogging on an already narrow street?

Can this project reduce the number of units to increase its parking capacity on site and NOT expand beyond established setbacks? The variances ask to expand the footprint of this project and will encroach on the narrow street/sidewalk.

Rather than reducing the front setback, can this project be asked to actually **WIDEN** the portion of Shaver Street that they will face? I believe this is a big safety issue.

- Parking in the neighborhood-

At the video meeting, it was stated that only one guest car would be likely to park on the street. I disagree.

From what I understand, six of the seven units designed for 104 Shaver will have two bedrooms. One unit is a one-bedroom ADA unit on the ground floor. It stands to reason that either a family and/or 2 driving adults will be in each of the other units. It is quite probable that 104 could be home to 13 cars- Two cars for the six units, one for the ADA unit. With only seven parking spaces being on site, that could realistically add an additional six cars out in the neighborhood, not including guests.

The parking on Latham and Shaver and 3rd Streets is very tight 7:45 am until 6:00 pm because people that work on 4th Street fill up the neighborhood as soon as residents drive away to work. Six additional cars parked on the street will greatly impact current residents.

When the buyer first purchased the property, 4 or 5 company cars began parking on the neighborhood streets. Small white cars labeled with the business name...Fontana, I believe. It made a negative difference for those of us that must park on the street, especially having to carry groceries or small children the additional distance.

Can this project have fewer units to enable full responsibility for all their tenant parking and not cramming the property beyond established legal setbacks?

- Ground Water-Creek and Natural Spring are almost directly underneath-
- Having researched San Rafael archives, historically, this area was where the first residents of San Rafael would come to bottle their water. There is a natural spring and creek under Latham, 3rd and Shaver. The creek only sees daylight beginning at the far end of Latham and then pops back into view over by the carwash on E Street and flows past Wild Care.
- A few years ago, ATT did a large project to mitigate having to pump out their basement several times a day (on sunny days) and almost 24/7 on rainy days. They had to reroute their pumped water rather than continue pumping it into the surface gutter along Shaver, creating a terrible rat infestation and algae growing along the entire gutter. Every day, still, ATT must pump out ground water, but I believe it at least goes into the rain water drainage below ground.
- 30 years ago, the bakery burned down and needed to be rebuilt. The contractor had to have a pump going continually to be able to pour the foundation and the foundation had to be designed in accordance with the soft ground and active under street waterway.
- The neighborhood floods easily, especially with a rainstorm in a high tide. The neighbors, myself included, go out in the rain when the grates clog up or when the water simply has nowhere to go because of the high tide. At times, it migrates several feet onto the sidewalks on lower Shaver and Latham Streets until the tide recedes.

Have there been hydrology and soils reports completed? It may impact the design.

A final comment would be that, at the end of the video meeting, the contact information to appeal this project was given very quickly and not very clearly. I hope I caught the exact email to respond to: cityclerk2@cityofsanrafael.org ? The woman also stated the appeal period would end February 20th, yet the current meeting was taking place on April 14. I assume that the 5 days to appeal would end, rather Saturday April 18?

I am not sure what the next step is in this process, so may I request advise or response sent to my email?

[REDACTED]

Thank you for taking my comments into consideration.

Respectfully,

Donni Uzarski

[REDACTED] San Rafael, Ca 94901

April 16, 2020

San Rafael Planning Commission
Community Development Department
1400 5th Avenue
San Rafael, CA 94901

Via email and U.S. Mail
city.clerk2@cityofsanrafael.org

Re: Appeal of decision to allow 7 apartment development of 104 Shaver Street

To Whom It May Concern:

My family has owned property at the corner of Latham and Shaver since the early 1970's. A member of my family has occupied that residence since 1984, and we are all very familiar with the surrounding businesses, community, and the difficult parking situation faced by residents and businesses in that area.

We were aware that this project would be discussed at the planning meeting on April 12, 2020, and I sent in a letter to object to the project. My letter was apparently dismissed and disregarded, with a staff comment about there being plenty of parking three blocks away. It appears the planning commission has no idea about the realities and hardships of the community they serve. There were three issues that have not been considered by the planning commission, and all are significant and weigh against this project: Parking, traffic and potential accidents, and flooding.

Parking

Currently, there is no parking allowed on 3rd Street, as it is a major thoroughfare (which leads to the next issue – traffic and accidents). Current residents must therefore share their neighborhood street parking with surrounding businesses, as the businesses do not have ample parking on site for their customers. 4th Street is metered, and business customers often come into our neighborhood for free parking. This causes more traffic in our neighborhood, and residents must hunt for parking, often blocks away from their own homes. Many of the residents are elderly and have occupied their homes in this neighborhood for decades. Many homes have little, if any, off-street parking. (Just one case in point, an elderly gentleman has a driveway, but it is too short to accommodate his truck. Remember, many of these residences were built in the late 1800s and early 1900s when they had hitching posts outside. Because he is not allowed to block the sidewalk, he must park on the street.)

There is not enough parking, day or night, just for residents of this neighborhood. Adding an apartment complex with seven two-bedroom residences and only seven on-site parking spots will increase the number of cars that will compete for street parking on a daily and nightly basis. There will also be no parking for guests at this new complex. So the City is allowing a resource that cannot accommodate its current occupancy to be further impacted.

For staff to declare there is ample parking three blocks away is to disregard the very real hardships endured by the elderly population of this neighborhood. They cannot carry groceries three blocks to their homes; requiring that they do so to accommodate further development is unconscionable. Would staff consider disallowing the future tenants of the proposed development to park in the neighborhood, and instruct them they must park three blocks away?

If this project is allowed to proceed, we would request that the City consider some sort of parking limitation in our neighborhood. Either reserved parking for each resident outside their home, or neighborhood parking permits with no other parking allowed. Business customers will have to use the metered parking on 4th Street if the businesses do not have on-site parking. But that is what they should do, rather than taking up our neighborhood parking. Future tenants of the proposed development should be denied parking permits for the Shaver/Latham neighborhood, as they already have what the City of San Rafael apparently considers adequate parking on their premises.

Additional parking could be created by the City of San Rafael to alleviate these issues. It has come to my attention that the WestAmerica Bank branch at 1515 4th Street will close in July, 2020. As this is located at the corner of Shaver and 4th Street, perhaps the City should acquire the property with its parking lot, and provide neighborhood permit parking; this lot is within one block of most of the residents, which is far superior to the alleged "ample" parking three blocks away.

Traffic and Potential Accidents:

Third Street is the main thoroughfare from Interstate 80 to San Anselmo. It is busy. Always. The intersection in question where this apartment complex will be built is a blind, sharp corner as it is in regard to the turn onto Shaver Street. It is also on a hill descent. The planned building will likely block the view of residents leaving Shaver onto 3rd Street, and people turning right may not see oncoming traffic due to the obstruction. People exceed the speed limit as it is. Adding a visual obstruction that adds more traffic to that particular corner and our neighborhood is a recipe for disaster.

Likewise, traffic turning from 3rd Street onto Shaver are already moving at a high rate of speed, and round the turn very quickly. We have already had many a near accident as the vehicles coming into the neighborhood come close to clipping vehicles on Shaver waiting at the stoplight. This problem will be exacerbated by further blinding the turn with the project at 104 Shaver Street, and the driveway outlet at that corner to allow seven vehicles to enter and leave into an already dangerous situation.

If this project is allowed to proceed, there should be updates to the speed limit, enforcement, and traffic and pedestrian light controls to make the intersection more safe. We should not have to wait for the accidents to start happening before there is a response.

Flooding:

There is a creek bed that runs at the bottom of the hill 24 hours a day, seven days a week, 365 days a year. The AT&T building adjacent to the proposed apartment complex floods daily and requires a sump pump to operate multiple times a day to keep the flood waters out of their basement.

If this project is allowed to proceed, measures should be taken so that flooding will not occur in the building, nor impact the surrounding residents.

Closing:

I and my family are very disappointed that our concerns were neither allowed to be expressed nor considered at the recent meeting. It calls into question the usefulness and even the validity of the planning process and of public comment, which is an integral part of any city operation. These concerns are valid and impact the entire neighborhood, and yet the City seems intent on ignoring them. You all have a responsibility to the community you serve. Development may be a part of our community and the future of our City, but it must be done responsibly. This is not responsible. This apartment complex should not be allowed to proceed due to the negative impact it will have on our neighborhood. But if it is allowed to proceed, I hope the City will take these concerns seriously and address them during the planning and building phase of this project. The flooding issues must be addressed. The intersection must be made safe. And parking must be reserved for residents of this neighborhood.

If you have any questions or wish to further explore the views of the people who live in your community, please feel free to reach out to us.

Sincerely,

Dale M. Wallis

**GEOTECHNICAL INVESTIGATION REPORT
PROPOSED APARTMENT BUILDING CONSTRUCTION
104 SHAVER STREET
SAN RAFAEL, CALIFORNIA**

Prepared For:

Fontana Construction Inc.
1945 E. Francisco Blvd, Suite N
San Rafael, CA 94901

Project No. 18-0507
January 25, 2019

By
Visha Consultants Inc.
11501 Dublin Blvd, #200
Dublin, California 94568



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Visha Consultants

January 25, 2019

Project No. 18-0507

To: Fontana Construction Inc.
1945 E. Francisco Blvd, Suite N
San Rafael, CA 94901

Attention: Mr. Stevan Fontana

Subject: **Geotechnical Investigation Report
Proposed Apartment Building Construction
104 Shaver Street, San Rafael, California**

In accordance with your request and authorization, Visha Consultants Inc., has completed a geotechnical investigation for the proposed apartment building construction project, to be located at 104 Shaver Street in San Rafael, California. This report was prepared in accordance with our proposal (Proposal No: P18-0507U) dated May 21, 2018, updated November 14, 2018 and your notice to proceed.

Based on our investigation, it is our professional opinion from a geotechnical viewpoint that the subject site is suitable for the proposed apartment building and associated improvements, provided our geotechnical recommendations presented in this report have been implemented into the design and construction of this project. This report summarizes our findings, conclusions, and preliminary recommendations for the proposed constructions within subject site.

Visha Consultants should review the foundation plans prior to release for bidding and construction. Further, Visha Consultants should observe and test site grading and structural foundation excavations. The findings, conclusions, and recommendations presented in this report can be relied upon only if Visha Consultants has the opportunity to observe the subsurface conditions during site grading and foundation construction of this project.

We appreciate the opportunity to be of service and would welcome any questions regarding this material. Please let us know if we may be of additional assistance.

Respectfully submitted,
VISHA CONSULTANTS, INC.

Arasan Singanayaham, P.E., G.E.,
Vice President



Vishnan, Gopalan, P.E., G.E.
President



Distribution: (2) Addressee

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1.0 INTRODUCTION

The purpose of our investigation and site review was to summarize the pertinent readily available geologic and geotechnical data, obtain additional site-specific data, and evaluate this data with respect to the proposed development within the subject site. A brief description of the proposed development and the scope of services provided during our study are outlined below:

1.1 Site Description

The subject site is located on the northeast corner of 3rd Street and Shaver Street, in San Rafael, California (see Figures 1 and 2). The site is bounded by 3rd Street on the south and east, Shaver Street on the west, and a commercial building compound on the north side. The subject site presently has a two-story wood-framed building structure, appeared to be founded on concrete slab on grade and perimeter and interior strip foundations. The building is presently used as an office. At the time of the investigation the site had shrubs and landscaping grass outside the building footprint with few small trees. The site grades are relatively flat with site elevation of approximately 26 feet above mean sea level (based on Google Earth).

1.2 Proposed Development

Based on information provided on the architectural plan (Mike Larkin Architecture, 2018) we understand the proposed development will consist of demolishing the existing two-story building including the existing footings and constructing a three-story apartment building, site paving, and associated improvements. The proposed building will be most likely a wood framed building structure that will accommodate 6 apartment units and ground parking spaces. The ground floor will be primarily used as parking garage, while the 2nd and 3rd floor will accommodate livable spaces for apartments. The structural wall loads or column loads of the proposed structure is not available at the time of this report. A site grading plan was not available at the time of this report.

1.3 Scope of Work

Our scope of work for this investigation included the following items:

- Reviewed of available published geological hazard maps, topographical maps, and geotechnical reports for the site region.
- Notified and coordinated with USA North to clear any underground utility pipelines in the vicinity of the site.
- Performed a geotechnical field investigation including drilling, sampling and logging of two, 8-inch diameter soil borings up to 40 feet below existing ground surface, obtained relatively undisturbed tube soil (Modified California) samples, SPT bag samples, and bulk soil samples for soil classification and laboratory testing.
- Performed required laboratory testing based on soil type encountered.
- Performed a geological hazard evaluation for site liquefaction.

- Prepared this geotechnical investigation report summarizing the soil conditions encountered, and provide recommendations for site preparation, compaction requirements, foundation type, minimum depths & widths, bearing capacity, and California Building Code design parameters for the proposed apartment building.

1.4 Field Investigation

On January 3, 2019, two (2) soil borings were drilled to a maximum depth of 40 feet below existing ground surface utilizing a track mounted drill rig (CME 55) owned and operated by Britton Exploration. The exploratory borings were drilled utilizing an 8-inch diameter, hollow stem augers and sampled using an automatic trip hammer for driving the samplers. Approximate location of the boring is depicted on the Boring Location Map (Figure No. 2).

Standard Penetration Tests (SPT) were performed using 1 3/8-inch I.D (Inside Diameter) and 2-inch O.D (Outside Diameter) standard penetration sampler driven 18-inches with a 140-pound hammer dropping 30-inches in general accordance with ASTM Test Method D1586. The number of blows required for each 6-inches of drive penetration were noted and recorded on the boring logs (Figures 3 and 4). During the drilling operation bulk soil samples were obtained from the borings for laboratory testing and evaluation. The relatively undisturbed in-place samples were obtained utilizing a modified California drive sampler, 2-3/8-inch I.D. (inside diameter), or 3-inch O.D. (outside diameter) and driven 18-inches with a 140-pound hammer dropping 30-inches, in general accordance with ASTM Test Method D3550. The number of blows to achieve 6-inch increments or number of field blows per 6-inches and sampling penetration depth was recorded on the boring logs (Figures 3 and 4). Sampling and logging of the borings was conducted by an engineer from our office who also transported the samples back to Visha Consultants' laboratory.

Soil classifications include the use of the Unified Soil Classification System described in ASTM D-2487. Detailed description of the soils encountered, penetration resistance, laboratory test results, and other pertinent information are provided in the test boring logs presented in Figures 3 and 4. After logging and sampling the soil, the exploratory borings were grouted with neat cement utilizing a trime pipe.

1.5 Laboratory Testing

Laboratory tests were performed in the Visha Consultants' laboratory on representative soil samples to provide a basis for development of design parameters. Laboratory tests were performed in general accordance with the American Society of Testing and Materials (ASTM) procedures. The laboratory testing program consisted of the following tests:

- Particle Size, No. 200 Wash (ASTM D1140) – used for soil classification.
- In-situ moisture and dry density (ASTM D 2937) on California sleeve samples, used to determine in situ moisture content and in situ dry density of soil samples.
- Atterberg Limit Test (ASTM D4318) – used for soil classification and expansive nature of the soil.
- Expansion Index Test (ASTM D4829) – used to determine expansive nature of the soil.

The results of the laboratory tests are presented in Figures 5 and 6, and Tables 1 and 2. The in-situ moisture content, percentage and passing No.200 wash test results are also summarized on the log of borings (Figures 3 and 4).

2.0 SUMMARY OF GEOTECHNICAL FINDINGS

2.1 Subsurface Geotechnical Conditions

Based on review of geologic maps (USGS, 2006) and our observations of materials encountered during our field investigation, the subsurface materials consisted of alluvium in the upper 30 feet underlain by Franciscan Complex mélange (bedrock). The geology map (USGS, 2006) shows the site is mantled by shallow Holocene alluvium, underlain by Pleistocene alluvium at depth. Based on our observation of soil samples obtained from site drilling and field standard penetration test data, the upper 15 feet of soils appeared to be Holocene alluvium consisting of lean clay with varying amount of sand and gravel. From the depth of 15 feet to 30 feet, the soils appeared to be Pleistocene alluvium consisting of medium dense to dense clayey sand with gravel. Bedrock (Franciscan Complex mélange), was encountered at a depth of 30 feet below ground surface, recovered as very dense silty gravel in the SPT samples.

The upper 3 to 3.5 feet of the surface materials consisting of sandy clay with gravel was observed soft to medium stiff. The soils become relatively stiffer (stiff to very stiff) below the depth of 3 to 3.5 feet below the ground surface. Based on Expansion Index testing and visual classification of onsite soils, the surface clay layer in the upper 5 feet is expected to exhibit medium expansive potential. The alluvium encountered at shallow depths (less than 3.5 feet) are expected to be moderately compressible and considered not suitable to support structural improvements at its present condition. The lean clay layer observed between the depth of 3.5 feet to 15 feet is relatively stiff and slightly compressible.

2.2 Groundwater

Ground water was encountered at 15 feet below ground surface in both soil borings. Based on review of available ground water data and monitoring well data (Geotraker.com), for sites located within one mile of the site, the depth to ground water in the site vicinity varied between 8 feet and 13 feet below ground surface. Thus, we estimate a seasonal high ground water table of 8 feet below ground surface is reasonable for this site. However, it should be noted that due to shallow perched ground water conditions the actual groundwater levels will fluctuate depending on yearly and seasonal rainfall variations and other factors, and may rise after rainy season. It is our opinion that the groundwater will not affect the proposed grading and construction of the apartment building foundation.

2.3 Variation in Subsurface Conditions

Our interpretations of soil and groundwater conditions, as described in this report, are based on data obtained from a limited number of our subsurface explorations and laboratory testing for this study. The conditions may vary between the exploration locations. Our conclusions and geotechnical recommendations are based on the interpretations of limited number of subsurface explorations.

Careful observations should be made during construction to verify our interpretations. Should variations from our interpretations be found, we should be notified to evaluate whether any revisions should be made to our recommendations.

2.4 Faulting and Seismic Hazards

2.4.1 *Surface Fault Rupture*

The subject site is located within a seismically active region as a result of being located near the active margin between the North American and Pacific tectonic plates. California Geologic Survey (CGS), defines an active fault as one that has had surface displacement within the Holocene Epoch (roughly the last 11,000 years). The principal source of seismic activity is movement along the northwest-trending regional active faults systems such as Green Valley Fault and Hayward Fault system.

Review of available California Geological Survey fault data (CGS, 1974, 1982 a, 1982b, & 2010) indicates the subject property is located approximately 8 miles northeast of active San Andreas Fault and 8.5 miles southwest of Hayward Fault. The potential for surface rupture resulting from the movement of the nearby major faults is unknown with certainty but is considered very low.

2.4.2 *Liquefaction*

Liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by strong seismic ground motion. The majority of liquefaction hazards are associated with geologically young (Holocene), loose, saturated, granular, non-cohesive sandy and silty soils, and low plastic clayey soils under groundwater table or within perched groundwater conditions. When liquefaction occurs, the strength of the soil decreases and the ability of the soil to support foundations is reduced. The liquefaction evaluation and analysis for the site, is performed in general accordance with the guidelines presented in California Geological Survey Special Publication 117A (CGS, 2008).

Based on available groundwater data (see Section 2.2) the depth to historical high groundwater depth at the site vicinity is estimated to be 8 feet below existing ground surface. Published geologic map (USGS, 2006) and our observations of soil layers encountered in our soil boring indicates the site is mantled by a layer of Holocene aged alluvium in the upper 15 feet, underlain by Pleistocene alluvium up to 30 feet below ground surface. Very dense bedrock was encountered below the depth of 30 feet below ground surface.

Liquefaction analysis was performed to assess the liquefaction potential of the soil layers that are susceptible for liquefaction. A detail description of liquefaction analysis and seismic settlement calculation is presented in Attachment A. The analysis results indicated that the layer of clayey sand located between the depth of 15 and 25 feet is susceptible to liquefaction when subject to the site design ground motion parameters estimated for this site. The estimated total thickness of liquefiable layers is approximately 10 feet, and located below 15 feet from ground surface. The near surface (upper 3.5 feet) soil will be removed and re-compacted as engineering fill, and the soil layer between 3.5 feet and 15 feet below ground surface is consisted of stiff to very stiff lean clay with a Plasticity Index (PI) of 15. According to Criteria published by Jonathan D. Bray & Rodolfo B. Sancio (2006), and R.B. Seed et al (2003), fine grained soils (clays and silts) of moderate to high plasticity ($PI > 12$) are generally considered not susceptible for liquefaction, except fine grained soils with plasticity index greater than 12 and less than 18 could liquefy at high water content to liquid limit (LL) ratios ($W_c > 0.85 * LL$) under significant cyclic loading. Laboratory test results performed on in-situ soils obtained from the soil borings, indicates that the clay layer observed below the ground water table (8 feet below the ground surface), is medium plastic and had a PI values greater than 12. Further, the in-situ moisture content in the two cases tested,

were less than 0.85LL values. Thus, the clay layer encountered in the upper 15 feet is considered not susceptible to liquefaction.

The soil layer located between 15 and 25 feet is granular and may be susceptible for liquefaction. The analysis results show that the clayey sand layer observed between the depth of 15 feet and 25 feet had a factor of safety less than 1.2 and potentially liquefiable. However, based on guidelines provided by Ishihara (1995), "Effects of At-Depth Liquefaction on Embedded Foundations During Earthquakes", surface manifestation of liquefaction related distress (such as sand boil) to affect the proposed development considered low. Further, settlement caused by liquefiable soil layers, will cause ground settlement. The effect of potential differential settlement caused by soil liquefaction should be considering in the proposed building design. Based on our analysis we estimate the post construction total seismic densification (liquefaction settlement) for the design basis seismic event is estimated to be 1.2 inches. We estimate differential seismic settlement may be on the order of 0.8 inches over a horizontal distance of 40 feet or across the building footprint.

2.4.3 Lateral Spreading

Seismically induced lateral spreading involves lateral movement of earth materials due to ground shaking. Lateral spreading is characterized by near-vertical cracks with predominantly horizontal movement of the soil mass involved over the liquefied soils towards and open face or towards a sloping ground. The potential for lateral spreading at subject site is considered low due flat nature of site and it's vicinity, and the depth to the liquefiable soil layers being deeper than 15 feet below ground surface.

2.5 Structural Seismic Design Parameters

The following structural seismic design parameters were calculated in accordance with the California Building Code (CBC), 2016, Chapter 16, Section 1613 for the subject site:

Design Parameters	Design Value
Site Class	D
Mapped Spectral Acceleration at Short Period (S_s)	1.5 g
Mapped Spectral Acceleration at 1 Second (S_1)	0.6 g
Design Spectral Acceleration at Short Period (S_{DS})	1.0 g
Design Spectral Acceleration at 1 Second (S_{D1})	0.6 g
Peak Ground Acceleration (PGAm)	0.5 g

The design values were calculated utilizing a software program published by ASCE (ASCE 7 Hazard Tool) which follows the procedures stated in American Society of Civil Engineers (ASCE) Publication ASCE 7-10 and CBC Chapter 16, Section 1613. For the calculations Latitude (37.9724) and Longitude (-122.5345) coordinates were used, which were obtained from Google Earth Maps.

3.0 RECOMENDATIONS

3.1 General

Based on our geotechnical investigation, it is our opinion that the proposed development is feasible from a geotechnical standpoint. The following is a summary of the geotechnical conditions and factors that may affect the proposed development on the site.

The upper 3 to 3.5 feet of the surface materials consisting of sandy lean clay with gravel, was observed soft to medium stiff. The soils become relatively stiffer (stiff to very stiff) below the depth of 3 to 3.5 feet, below the ground surface. Thus, the upper 3.5 feet of surface soils within the site at the present condition is considered not suitable to support structural fills and structural improvements, such as structural foundations. Geotechnical recommendations are presented in the following section (Earth Work) to over excavate the near surface earth materials and replace it as engineered fill within the building structural improvement area. Based on Expansion Index testing and visual classification of onsite soils, the surface clay layer in the upper 5 feet is expected to exhibit medium expansive potential. The clayey sand layer observed between the depth of 15 feet and 25 feet is potentially liquefiable and may cause seismic settlement on the order of 1.2 inches. Considering medium expansive nature on shallow clay soils, and potential seismic settlement of underlying soils, we recommend the proposed apartment building be founded on a mat foundation designed in accordance with the geotechnical recommendations presented in this report.

The following recommendations may need to be modified and/or supplemented during grading as field conditions dictate. Further, these recommendations may be revised when site grading plans and building structural loads are reviewed by the geotechnical engineer. Specific recommendations are presented in the following sections.

3.2 Earthwork

Excavations

Prior to grading, the proposed structural improvement areas (i.e. all-structural fill areas, driveway areas, building structural footings, etc.) of the site should be cleared of surface and subsurface obstructions. Vegetation, roots, existing foundation concrete, utility lines and other debris should be removed and disposed offsite within the proposed building and structural improvement area. All topsoil should be removed from any areas that will receive structural fill soils and/or structural improvements.

Considering anticipated soil disturbances caused by removal of exiting foundations, utilities and existence of soft to medium stiff nature of shallow clayey soils, we recommend the upper 3.5 feet of the soils should be over excavated within the proposed building footing print. The lateral extent of the over excavation should be at least 3 feet outside of the building footprint. Upon completion of excavation, the bottom of excavation should be observed by a representative from Visha Consultants and confirms the bottom of the excavation are founded on native undisturbed stiff soils. After approval, the bottom of the excavation should be scarified in place, and compacted to minimum 90 percent relative compaction (ASTM D1557). The over excavated soils are suitable to use as backfill material and shall be placed in thin layers and compacted in accordance with the recommendations presented in Section 3.3.

The walls of excavation in the clayey soils and less than 5 feet in height should be able to stand near vertical with proper bracing, provided proper moisture content in the soil is maintained. Excavation and temporary construction slopes should be constructed in accordance with the current OSHA safety standard and local jurisdiction. Further, when excavating adjacent to existing structural improvements such as a house foundation, the contractor should take necessary precaution not to undermine the structural elements supporting any structures (such as footings, slab). Trench excavations and open cut excavations adjacent to existing foundations should be above an imaginary plane having an inclination of 2:1 (horizontal to vertical) extending down from the bottom edge of the foundations. The stability and safety of excavations, braced or unbraced, is the responsibility of the contractor.

3.3 Engineered Fill Placement and Compaction

Onsite excavated soils or imported soils meeting the requirements in Section 3.6, which are free of any vegetation, tree roots or other deleterious materials, with an organic content of less than 3 percent by weight can be used as fill materials. The optimum lift thickness to produce a uniformly compacted fill will depend on the type and size of compaction equipment used. In general, fill should be placed in uniform lifts not exceeding 8 inches thick in loose condition. Onsite fill soils should be placed and compacted at near optimum moisture content as observed in the ASTM D1557 relative compaction test, and compacted to minimum 90 percent relative compaction (based on ASTM D1557).

Fill placement and compaction should be observed by Visha Consultants representative to verify proper moisture content and degree of compaction. In no case should the subgrade soils be allowed to become dried out with severe shrinkage cracks. This usually requires periodic watering until all areas are covered with concrete footings.

3.4 Foundation Design

Foundations should be designed in accordance with structural considerations, the seismic parameters and the recommendations presented in the most recent California Building Code. Considering medium expansive nature on shallow clay soils, potential seismic settlement of underlying soils, and slight compressible nature of clayey soils at depths, we recommend the proposed apartment building be founded on mat foundation designed to the geotechnical recommendations presented in this report.

In general, the mat foundation should be designed in accordance with structural considerations, the seismic parameters provided in Section 2.5 of this report, and the recommendations presented in the 2016 California Building Code. The mat foundation be thickened along the perimeter to a minimum 18 inches deep (measured from the bottom of the mat or below the exterior grade) whichever provide the deeper embedment. The interior footings (if needed) can be designed with a minimum 12-inch deep and 18 inches wide (measured below the bottom of the mat slab). The slabs should be structurally reinforced so that they are capable of spanning a minimum distance of 10 feet across zones. Corners and edges should be capable of cantilevering at least 5 feet.

The following soil parameters can be utilized for the mat foundation design:

Allowable bearing capacity: 1000 psf (pounds per square foot)

Modulus of subgrade reaction*: 60 pci (pounds per cubic inches)

* *The Modulus of subgrade reaction above is for a 1-foot square plate (Based on Tezaghi's method-Figure 6 of Navy Design Manual, Chapter 5, NAVFAC DM 7.01) and does not consider the dimensional effect of the foundation loading area.*

Lateral bearing capacity: 250 psf/foot up to 1,500 psf maximum lateral bearing.

Sliding Coefficient: Soil against structural concrete 0.30

The allowable bearing pressures are for the total dead load and frequently applied live loads. These values may be increased by one third when considering loads of short duration, such as those imposed by wind and seismic forces.

Settlement Estimates

Static Settlement: Based on anticipated foundation loads (assumed 1200 pounds per feet wall loads) and less than 5 kips per column load, we estimate static post construction primary consolidation settlement will be on the order of 0.5 to 0.75 inches. Thus, we recommend the proposed mat foundation be designed considering a differential settlement on the order of 0.5 inches across a horizontal distance of 30 feet be considered in the design.

Seismic Settlement: The seismic settlement analysis for the site indicates a total settlement of 1.2 inch. Thus, the proposed mat slab should be designed to tolerate a differential settlement of approximately 0.8 inches across a horizontal distance of 30 feet.

3.5 Mat-Slab on Grade

The Mat-slab design (concrete mix, reinforcement, joint spacing, moisture protection and underlayment materials) is the purview of the project Structural Engineer. The subgrade that support slab-on-grade floors should be prepared and compacted to the requirements of Earthwork, and Engineered Fill Placement and Compaction (Sections 3.2 & 3.3) of this report. The structural slab should be underlain by a minimum 6 inches layer of granular base. The base materials should consist of clean, free draining ¾ inch crushed rock. Where migration of moisture vapor through slabs would be detrimental, the rock should be covered by a minimum 10-mil thick moisture retarding plastic membrane. Moisture retarders do not completely eliminate moisture vapor movement from the underlying soils up through the slabs.

It should be noted that placement of the recommended plastic membrane, proper mix design, and proper slab underlayment will not provide a waterproof condition. If a waterproof condition is desired, we recommend that a waterproofing expert be consulted for slab design.

3.6 Import Soil

Any import soil materials should be evaluated by Visha Consultants prior to importing. Laboratory testing should be performed to confirm if the soil properties are suitable for proposed project. Any import soils should be very low to low expansive (expansion Index less than 51), free from over size materials (materials greater than 3 inches, and free from significant organic materials (organic content less than 3% by weight).

3.7 Utility Trenches

The onsite soils or import soils (if similar to onsite soils), are generally suitable as trench backfill provided they are screened of rocks over 6 inches in diameter (or governing agency requirement) and organic matter. Trench backfill should be compacted in uniform lifts (not exceeding 8 inches in compacted thickness) by mechanical means to at least 90 percent relative compaction (ASTM Test Method D 1557). Proper bedding and shading materials should be provided per manufacturer recommendations based on pipe types.

Excavation of utility trenches should be performed in accordance with the project plans, specifications and all applicable Cal OSHA requirements. The contractor should be responsible for providing the "competent person" required by Cal OSHA standards. In addition, excavations at or near the toe of slopes and/or parallel to slopes may be highly unstable due to the increased driving force and load on the trench wall. Spoil piles due to the excavation and construction equipment should be kept away from the sides of the trenches. Visha Consultants does not consult in the area of safety engineering.

3.8 Drainage

All drainage should be directed away from structures by means of approved permanent/temporary drainage devices. We recommend that final grades be selected so that a gentle slope (minimum 5 percent within 10 feet away from exterior footing) is provided to divert all surface water away from the planned foundations, slabs, and paving. Paved areas such as parking lots, and concrete pavements shall be minimum 2 percent sloped away from the building. Water collected from the gutter/down spout shall be connected to a properly designed drainage system, such as an area drain or sub-drain, and discharged away from the foundation. At no time should water be allowed to pond adjacent to foundations, slabs and paving.

3.9 Parking Lot, Access Road Pavements and Exterior Flatwork

As a minimum, exterior concrete slabs should be at least 4 inches thick and driveways or ramps should have the edges thickened to at least 6 inches. Construction or weakened plane joints should be spaced at intervals of 8 feet or less for driveways, ramps, sidewalks, curbs and gutters. Driveway, ramp and other concrete slabs should be reinforced using No. 3 Rebar, 18 inches on center in both directions, placed at mid-thickness. Curbs, gutters, driveway and ramps constructed of concrete should be underlain by a minimum of 0.50 feet of compacted aggregate base.

4.0 GEOTECHNICAL REVIEW

Geotechnical review is of paramount importance in engineering practice. The poor performances of many foundation and earthwork projects have been attributed to inadequate construction review. We recommend that Visha Consultants be provided the opportunity to review the following items.

The geotechnical engineer should review the project foundation plans prior to release for bidding and construction. Such review is necessary to evaluate whether the geotechnical recommendations have been effectively incorporated in plans and other construction documents. Review findings should be reported in writing by the geotechnical engineer.

Observation and testing should be performed by Visha Consultants representatives during grading, over excavation, soil backfill and compaction. It should be anticipated that the substrata exposed during construction may vary from that encountered in the previously excavated borings. Reasonably continuous construction observation and review during site grading and foundation installation allows for evaluation of the actual soil conditions and fault locations and the ability to provide appropriate revisions during construction, if required. **Visha Consultants should observe the excavation of footing to make sure the footing bottoms are stiff and compacted fill.** The findings, conclusions, and recommendations presented in this report can be relied upon only if Visha Consultants has the opportunity to observe the subsurface conditions during foundation excavation and construction of the projects, in order to confirm that our preliminary findings are representative for the site.

The owner and contractor may wish to conduct a pre-construction evaluation of surrounding (existing) structures or public improvements prior to construction on this site.

5.0 LIMITATION

This report was necessarily based in part upon data obtained from a limited number of observations, site visits, soil samples, tests, analyses, histories of occurrences, spaced subsurface explorations and limited information on historical events and observations. Such information is necessarily incomplete. The nature of many sites is such that differing characteristics can be experienced within small distances and under various climatic conditions. Changes in subsurface conditions can and do occur over time. This report should therefore be updated after a period of three years in the light of changes on the site, future planned construction, and then then current applicable codes.

This report was prepared for Fontana Construction Inc. based on it's needs, directions, and requirements. This report is not authorized for use by, and is not to be relied upon by any party except Fontana Construction Inc. and it's successors of the property, with whom Visha Consultants has contracted for the work. Use of or reliance on this report by any other party is at that party's risk. Unauthorized use of or reliance on this report constitutes an agreement to defend and indemnify Visha Consultants from and against any liability which may arise as a result of such use or reliance, regardless of any fault, negligence, or strict liability of Visha Consultants.

The conclusions and opinions presented herein were prepared in accordance with generally accepted engineering principles and practices at the time of the investigation. In the event that recommendations are made by others, these are not the responsibility of Visha Consultants Inc., unless we have been given the opportunity to review and concur in writing.

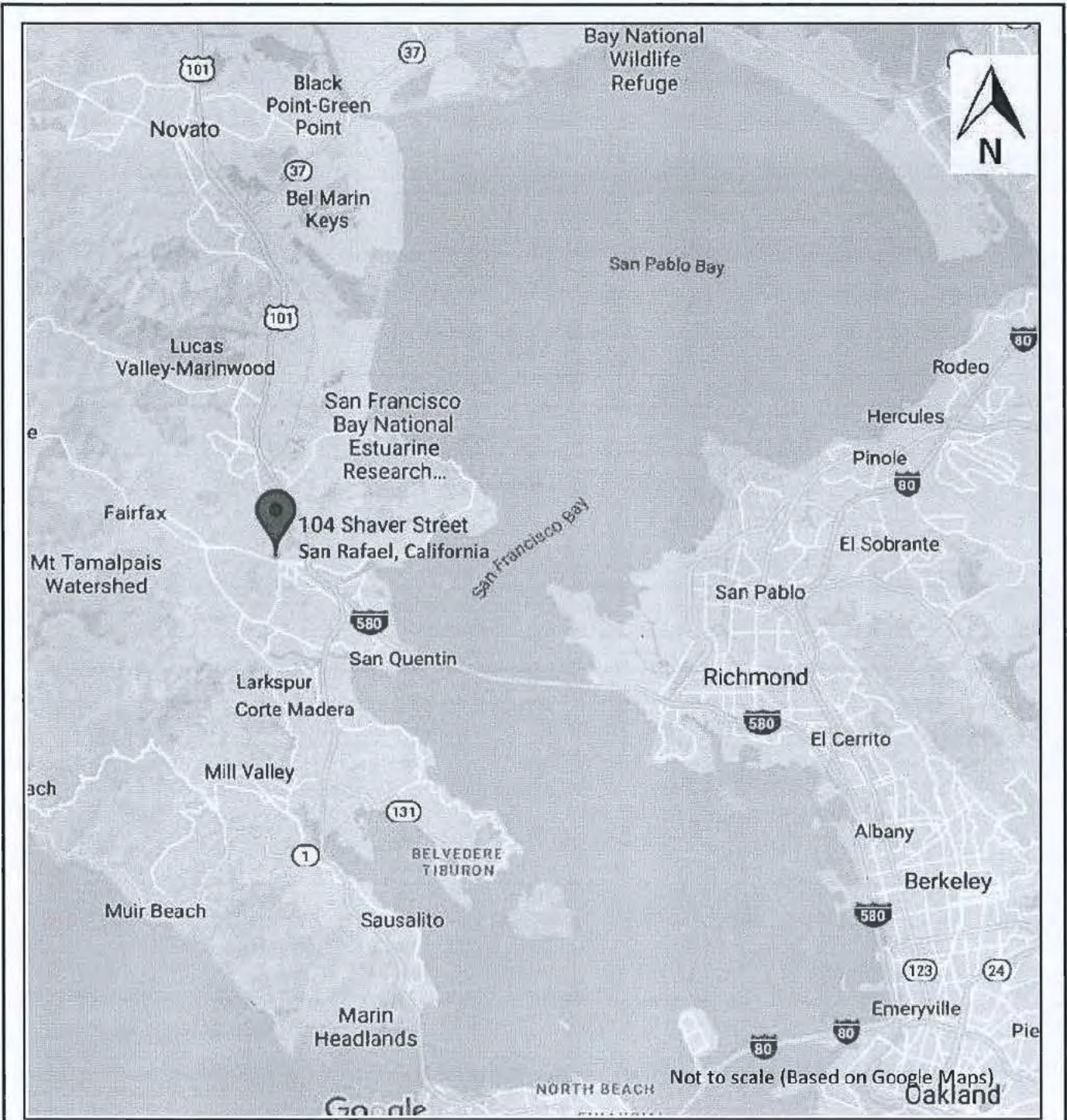
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Report Figures and Tables

- Figure 1 - Site Location Map
- Figure 2 - Boring Location Map
- Figure 3 - Log of Boring (B-1)
- Figures 4a&4b - Log of Boring (B-2)
- Figure 5 - Atterberg Limit Test
- Figure 6 - Expansion Index Test Results

- Table 1 - Insitu Moisture Content and Dry Density Test Results
- Table 2 - Insitu Moisture Content and No 200 Sieve Analysis Test Results



VICINITY MAP

Proposed Apartment Building
104 Shaver Street
San Rafael, California

Project No: 18-0507

January 25, 2019



Figure 1



BORING LOCATION MAP

Proposed Apartment Building
 104 Shaver Street
 San Rafael, California

Project No: 18-0507

January 25, 2019



Figure 2



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LOG OF BORING **B-1**
 SHEET 1 OF 1
 DRILLER: Paul
 ON-SITE REP: Arasan Singanayaham/Kanthan Uma

GROUND ELEVATION:	26 ft (Estimated from Google Earth Maps)	DATE:	January 3, 2019
HAMMER TYPE:	140 lbm Automatic Hammer (80% hammer efficiency)	WATER LEVEL DATA (IF APPLICABLE)	
BORING DEPTH:	20 feet	COMPLETION:	DEPTH <u>15.0</u>
DRILLING METHOD:	8-inch Hdlow Stem Auger		ELEV. <u>11.0</u> FT.
METHOD OF BACKFILL:	Hole Backfilled with Neat Cement	AFTER 6 HRS.	DEPTH _____ FT.
DRILLING EQUIPEMENT:	CME 55 Track Mounted Rig		ELEV. _____ FT.
DRILLING CONTRACTOR:	Britton Explorations		

STRATUM DEPTH		SAMPLE	BLOW COUNT	SAMPLE No/TYPE	POCKET PEN. (tsf)	OTHER TESTS OR COMMENTS	LABORATORY				STRATUM DESCRIPTION
FT.	ELEV.		N-Value				MC	LL	PI	#200	
25	23.5	1/Bag 2/MODCAL	3 6 8		0.75	Dry Density 94.1 pcf	24.3				SANDY LEAN CLAY with gravel (CL): medium stiff, dark gray, moist, medium plastic.
		3/SPT	3 5 5		1.5						LEAN CLAY with sand and gravel (CL), stiff, light gray, moist, medium plastic
50	21.0	4/SPT	3 6 9		2.25						become very stiff, low plastic
75	18.5										
10.0	16.0	5/SPT	2 4 5		1						become yellowish brown, with orange stains medium plastic
12.5	13.5										
15.0	11.0	6/SPT	6 11 10								CLAYEY SAND with gravel (SC), light yellowish orange brown, orange and yellow stains, medium dense, wet.
17.5	8.5	7/SPT	9 10								color changed to light yellowish brown
20.0	6.0		9								

NOTES: Boring Terminated at 20 feet below ground surface



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LOG OF BORING **B-2**

SHEET 1 OF 2

DRILLER Paul

ON-SITE REP: Arasan Singanayaham/Kanthan Uma

GROUND ELEVATION:	26 ft (Estimated from Google Earth Maps)	DATE:	January 3, 2019
HAMMER TYPE:	140 lbm Automatic Hammer (80% hammer efficiency)	WATER LEVEL DATA (IF APPLICABLE)	
BORING DEPTH:	40 feet	COMPLETION:	DEPTH 15.0
DRILLING METHOD:	8-inch Hollow Stem Auger		ELEV. 11.0 FT.
METHOD OF BACKFILL:	Hole Backfilled with Neat Cement	AFTER 6 HRS.	DEPTH _____ FT.
DRILLING EQUIPEMENT:	CME 55 Track Mounted Rig		ELEV. _____ FT.
DRILLING CONTRACTOR:	Britton Explorations		

STRATUM DEPTH		SAMPLE	BLOW COUNT	SAMPLE No/TYPE	POCKET PEN. (in)	OTHER TESTS OR COMMENTS	LABORATORY				STRATUM DESCRIPTION
FT.	ELEV.		N-Value				MC	LL	PI	#200	
2.5	23.5		5	1, Bag Sample							SANDY LEAN CLAY with gravel (CL): soft to medium stiff, dark gray, moist, medium plastic.
			4	2/SPT	0.5						
			6								
			5								
			7	3/MODCAL	1.25	Dry Density 104 pcf	22				
5.0	21.0		9								LEAN CLAY with sand and gravel (CL), stiff, light gray, moist, medium plastic Color changed to light yellowish orange brown, and become low plastic become medium plastic
			3		1						
			4	4/SPT							
			5								
			5	5/SPT	1.75		21	35	15		
7.5	18.5										CLAYEY SAND with gravel (SC), light orange brown, orange and yellow stains, medium dense, wet
10.0	16.0		8	6/SPT							CLAYEY SAND with gravel (SC), light orange brown, orange and yellow stains, medium dense, wet
			9								
			11								
12.5	13.5										CLAYEY SAND with gravel (SC), light orange brown, orange and yellow stains, medium dense, wet
15.0	11.0										CLAYEY SAND with gravel (SC), light orange brown, orange and yellow stains, medium dense, wet
17.5	8.5										CLAYEY SAND with gravel (SC), light orange brown, orange and yellow stains, medium dense, wet
20.0	6.0										CLAYEY SAND with gravel (SC), light orange brown, orange and yellow stains, medium dense, wet

NOTES: continuous on next sheet



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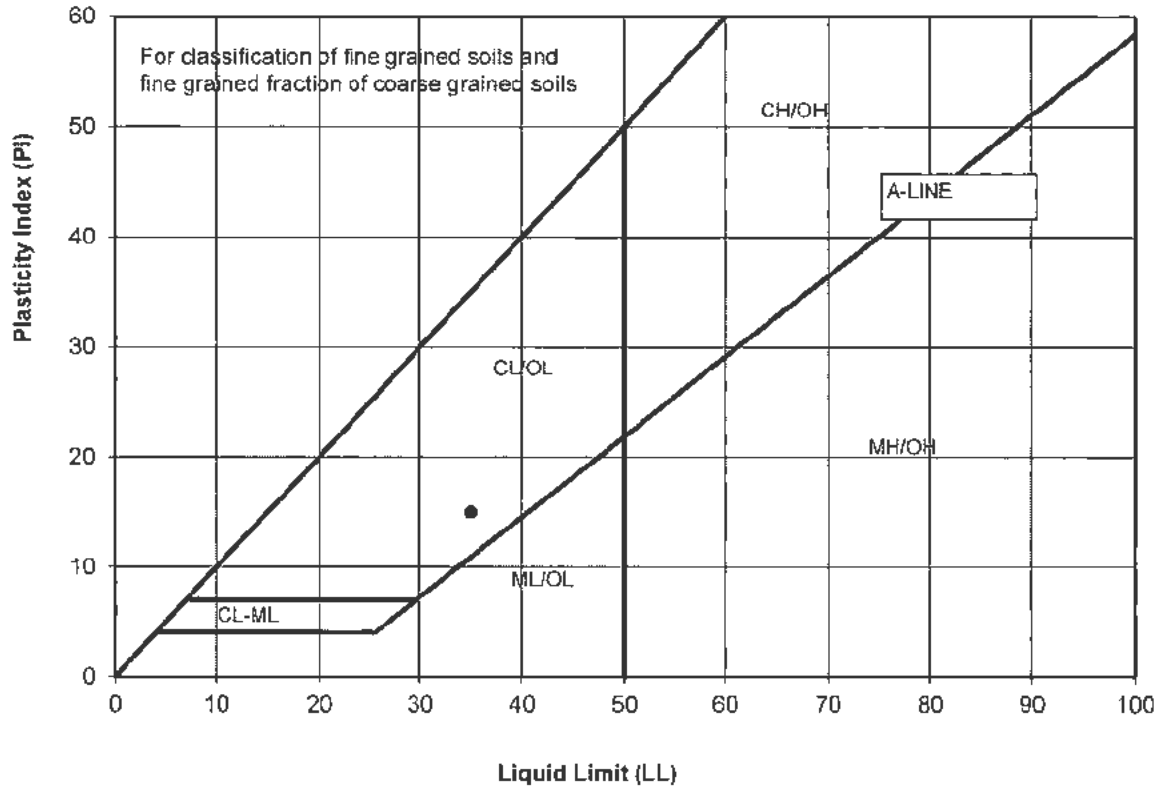
LOG OF BORING **B-2**
 SHEET 2 OF 2
 DRILLER: Paul
 ON-SITE REP: Arasan Singanayaham/Kanthan Uma

GROUND ELEVATION:	26 ft (Estimated from Google Earth Maps)	DATE:	January 3, 2019
HAMMER TYPE:	140 lbm Automatic Hammer (80% hammer efficiency)	WATER LEVEL DATA (IF APPLICABLE)	
BORING DEPTH:	40 feet	COMPLETION:	DEPTH <u>15.0</u> ELEV. <u>11.0</u> FT.
DRILLING METHOD:	8-inch Hollow Stem Auger	AFTER 6 HRS.	DEPTH _____ FT. ELEV. _____ FT.
METHOD OF BACKFILL:	Hole Backfilled with Neat Cement		
DRILLING EQUIPEMENT:	CME 55 Track Mounted Rig		
DRILLING CONTRACTOR:	Britton Explorations		

STRATUM DEPTH		SAMPLE	BLOW COUNT	SAMPLE No/TYPE	POCKET PEN. (tsf)	OTHER TESTS OR COMMENTS	LABORATORY				STRATUM DESCRIPTION
FT.	ELEV.		N-Value				MC	LL	PI	#200	
22.5	3.5	X	8 9 10	7/SPT	0.75						CLAYEY SAND with gravel (SC), light orange brown, orange and yellow stains, medium dense, wet
25.0	1.0	X	15 21 24	8/SPT							color changed to olive brown, become dense, moderate cementation noted
30.0	-4.0	X	50/3"	9/SPT							<u>BEDROCK</u> SILTY GRAVEL (GM), Very dense, damp, dark gray.
35.0	-9.0	X	50/3"	10/SPT							
37.5	-11.5										
40.0	-14.0	X	50/2"	11/SPT							

NOTES: Boring Terminated at 40 feet below ground surface due to refusal to drilling

LIQUID AND PLASTIC LIMITS TEST REPORT (ASTM D 4318)



Liquid Limit (LL):	35	Percent Passing #200:	
Plastic Limit (PL):	20	Moisture Content:	21
Plasticity Index (PI):	15	USCS Classification	CL
Project Name:	Proposed Apartment Building	Tested By :	AS Date: 1/15/2019
Site Address :	104 Shaver Street, San Rafael, CA	Input By:	AS Date: 1/17/2019
Boring No.:	B-2	Checked By:	GV Date: 1/20/2019
Sample No.:	5	Depth (ft.):	10-11.5
Sample Description:	LEAN CLAY with Sand (CL)		



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Project No. 18-0507

Figure No. 5

EXPANSION INDEX of SOILS ASTM 4829

Test Results


Expansion Index	57
Molded Dry Density (pcf)	103
Moisture Content as molded (%)	12.7
Initial Degree of Saturation as molded (%)	53.8


Classification of Expansion Potential per ASTM D4829

Expansion Index (EI)	Expansion Potential
0-20	Very Low
21-50	Low
51-90	Medium
91-130	High
Greater than 130	Very High

Sample Description:	SANDY LEAN CLAY with gravel (CL)				
Sample No. :	1	Depth (ft.): 1-3 ft	Boring No.:	B-2	
Project Name/Location:	Proposed Apartment Building		104 Shaver Street, San Rafael, CA		
Date Sampled	1/3/19		Tested By:	AS	Date: 1/15/19
Project No. :	18-0507		Checked By:	GV	Date: 1/20/19



SAMPLE AND SOIL IDENTIFICATION	BORING NUMBER		B-1	B-2	B-2	B-2	B-2							
	SAMPLE NUMBER/TYPE		2/MODCAL	3/MODCAL	1/BAG	5/SPT	6/SPT							
	DEPTH, (ft)		2.0	4.5	1.0	10.0	15.0							
	VISUAL SOIL CLASSIFICATION	TOP	CL	CL	CL	CL	SC							
BOTTOM		CL	CL	CL	CL	SC								
POCKET PENETROMETER (tsf)														
WEIGHTS	SOIL AND Sleeve (g)		1068.6	1151.1										
	TARE NUMBER		G	K	P	M	A-2							
	WET SOIL AND TARE (g)		372.1	401.5	402.0	347.8	392.1							
	DRY SOIL AND TARE (g)		333.2	360.3	365.1	315.6	362.1							
	TARE (g)		173.1	173.6	177.1	162.1	175.2							
RESULTS	WET DENSITY (pcf)		117.0	126.7										
	MOISTURE CONTENT (%)		24.3	22.1	19.6	21.0	16.1							
	DRY DENSITY (pcf)		94.1	103.8										
 Visha Consultants Inc.			TABLE 1 MOISTURE & DENSITY OF SOIL (ASTM D 2937)				Proj. Name/Address: Proposed Apartment Building 104 Shaver Street, San Rafael, California							
							Proj. Number: 18-0507							
							Test Date: 1/15/2019							
							Technician: AS							
Rev. 01-14														

Boring Number:	B-2	B-2						
Sample Number:	1	6						
Depth (ft.):	1-3	15-16.5						
Sample Type (Ring, Bulk, SPT):	BAG	SPT						
Soil Description:	CL	SC						
Moisture Content								
Wet Weight of Soil + Container (g):	435.6	392.1						
Dry Weight of Soil + Container (g):	405.2	362.1						
Weight of Container (g):	166.7	175.2						
Moisture Content (%):	12.7	16.1						
Notes	El moisture	Insitu moisture						
Container ID:	L	A-2						
Dry Weight Before Wash								
Dry Weight of Sample + Container (g):	405.2	362.1						
Weight of Container (g):	166.7	175.2						
Dry Weight of Sample (g):	238.5	186.9						
Container Number:	L	A-2						
After Wash								
Dry Weight of Sample + Container (g):	265.3	325.3						
Weight of Container (g):	166.7	175.2						
Dry Weight of Sample (g):	98.6	150.1						
Weight Retained on #4 Sieve (g):	19.0	33.0						
Percent Retained #4:	8.0	17.7						
Percent Passing #4:	92.0	82.3						
Percent Retained #200:	33.4	62.7						
Percent Passing #200:	58.7	19.7						
 Visha Consultants Inc.	PERCENT PASSING No. 200 SIEVE ASTM D 1140		Project Name:		Proposed Apartment Building 104 Shaver Street, San Rafael, California			
			Project Number:		18-0507			
		Tested By:		AS		Checked By:		GV
		Date:		1/15/2019		Date:		1/20/2019
			Table 2:		-200 Test Results			

Attachment A

LIQUEFACTION AND SEISMIC SETTLEMENT (DENSIFICATION) ANALYSIS

ATTACHMENT A**Liquefaction and Seismic Settlement (Densification) Analysis**

Liquefaction and liquefaction induced settlement calculations were performed in conformance with the standard procedures suggested in Special Publication 117A Implementation (CGS, 2008) and National Center for Earthquake Engineering Research Workshop (NCEER, 1997).

Based on mapped Maximum Credible Earthquake (MCE) Peak Ground Acceleration corrected for the site class (PGA) (CBC, 2016 and ASCE 7-10) for the site, a peak ground acceleration of 0.5 g was considered in the liquefaction/settlement analysis. Based on USGS seismic deaggregation of seismic sources (<https://earthquake.usgs.gov/hazards/interactive/>), a maximum credible earthquake moment magnitude of 7.27Mw, contributed by San Andross Fault was considered in the analysis.

Liquefaction potential analyses and earthquake-induced settlement calculations were performed utilizing the computer program LiquefyPro (CivilTech, 2015). The liquefaction and seismic settlement calculations utilize the field Standard Penetration Tests (SPT) blow counts data corrected for soil fine contents, hammer energy efficiency, and other physical engineering characteristics of the subsurface soils (determined from field and laboratory tests). A ground water depth of 8 feet below ground surface was used in the analysis based on available water table data for the site vicinity.

The near surface (upper 3.5 feet) soil will be removed and re-compacted as engineering fill, and the soil layer between 3.5 feet and 15 feet below ground surface is consisted of stiff to very stiff lean clay with a Plasticity Index (PI) of 15. According to Criteria published by Jonathan D. Bray & Rodolfo B. Sancio (2006), and R.B. Seed et al (2003), fine grained soils (clays and silts) of moderate to high plasticity ($PI > 12$) are generally considered not susceptible for liquefaction, except fine grained soils with plasticity index greater than 12 and less than 18 could liquefy at high water content to liquid limit (LL) ratios ($W_c > 0.85 * LL$) under significant cyclic loading. Laboratory test results performed on in-situ soils obtained from the soil borings, indicates that the clay layer observed below the ground water table (8 feet below the ground surface), is medium plastic and had a PI values greater than 12. Further, the in-situ moisture content in the two cases tested, were less than 0.85LL values. Thus, the clay layer encountered in the upper 15 feet is considered not susceptible to liquefaction.

The liquefaction analysis results show that the clayey sand layer observed between the depth of 15 feet and 25 feet had a factor of safety less than 1.2 and potentially liquefiable. Based on guidelines provided by Ishihara (1995) on "Effects of At-Depth Liquefaction on Embedded Foundations During Earthquakes", surface manifestation of liquefaction related distress (such as sand boil) to affect the proposed development considered low.

However, settlement caused by liquefiable soil layers, will cause ground settlement. The effect of potential differential settlement caused by soil liquefaction should be considering in the proposed building design. Based on our analysis we estimate the post construction total seismic densification (liquefaction settlement) for the design basis seismic event is estimated to be 1.2 inches. We estimate differential seismic settlement may be on the order of 0.8 inches over a horizontal distance of 40 feet or across the building footprint.

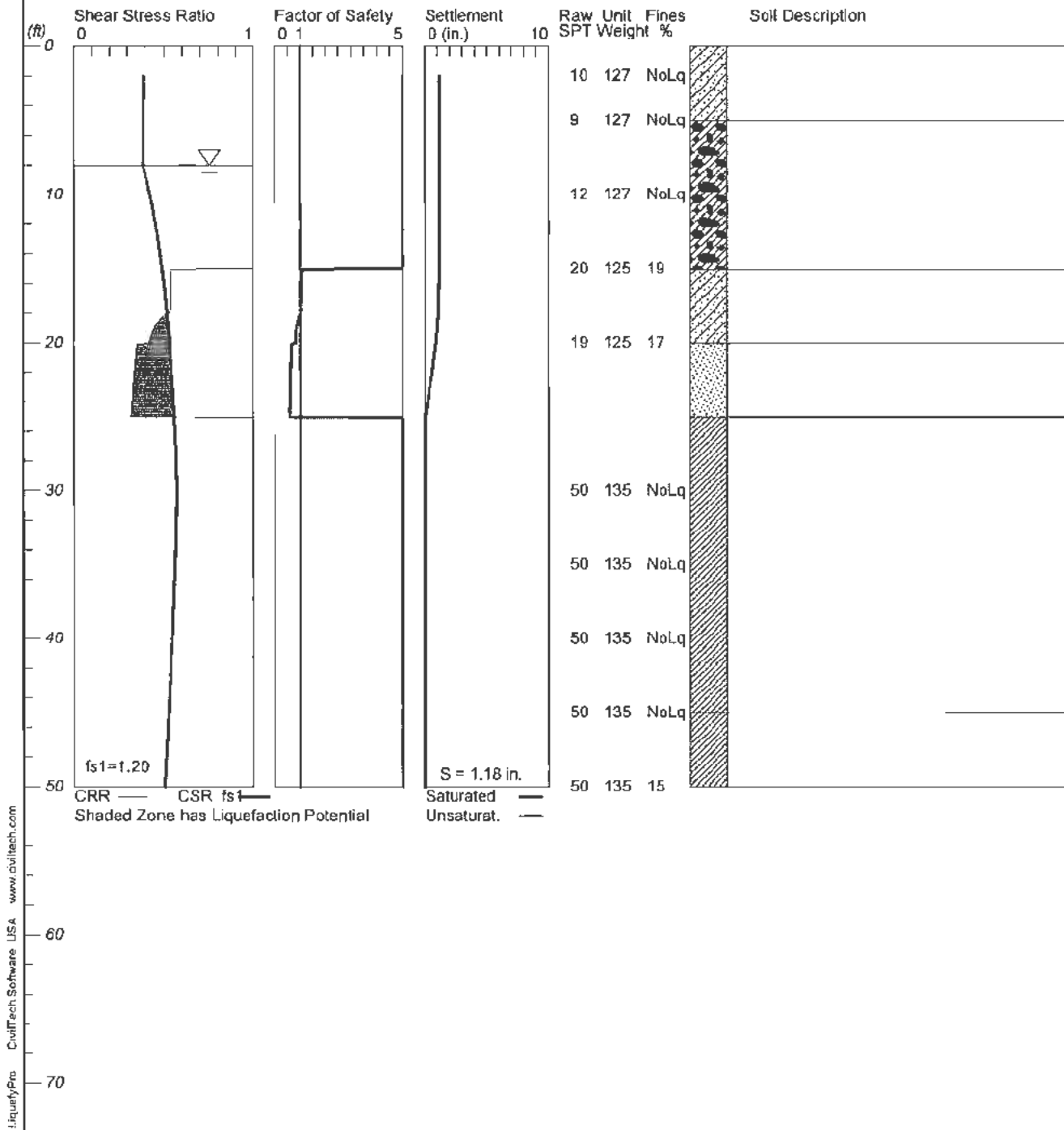
The liquefaction analysis results and summary are attached in the following pages:

LIQUEFACTION ANALYSIS

104 Shaver St, San Rafael

Hole No.=B-2 Water Depth=8 ft Surface Elev.=26

Magnitude=7.3
Acceleration=0.5g



Liquefy.sum

LIQUEFACTION ANALYSIS SUMMARY

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Input File Name: E:\Engineering\Projects\2018\18-0507 104 Shaver street, San
Rafael_Geotechnical Investigation\Liquefaction analysis\Liquefaction Analyses
B-2.liq

Title: 104 Shaver St, San Rafael
Subtitle:

Surface Elev.=26
Hole No.=B-2
Depth of Hole= 50.00 ft
Water Table during Earthquake= 8.00 ft
Water Table during In-Situ Testing= 15.00 ft
Max. Acceleration= 0.5 g
Earthquake Magnitude= 7.30

Input Data:

Surface Elev.=26
Hole No.=B-2
Depth of Hole=50.00 ft
Water Table during Earthquake= 8.00 ft
Water Table during In-Situ Testing= 15.00 ft
Max. Acceleration=0.5 g
Earthquake Magnitude=7.30
No-Liquefiable Soils: CL, OL are Non-Liq. Soil

1. SPT or BPT Calculation.
2. Settlement Analysis Method: Ishihara / Yoshimine
3. Fines Correction for Liquefaction: Idriss/Seed
4. Fine Correction for Settlement: During Liquefaction*
5. Settlement Calculation in: All zones*
6. Hammer Energy Ratio, Ce = 1.3
7. Borehole Diameter, Cb= 1
8. Sampling Method, Cs= 1
9. User request factor of safety (apply to CSR) , User= 1.2
Plot one CSR curve (fs1=User)
10. Use Curve Smoothing: No

Liquefy.sum

* Recommended Options

In-Situ Test Data:

Depth ft	SPT	gamma pcf	Fines %
2.00	10.00	127.00	NoLiq
5.00	9.00	127.00	NoLiq
10.00	12.00	127.00	NoLiq
15.00	20.00	125.00	19.00
20.00	19.00	125.00	17.00
30.00	50.00	135.00	NoLiq
35.00	50.00	135.00	NoLiq
40.00	50.00	135.00	NoLiq
45.00	50.00	135.00	NoLiq
50.00	50.00	135.00	15.00

Output Results:

Settlement of Saturated Sands=1.18 in.
 Settlement of Unsaturated Sands=0.00 in.
 Total Settlement of Saturated and Unsaturated Sands=1.18 in.
 Differential Settlement=0.589 to 0.777 in.

Depth ft	CRRm	CSRfs	F.S.	S_sat. in.	S_dry in.	S_all in.
2.00	2.00	0.39	5.00	1.18	0.00	1.18
3.00	2.00	0.39	5.00	1.18	0.00	1.18
4.00	2.00	0.39	5.00	1.18	0.00	1.18
5.00	2.00	0.39	5.00	1.18	0.00	1.18
6.00	2.00	0.38	5.00	1.18	0.00	1.18
7.00	2.00	0.38	5.00	1.18	0.00	1.18
8.00	2.00	0.38	5.00	1.18	0.00	1.18
9.00	2.00	0.40	5.00	1.18	0.00	1.18
10.00	2.00	0.42	5.00	1.18	0.00	1.18
11.00	2.00	0.44	5.00	1.18	0.00	1.18
12.00	2.00	0.45	5.00	1.18	0.00	1.18
13.00	2.00	0.47	5.00	1.18	0.00	1.18
14.00	2.00	0.48	5.00	1.18	0.00	1.18
15.00	0.54	0.49	1.10	1.18	0.00	1.18
16.00	0.54	0.50	1.08	1.15	0.00	1.15
17.00	0.54	0.51	1.06	1.11	0.00	1.11
18.00	0.52	0.51	1.00	1.06	0.00	1.06
19.00	0.44	0.52	0.85*	0.99	0.00	0.99
20.00	0.42	0.53	0.79*	0.90	0.00	0.90
21.00	0.34	0.53	0.64*	0.74	0.00	0.74
22.00	0.33	0.54	0.62*	0.57	0.00	0.57

Liquefy.sum						
23.00	0.33	0.54	0.60*	0.39	0.00	0.39
24.00	0.32	0.55	0.59*	0.20	0.00	0.20
25.00	0.32	0.55	0.57*	0.01	0.00	0.01
26.00	2.00	0.56	5.00	0.00	0.00	0.00
27.00	2.00	0.56	5.00	0.00	0.00	0.00
28.00	2.00	0.56	5.00	0.00	0.00	0.00
29.00	2.00	0.57	5.00	0.00	0.00	0.00
30.00	2.00	0.57	5.00	0.00	0.00	0.00
31.00	2.00	0.57	5.00	0.00	0.00	0.00
32.00	2.00	0.57	5.00	0.00	0.00	0.00
33.00	2.00	0.56	5.00	0.00	0.00	0.00
34.00	2.00	0.56	5.00	0.00	0.00	0.00
35.00	2.00	0.56	5.00	0.00	0.00	0.00
36.00	2.00	0.55	5.00	0.00	0.00	0.00
37.00	2.00	0.55	5.00	0.00	0.00	0.00
38.00	2.00	0.55	5.00	0.00	0.00	0.00
39.00	2.00	0.55	5.00	0.00	0.00	0.00
40.00	2.00	0.54	5.00	0.00	0.00	0.00
41.00	2.00	0.54	5.00	0.00	0.00	0.00
42.00	2.00	0.53	5.00	0.00	0.00	0.00
43.00	2.00	0.53	5.00	0.00	0.00	0.00
44.00	2.00	0.53	5.00	0.00	0.00	0.00
45.00	2.00	0.52	5.00	0.00	0.00	0.00
46.00	2.00	0.52	5.00	0.00	0.00	0.00
47.00	2.00	0.52	5.00	0.00	0.00	0.00
48.00	2.00	0.51	5.00	0.00	0.00	0.00
49.00	2.00	0.51	5.00	0.00	0.00	0.00
50.00	2.00	0.50	5.00	0.00	0.00	0.00

* F.S.<1, Liquefaction Potential Zone
(F.S. is limited to 5, CRR is limited to 2, CSR is limited to 2)

Units: Unit: qc, fs, Stress or Pressure = atm (1.0581tsf); Unit Weight = pcf; Depth = ft; Settlement = in.

1 atm (atmosphere) = 1 tsf (ton/ft²)
CRRm Cyclic resistance ratio from soils
CSRsf Cyclic stress ratio induced by a given earthquake (with user
request factor of safety)
F.S. Factor of Safety against liquefaction, F.S.=CRRm/CSRsf
S_sat Settlement from saturated sands
S_dry Settlement from Unsaturated Sands
S_all Total Settlement from Saturated and Unsaturated Sands
NoLiq No-Liquefy Soils

Attachment B

ASFE-IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Important Information about Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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NOTICE OF ONLINE PUBLIC HEARING – CITY COUNCIL

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

PROJECT: 104 Shaver St. – Appeal of the Planning Commission's April 14, 2020 Conditional Approval of a Use Permit (UP19-013), an Environmental and Design Review Permit (ED19-030) and a Variance (V19-003) allowing the construction of a new, 7-unit, multifamily residential apartment building with garage parking and associated site improvements on a 6,264 sq. ft. Downtown parcel; APN: 011-245-40; High-Density Multifamily Residential (HR1) District; Stevan Fontana, Vantana LLC, owner; Mike Larkin for Larkin Architecture, applicant; Donni Uzarski, appellant; File Nos.: AP20-001.

State law (California Environmental Quality Act) requires that this project be reviewed to determine if a study of potential environmental effects is required. It has been determined that this project will not have a significant effect on the environment and no environmental review will be completed. This project qualifies for a Categorical Exemption from the provisions of the California Environmental Quality Act Guidelines under 14 CRR Section 15332 [Class 32, In-Fill Development Projects]. If the City Council determines that this project is in an environmentally-sensitive area, further study may be required.

MEETING DATE/TIME/LOCATION: Monday, June 1, 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 hearing of May 18, 2020 WILL NOT be physically open to the public and the meeting will be streamed live to YouTube at www.youtube.com/cityofsanrafael. Instructions on how to participate online, will be available on the YouTube channel. You will also be able to comment through a conference call during the meeting (number will be provided on agenda)

FOR MORE INFORMATION: Contact Steve Stafford, Senior Planner at (415) 458-5048 or Steve.Stafford@cityofsanrafael.org. City offices are currently closed to public walk-in during the Shelter in Place order, but you may contact the planner for more information. You may also view the staff report after 5:00 p.m. on the Friday before the meeting at <http://www.cityofsanrafael.org/meetings>.

WHAT WILL HAPPEN: You may comment on the project on line or via conference call. The City Council will consider all public testimony and decide whether to grant or deny the appeal of the project approvals.

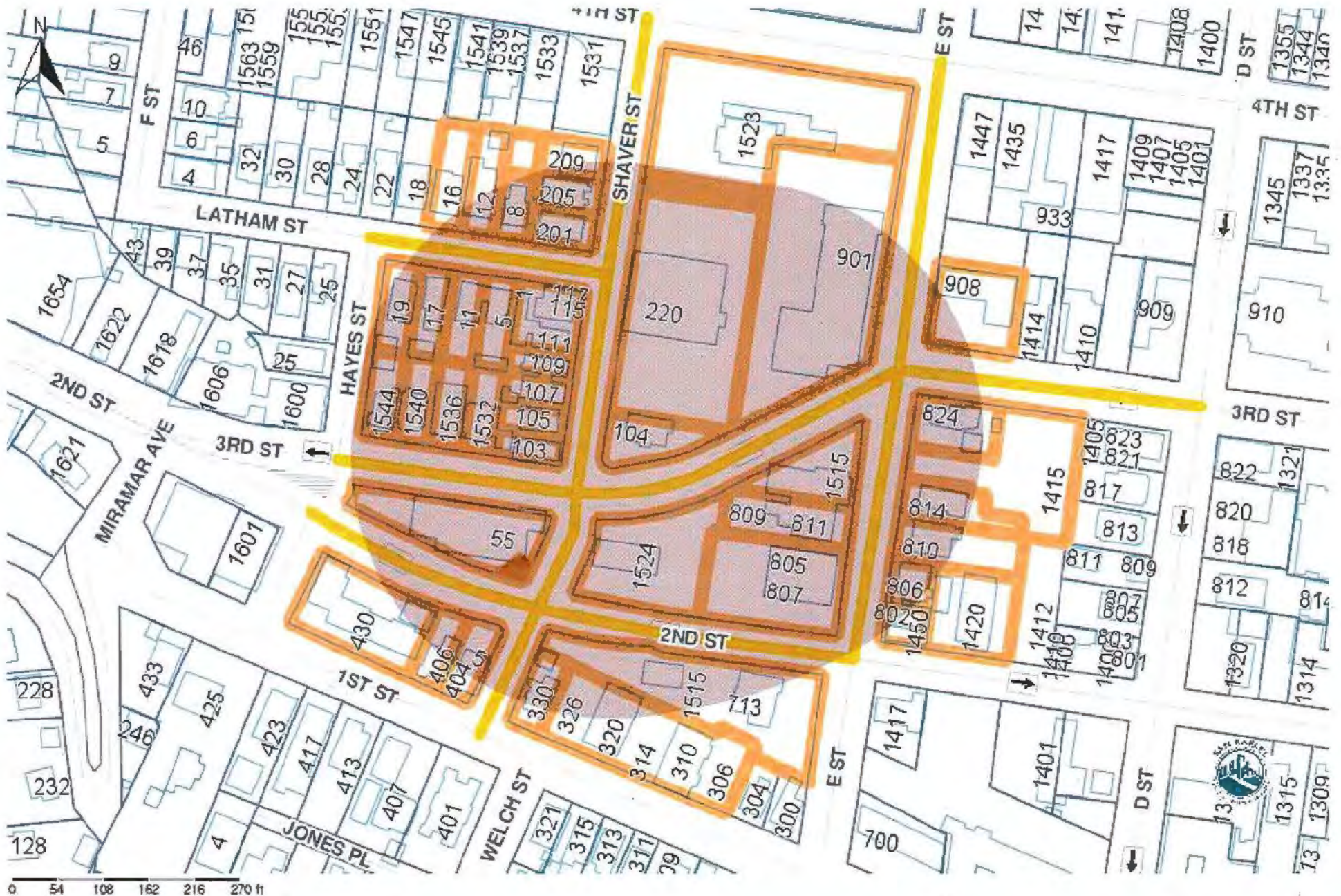
IF YOU WANT TO COMMENT: You may send a letter to Lindsay Lara, City Clerk, City of San Rafael, 1400 5th Ave, San Rafael, CA 94901 or via email Lindsay.Lara@cityofsanrafael.org. You may also comment online during the meeting using a chat feature on YouTube or through a conference call (number will be provided on agenda).

At the above time and place, all written correspondence received will be noted and all interested parties will be heard. If you challenge in court the matter described above, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the above referenced public hearing (Government Code Section 65009 (b) (2)).

Judicial review of an administrative decision of the City Council must be filed with the Court not later than the 90th day following the date of the Council's decision. (Code of Civil Procedure Section 1094.6)

104 Shaver St Project - 300' Noticing Radius

While we strive to produce maps with good accuracy and with current accompanying data, the accuracy of the information herein cannot be guaranteed. This map was prepared using programmatic computer aided drafting techniques, and it does not represent legal boundary survey data.



Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 1:14 PM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Comments: Shaver Lane

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Indi Young [REDACTED]
Sent: Tuesday, May 26, 2020 12:21 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Comments: Shaver Lane

I'm a customer of the Ponsfords Bakery popup on Shaver Lane ... been going there for many, many years. Usually I walk there. The few times I've driven, I've parked on Third street across from the Oil Changing place, right near the property that is going to be developed.

I hear that the requirement for parking on-site is only 1 car per apartment. I distinctly recall hearing how that used to be code back in the 60's but now everyone has two cars. (Especially true if it's a roommate situation, but usually true if it's a family.) So, how is it that this development of 7 apartments only has 7 car parking spaces on site? That neighborhood is already bursting at the seams with cars. I beg you to require 2 car spaces on the property so that the new residents there don't end up having to park 9 blocks away and fight for the few on-street spots there are. This means 14 spaces on the property. If that can't fit, then please reduced the number of apartments until you can have two car spots on the property for each apartment.

Make things better! Don't make them worse, please. 😊 We would love new neighbors, but not more cars.

Indi Young
Researching the Problem Space
[REDACTED]

Upcoming Online Global Courses:

[Mental Model Diagram Usage](#) – How to guide your org's strategy, conduct gap analysis, assess strengths and weaknesses in your support, and set up metrics that actually measures your support as a person pursues their purpose

[Framing Your Study](#) ~ Research is knowledge-creation. What kind of knowledge does your org truly need? Instead of reacting to requests, start laying the foundation of how to explore. Indi will help you get started.

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:23 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver Street

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Haruko Johnston <[REDACTED]>
Sent: Monday, May 25, 2020 3:11 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: 104 Shaver Street

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has

been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likelihood that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Siincerely,

Haruko Johnston

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:23 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver St.

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: DAVID B NOYES <[REDACTED]>
Sent: Monday, May 25, 2020 3:49 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; [REDACTED] Gary Phillips <Gary.Phillips@cityofsanrafael.org>
Subject: 104 Shaver St.

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has

been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likelihood that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

David Noyes


Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:23 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver Street appeal

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Marc Foose <[REDACTED]>
Sent: Monday, May 25, 2020 3:58 PM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: 104 Shaver Street appeal

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a variety of reasons.

First off the right hand turn onto Shaver Street is on a blind corner where drivers must slow quickly, assess the current stop light traffic moving perpendicular to Third street then make a right turn onto Shaver if there's space. As this street is narrow often times the traffic moving through to Second street blocks the entire road requiring one to wait to make that right. This creates a very unsafe condition as traffic on Third Street is moving quickly down the hill and drivers are not expecting to see a stationary car blocking the traffic lane.

Do to the blockage those waiting to make the right hand turn must wait an entire light cycle for the Shaver street traffic to move forward. The other issue is that the small section of street between Third and Second street can only support a line of three vehicles often backing this section up as well.

Do to parking on both sides of Shaver street this has become really a one lane road any additional traffic using this bypass or increasing parking activity will only heighten the challenges for street safety.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of

Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,
Marc Foose

Marc Foose
FOOSEWORKS
Home Improvement Specialist
General Contractor

Referrals are greatly appreciated!

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:23 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 3rd & Shaver Street development

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Diane Demee-Benoit [REDACTED]
Sent: Monday, May 25, 2020 4:25 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 3rd & Shaver Street development

Dear Mayor Phillips and Council Members:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner. The traffic on Third is moving very fast as it comes west down the hill. Making that tight right turn onto a narrow street often causes the cars to swing wide into the oncoming traffic. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. I understand that the house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few un-metered parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely "hardscaped." Currently, when there's heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,
Diane Demée-Benoit

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:23 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Concerned Visitor of Shaver and Latham Streets

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: Suzanne Alfandari <[REDACTED]>
Sent: Monday, May 25, 2020 5:44 PM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>; Cc: Donni Uzarski <[REDACTED]>
Subject: Concerned Visitor of Shaver and Latham Streets

gary.phillips@cityofsanrafael.org,
kate.colin@cityofsanrafael.org,
maribeth.bushey@cityofsanrafael.org,
john.gamblin@cityofsanrafael.org,
andrew.mccullough@cityofsanrafael.org,
city.clerk2@cityofsanrafael.org
Cc: Donni Uzarski <[REDACTED]>

City Council

**1400 Fifth Avenue
San Rafael CA**

Dear Mayor Phillips and Council members:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few

untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,

Suzanne Alfandari

SuzanneAlfandari.com

Leslie Simons

San Rafael, California 94901

Mayor Gary Phillips
City of San Rafael
1400 Fifth Avenue, Room #203
San Rafael, California 94901

May 23, 2020

sent via: city.clerk2@cityofsanrafael.org.

Regarding: June 1, 2020 San Rafael City Council Meeting
Subject: 104 Shaver Street

Dear Mayor Phillips

The developer of the subject apartment building is asking for several allowances to build a seven unit multi-family apartment building. Looking at the plans it is apparent to this observer that each unit, with the exception of unit #1, could easily house two couples.

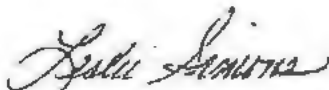
There is reason to believe that the tenants in the new Whistlestop building at Third and Brooks could be so mandated as most are elderly and many no longer driving; this project is a very different thing altogether. Allowing one parking space for a possible four adults is quite outrageous. Is there going to be a requirement in the unit's CC&Rs that mandates this very limited parking allowance? That only one tenant is allowed to own a car? Such a restriction will not happen otherwise.

This neighborhood, referred to in city staff documents as in the "Downtown" is actually within the "West End" which I understand begins at E Street extending down Second, Third and Fourth to the west city boundary. The Latham/Shaver area is very characterful and family friendly but currently experiences unmanageable parking issues. Should this property be built as planned, the influx of a possible 24 adults with only six vehicle spaces available (ADA parking NIC) means there may be up to 18 additional vehicles filling the neighborhood.

I do not claim to understand all the ramifications of state law and the recommendations outlined in the Planning Commission staff report for the April 14, 2020 meeting. I do believe the standard should be at the minimum one vehicle per bedroom plus an allowance for guest parking. The first proposal presented for Conceptual Design Review for six units in February 2019 consisted of five 2-bedroom units. Somehow they were here again asking to reduce the "official" requirements from 9 spaces to 6, including the ADA space.

Shaver Street, where garage access is proposed, is very narrow with parking allowed on both sides. Should this proposed development be allowed to proceed the congestion in this quiet neighborhood will be greatly impacted. Traffic and parking studies should be required and the requirement for CC&Rs to limit vehicles relating to this project must be included in the council's decision should they allow the project to proceed.

Sincerely,



cc: Kate Colin, Vice Mayor
Maribeth Bushey
Andrew McCullough
John Gamblin
Steve Stafford, Senior Planner

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 100 Block of Shaver Ave.

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: Marstin Tallant <[REDACTED]>
Sent: Monday, May 25, 2020 1:21 PM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: RE: 100 Block of Shaver Ave.

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Gary Phillips and Council Members:

I am writing in support of the appeal of 104 Shaver Street current plans for building in this neighborhood. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that right, tight turn

onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn and this project will amplify the situation. There have been quite a few accidents on that corner over time, without the added visibility problem. The house on the west corner of Shaver has been driven into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few non-timed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now. As I visit Ponsfords Place Bakery on a regular basis, I am always confronted with parking issues. Long weekend holidays, like the present, gives one a better sense of the parking issue; no one is leaving due to COVID0-19 which equals over-parking, if that is possible.

There is the charm of the West-end neighborhood. It is a very pleasant street to drive and walk down. There are not many neighborhoods with this charm. The homes are affordable, if that is possible in Marin, and allows first,

and maybe only, first time buyers to own property near employment.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hard-scaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re-evaluate this project. The residents already live with adverse safety, parking and flooding realities.

- 1.Reduction of Units from 7 to 5: This would still qualify for High Density bonuses in California.**
- 2.AFTER Covid-19: A TRAFFIC IMPACT ASSESSMENT to be done to study SAFETY, at 3rdand Shaver, AND a PARKING ANALYSIS on Shaver, Latham, Hayes and F Streets.**
- 3.SAFETY for children riding bikes to school. According to the Bicycle Safety Map for San Rafael School District it is unsafe for bikers to use Shaver/3rdin the morning commute, but they still do.**

4. Preserve the neighborhood as one of small, irreplaceable cottages.

5.

Sincerely,

Marstin Tallant



Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Shaver Street Houses

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: diane greenberg [REDACTED]
Sent: Monday, May 25, 2020 1:46 PM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>; [REDACTED]
Subject: Shaver Street Houses

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by

the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Siincerely, Diane Greenberg

Diane Greenberg

"What day is it?"

It's today," squeaked Piglet.

My favorite day," said Pooh." AA Milne

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver Street, San Rafael, project

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: David Weckler <[REDACTED]>
Sent: Monday, May 25, 2020 2:02 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 104 Shaver Street, San Rafael, project

City Council

1400 Fifth Avenue

San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of the 104 Shaver Street project. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the

few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now. I have had to park illegally or many blocks away to be able to pick up purchases at Ponsford's Place bakery. Requiring clearly half or fewer parking spots than the number of cars certain to be associated with these units, means the project will make life miserable for everyone else who lives or visits in the neighborhood. Please don't approve a pre-failed project!

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,

David Weckler
[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver Street Overly High Density Apartments

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Neil Bloomfield <[REDACTED]>
Sent: Monday, May 25, 2020 2:14 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>; Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>
Subject: Fwd: 104 Shaver Street Overly High Density Apartments

email address now corrected!

Neil Jon Bloomfield
Bloomfield Law Group, Inc
A Professional Corporation
[REDACTED]
San Rafael, CA 94901

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----- Forwarded message -----

From: Neil Bloomfield <[REDACTED]>
Date: Mon, May 25, 2020 at 2:03 PM
Subject: 104 Shaver Street Overly High Density Apartments
To: San Rafael City Clerk2 <cityclerk2@cityofsanrafael.org>, Kate Colin <kate.colin@cityofsanrafael.org>, John Gamblin <john.gamblin@cityofsanrafael.org>, Andrew McCullough <andrewmccullough@cityofsanrafael.org>, Maribeth Bushey <maribeth.bushey@cityofsanrafael.org>, Mayor Gary Phillips <garyphillips@cityofsanrafael.org>
Cc: Donni Uzarski <[REDACTED]>, Neil Bloomfield <[REDACTED]>

Dear San Rafael City Clerk, Mayor Phillips, and San Rafael City Council Members:

I live at [REDACTED] about one block away from 104 Shaver Street, and I work at [REDACTED] one block away from 104 Shaver street in the opposite direction.

I am presently handicapped due to a very recent ankle replacement surgery (9 days ago) after a recent knee replacement surgery.

There are no handicapped parking spots on Latham at all, and parking is extremely scarce both on Latham, on Shaver, and on Hayes. My home is on the corner of Hayes and Shaver.

With 104 Shaver Street as it is, essentially vacant, parking is between difficult to impossible on Latham, on Hayes, and much of the time also on Shaver. With the development, parking will be impossible to beyond impossible. And I will have to park many many blocks away, at this time when it is difficult to impossible for me to walk without a walker.

The proposed changes are too dense for this neighborhood. The proposed development adds 7 or more cars without off street parking, and without counting visitors to 7 units. The parking on site is meagre and limited.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of

Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those of us that live and work here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. WestAmerica Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. As a resident I already live with adverse safety, parking and flooding realities.

Thank you in advance for re-evaluating this project and for substantially increasing its off street parking requirement and for substantially lowering its density. I am opposed to this project in its present form.

SincerelyYours,

NeilBloomfield
Resident, [REDACTED] San Rafael

*Neil Jon Bloomfield
Bloomfield Law Group, Inc
A Professional Corporation*

[REDACTED]
San Rafael, CA 94901
[REDACTED]

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Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:23 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: New Building Developments

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: [REDACTED]
Sent: Monday, May 25, 2020 2:54 PM
Subject: RE: New Building Developments

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing

wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will

increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely, Elizabeth Briggson Resident of San Rafael & San Anselmo for 28 years. Please do not ruin this beautiful downtown area, which is sweet as it is, and already FULL up to capacity . Thank you

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Please don't allow this parking and flooding nightmare to happen

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: Georgia Kahn <[REDACTED]>
Sent: Monday, May 25, 2020 12:30 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; Donni Uzarski <[REDACTED]>; Gary Phillips <Gary.Phillips@cityofsanrafael.org>
Subject: Please don't allow this parking and flooding nightmare to happen

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on 3rd Street is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a

few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsford's Place Bakery. Prior to Covid-19, downtown workers parked here all day. There is simply not enough street parking for those that live here now!

Do the math: 6 units with 2 master suites and 1 unit with 1 bedroom = 13 bedrooms. 2 cars per unit = 13 cars. 4 cars per unit = 26 cars. The building itself will have 7 parking places. So 6-19 cars will need street parking, adding to an already impossible parking situation. **WHAT COULD POSSIBLY GO WRONG?**

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. **West America Bank** and the AT&T building are completely hard-scaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. Perhaps a smaller building with fewer units and parking for all its residents and their guests. The people who now

live in this neighborhood are already coping with adverse safety, parking and flooding realities. The City of San Rafael should not add to them.

Sincerely,

--

Georgia Kahn

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Proposed 104 Shaver Project

Importance: High

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Barbara Hart <[REDACTED]>
Sent: Monday, May 25, 2020 12:36 PM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>
Cc: Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; 'Donni Uzarski' <[REDACTED]>
Subject: Proposed 104 Shaver Project
Importance: High

Barbara Hart
<[REDACTED]>

San Rafael, CA 94901

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Council Members:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsford Place Bakery's. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West

America Bank and the AT&T building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re-evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,
Barbara Hart

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver Street

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

-----Original Message-----

From: Jeanne Cronis Campbell <jeannecronis@gmail.com>
Sent: Monday, May 25, 2020 10:46 AM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 104 Shaver Street

Dear Mayor Phillips and Council Members:

I have lived in Gerstle Park for 40 years. San Rafael was once a charming city, but with the plethora (of past & proposed) building projects, and the "Smart" Train, traffic and density has increased, and the City has lost its charm. Additionally, this is a time when we are supposed to be distancing ourselves; is it really wise to increase density in the City?

Further, with Covid-19 I imagine there will be failing businesses in San Rafael which will likely lead to empty buildings; perhaps some of those could be converted or used for housing instead. That would be a better use of resources.

I would also point out that many large office buildings that have been built in the last ten years or so still have vacancies.

In short, it is not "business as usual" anymore; surely each of you are aware of this. And to think that business will return to the way they were in the past is short-sighted.

PLEASE STOP over building San Rafael.

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. Please listen to your constituents. The residents already live with adverse safety, parking and flooding realities.

Sincerely,

Jeanne Cronis Campbell

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: In Support of the Appeal

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: Sharon F Oda <[REDACTED]>
Sent: Monday, May 25, 2020 11:51 AM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: In Support of the Appeal

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has

been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likelihood that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,

Pushpa Oda

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver Street project - APPEAL

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: Richard Whittaker [REDACTED]
Sent: Monday, May 25, 2020 10:07 AM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 104 Shaver Street project - APPEAL

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

As residents of the nearby Gerstle Park neighborhood, my wife and I share the following concerns about the proposed 104 Shaver Street project:

We are writing in support of the appeal of 104 Shaver Street. After reviewing the project we are concerned for a number of reasons.

It is on a blind corner where drivers must slow

quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likelihood that 3rd Street will also flood.

Please re evaluate this project. The residents already live

with adverse safety, parking and flooding realities.

Sincerely,

Richard and Alison Whittaker

[REDACTED]

San Rafael CA 94901

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: objection to complex at Shaver/3rd

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: ETTY Dolin [REDACTED]
Sent: Monday, May 25, 2020 10:09 AM
To: City Clerk <City.Clerk2@cityofsanrafael.org>; Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>
Cc: [REDACTED]
Subject: objection to complex at Shaver/3rd

Please accept my object to the approval of a condominium project at Shaver/3rd and respond to the requests of the SHAVER/LATHAM NEIGHBORHOOD.

An opportunity to get add'l funds must be balanced by the needs of the neighborhood where the new project resides and am counting on my representatives to balance their considerations fairly to all.

OVERKILL WILL KILL SAN RAFAEL

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There

have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely, ETTY Dolin

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Appeal of 104 Shaver Street

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: Liz Salin <[REDACTED]>
Sent: Monday, May 25, 2020 10:32 AM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Appeal of 104 Shaver Street

May 25, 2020

**City Council
1400 Fifth Avenue
San Rafael CA**

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic

on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,

Liz Salin

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:22 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Shaver St

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

From: Suzanna Rumon [REDACTED]
Sent: Monday, May 25, 2020 9:33 AM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: Shaver St

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has

been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Siincerely,

Suzanna Rumon

Gerstle Park
San Rafael, CA 94901

•Oakland, CA 94621

Suzanna Rumon

Sent from my mobile
Small buttons, big fingers

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Writing in support of the appeal of 104 Shaver Street

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Indira Guerrieri [REDACTED]
Sent: Monday, May 25, 2020 9:22 AM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Writing in support of the appeal of 104 Shaver Street

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Council members:

I am writing in support of the appeal of 104 Shavar Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for the neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and for customers like me of Ponsfords Place Bakery. Prior to Covid19, I was told that downtown workers parked there all day. There simply is not enough street parking for those that live there now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when the city has heavy rains, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,
Indira Guerrieri, San Rafael resident

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Appeal the plans for 104 Shaver St

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Summer Huff <[REDACTED]>
Sent: Sunday, May 24, 2020 8:35 PM
To: Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Appeal the plans for 104 Shaver St

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the **appeal of 104 Shaver Street**. I live directly across the street at [REDACTED]. After reviewing the plans for the project I am deeply concerned about several key matters.

First is my **concern on safety**. Shaver St is a particularly narrow street and it crosses the ever-busy Third St. The turn for Shaver when driving on Third St happens after a big slope, and cars on Third tend to be going quite fast. The visibility is already very limited; it is a tough angle in which cars must cut to turn right onto Shaver. These plans have been granted variances to be closer to each street sidewalk, expanding their footprint, which will limit visibility that *much more*. Countless times have I tried to turn right onto Shaver St from Third St, but am unable to even fit my small SUV at the turn because there is a car waiting at the red light at Shaver and Third St that doesn't allow my car to turn into Shaver street entirely. Slowing with your turn signal on and praying you don't have to come to a full stop on Second St if you cannot fit onto Shaver due to another car is certainly not safe as it is. Additionally, inside of my house I have heard several crashes out of my window.

Another concern is the actual **issue of parking** in our neighborhood. It has never been plentiful or abundant, as the building plans asserted. I was alarmed to learn that that the spaces allotted to 104 Shaver St far under-number the amount of residents that will move in. Simply put, it is really competitive now and I am opposed to there being that many more cars to compete with parking on my block and beyond. To touch on this point, it has yet to be addressed - **where will all the construction vehicles will park?**

Last but not least, I am concerned about what this means for our **watershed**. If this project is accepted, it will get rid of the permeable soil on the west side of the street. The two major buildings on our block (West America and AT&T) are "hardscaped". I've seen it **flood** on my block after heavy downpours.

I am asking you to **please re-evaluate** this project. The safety, parking, and flooding realities are serious.

Sincerely,

Summer Huff

--

Summer Huff

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Concerned about parking housing development

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: marti sukoski <[REDACTED]>
Sent: Monday, May 25, 2020 9:03 AM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Concerned about parking housing development

As a concerned citizen of Marin County, I feel the housing project on Shaver/3rd Streets needs to be modified as the neighborhood cannot accommodate so many more cars on the Street.

I want to see addressed the following in the June 1 City Council meeting:

1. Reduction of Units from 7 to 5
2. A traffic impact assessment be done to study Safety at 3rd and Shaver and a parking analysis o Shaver, Latham, Hayes and F Streets.
3. The safety for children riding bikes to school, as it is unsafe for bikers to use Shaver/3rd in the morning commute, but they still do.

Thank you,

Marti Sukoski

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver street.j

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Peter Roberts <[REDACTED]>
Sent: Sunday, May 24, 2020 8:10 PM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 104 Shaver street.j

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal oxf 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of

Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,

Peter Roberts.

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Project at 104 Shaver Street

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

-----Original Message-----

From: Jill Myers <[REDACTED]>
Sent: Sunday, May 24, 2020 11:42 AM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: Cc: [REDACTED]
Subject: Project at 104 Shaver Street

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,
Jill Myers

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver Street

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Karen Schell - [REDACTED]
Sent: Sunday, May 24, 2020 3:36 AM
To: Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>; Cc: Donni Uzarski [REDACTED]
Subject: 104 Shaver Street

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likelihood that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely, Karen Schell

Sent from my iPhone

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Shaver Street

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Judy Schriebman [REDACTED]
Sent: Saturday, May 23, 2020 9:41 PM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: Donni Uzarski <[REDACTED]>
Subject: Shaver Street

Dear Mayor Phillips and Councilmembers:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

Safety: It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. This project will make that much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times. The structure will further limit visibility, creating an even more unsafe situation.

Limited Parking: Parking has been a major problem for this neighborhood for a long time. It is a planning myth that high density residents will not have cars because they are near services or on bus routes. Many people in multifamily apartments have more than one car, which means they are parking on the street, and in densely parked neighborhoods, this means additional driving around trying to find parking. In San Rafael, as in most of Marin, we remain car dominated. It will take some time to shift this historical pattern, but not supplying adequate resident parking pushes resident parking onto already crowded streets. Shaver Street is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. There simply is not enough street parking for those that live there now.

Watershed/Flooding issues. If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when there is heavy rain, the 100 block of Shaver and parts of Latham already flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood. Increased imperviousness upstream also adds a small but cumulative effect downstream, by moving waters off roof, streets and paved areas on increasing impacted storm drains. With Sea Level Rise, this upstream imperviousness will continue to add to the flooding in downtown, as well as locally. The city should be evaluating the capacity of the storm drain system before adding any

more impervious pavement; and in fact should be creating detention basins and taking away impervious structures wherever possible to help attenuate heavy rainwater leading to flooding.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,

Judy Schriebman

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Protect the Parking for the housing residents on Shaver and Latham Streets

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

-----Original Message-----

From: Margaret Eldridge <[REDACTED]>
Sent: Saturday, May 23, 2020 2:33 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: Donni Uzarski <[REDACTED]>
Subject: Protect the Parking for the housing residents on Shaver and Latham Streets

I visit friends who live at [REDACTED]. These houses are all in the same tiny neighborhood. When I visit my friends in the evenings, when most of the local residents are home, I cannot find an available parking space near their houses. I always end up parking up on Fourth St or in the WestAmerica bank parking lot.

The new apartment complex proposed for the corner of Shaver and Third Streets needs to provide adequate on-site parking for the number of tenants up to 2 cars per tenant family occupying that space. There is ZERO street parking in the surrounding neighborhood and additional cars will result in an untenable situation.

San Rafael City council MUST not agree to the developer's plan to allow more cars to be parked in a residential area that has no additional parking available. City Council MUST consider the quality of life for their existing taxpayers.

Sincerely,

Margaret Eldridge
[REDACTED]

San Rafael, CA 94903
[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver Appeal

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Amy Likover [REDACTED]
Sent: Saturday, May 23, 2020 5:00 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; Jim Schutz <Jim.Schutz@cityofsanrafael.org>; Paul Jensen <Paul.Jensen@cityofsanrafael.org>
Subject: 104 Shaver Appeal

Mayor Gary Phillips
Councilmembers
Lindsay Lara, City Clerk
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

May 22, 2020

Dear Mayor and Councilmembers,

Re: Appeal of 104 Shaver St. Development, June 1

You will be asked to reconsider the 7-unit housing development at 104 Shaver Street on June 1st. At issue is a 13-master bedroom building with 7 parking places sandwiched between Third and Fourth Streets in an over-parked neighborhood with narrow streets.

The development is located on an already dangerous corner where Third Street curves and where residents regularly witness "near misses." The consequences of an under parked development at such a corner are predictable: there will be more congestion and closer calls making what is currently a charming historic neighborhood less livable. Instead, this development should have fewer units and more onsite parking to accommodate residents and their guests. Otherwise, it is bad planning!

We consider the charming neighborhood of Shaver/Latham an example of what makes San Rafael so special. It is a multi-generational urban neighborhood with an historic flavor. Given its location, we consider it fragile. As you know in your own neighborhoods, striking the balance of safety and livability is critical. It is

this dynamic that makes a place viable. The City's approval of the under-parked site at 104 Shaver Street will push the neighborhood out of whack.

When we built our single-family house in 2010 we were required to provide 4 off-street parking places. At times, we have needed them as will people living in this new development. It is not unreasonable to require 2 parking places per apartment at a minimum.

We ask you to consider Shaver/Latham your own neighborhood. By lessening the number of units and adding more onsite parking, the new development would add rather than detract from Shaver/Latham.

Yours truly,

Amy and Joe Likover

[REDACTED]
San Rafael, CA 94901
[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 26, 2020 9:21 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Regarding 104 Shaver Street project

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Ximena B [REDACTED]
Sent: Saturday, May 23, 2020 8:53 PM
Cc: [REDACTED]
Subject: Regarding 104 Shaver Street project

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Council members:

I am writing in support of the appeal of 104 Shaver Street. After reviewing the project I am concerned for a number of reasons.

It is on a blind corner where drivers must slow quickly. The traffic on Third is moving very fast as it comes west down the hill. Making that tight turn onto a narrow street often causes the cars to swing wide. The visibility on that busy corner is further compromised by the angle of the turn. The project will make this much worse. There have been quite a few accidents on that corner historically, without the added visibility problem. The house on the west corner of Shaver has been crashed into several times.

Parking has been a major problem for this neighborhood for a long time. It is one of the few untimed parking streets in the West End neighborhood. Currently, there is not enough parking for the residents and customers of Ponsfords Place Bakery. Prior to Covid19, Downtown workers parked here all day. There simply is not enough street parking for those that live here now.

If this project goes forward as proposed, it will essentially erase all permeable soil on the west side of the street. West America Bank and the ATT building are completely hardscaped. Currently, when we have heavy rain, the 100 block of Shaver and part of Latham flood. 104 Shaver is even lower and very near to the historic San Rafael Creek bed. This will increase the likeliness that 3rd Street will also flood.

Please re evaluate this project. The residents already live with adverse safety, parking and flooding realities.

Sincerely,

Ximena Bervejillo

--

"Educating the mind without educating the heart is no education at all"
Aristotle

Steve Stafford

From: Victoria Sievers <[REDACTED]>
Sent: Monday, May 25, 2020 4:08 PM
To: Paul Jensen; Bill Guerin; Steve Stafford; Gary Phillips; Kate Colin; Andrew McCullough; John Gamblin; Maribeth Bushey
Cc: Lindsay Lara; Donni Uzarski
Subject: 104 Shaver St. Appeal

To: Paul Jensen, Bill Guerin, Steve Stafford, Mayor Phillips and Councilmembers
From: Vicki Sievers, Sun Valley
Re: 104 Shaver St. Appeal

I am writing in support of the Appeal made by the neighbors of the 104 Shaver project.

As a regular pedestrian and driver through the 3rd-4th St./Shaver/Latham area for 40 years, I am well aware of the already-challenging issues presented by the intersection of major arterials with narrow residential streets. The points made in Appeal letters with respect to Safety, Traffic Congestion and Parking are serious and valid. For example, the loss of on-street parking places alongside the addition of several new vehicles (due to insufficient off-street parking at the new structure) seems untenable.

Increasing ADA and BMR-inclusive housing is an important goal, but a balance can be made between infill/density-increase and gentle regard for safety and quality of life in a historic neighborhood. Reducing the number of units and adding realistic on-site parking could achieve such a balance.

Thank you for your careful consideration.

24 May 2020

City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

Via Email Due to Covid-19
Shelter in Place (SIP) Restrictions

Public Works Department
Community Development Department
Parking
City Clerk
Senior Planner
City Council

Attention:	Paul Jensen, CD Director	paul.jensen@cityofsanrafael.org
	Bill Guerin, PW Director	bill.guerin@cityofsanrafael.org
	Bill Myhers, Parking.	bill.myhers@cityofsanrafael.org
	Lindsay Lara, Clerk.	lindsay.lara@cityofsanrafael.org
	Steve Stafford, Planning	steve.stafford@cityofsanrafael.org
	Gary Phillips, Mayor	gary.phillips@cityofsanrafael.org
	Kate Colin, Vice Mayor	kate.colin@cityofsanrafael.org
	Andrew McCullough	andrew.mccullough@cityofsanrafael.org
	Maribeth Bushey	maribeth.bushey@cityofsanrafael.org
	John Gamblin	john.gamblin@cityofsanrafael.org

Re: 104 Shaver Street proposed project

Our neighborhood (Shaver/Latham/Hayes/F Street) is very threatened by the proposed building project at 104 Shaver Street, on the corner of 3rd Street.

This Appeal seeks the Council's intervention to help find compromises that will lessen the dangerous impacts on our established neighborhood.

The development application has now been appealed because it was fast tracked with exemptions to former requirements and waivers, while public participation and scrutiny were ignored earlier and false statements were made by Staff.

Covid requirements have hampered due process and we know that essential assessments and studies, of traffic safety and the current parking situation, have not been conducted and as a result, the actual realities of the Shaver-Latham-Hayes-F Streets neighborhood were not addressed.

Our major concerns are: safety, parking, drainage and flooding.

SAFETY

Third Street is a major commute arterial. Traffic moves above the speed limit as it crosses E Street, down the curved slope towards Shaver Street. Ahead are visual distractions and the hazards of cars entering Third Street from Valvoline Oil, numerous AT&T trucks, and, during the afternoon commute, the setting sun decreases visibility for drivers. Drivers intending to make the 70 degree right turn onto Shaver must signal and slow, causing hard braking and near rear-end collisions when following drivers are inattentive or blinded by the sun. Drivers familiar with the potential danger of the tight corner, know that they must slow down quickly and execute a careful maneuver onto Shaver Street. Frequently, the turning car swings wide across lanes into on-coming traffic at that corner. Shaver Street is narrow and circulation limited, inviting additional sideswipes. There have been three automobile accidents in this exact area in the past two weeks.

On school mornings, clusters of bike-riding children wait on Shaver Street to cross 3rd at the signal. A wide swinging car may cause grave injury to those children. The San Rafael School District does NOT recommend bicyclists use this intersection to bike to school; nonetheless, the children used it every school day before the Shelter in Place was established. This is an existing condition that the proposed project will exacerbate by increasing density. It is a situation that cannot be adequately studied and evaluated due to the Covid Shelter in Place restrictions.

These safety concerns are known and shared by residents, several of whom report either being hit or almost hitting someone in the north Shaver crosswalk when cars attempting the turn from 3rd to Shaver, confront tight turn, the change of speed, the narrow opening due to narrow street width, and reduced visibility. Just three days ago, on Monday, May 18, 2020, there was an accident on Third, just before Shaver in which one of the cars required being towed. The City of San Rafael chart (0-0175017-FINAL-REPORT-Appendix-C-2019-May-24.pdf) of traffic accidents confirms and documents that this is a dangerous traffic spot.

The project at 104 Shaver proposes 65% lot coverage with the building, then further includes vegetation and trees between the oversized structure and Third Street. The current situation is difficult, even with the house set well back from Third Street, due to the presence of large trees which block the view of the upcoming intersection. As shown on the plan drawings, this project will grossly exacerbate the visual impediment, making this even more of a blind intersection, and compounding the already high danger of vehicular accidents and injuries. The Planning Commission allowed the developer to expand the project's footprint beyond the norm. While an increase from 60 to 65% may appear inconsequential, the added mass will increase existing visibility problems for drivers trying to make the turn from Shaver into 3rd Street traffic flow. While the landscaping shown in the drawings is attractive, the inclusion of trees lining Third Street effectively blocks the driver's view of the upcoming intersection.

Moreover, this project proposes to add a driveway opening into Shaver Street just beyond the corner of Third. They have been offered a variance that reduces the garage set back by five feet, so cars could extend onto Shaver Street. This will be hidden from traffic making the turn, and likewise, the traffic exiting the proposed development will not be able to see the oncoming traffic from Third Street until it is upon them – the vehicles entering and exiting in this driveway will neither see, nor be seen and unable to avoid turning traffic. This further increases hazards posed to drivers, bicyclists, and pedestrians.

The corner of Shaver and Third is a very dangerous place to add greater congestion.

PARKING

The 7-unit multi-family structure, as proposed, contains 13 Master bedrooms. It is not unreasonable to assume this may attract up to twenty-six (26) driving adults. One of the 8 required parking spaces has been eliminated at the developer's request by variance and new bike offsets, so the project only provides 7 on-site parking spots.

The on-street parking on Shaver, Latham, Hayes and F Streets is already saturated. In order to accommodate the driveway for this project, an additional existing on-street parking space will be eliminated. When another 7 to 19 cars need street parking in a neighborhood already suffering a glut of on-street parked vehicles, the hardship created far outweighs the benefit of 7 units.

Adding heavy equipment and vehicles on the corner and along Shaver Street during 18-24 months of construction is untenable. Before construction begins, we would like to know where the crew and vehicles will be parking. Construction congestion will be more than a nuisance for us, we are afraid of accidents and limited emergency vehicle response.

Although 104 Shaver is on Shaver Street, directly across from our West End Village neighborhood, it has reportedly been re-zoned as 'downtown', with concomitant variances in regulations; is that a just designation for our community? The single family, two bedroom, one bath home currently on the property has been in existence for approximately 113 years, and reflects the architectural style of our neighborhood; it is an error that this property with a Shaver Street address was not included in the West End Village zoning.

The City Council Staff Report (November 6, 2017) actually supports reducing the number of units on this parcel. According to the report, "Higher residential densities were adopted for the Downtown with ranges from 15-32 dwelling units/acre for the West End Village to 32-64 dwelling units/acre in the Fourth Street Retail Core, Hetherton Office and Second/Third Corridor districts."

<https://www.cityofsanrafael.org/documents/cc-110617-staff-report-gp2040/>
Additionally, this 3-story, 7 unit, modern structure does not comport with the San

Rafael General Plan for the West End Village, which states that "...new buildings will typically range from one to two (2) stories with opportunities for occasional three (3) story mixed use commercial/residential buildings which complement the older buildings in the district." Were this a mixed-use building, additional parking would have been required. This project takes undue advantage (three stories, non-conforming architecture) of allowances for a mixed use project while remaining a residential project and thereby avoiding the necessity for sufficient off-street parking – it is a design hybrid, which does not fit with the charm and character of this historic (130 year old) neighborhood.

As a Shaver Street property, and clearly architecturally part of the West End Village community, the 15-32 dwelling unit limit should apply to the parcel at 104 Shaver Street. This parcel is 6,264 square feet, which is 14.38% of an acre in size. Multiplying the acre % by the range of dwelling units yields 2.1 to 4.6 dwelling units for this parcel – not seven!

Why not lessen project density to no more than 4 units? Is it responsible planning for the Design Review Board and the Planning Commission to fully acknowledge the current parking reality, ignore it and then approve the project making statements such as, "This is going to cause grief" and "Let's see how it works as far as I'm concerned. We'll find out."

Nowhere in the hearings did Design Review Board members or Planning Commissioners mention calculations or studies done to support that the project area contains either ample or even adequate on street parking. The "Downtown Parking and Wayfinding Study Staff Report" relied upon findings by Kimley-Horn and Wiltec Traffic Data Services, which as relates to the West End Village (figures 17 and 20) show orange (85-89%) and red (90-100%) occupancy rates for on-street parking on Hayes, Latham, Shaver and F Streets both during the week and on weekends during the surveyed time period in 2015; parking availability has only gotten worse since then. In that same report, parking areas as shown in Figure 34 do not distinguish between public and private parking. For example, a parking lot is shown on Shaver at Latham, but it is private, gated parking for AT&T only.

The reality for every current resident, is that existing parking needs significantly exceed existing parking availability.

Additionally, every car in 104 Shaver's garage will be required to make a 3-point turn to orient their car to a forward driving position to get out of the driveway. Like AT&T's gated entry, only one vehicle can use the driveway at a time; meanwhile street traffic stacks, waiting, and adding to drivers' frustration.

The project was granted another variance allowing 50% compact spaces instead of the required 30%. As acknowledged by the project architect, there is no way to mandate renters must own compact cars that fit the as-designed garage spaces. When asked at the DRB meeting where would the guy with the F150 park,

the response from another DRB member responded, "That's the guy parking on the street." Future renters with full size vehicles, or those who may feel unequal to the necessary turning maneuver will avoid this burdensome task and back out onto Shaver Street, adding to the existing traffic hazards and endangering pedestrians and bicyclists. Or renters may decide not to use the garage at all, creating an even greater parking problem for the surrounding community.

FLOODING

I hired Paul Torikian of Torikian Associates, to conduct a soils report on Shaver Street in 2014. In the report, he states that "...unconsolidated deposits of clay, silt, sand and gravel transported and deposited by streams. The site is located in a wide old stream bed which is part of Sun Valley. The valley extends through downtown San Rafael, including areas between 4th street and 2nd street, where Shaver street is located." "...Shaver Street is located at the lowest elevation of this area. Gravity flow to take care of the ground water from foundation drains will not be possible. Both for surface run-off from the side yard and the run off from the roof may require a sump pump...to de-water the property during heavy rains."

The proposed development at 104 Shaver lies within 30 feet of the former San Rafael Creek bed. This is not a dormant waterway: it floods when there is a confluence of heavy rain and a high tide. There is nowhere for surface water to go when our low-lying area drains fill up. Rain runs off the hard surfaces and migrates up onto the sidewalks on the lower section of Shaver Street, encroaching to the fence line at 111 and 115 Shaver, making the sidewalk impassible. The corner at 117 Shaver, with its ADA curb is completely submerged and therefore, non-compliant. Typically, several hours are needed for this to recede. This occurs fairly frequently when it rains.

Our neighborhood has a substantial number of seniors living alone. Several use walkers, and several more must have an aide accompany them on their walks. City records estimate between 15-20% are elderly; that understates the actual senior population in this specific neighborhood.

City Staff has stated their position that a three-block walk from parking to their homes is not considered a problem. We disagree with that assessment on behalf of our elderly. It cannot be disputed that this becomes a very significant issue when the sidewalks are flooded and impassible. We also have several families with young children and a trip to the grocery store can cause several 3 block back and forth trips, made worse in rain conditions.

Currently, we are in drought conditions. That does not justify failure to consider increasing Bay water intrusion caused by sea level rise, our neighborhood's existing high-water table, and the extreme rain events that have become part of our changing climate.

How will the tenant in the garage level ADA unit maneuver should heavy rain cause flooding?

The expanded 65% lot coverage at 104 Shaver reduces permeable land for rainfall absorption. Removing the 4 native Coastal Live Oak trees currently on the property further limits absorption and negatively affects both carbon sequestration and wildlife habitat in our urban environment. The proposed replacement trees are deciduous maples; their leaf litter may block surface drains.

This will increase the volume of storm water runoff that has to be absorbed. The project's bioswales max out at the 10-year flow. This property is in a 100-500 year flood zone.

It is indisputable that the AT&T building, immediately adjacent to 104 Shaver, must pump ground water from its basement at least twice a day due to the existing high level of ground water here, even in the absence of high tides and storms. They had to conduct an extensive remediation project several years ago to redirect the pumped water into a below ground drainage system. Although surface waters have been redirected underground through pipes, the ground water table remains quite high.

I have personal knowledge of the surface and subterranean water challenges of this neighborhood because I was involved in the reconstruction of the bakery at 117 Shaver Street after it burned down in 1991. The contractor had to perform extensive additional work to mitigate the high ground water and saturated soil conditions when constructing the foundation. Several neighbors on the 1500 block of 3rd Street use sump pumps to keep their below ground levels free of pooling water.

Please, consider that the proposed decrease in permeable land combined with the fact that the entire east side of Shaver Street is hardscaped (ATT building and parking lot, West America Bank, the oil change place and the car wash on 2nd), will increase the volume of storm water runoff that must be sent to our already overburdened sewer system.

Why make a bad situation worse? It is likely that the intersection of Third and Shaver will experience flooding as a result, compounding the traffic hazards on a main arterial. Unresolved drainage should not be minimized as the ground level ADA unit may be affected both inside the proposed garage and in the driveway or walkway should a mobility-restricted tenant face a problem entering, or trying to exit, during a storm-high tide event.

That the proposed project will exacerbate current surface water problems remains an unresolved concern to be addressed in the future by the project's civil engineer and city staff. Will neighborhood residents' experiences and comments be part of that process or is this a ministerial function from which we, the residents most affected, are excluded?

REQUESTS:

Current SIP practices are preventing the city from due diligence. SIP practices have also impacted the ability of our neighbors to participate in this process. As a consequence, we are threatened by both the virus and the City's failure to accomplish:

- A full Traffic Impact Assessment be conducted at the intersection with evaluation of the impact of a driveway and added traffic for the project, to include impacts on vehicle, pedestrian, and bicycle safety
- A full Parking Study of Shaver, Latham, Hayes and F Streets.
- A hydrology report to be conducted to establish what the likely increases in run-off are and what mitigation strategies should be employed, and also investigate best foundations for this 3-story structure.
- A soils study to determine whether liquefaction is a justified concern.

We are asking for the following mitigations:

- That the City Council ask for this project to be re-evaluated, and take seriously the public comments that have been sent in but ignored thus far.
- Consider reducing the density from 7 units to not more than 4 units to better reflect the realities of the parking, traffic, and flooding issues already existing in this community.
- Our neighborhood be outfitted with parking striping, corrected curb cuts and red zones to maximize available on street parking
- That the 2-hour parking along 3rd Street-between E and G Streets be returned to 24-hour parking.
- That the City Council consider making parking on Hayes, Latham, Shaver and F Street (between Latham and 4th Street) limited to two hours, with exemptions for resident parking permits (limited to two per residence at a reasonable cost - and that the residents of 104 Shaver not be allowed resident parking permits as their needs for parking can be accommodated with their on-site garage and Third Street.

Respectfully submitted,

Dale M. Wallis, DVM

Co-Appellant

May 24, 2020

Public Comment regarding Application for 104 Shaver Street

San Rafael City Clerk

(Lindsay.lara@cityofsanrafael.org)

San Rafael City Council

(gary.phillips@cityofsanrafael.org, kate.colin@cityofsanrafael.org,
john.gamblin@cityofsanrafael.org, maribeth.bushey@cityofsanrafael.org,
andrew.mccullough@cityofsanrafael.org)

San Rafael Community Development

(paul.jensen@cityofsanrafael.org)

Steve Stafford, San Rafael Senior Planner

(steve.stafford@cityofsanrafael.org)

San Rafael Parking Division

bill.myhers@cityofsanrafael.org

San Rafael Public Works

(bill.guerin@cityofsanrafael.org)

To Whom It May Concern,

I am aware that an appeal has been filed seeking a reevaluation of the application for 104 Shaver Street.

My biggest concern with this application is the street parking. Having lived at [REDACTED] with my wife for the past 5 years, I have noticed that street parking has increasingly become more and more difficult. When I learned that this project was going to potentially add 19 cars to the immediate neighborhood, I was astonished. Where are all these extra cars going to park?

The first houses in this neighborhood were constructed circa 1880. At that time, there was not any consideration given to automobile parking on the street. The original houses did not even have driveways. These original dwellings rely on street parking at no fault of their own.

I am completely in favor of developing additional dwelling units in the City, but not at the expense of making the residents in the area disaffected. The decision to approve this application is irrevocable, so if an inappropriate decision is made by the City Council, the residents will have to live with the consequences forever.

I've had an opportunity to review the preliminary plans and it seems like everything is up to Code, including all of the set-back variances and housing density bonuses. This appeal is asking the City Council to look beyond the Code by showing some benevolence and compassion by doing what is right for the residents and exercising some restraint by not granting 100% of the Applicant's requests. Can you please consider reducing the number of units from the maximum allowable to a smaller, more reasonable number? That would lessen the parking problem from something that will become a permanent burden on the residents into something that is, at least, slightly less unfavorable.

Another way that the site could accommodate more parking is to add another story to the building. This story could be subterranean. Although this may not be the most economical solution for the Applicant, it should be given some serious consideration to help reduce the already adverse street parking problem for the residents.

May 24, 2020

Public Comment regarding Application for 104 Shaver Street

There are other actions that should be considered as a condition for approval of this application. One would be the establishment of a residential parking permit system in the Shaver, Latham, Hayes, F and 3rd Street neighborhood. In San Francisco, a residential parking permit costs \$144 per vehicle, per year. The City of San Rafael could easily implement a similar system.

The 2-hour parking restrictions on 3rd Street should also be rescinded. The 3rd Street parking spaces should then be further restricted to residential parking permit holders only.

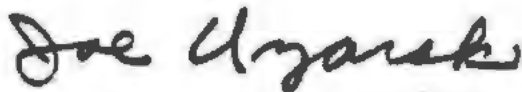
Covid has also introduced multiple levels of urgency and complexity to the appeal process. Some concerned residents do not even have access to the technology needed to virtually attend the City of San Rafael meetings on YouTube. Those that are able, have found it very difficult or impossible to place Public Comment with the on-line time restrictions. During the YouTube meetings that I have observed, individuals were not always able to get their comments acknowledged by the Design Review Board, the Planning Commission or the City Council. And at other times, I've witnessed the City Council hear the public comments on YouTube and then proceed with a motion to approve without even one word of discussion. I am hoping that for the June 1st YouTube Appeal Meeting, the City Council will take the time to respond and discuss any public comments that are presented to them.

In summary, I am appealing to the City Council to ameliorate the parking problem by:

- Reducing the number of dwelling units from the maximum allowable by Code to a lesser, more reasonable number
- Increasing the number of on-site parking spots by adding another story to the building
- Establishing a residential parking permit system for the neighborhood, similar to the one in San Francisco
- Eliminating the 2-hour parking restrictions on 3rd Street and including the 3rd Street Corridor in the residential parking permit zone.

Thank you for your consideration in this matter. If you have any questions, please don't hesitate to contact me directly.

Sincerely,



Joe Uzarski

[REDACTED] San Rafael CA 94901
[REDACTED]

cc: [REDACTED]

[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Friday, May 22, 2020 10:25 AM
To: Steve Stafford; Raffi Bolyan; Alicia Giudice
Subject: FW: City Council: 104 Shaver

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Garril Page <[REDACTED]>
Sent: Friday, May 22, 2020 10:09 AM
To: Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: Donni Uzarski <[REDACTED]>
Subject: City Council: 104 Shaver

May 22, 2020

City Council
1400 Fifth Avenue
San Rafael CA

Dear Mayor Phillips and Councilmembers:

re: 104 Shaver Street

I write in support of the Appeal by the existing neighborhood, a community willing to welcome new housing, but finding the density of the current proposal extreme. The 104 Shaver project makes full use of provisions intended to accomplish the worthy goal of creating more housing, and there is nothing unusual about a developer pushing the envelope to maximize return.

What makes this project unique is whether the city will allow the project's excessive density and under-parking to negate the worthy goals of increased housing and diversity. The intent is not to kill the project; it is an attempt to give life to a more beneficial project. These are responsible, contributing residents of San Rafael; do not dismiss their action as NIMBYism. They come to this Council knowing it is no easy task to create successful infill housing.

This Appeal seeks to prevent the application of new ordinance provisions in a heavy-handed manner so abusive that useful zoning tools are overturned. If pushback evolves into backlash, San Rafael loses. Creating successful model for infill house is a win. It is a task better done with a scalpel than a tire iron.

The loss of landmarks that define and anchor a diverse group of residents is an growing consequence of increased population and density. Often, the affected community transitions into an isolated neighborhood surrounded by businesses that come and go, blight and benefit. The project area is living through upgraded zoning's incompatibility with a surviving historic residential neighborhood. This project is a death knell for the defining structure, a visual

reminder of San Rafael's history for one hundred years, now zoned 'Downtown Commercial'. The old house is more than period architecture on an ample, level yard where apple, fig and oak trees brought verdancy; it has served as a welcome buffer between the commercial and residential neighborhoods.

A Downtown Commercial designation also has brought this neighborhood increased vehicular challenges: trucks and traffic from from AT&T, a tire store, the kwik-lube and new offices as well as punitive metered parking on adjacent streets. On-street parking is not available in the area immediately adjacent to the property. Worse, the project removes existing on-street spaces and, without mitigation, adds a significant number of new vehicles.

In each Design Review Board and Planning Commission hearing on this project, there were concerns expressed over parking, vehicular ingress and egress, access for municipal services, drainage, circulation and safety. The property owner and his architect heard the same concerns at all four hearings. Every one of these concerns can be alleviated by lessening project density as Petition by the surrounding community requests.

It is ironic that this community suffers a parking dearth resulting from years of relaxed parking requirements while city-permitted residential density and commercial construction increased in the area. The consequences are obvious to the residents of Shaver, Latham, Hayes, and F Streets, and they spill over to Third and Fourth Streets. If the project Applicant ought not be penalized for the current lack of on-street parking, neither should the residents and taxpayers living here as the city of San Rafael ignored parking provision, and promoted density and zoning changes. To what extent should new, relaxed parking modifications burden them both?

The parking *modification* options are a relatively new allocation of generous tradeoffs favoring development in an attempt to respond to housing needs. This project tests whether blanket or reasoned application of these regulations will be more effective in achieving the goals of the ordinance. This Appeal brings the Council an opportunity to reexamination the function and future of the ordinance as applied to one specific site. Does storage for six bicycles appropriately mitigate the impact of constructing seven multi-family units at 104 Shaver Street?

Will compact parking provisions encourage use of mass transit or become a city enforcement problem? As Design Review attempted to address apparently dysfunctional elements of the project, the Applicant's architect agreed that rather than accept constraints of the project, renters will park on-street, and back out of the garage onto Shaver. These are unmitigated harmful consequences of the seven unit allowances.

Shaver at Third is a busy, dangerous intersection for pedestrians and vehicles. The site's challenges to development are no reason to ignore safety. The stated intent to defer final, detailed resolution of important, specific questions asked about parking, circulation, and drainage elements to a pending, future Staff permitting process seems unaccountably optimistic. For example, the architect states the project will provide an unusual amenity: onsite managerial staffing to move renters' cans for trash pickup and return the cans to storage. On which curb the fourteen cans will await garbage service is undefined. Questions about site drainage in an area with documented high water table and flooding were never answered. These may impede ADA use, creating another enforcement issue as well as exacerbate surface runoff from lot coverage expanded to 65%. What recourse exists to correct non-compliance should the onsite manager or other resident use be found for the designated ADA- or BMR- units?

This Appeal's request for reexamination is valid and justified: after four hearings, unquestioning endorsement of zoning modifications applied to this project are by the Dep't of Public Works and Community Development *alone*. Design Review Board and Planning Commission hearings ended with approval that was conditioned by recognition of Staff support followed by expressions of "Let's see how it works... we'll find out", and "Hopefully, this is going to work". The votes may have been unanimous, but the endorsement of parking offsets was tentative.

Although they appeal this project's density, residents support ADA- and BMR-inclusive housing. It is the Council's decision whether new housing comes to the neighborhood as a project that integrates, or, one that alienates. Five units could be welcomed whereas seven units forever burden this community with an under-parked, repudiated project.

Yours Sincerely,

//s//

Garril Page

San Anselmo



Patricia McNulty
Transaction Manager

AT&T Inc.
El Segundo, CA 90245

VIA EMAIL and USPS

May 22, 2020

Mr. Steve Stafford
Senior Planner
City of San Rafael
Planning Division
1400 Fifth Avenue
San Rafael, CA 94901
Steve.stafford@cityofsanrafael.org

RE: Response to the Construction of an Apartment Complex adjacent to the AT&T Switching Facility located at 220 Shaver Street, San Rafael, CA

Dear Mr. Stafford:

AT&T is the owner and operator of the telecommunication switching facility located at 220 Shaver Street in San Rafael, CA. AT&T is also aware that there is an approved residential project for a new 7-unit apartment complex (104 Shaver St.) that is to be built, with no setback, on the southern property line of the AT&T Shaver Street facility. While supportive of new development and improvement in the neighborhood, AT&T would like to provide commentary concerning this new project. It is imperative that the City of San Rafael and the community be aware of the critical nature of AT&T's Shaver Street facility, which is a key component of the AT&T telecommunication network within the area, providing vital services to business, institutional and residential customers throughout the City of San Rafael.

Critical communications—ranging from high-speed internet to 911 dispatches—flow through this telecommunication switching facility, which operates 24 hours a day, seven days a week, 365 days of the year. It is extremely important to emphasize that the complexity and importance of this facility is not inherently visible or apparent from casual observation. AT&T hopes that the City of San Rafael will take this into account and potentially impose conditions of approval for this new apartment complex to ensure reasonable compatibility with the AT&T Shaver Street facility.

Concerning the facility, AT&T would like to make it known for the record the following:

Usage: The AT&T Shaver Street facility is not an office building. It is an equipment and telecommunication switching facility that operates 24 hours a day, seven days a week, 365 days of the year. The facility provides telecommunication services to the neighboring areas and is fully dedicated to computerized systems that forward, receive and route voice, data and digital information, ranging from internet traffic to 911 dispatches. Because of the critical nature of this facility, it operates continually, night and day.

Height: The proposed apartment complex will be taller than the AT&T Shaver Street facility. Therefore, operational noise from the facility may impact the residents of the new complex, in particular if balconies are planned along the shared AT&T property line. The facility's HVAC equipment—which ensures that

the facility's vital telecommunication equipment doesn't overheat—runs consistently throughout the day and evening. This is not equipment that can be shut off or scheduled to run on certain days or particular times of the day. Without 24/7/365 HVAC availability, the facility cannot operate within acceptable internal temperature standards.

Lightning: For security, the facility is continually illuminated during the night. Some light may be visible from the apartment complex.

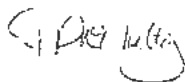
Employee activity: Employees come and leave this facility 24/7/365. The facility is generally less busy in the evening, however emergency situations can increase evening activity. AT&T technicians perform tasks which include standby generator runs, maintenance for network equipment, and maintenance of HVAC equipment and other ancillary systems (backup power). The developer and future tenants of the new apartments should be made aware of the amount of activity at this site.

Generator: In the event of a power failure in the area, the AT&T facility features a standby generator that is installed for the purpose of providing backup power to operate the facility. During power outages, this generator will run continually until power is restored. The generator will also be operated for at least 1 time per month as part of a regular maintenance and testing routine.

AT&T hopes that the City of San Rafael will take the aforementioned points into consideration concerning the nature of the AT&T facility and its relationship with the new apartment project. AT&T would like the City of San Rafael to consider imposing appropriate conditions of approval on the apartment complex to ensure reasonable compatibility with existing land uses. For example, the developer/owner of the apartment complex should include notification to all tenants (within their lease) that the facility next door is a telecommunication facility, operating 24 hours a day, 7 days a week, and that the facility and its equipment—including HVAC equipment—must run consistently, even during the early morning hours and the evening.

In closing, please rest assured that AT&T sees itself as a valuable and important member of the San Rafael community. AT&T is committed to working closely with the City of San Rafael to advance the development efforts of the city in a mutually beneficial manner. Please contact me directly at 312.219.1676 or contact our zoning consultant, Stephen Slater at 818.625.9013 if we can assist you further with this matter or if you desire additional information.

Sincerely,



Patricia McNulty
Regional Manager – Transactions
AT&T Services Corporate Real Estate – Western Region

Cc: M. Leslie Hovey, AT&T
Scott Moffatt, AT&T
Stephen Slater, Blu Croix Ltd.

Steve Stafford

From: Lindsay Lara
Sent: Thursday, May 21, 2020 9:34 AM
To: Steve Stafford; Raffi Bolyan; Alicia Giudice
Subject: FW: HELP SAVE OUR FRAGILE SHAVER/LATHAM NEIGHBORHOOD!

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Deborah Welsh <[REDACTED]>
Sent: Wednesday, May 20, 2020 8:26 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: HELP SAVE OUR FRAGILE SHAVER/LATHAM NEIGHBORHOOD!

To whom it may concern,

The proposed project is problematic for several reasons.

The turn from 3rd onto Shaver is a blind turn now. If you allow this big building that comes out almost to the street there will be even less visibility. There have been several accidents on that corner already.

The street is very narrow. I drive a SUV and many times I have had to pull into the AT & T driveway to let another SUV or truck pass.

I lived at [REDACTED] for a period of time and visit there often. The parking is more than difficult. If even 10 more cars are added it will be almost impossible to park in the neighborhood.

Children ride their bikes going to and from school. It is already dangerous, but with a working driveway so close to the turn onto Shaver I think it will be even worse.

Please review this project further and ask for a smaller project with less units and parking for all the residents.

Thank you,

--

Deborah Welsh,

a concerned citizen of San Rafael

[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Thursday, May 21, 2020 10:19 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Shaver/Latham Neighborhood

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

-----Original Message-----

From: Maggie Brind'Amour <[REDACTED]>
Sent: Thursday, May 21, 2020 10:02 AM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Shaver/Latham Neighborhood

I am writing to ask that you reconsider the current approved construction of the 7 unit building on the corner of Shaver/3rd Street in San Rafael. I appreciate the building of a multi unit complex to add living space to downtown but not enough consideration has been given to how this will impact the already over crowded street parking in the neighborhood.

Thank you,

Maggie

Sent from my iPad

Steve Stafford

From: Lindsay Lara
Sent: Thursday, May 21, 2020 3:18 PM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Shaver St/3rd St Project Pending

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Tim Jones <[REDACTED]>
Sent: Thursday, May 21, 2020 1:36 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Shaver St/3rd St Project Pending

Living in a high density neighborhood presents several hurdles to best serve those in that community. You need to do your job to see that the following is met.

1. Reduction of Units from 7 to 5- This would still qualify for High Density bonuses in California.
2. AFTER Covid-19: A TRAFFIC IMPACT ASSESSMENT to be done to study SAFETY, at 3rd and Shaver, AND a PARKING ANALYSIS on Shaver, Latham, Hayes and F Streets.
3. SAFETY for children riding bikes to school. According to the Bicycle Safety Map for San Rafael School District it is unsafe for bikers to use Shaver/3rd in the morning commute, but they still do.

Concerned Gerstle Park Residents,

K DeLaney and T Jones

Steve Stafford

From: Lindsay Lara
Sent: Wednesday, May 20, 2020 8:58 AM
To: Steve Stafford; Raffi Bolyan; Alicia Giudice
Subject: FW: Public Comment Regarding 104 Shaver Street Project

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Hanna Noel <[REDACTED]>
Sent: Tuesday, May 19, 2020 7:51 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: Donni Uzarski <[REDACTED]>
Subject: Public Comment Regarding 104 Shaver Street Project

To whom it may concern,

My name is Hanna Noel and I am a baker who has worked at Ponsford's Place at [REDACTED] for years. I feel fortunate to work at the neighborhood bakery that is tucked into this lovely community. I am writing to express my concerns regarding the 104 Shaver Street Project. I worry about the already dangerous nature of the 3rd and Shaver St. intersection, as well as limited street parking and resulting traffic.

The corner where 3rd St. meets Shaver St. is a tight one with low visibility. I make this turn onto Shaver on a regular basis and always exercise caution. If there is one car waiting at the red light on Shaver St, it's a tight pass particularly if it's an SUV or truck. Every once in a while there will be two cars waiting at that same red light, and this is what really causes worries. There have been occasions when I couldn't pass because one vehicle was an SUV or another wasn't properly pulled as close to the right as possible. Whenever this happens, I hope that there won't be a distracted driver turning from 3rd to Shaver, not expecting to find me there, waiting to be able to pass. This is an accident waiting to happen.

This intersection that I'm talking about is right around the proposed parking entrance for the 104 Shaver Project. This will definitely cause more congestion and greatly increase the likelihood of an accident on this corner.

To add to this issue, this proposed project consists of six two-bedroom units and one one-bedroom unit, yet there are slated to be only seven parking spaces. Even the requirement of one guest parking space has been waived. If these two-bedroom units could potentially house two couples, it's almost guaranteed there will be overflow onto street parking far exceeding the conservative estimate of six that we've been given. It seems 13 extra cars vying for street parking would be more likely.

Neighborhood parking is already difficult to find especially since many people working on 4th Street choose to leave their cars in our neighborhood where parking has no time limit. When parking is scarce I often observe cars idling as they wait for a spot. I also see cars making multiple loops around the block hoping that a space will free up. This clogs up the streets and creates hazards in a very family oriented neighborhood where children are often outside.

I'm sure that neighborhood residents will continue to exercise caution when driving these streets, but I am worried about vehicles that aren't familiar with the dangers of the 3rd and Shaver St intersection. This includes customers of Ponsford's Place as well as vehicles using Shaver to connect between 3rd and 4th streets.

It's clear that housing is difficult to find in San Rafael, I know because I very recently experienced this firsthand. Of course the city could benefit from more housing options, but if this is at the expense of neighborhood safety it would appear there are fundamental flaws that need to be reconsidered. Why can't the number of units be reduced allowing for more on-site parking? Since construction has not yet begun, there is still time to turn this into a project that has the full support of the immediate community.

Thank you for your time and consideration.

Best regards,

Hanna Noel

Baker at [REDACTED]

[REDACTED]

1001 San Anselmo
San Rafael CA 94901

Steve Stafford

From: Lindsay Lara
Sent: Wednesday, May 20, 2020 8:58 AM
To: Steve Stafford; Raffi Boloyan; Alicia Giudice
Subject: FW: 104 Shaver Project

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Tina Caraco <[REDACTED]>
Sent: Tuesday, May 19, 2020 9:40 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: Re: 104 Shaver Project

To Whom It May Concern:

I have lived on Shaver Street over the past 10 years and now have considerable concern in regards to both the present parking situation in our small neighborhood (consisting of Shaver, Latham, Hayes and F Streets), as well as what will unquestionably materialize -and further intensify- with the future construction of the multiple units at 104 Shaver.

It is true that there is a need within California to add more housing to accommodate an increasing population, and the city is wise to address this situation by permitting more residential units where the need is great. However, solving one problem shouldn't create unnecessary other problems for homeowners in an existing neighborhood, especially as there are elements of the problem that could be easily addressed and remedied.

Personally, I have felt the tremendous exasperation of driving countless times around the block in search of parking, which was made more challenging when additional family members came to live with me, bringing their own vehicles. Many households in this neighborhood also have additional adults residing in the home who have their own car, as well as there being a number of homes having narrow driveways (most homes here were built around 1912) that prohibit, or do not easily accommodate a modern car.

What I can determine that would greatly alleviate some of the existing parking problems are:

1. Daily monitoring and enforcement of the 72 hours time limit. From where I live I can see weekly (if not almost daily) violation of this city ruling. It's frustratingly quite common to have cars left in this neighborhood for many days —well exceeding the limit. Many cars are parked for 1-3 weeks. One young man, on behalf of his boss who owns a nearby business, continually parks a small fleet of cars here on a regular basis and averages 2 weeks non-consecutive days of parking for each car parked.
2. Create more intelligent and efficient parking by striping the parking spaces which would prevent wasted spacing between parked cars. On a daily basis I witness how, by not providing painted outlined parking spaces, there are many large gaps in between cars parked, thereby preventing greater maximization of parking.
3. Another remedy would be to allow the residents to obtain affordable 'residential only parking permits' from perhaps 6pm to 6am in order to safeguard some additional parking for neighborhood residents.

In closing, I would like to further share some concerns about the size of the unit to be built, which will most certainly add to the blind spot at the juncture of Shaver and 3rd streets. There have been too many close calls of potentially disastrous situations involving

drivers, bikers and pedestrians, of which quite a few are younger children on their way home from school. I, myself, have been involved in a few close calls and on one occasion hit by a biker as I was going through a green light on Shaver and 3rd street.

Thanking you in advance for your consideration and review of our petitions. I remain hopeful and anticipate that these matters can be resolved to everyone's satisfaction.

Most sincerely,
Tina Caraco

Steve Stafford

From: Lindsay Lara
Sent: Wednesday, May 20, 2020 5:04 PM
To: Raffi Boloyan; Steve Stafford; Alicia Giudice
Subject: FW: Project at 104 Shaver Street

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Hugo & Cynthia Landecker <[REDACTED]>
Sent: Wednesday, May 20, 2020 11:17 AM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Project at 104 Shaver Street

Please distribute the following to all members of the San Rafael City Council:

When the Shaver Street project is considered by the City Council on June 1, I hope all concerned will realize that they have a responsibility not only to the developer of a new apartment building, but a responsibility to maintain the livability and identity of a cherished part of the Gerstle Park Neighborhood, namely the Shaver and Latham Streets area. Overflow parking and increased traffic caused by allowing seven units on this property will have a deleterious affect on this whole area.

The project's lack of adequate parking spaces is completely unacceptable. There seems to be a myth that people in units close to downtown do not have cars. This is completely untrue; there will be at least one car for each bedroom. A developer of a project this size should not be allowed to have an impact on neighboring streets. Parking problems there will spread to the whole Gerstle Park neighborhood, as will increased traffic. Neighborhood streets are already being used as shortcuts for speeding cars; we can't handle more.

I urge the City Council to require the number of units to be downsized and the number of parking spaces to be increased to reflect reality.

The Shaver/Latham area is not just any place—it is uniquely filled with small historic houses that give a sense of special character to residents and businesses. This character should be protected by the City of San Rafael.

I write as a former 50-year resident of Gerstle Park. I still own a house on Ross Street (where my tenants have to struggle mightily with parking problems.) I am also a member of the Steering Committee of San Rafael Heritage, but I am not writing on behalf of San Rafael Heritage, as our group decided not to pursue protection of the house that will be razed. However, as an individual and property owner, I am very concerned about development decisions that would compromise the livability and historic flavor of a lovely old neighborhood. We all share the understanding of San Rafael's need for more housing, but the City Council must promote housing without hurting what is already wonderfully there.

Very truly yours,

Cynthia Landecker
[REDACTED]
Santa Rosa, CA 95401
[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Wednesday, May 20, 2020 5:04 PM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Shaver 3rd construction

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

-----Original Message-----

From: Lauren Vorhees [REDACTED]
Sent: Wednesday, May 20, 2020 2:05 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Shaver 3rd construction

Dear City of San Rafael;

Please reconsider the size and parking availability of this project. I fully support in fill housing in San Rafael, but this street is already too narrow with too little parking for the neighborhood. I visit a close friend here often. I always struggle to find parking, and there a frequently near misses with the two way traffic on this street. Please do a parking and traffic analysis, and consider children riding their bikes to school in this entire neighborhood before you permit this project.

Thank you for your attention,

Lauren (Shelly) Vorhees
[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 18, 2020 10:18 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Shaver St Development

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Will Beckman [REDACTED]
Sent: Friday, May 15, 2020 6:45 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: Shaver St Development

I would like to also voice my concerns about the lack of parking for the planned development on Shaver St. a mere seven parking spaces for seven units is unrealistic given that there is zero parking space at the moment in this area. Aside from the proposed building being on a very tight corner adjacent to a busy street all parking spaces in the area are full. For a long time parking enforcement in the area of Shaver and Latham has been erratically enforced by the city and it has been left up to the residents to work the many issues regarding parking on out on their own. It has worked because people has been diplomatic and understanding but this development will likely create an untenable situation.

If this project has indeed been approved then the city is going to need to have a plan or some concessions to deal with the parking situation

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 18, 2020 10:18 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 194 Shaver St.

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: mike horan [REDACTED]
Sent: Sunday, May 17, 2020 1:50 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 194 Shaver St.

To Whom it may concern,

I just wanted to start off with how much **I** am concerned about the **further** degradation of the Shaver, Latham and Hayes neighborhood where this current project is planned. Has anyone from the planning board in San Rafael or Marin County walked or driven this neighborhood before making any final decisions? If you did, you would find a neighborhood literally choked with parked cars, many parked in places that are an accident waiting to happen! A good percentage of those parking spaces are taken by downtown merchants and residents who have no parking of their own...so they take the spots that rightfully belong to the people who live in the houses of this neighborhood. Much of this situation could be solved by issuing reduced rate parking privileges to those people who can produce proof of residency/business owner. The development of 104 Shaver Street, as planned, will make the parking issue in the neighborhood much worse and in fact, will spill over into other neighborhoods. I'm still trying to figure out why one project like this has to affect so many in such a negative way!

Still, even if the present parking situation were alleviated, the bigger picture will always remain. The resources are limited in Marin county. You can see these stack and pack places going up all over and each one brings more congestion and traffic to clog the roads. How many of you folks do the early morning commute anywhere in the bay area? I'll bet not many. Just trying to move through the residential streets of most towns in Marin during late afternoon is an exercise in futility. You want to add more?!?

I know the hows and whys that drive such projects. I've lived in San Rafael for 32 years now. I've seen a lot of change and much of it is not improving the quality of life for Marin's residents. I know there's endless pressure from ABAG to make Marin more like the east bay. Have Marin residents weighed in on that decision? Will they be

allowed to? This "If we're not growing, we're dying" mentality has to stop. How about applying a little bit of common sense when dealing with such issues. It couldn't hurt!!

For the record, I'm only affected by what happens remotely. I have off street parking, so I'm not one of those who call it a luxury to park "only a hundred feet" from where I live, but this type of thing is happening all over Marin. A snowball rolling down hill getting bigger and bigger and because of it, Marin will continue to lose more and more of what made it special to begin with.

Please reconsider the 104 Shaver Street project. Thank you, Mike Horan, [REDACTED]
[REDACTED] San Rafael, Ca. 94901

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 18, 2020 3:29 PM
To: Steve Stafford; Raffi Bolyan; Alicia Giudice
Subject: FW: Shaver Street Project

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

-----Original Message-----

From: Rachael Zucker [REDACTED]
Sent: Monday, May 18, 2020 2:48 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>; Donni Uzarski <[REDACTED]>
Subject: Shaver Street Project

To whom it may concern,

I am asking you to please re-evaluate your decision to build a three-story apartment building in the Ponsford's Place neighborhood. I am a Ponsford's customer and parking is already bad in the area. It is a beautiful, sweet neighborhood and this decision would irrevocably change its atmosphere. I have also heard there are already traffic issues concerning safety in the area.

I hope you will take this decision seriously.

Thanks,

Rachael Zucker
[REDACTED]

San Rafael, CA 94901

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 18, 2020 3:29 PM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: HELP SAVE OUR FRAGILE SHAVER/LATHAM NEIGHBORHOOD!

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Sharron Ames [REDACTED]
Sent: Monday, May 18, 2020 3:01 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: HELP SAVE OUR FRAGILE SHAVER/LATHAM NEIGHBORHOOD!

Please know - this new project is VERY VERY bad for the neighborhood! We frequently visit this area to see friends and visit the bakery. There is already major challenges in finding parking! Please find another solution for this property. Perhaps you can consider a duplex? With commensurate with the design style of the neighborhood.

Thanks for listening!

Sharron Ames

[REDACTED], Lake Alhambra, CA 95137
[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 18, 2020 7:27 PM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver St. New building

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

-----Original Message-----

From: Stacey Counts [REDACTED]
Sent: Monday, May 18, 2020 7:10 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 104 Shaver St. New building

To Whom It May Concern,

The proposed 7 unit apartment building at 104 Shaver St in San Rafael is too large in my opinion. Certainly more than the proposed 7 spaces are needed since several of the units have two bedrooms. Those household occupants could own two cars. My friend used to live on F St a few years ago and I noticed then that Latham St and Shaver St have very little parking. Also, turning off from high speed Third St to Shaver St involves a quick deceleration around a sharp corner. It is important to have a setback in that area to avoid crashes resulting from the large amount of prospective residents at that location. Please lower the density of occupants of the new building since the neighborhood can't support them. Please preserve quality of life for the current residents of the neighborhood, most of whom live in lovingly maintained historic houses. Thank you, Stacey Counts [REDACTED] San Anselmo.

Sent from my iPhone

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 18, 2020 11:31 PM
To: Steve Stafford; Raffi Boloyan; Alicia Giudice
Subject: FW: 104 Shaver Construction Project

Lindsay Lara, CMC, CPMC
Office: (415) 485-3065
Mobile: (415) 827-3806

-----Original Message-----

From: [REDACTED]
Sent: Monday, May 18, 2020 10:56 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 104 Shaver Construction Project

104 SHAVER CONSTRUCTION PROJECT

POSITION STATEMENT

I am in favor of more housing. I compliment the City mavens helping provide for it. Any observant human supports it. "Who wouldn't?" is an easier answer.

In regard to the 14-bedroom project presently anticipated at 104 Shaver Street, I'd just as soon it was 7 story or 12 story. But OFF-STREET parking is the only way San Rafael will avoid urban nightmare as has happened in neighborhoods in San Francisco.

SAN RAFAEL PLANNING

City Planning deems a benefit to a neighborhood with every decision the City makes. Wisdom supports value defined by
1) tax dollars to City Coffers, and
2) Neighborhood's vitality: its long-term value survives or dies on the "desirability" of a place. Its attraction. Thus making a neighborhood more desirable is the paragon of Planning.

104 SHAVER STREET PROJECT

Impactful items in the case of the 104 Shaver Street project, are parking and pedestrian safety:

PARKING

West End Neighborhood parking is an issue to even the most casual observer. I have had visitors unable to park within 3 blocks.

Today, the neighborhood is presently used as primary parking for many residents. Yet, much of the street-parking capacity is regularly claimed by park-and-ride bus commuters, also business owners and their customers. Visitors to neighborhood addresses cannot readily park. Slow cruising for parking space is now commonly seen.

Lack of parking impacts neighborhood "desirability" scores.

Simultaneously decreasing pedestrian visibility thus increasing danger to pedestrians.

MAKING A BAD SITUATION WORSE

I am at a loss to understand upon what matter the City chose to applaud a 14-bedroom, 7-unit housing project, when the project's conservative need for 20 parking places has been cut down to only 7-off street parking slots. The extra 13 vehicles will choke an already narrow Shaver Street plus choke immediate blocks down Latham, Hayes, and F Streets, at the least.

But the reality is worse. Worst case parking analysis shows 34 off-street parking spaces needed.

NATURE OF ATTRACTION

Today, most two bedroom units are commonly occupied by tenants of one to four adults. Even if you average two adults per bedroom, each with vehicle, a 14-Bedroom project still needs 28 off-street parking places.

Only 7 in the unlikely event that a single adult rented each unit: a very unlikely scenario that's not sensible. 28 parking spaces prior to counting additional visitor parking demands.

ADULTS DRIVE VEHICLES

When the property owner advertises their rental for prospective tenants who will live and park there, rather than renting two bedrooms for just one adult, the property will be more valuable and serve state low-income housing thresholds better with 28 off-street parking spaces. The result for the owner is higher rents from a couple with or without child, or four adults.

Shaver's potential to accommodate more vehicle and pedestrian traffic during rush hours would be terminated should the City elect to give away the public street to one 14-bedroom project.

Dumping an additional 13 parking vehicles into the West End neighborhood is bad planning because it's bad for the neighborhood. It will get a worse reputation: "you can't park there."

OPTION THE CITY IS FORFEITING

Today with vehicles parked on both sides of Shaver Street, barely any but a single vehicle in either direction is possible. The width of Shaver Street cannot accommodate 4-vehicle widths. Pushing a modest 13 more vehicles out to the streets, let alone the 28 to 34 the 104 Shaver project could create, makes an existing situation worse, makes the neighborhood less workable, less safe, and less "desirable."

We want the builder of 104 Shaver to have his units. We also want him and the City to have off-street parking that's sensible.

Off-street parking is the life blood of attractive neighborhoods.

Respectively

Jason Schwager

Steve Stafford

From: Lindsay Lara
Sent: Friday, May 15, 2020 7:25 AM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Density housing

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: [REDACTED]
Sent: Thursday, May 14, 2020 4:58 PM
To: Lindsay Lara <Lindsay.Lara@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Density housing

To whom it may concern,
Today while discussing the upcoming project at 104 Shaver with a friend I told her that as a farmer's daughter I have been appalled with the land that has been covered up with housing developments in the Sacramento Valley since I was a teenager in the 70s. Year after year the Sacramento Area has grown by thousands of acres at the destruction of fertile farm land. While the downtown has been allowed to decay.

I have traveled extensively to parts of the world that have high density housing. For a short time I lived in Japan. I lived in a 5 story building. While most families in Japan do not have multiple cars, there were still two parking places for each apartment's cars. In Paris and London many people do not have cars, but their public transportation is superb. Ours on the other hand, is not.

I am in favor of high density housing. It feels, in the case of San Rafael, that we are putting the cart before the horse. We do not have Bart. Our Smart Train doesn't run often enough. The buses are not enough. If you miss your Metro in Paris there is another one in 10 minutes. That is not the case with our public transportation. We are Californians. We drive cars. If it raining I do not think that people are going to walk blocks to catch a bus or a mile to the Transit Center. The transit center was put in with lack of parking too. If we are going to go to San Francisco for social engagement in the evening public transportation is inadequate.

California historically has built the housing before the infrastructure. This needs to be reversed. If Marin County wants the State money to support High Density Housing we need to put in the infrastructure first. At one time Marin had a train that ran through all the little towns to take people to the ferries. They were removed and converted to bike and walking paths. This is another example of poor planning on the part of the planners.

The proposed project at 104 Shaver if built as proposed will be a nightmare. Today I was on G street and saw two projects going in there. How many more cars do you think our little neighborhood can take? How many more cars can 2nd and 3rd streets take? What are you going to say when San Anselmo also wants the High Density State money? More cars...there is a limit. We are already overloaded. The streets can't really be widened. The downtown area was built in the 1800s. Our streets were laid out then. They have not been upgraded in size. Just imagine that when they were laid out they were for horses and wagons, then later Model Ts. They were all about the same size. Now we have more SUVs than we have small cars. We just can't accommodate any more projects in our neighborhoods.

Please reconsider the project at 104 Shaver. Maybe a parking lot for downtown workers would be a better choice.

Thank you,
Lydia Lee

Steve Stafford

From: Lindsay Lara
Sent: Friday, May 15, 2020 10:34 AM
To: Steve Stafford; Raffi Boloyan; Alicia Giudice
Subject: FW: Proposed project @104 Shaver St.

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Chris Solberg [REDACTED]
Sent: Thursday, May 14, 2020 5:32 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Proposed project @104 Shaver St.

To whom it may concern,

In the case of this particular project, I fear that there has been a rush for approval without taking into consideration the nature of the neighborhood and the concerns of its' residents, the effects on traffic and parking, and the safety problems that this project will exacerbate.

As a 10-year resident of Shaver St., I will say that safety is of grave concern. We have many more small children living on our block than we had just 10 years ago. Shaver Street is narrow, not nearly wide enough for 2 cars to pass comfortably. My pickup has had the driver's side mirror knocked off a half dozen times and it has been hit twice, while parked, on both sides of the street. My wife's cars have been hit while parked here as have many of our neighbors'. In addition, it also seems that people traversing the neighborhood consider Shaver St. a speedway. We are a designated safe bikeway for our school children and it is anything but safe.

The corner of 3rd St. and Shaver St. is a source of constant worry. Drivers speed down the hill on 3rd at breakneck speed. 3rd St. veers right there and that corner is a definite blindspot. To turn right from 3rd on to Shaver, is to take your life in your hands. Oftentimes there is not enough room on Shaver to complete the turn.

Our neighbor at 103 Shaver St. has had to build increasingly stout walls at the corner to protect his property. On at least 2 occasions, a car has ended up right at his son's window, come by and see what I am talking about.

On our block, from Latham to 3rd Street, there are 16 on-street parking spaces, if everyone pays attention. There are 4 off-street parking spaces. We have a bakery on the corner with no customer parking. There are 11 units on our block, averaging 2 cars per unit. As there are no time limits on our block, workers from 4th St. and the surrounding neighborhood also park here when possible. This puts a real strain on the neighborhood and neighborhood relations. We used to have 20 or so spaces available on 3rd St. but 2 were turned to a red curb and the rest are now 2-hour parking. Adding the proposed project with minimal on-site parking will further strain the neighborhood and our ability to operate in a neighborly fashion.

As a long-time resident and general building contractor, I would ask that you re-evaluate this project while taking into consideration the points I have made here and the feelings of the neighbors. Please solve the traffic flow issues, the safety concerns and the parking congestion that is already stressing myself and my neighbors.

Sincerely,
Chris Solberg



Steve Stafford

From: [REDACTED]
Sent: Wednesday, May 13, 2020 3:20 PM
To: City Clerk
Cc: Steve Stafford; Donni Uzarski
Subject: 104 Shaver Street

To Whom It May Concern:

I am a co-appellee with my sister, Donni Uzarski, on the above named project. I request my appeal application be added to hers, and included for consideration.

I am adding the following public comments to this file:

In the course of researching the background on this proposed project at 104 Shaver Street, it came to my attention that the City of San Rafael apparently has a plan to create "boulevards" of Second Street and Third Street, in which multi-family housing (apartment buildings, condominiums, etc.) line both sides of both streets. This is highly ill-advised on multiple grounds, and impacts the project at 104 Shaver Street as among the first few multi-family housing proposals.

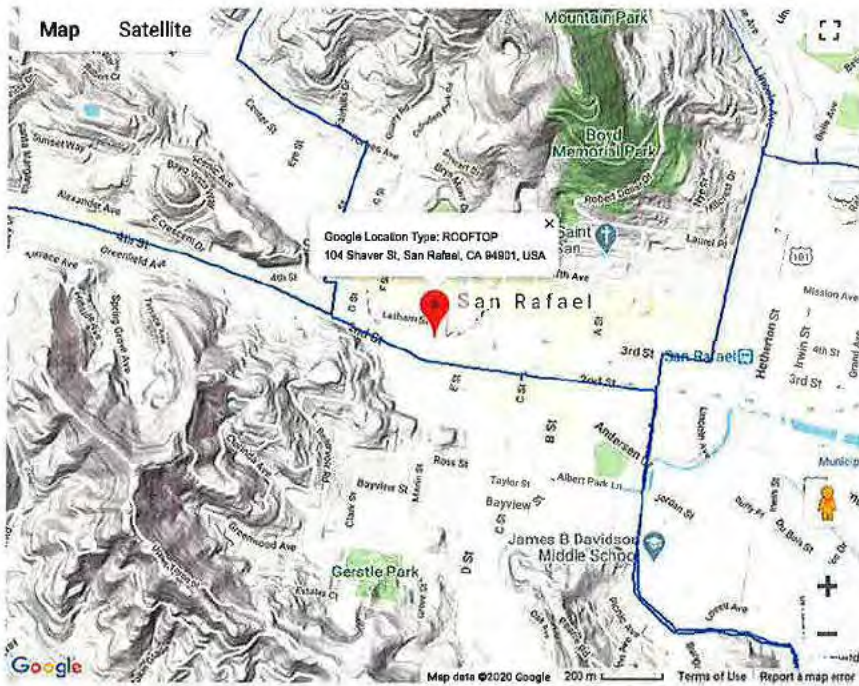
I have already commented on the complete lack of parking in the area of Shaver, Latham, and Hayes Streets.

I have already commented on the sharp, 70 degree turn from Third Street on Shaver, the disparity of the speed of traffic travelling downhill on Third vs. the slowness of traffic on Shaver, the narrowness of Shaver Street which makes such a turn likely to cause a collision, and the fact that the view of the turn is obstructed.

All of these prior comments should be part of the record, but in case they are not, they are incorporated herein as though fully set forth.

The reason for this addendum is the fact that a high pressure gas line runs underneath Second Street (see map below). By state law, I have to advise my tenants on Shaver Street of the existence of this line, as it is a factor to be considered by tenants in their decision to rent - whether they wish to live within 500' of a major gas line or not. The project at 104 Shaver Street lies within approximately 120' of the gas line, well within the state-recognized danger zone. In addition, the City's plans to make boulevards of multi-family housing running directly along both sides of Second Street and both sides of Third Street potentially exposes several hundreds of persons to living within the state-determined 500' danger zone of this gas line. Moreover the added traffic on Second Street due to the proposed increased housing density can only add significant wear and tear to these roadways, making repair and replacement issues more frequent, and potentially putting undue strain on the buried gas lines.

The City's planned high density housing projects within this corridor (500' to either side of the high pressure gas line) are ill-advised, and should be discarded. In the event of a breach as happened in San Bruno, San Rafael has been put on notice and will be liable for property damage and loss of life.



This map is taken from the interactive map on the PGE website (https://www.pge.com/en_US/safety/how-the-system-works/natural-gas-system-overview/gas-transmission-pipeline/gas-transmission-pipelines.page); it was downloaded today, May 13, 2020. The blue line shows the high pressure gas lines buried under San Rafael city streets - note the gas line running under Second Street from Lindero through to where Second, Third and Fourth Streets all merge enroute to San Anselmo. The scale line shows that 104 Shaver is within approximately 120' of the line running under Second Street.

Dale Wallis

STEVEN SCHOONOVER
Attorney at Law

May 12, 2020

VIA E-MAIL AND U.S. MAIL
steve.stafford@cityofsanrafael.org

Steve Stafford
City of San Rafael Planning Dept.
1400 Fifth Ave.
San Rafael, CA 94901

Re: 104 Shaver Street Appeal
File No.: ED19-030; UP19-013;V19-003

Dear Mr. Stafford:

Consider this an addendum to my letter comment conveyed to you yesterday pertaining to the above-referenced project. I've copied the San Rafael City Attorney since there are significant legal implications to the City's insistence on proceeding with processing of planning applications and Planning Commission reviews of projects during the County Health Officer's, and the Governor's Shelter in Place orders.

In my previous comment to you in connection with the appeal I noted the following:

"I also question whether the City is legally entitled to pursue this project given that the public is prevented from reviewing the 104 Shaver file by the County Health Officer's orders and the fact that City Hall and the Planning Department are both closed for business. You could easily shelve consideration until the SIP Orders are relaxed sufficiently to give the public their lawful opportunity to investigate."

The Public Records Act (PRA), Government Code § 6250 et seq., declares the public policy of the State: "In enacting this chapter, the Legislature, mindful of the right of individuals to privacy, finds and declares that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state."

The PRA was enacted "for the purpose of increasing freedom of information by giving members of the public access to information in the possession of public agencies." [Citation.] Legislative policy favors disclosure. [Citation.] "All public records are subject to disclosure unless the Public Records Act expressly provides otherwise." *American Civil Liberties Union of Northern California v. Superior Court* (2011) 202 Cal. App. 4th 55, 66.

San Rafael, CA 94901

E-mail:

Steve Stafford
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"Unless exempted, all public records may be examined by any member of the public, often the press, but conceivably any person with no greater interest than idle curiosity." *Ibid.*, quoting *Marylander v. Superior Court* (2000) 81 Cal.App.4th 1119.

I don't suggest the public currently has no access to Planning Commission meetings. It does, albeit on an understandably truncated fashion due to virus concerns. One of the problems stemming from the City proceeding with planning hearings and approvals arises from the fact that the Marin County Superior Court is closed for civil proceedings. Civil court proceedings have been barred since the imposition of the Marin County Health Department's, the Governor's and Chief Justice's stay at home and related orders, thus any potential Court challenges to planning or City Council approvals simply cannot be mounted, leading to due process denials. We don't know when the courts will re-open, and in the meantime, your Department is approving projects granting vested rights that will then have to be undone in the courts pending a re-do of the public process. Citizens currently have no civil remedy available should the need arise.

Any interested citizen who wishes to thoroughly inform herself or himself about the 104 Shaver and any other project is barred from doing so, since all the planning files are located in the City Planning Department, none are on line other than those attached to applicable agendas, and the Planning Department is and has been closed for business.

Government Code § 6253 provides:

(a) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

I acknowledge that the City wisely closed its Planning Department doors to the public due to the threat of Covid-19 infection. What is legally objectionable is the City's failure to suspend all Planning hearings and approvals and related City Council proceedings when interested citizens are unable to inform themselves fully about pending projects and make well-informed decisions about whether they wish

[REDACTED] San Rafael, CA 94901

E-mail: [REDACTED]

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to comment or to appeal a decision that they oppose. Of course, the agenda with *selected* attachments concerning the 104 Shaver project can be found on-line, but what are the folks without electronic access supposed to do to access them?

I'm aware of no law mandating that every adult must have an electronic device with which to inform themselves. City and County libraries, as well as the Marin County Law Library are and have been closed since the first Health Department Order mandating individuals stay-at-home, so library computers are unavailable. One has no way of knowing whether what's posted on-line attached to the agendas constitutes the entire 104 Shaver project file, or only a portion of it carefully selected by the Planning Department, nor is one able to find out because the hard-copy file isn't accessible.

The complete inaccessibility of the courts makes it even more imperative that Planning Commission approvals be put on hold, as citizens currently have no way to access the courts to challenge Planning Commission and City Council decisions, as normally is their right under the law. Instead the City blithely marches forward processing and approving development applications, hoping nobody will notice the fatal legal flaws in the process.

The approval of the above-referenced project, as well as other project granting vested and other rights that the City approved during Planning Department and Court closures, are void for the above reasons. Any projects in the pipeline must be put on hold until such time as civil court closures end and the Planning department files are made public once again as required by Government Code § 6253. If they are not, they will be challenged in court, when the courts resume civil operations.

Sincerely,



Steven Schoonover

SS/jd

cc: Donnie Uzarski
Robert Epstein Esq.

San Rafael, CA 94901

E-mail:

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 12, 2020 3:54 PM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: Please do not allow new apartments

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Claire Long <[REDACTED]>
Sent: Tuesday, May 12, 2020 9:44 AM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: Please do not allow new apartments

Dear City Clerk,

As a former resident of Shaver Street, I urge you not to allow a new apartment building to be constructed. I lived at a rental on Shaver Street for two, almost 3, years. A lack of parking in the neighborhood was a huge problem for residents. There is no way that the Shaver Street neighborhood could accommodate the parking needs that an additional apartment building would require.

Sincerely,
Claire Long

Steve Stafford

From: Lindsay Lara
Sent: Tuesday, May 12, 2020 3:54 PM
To: Steve Stafford; Alicia Giudice; Raffi Boloyan
Subject: FW: 104 Shaver St. issues

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Carol Adee [REDACTED]
Sent: Tuesday, May 12, 2020 12:43 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: 104 Shaver St. issues

To Whom it May Concern,

I frequently visit friends and shop at businesses in the area near the proposed building at 104 Shaver Street. I am shocked and saddened that a single family home in a congested neighborhood would be replaced by a multi-unit structure with only 7 parking spaces. It is often a challenge to park now and I have had to park 2 or 3 blocks away from the home or business I am visiting.

I am certain that allowing this structure will have a negative effect on the residents and businesses in the area. They (and those of us who visit) should not be forced to suffer the consequences of this poor planning decision. Without adequate parking, neighbors will find themselves in conflict with each other, businesses will lose customers (there are already times when I have just given up because there were no parking spaces) and home values will decrease. Even recognizing the wider Bay Area plan to build with more density, this project seems reckless and without regard for current residents and businesses.

I live in Terra Linda neighborhood where other high density housing is planned. I would like to be certain that precedents are not being set that will negatively effect my quality of life and home value as well.

Please reconsider the plans for 104 Shaver St. and build confidence among all San Rafael residents that our needs are also being considered when building projects are planned.

Thank you,
Carol Adee

[REDACTED]
San Rafael, CA 94903

I think every musician understands the Pied Piper story. Music is this great, seductive force that draws you on, and you follow wherever it may lead.

-Ellen Taaffe Zwillich

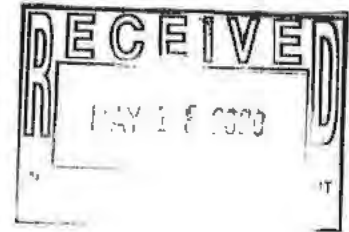
STEVEN SCHOONOVER
Attorney at Law



May 11, 2020

VIA E-MAIL AND U.S. MAIL
steve.stafford@cityofsanrafael.org

Steve Stafford
City of San Rafael Planning Dept.
1400 Fifth Ave.
San Rafael, CA 94901



Re: 104 Shaver Street Appeal
File No.: ED19-030; UP19-013; V19-003

Dear Mr. Stafford:

I support the appeal for the reasons set forth below.

Additionally, although not argued by the appellant, I note that the last time I had an opportunity to review the file for this project (pre-SIP Orders), I found no evidence that the City had conducted any evaluation of whether the site constitutes a historical or archeological resource as required by CEQA Guidelines § 15064.5(c). Public agencies must, *whenever feasible*, seek to avoid damaging effects on any historical resource and mitigation measures should consider in-place preservation of such resources pursuant to CEQA Guidelines § 15126(b)(3). Since 104 Shaver was, according to what you told me, built in 1904, and it behooves your Department to conduct a full evaluation pursuant to CEQA mandates. Not to mention the City's Code and General Plan impose a duty on the City to evaluate historic resources *prior to* permitting demolition.

I also question whether the City is legally entitled to pursue this project given that the public is prevented from reviewing the 104 Shaver file by the County Health Officer's orders and the fact that City Hall and the Planning Department are both closed for business. You could easily shelve consideration until the SIP Orders are relaxed sufficiently to give the public their lawful opportunity to investigate.

1. **Traffic Considerations** - The appellant is correct – this project adds to existing traffic hazard on Shaver Street. I drive this route frequently to access Fourth Street from the Gerstle Park neighborhood south of Second Street. Mostly because the traffic lights at Shaver/Third/Second streets are improperly timed, traffic backs up on Shaver in the short space between Second and Third waiting for the light to change. Assuming this problem can be resolved, going north on

San Rafael, CA 94901

E-mail:

Shaver from Third Street is already hazardous enough due to the narrowness of the Shaver and the cars parked on both sides of the street. I'd hazard a guess the City traffic engineer would concede this point. You are considering a 2020 project on a street that meets early 1900's standards, and this must be taken into account.

Turning right onto Shaver from Third Street is also hazardous for the same reasons given in the paragraph above. As the appellant points out, the potential problems posed to Shaver Street traffic by vehicles attempting to leave the project at the same time vehicle is trying to enter could easily cause a traffic back-up onto Third Street, and a collision. Not a wise approach.

2. **Parking in the Neighborhood** – Every time that I've ever driven in this neighborhood, and it may be as often as 10 times monthly for the past 20 years (I get my mail daily at Mailbox Services on Fourth Street), it's quite rare to observe *any* parking on Shaver or in that small neighborhood. There's no excuse to add to the neighborhood's burdens by adding what will certainly be more than "one additional vehicle." That's a myth that developers and the City promote to ram through these projects.

I point to the Kaiser Medical Offices on Third Street as a prime example. The City was warned about insufficient parkin when that project was proposed, and the City scoffed. Now you have people endlessly driving around the block searching for a parking space because Kaiser's garage is normally full.

Another glaring example is the Franciscan Manor apartments on D Street and Antonette, near where I live. The City failed to require sufficient parking when that lovely edifice was built in 60's, and the evidence is everywhere, all day and all night on Antonette, Wolfe Avenue and, D Street – wall-to-wall cars.

Adding to the existing parking problems on Shaver and environs isn't wise and needs to be re-examined.

3. **Hydrology** – The appellant is correct when she questions whether there have been any hydrological studies done. Since I cannot access the project file, I have no way of knowing if the City of San Rafael has done *any* screening to determine if there any issues that require environmental investigation (see Title 14, California Code of Regulations § 15060.) Has there been an initial threshold study as CEQA requires? A negative declaration? The potential for an increase in neighborhood flooding would certainly warrant further study, especially in light

Steve Stafford
May 11, 2020
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of sea level rise, and the fact that the entire area, West End, Gerstle Park, Bret Harte already have extremely high water tables. Add a known underground spring and the area may very well be unable to handle the major loss of permeable soil this project will cause.

Sincerely,



Steven Schoonover

SS/jd

[REDACTED], San Rafael, CA 94901

E-mail: [REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 11, 2020 9:09 AM
To: Steve Stafford; Raffi Boloyan; Alicia Giudice
Subject: FW: Comment on Shaver/3rd proposed building

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065
Mobile: (415) 827-3806

From: Marianne Alsop <[REDACTED]>
Sent: Saturday, May 9, 2020 11:36 AM
To: City Clerk <City Clerk2@cityofsanrafael.org>
Cc: [REDACTED]
Subject: Comment on Shaver/3rd proposed building

We wish to record our opposition to the proposed multi-residential structure in the Shaver/Latham neighborhood of San Rafael.

Our reasons for opposition this are:

Structure does not reflect the nature and character of the housing in the neighborhood.

Too many residences included in this building.

Not enough parking for the planned residences.

Huge impact to traffic in the area which is already busy.

Need for Parking Analysis on Shaver, Latham, Hayes and F Streets.

Sincerely,

Dave and Marianne Alsop

[REDACTED]
San Rafael, CA 94901

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 11, 2020 9:09 AM
To: Steve Stafford; Raffi Boloyan; Alicia Giudice
Subject: FW: Shaver and 3rd development

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Pamela Giusto-Sorrells [REDACTED]
Sent: Saturday, May 9, 2020 1:09 PM
To: City Clerk <City.Clerk2@cityofsanrafael.org>
Subject: Shaver and 3rd development

San Rafael City Council,

The proposed development on the corner of 3rd and Shaver is another sign of not trying to maintain the history and charm of San Rafael.

A 7 unit development is crazy! That is a small, older neighborhood that is struggling as it is with limited parking! How is it that you can take a single family home and turn it into 7 UNITS with the possibility of up to 26 people living there? And 3 storied high? You have approved a building that has no architectural appeal for that of a historical neighborhood. What obligations do you have to the long time homeowners, renters, and businesses in that neighborhood who support San Rafael? What right does the City of San Rafael have to disrupt so violently this small neighborhood? What of all the vehicles? What do you say to the businesses already established there for over 50 years that lend to the community and unique feel when you all but end any possible parking for their customers? This is a quaint neighborhood that has squeezed as much as it can out of its limited area and still is a functioning neighborhood.

Beyond the overcrowding, Shaver Street and 3rd is an unsafe corner. The turn for Shaver comes up quickly and many times I have almost been back ended slowing down to turn onto that street. Not to mention any pedestrians trying to cross there. You take your life into your hands when walking across 3rd street as the corner is at a blind intersection. Add up to 26 more cars into the equation turning onto that street, attempting to pull into the limited 7 parking spaces, and conversely turning to pull out of that property! This is a disaster in the making.

As a long time resident of San Anselmo since 1964, and a homeowner in Gerstle Park since 1993, I'm saddened to see the county I love continue to make moves that go against the city and the people who live and pay taxes here. It's completely understandable the need for more housing. Surely there are properties vacant that are a better fit for this proposal? What about the corner of 5th and Lincoln? What about turning some of the abundance of office space into apartments? What about the closed up stereo repair next to Ritter House? What about more live/work apartments on 4th street? Why is it our own City Council abusively approves a building of in a small and quaint neighborhood that they would not want being built next to their own homes?

Adjustments MUST be made to this initial plan. And as well as hopefully the alteration of this plan, why is it that the utility on Shaver with the large fenced in yard that never has vehicles in it, not encouraged to open up that parking to the neighborhood?

I hope the City of San Rafael will reconsider and save our historical neighborhoods!

Pamela Giusto-Sorrells

[REDACTED]
San Rafael, CA 94901
[REDACTED]

Steve Stafford

From: Lindsay Lara
Sent: Monday, May 11, 2020 9:09 AM
To: Steve Stafford; Raffi Boloyan; Alicia Giudice
Subject: FW: 104 Shaver Development

Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

From: Tom Cummings [REDACTED]
Sent: Sunday, May 10, 2020 3:34 PM
To: [REDACTED]; City Clerk
<City.Clerk2@cityofsanrafael.org>
Subject: 104 Shaver Development

Dear City of San Rafael -

Please reconsider the size of this development. I don't believe you realize how desperately inadequate existing parking is on Latham Street. My wife and I have lived at [REDACTED] for the past 23 years.

Many times we have found our driveway blocked by patrons of Ponsford's Bakery at Shaver and Latham. If we find a strange car blocking our driveway my practice is to walk the half block to the bakery and announce loudly that such-and-such car is blocking us in or out and I'm about to call the cops.

The city has basically turned Latham Street into a free parking lot for 4th Street businesses by designating our street a 3 day parking area. Consequently numerous employees of 4th Street businesses arrive at Latham Street between 6 and 8am, as the residents of Latham Street leave for work, and grab their free parking spot for the day.

In addition, many smart phone parking apps like Way and Parkito direct folks looking for free parking to Latham Street, so even folks unfamiliar with the neighborhood are directed to our street for parking.

Finally, as a 2 car family with a small driveway, occasionally I've been forced to park on the street blocking my own driveway because there's literally no other place to park for blocks around. There are two little red zones on either side of our driveway. Our driveway is small so if I block it I'm a foot or more in a red zone. Twice I've been ticketed for parking in a red zone, which is simply outrageous because I'm blocking MY OWN DRIVEWAY. When I visited City Hall to complain I was told there was nothing they could do. If the mayor got a ticket for blocking his own driveway I bet something could be done about it.

Thus it goes in the endless Latham Street parking battles. Please pay attention to the people that live on this street!

Thank you,
~~~ Tom Cummings

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Wednesday, May 6, 2020 8:19 AM  
**To:** Steve Stafford; Raffi Bolyan; Alicia Giudice  
**Subject:** FW: concern over safety issues at the corner of 3rd St. and Shaver

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065

Mobile: (415) 827-3806

**From:** Rebecca Vollmer [REDACTED]  
**Sent:** Monday, May 4, 2020 1:29 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** concern over safety issues at the corner of 3rd St. and Shaver

Dear San Rafael City Council,

I am a resident of San Rafael and am writing to let you know that I strongly oppose the multi story, multi unit apartment building planned for this small sweet neighborhood. As a regular visitor of the bakery on Shaver St. I know that there is already a lot of traffic going through this small neighborhood. Such a large structure with so many units will over load this area, bringing more traffic issues than there already are.

Please, please re-evaluate the plan to replace a single family house with a huge apartment building.

I can be reached at [REDACTED] and my address is [REDACTED] San Rafael, CA 94901.

Sincerely,  
Rebecca Vollmer

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Wednesday, May 6, 2020 8:29 AM  
**To:** Raffi Boloyan; Steve Stafford; Alicia Giudice  
**Subject:** FW: A request for a project on Shaver street to be re-evaluated

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065

Mobile: (415) 827-3806

**From:** Betsyann Gallagher [REDACTED]  
**Sent:** Wednesday, May 6, 2020 8:25 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Cc:** Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>; [REDACTED] Jim Schutz <Jim.Schutz@cityofsanrafael.org>; Paul Jensen <Paul.Jensen@cityofsanrafael.org>  
**Subject:** Fwd: A request for a project on Shaver street to be re-evaluated

**From:** Betsyann Gallagher <[REDACTED]>  
**Date:** May 6, 2020 at 8:18:59 AM PDT  
**To:** city.clerk2@cityofsanrafael.org  
**Cc:** [REDACTED]  
**Subject:** A request for a project on Shaver street to be re-evaluated

Dear San Rafael City Council,

Please re-evaluate the project of growth and the knocking down of an old home and replacing it with a 3 story, 7 unit apartment building in the neighborhood of Shaver street. The parking is already bad in this neighborhood and this new building will add more cars on the street. Can they built parking under the building for the new tenants? This would be reasonable when they are adding so many new dwellings to the space. Everyone has cars, and cars need space to park. Just add parking under the new building! What is driving this growth in an already crowded neighborhood? Are they thinking about the charm of this neighborhood? Are they respecting the neighbors?

I have friends who live off of Shaver street and when I visit them it is already hard to park and I must drive around for a while before I find a place. I am also a customer at the bakery, Ponsford's Place, and parking is again an issue.

Please re-evaluate this building project!

Stop this monstrosity!

Betsyann Gallagher

[REDACTED]  
Bollinas, Ca, 94924



## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, May 4, 2020 10:34 AM  
**To:** Raffi Boloyan  
**Cc:** Steve Stafford  
**Subject:** FW: Project 104 Shaver

Lindsay Lara, CMC, CPMC  
Office: (415) 485-3065  
Mobile: (415) 827-3806

-----Original Message-----

**From:** Su Yi [REDACTED]  
**Sent:** Monday, May 4, 2020 10:29 AM  
**To:** Lindsay Lara <Lindsay.Lara@cityofsanrafael.org>  
**Subject:** Project 104 Shaver

Hi Lindsay Lara-

I have reached out to you re-my parking concerns as a small neighborhood tenant in downtown San Rafael.

My husband and I have raised our kids here ..... this is a well bike ridden area especially for kids that attend Davidson middle school, Sunvalley elementary and San Rafael high school. More cars more concerns for the children that ride their bikes to school.

I also want to convey to the city council a few other things re this apartment complex project issue.

Shaver and Latham Street are so narrow and dangerous for pedestrians, bikes and cars.

We have lived here for almost 15 years and I have almost hit a person while driving down 3rd Street.

It was a sunny day, I was making that right turn onto Shaver and a car was tailgating me. I did not see the man who was going to cross the street but luckily he was able to foresee that I was unable to stop and waited for me to make that narrow turn. Whew!

I have also heard similar stories from neighbors.

And that staggered stoplight on 3rd and 2nd Street have caused a few bottlenecks for drivers as well.....

This neighborhood has many residents that are not single family dwellings already.

I understand we need more affordable housing in the Bay Area but the city needs to respect the people that already live here.

With all that has been sent to you regarding issues with this apartment project, I hope the city of San Rafael will at least PULL OUT THE 2 HOUR PARKING restrictions on 3rd Street between E and G Street SO WE CAN COME HOME AND NOT

**WORRY ABOUT TRYING TO FIND LEGAL PARKING WHERE WE LIVE especially because more residents work from home these days.**

Thank you for listening...

Respectfully, Su Yi and Ed Ford

[REDACTED]

Thank you, Su

Su Yi

Sales Consultant • WACOAL AMERICA, INC.

[REDACTED] • New York, NY • 10016 •

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, May 4, 2020 12:17 PM  
**To:** Raffi Boloyan; Steve Stafford; Alicia Giudice  
**Subject:** FW: Opposition to build 3 story apartment building in San Rafael, CA

Lindsay Lara, CMC, CPMC  
Office: (415) 485-3065  
Mobile: (415) 827-3806

-----Original Message-----

**From:** Connie Green <[REDACTED]>  
**Sent:** Monday, May 4, 2020 8:26 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** Opposition to build 3 story apartment building in San Rafael, CA

To: The City of San Rafael

Re: Proposed building of Apartment building on corner of 3rd Street and Shaver Street

From: Connie Green - Former tenant at 111 Shaver Street

I ask for the Town of San Rafael to re-evaluate the building of a 3 story apartment building in this densely populated neighborhood. This is a community of residents who have lived here for many years. The streets are tree lined, and children ride their bikes, while others push baby carriages or walk their pets. It is a very busy, pedestrian area. There is also NO parking available on most days, not even for the residents as they return home from work. When the Ponsford Place bakery is open, the parking problem is further problematic.

Please reconsider the building of this apartment building. I ask you to think about the community, and the people who have made their homes here.

Thank you.

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, May 4, 2020 12:17 PM  
**To:** Steve Stafford; Alicia Giudice; Raffi Boloyan  
**Subject:** FW: 104 Shaver St.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065

Mobile: (415) 827-3806

**From:** Candace Yoshida <[REDACTED]>  
**Sent:** Sunday, May 3, 2020 3:26 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 104 Shaver St.

Dear Planning Commission:

I live at [REDACTED] and I protest the size of the proposed building on Shaver due to the parking problems and safety issues.

The turn onto Shaver from 3rd is quite hazardous. I am 75 and walk a lot. I was crossing Shaver from the east side at 3rd, stepped off the curb, and a car turned the corner at the same time and hit me. I fell back on my bottom and fortunately just had a few scratches. Davidson bicyclists ride their bikes down Latham on weekdays and turn on Shaver to cross 3rd and 2nd streets. These children already have a difficult time maneuvering through the morning traffic on Shaver and the intersections. This is a very dangerous intersection.

Please reconsider the size of this project and increase onsite parking for the safety of the residents and school kids.

Sincerely,  
Candace Yoshida  
[REDACTED]

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, May 4, 2020 12:17 PM  
**To:** Steve Stafford; Raffi Boloyan; Alicia Giudice  
**Subject:** FW: Project at 104 Shaver.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065

Mobile: (415) 827-3806

**From:** Tenney Ford <[REDACTED]>  
**Sent:** Sunday, May 3, 2020 11:44 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** Fw: Project at 104 Shaver.

----- Forwarded Message -----

**From:** Tenney Ford <[REDACTED]>  
**To:** [city.clerck2@cityofsanrafael.org](mailto:city.clerck2@cityofsanrafael.org) <[city.clerck2@cityofsanrafael.org](mailto:city.clerck2@cityofsanrafael.org)>  
**Sent:** Sunday, May 3, 2020, 11:38:20 AM PDT  
**Subject:** Project at 104 Shaver.

I've written on this topic once before. With this email I will have fully expressed myself.

I'd like to know why this project needs to be so large at the expense of so many in our neighborhood?

At this time there is one unit on the property. If the project was scaled down to 4-5 units with 8 off-street parking spaces, it would mean a 4-5 fold increase in units and not too much negative impact to the neighborhood. Why can't the project be scaled back?

The intersection of 3rd & Shaver is a problem, especial with so many more cars that will be coming and going with all the new units on that corner. Many times in my years on Latham St I've been coming WB on 3rd and had my turn onto Shaver blocked by traffic, especially if there is a truck, waiting for the red light on SB Shaver to change. Shaver is a very narrow street and one must excersize a great deal of care, especially after dark and when raining. With the WB traffic coming down the hill on 3rd close behind me, I'm always worried that someone not paying attention will rear-end me as I slow to turn carefully. I've had to continue on to Hayes to turn right and it presents the same hazard of getting rear-ended, plus the approach to my house is more dangerous from Hayes than from Shaver. I've seen some accidents in my years here.

A final word about the petition being signed in hard copy. I know that at least 3 neighbors would like to sign it, but are afraid to go out to sign the petition because of the Covid situation. They even have their groceries delivered.

Please, if this project is approved as the builders want, can't we at least have the 2-hour parking limit removed from 3rd St between E St and G St? Its would help a great deal.

City governments are supposed to help with problems in the community, not make them worse. Thank you for the chance to express my concerns.

A. Tenney Ford



## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Wednesday, April 22, 2020 1:19 PM  
**To:** Raffi Boloyan; Alicia Giudice; Steve Stafford  
**Subject:** FW: In Support of 104 Shaver St multi-family housing

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** Ceyrena Kay <[REDACTED]>  
**Sent:** Wednesday, April 22, 2020 9:55 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** In Support of 104 Shaver St multi-family housing

To Whom It May Concern:

It's come to my attention that some of my neighbors are against this project and are doing their best to be vocal about their opposition. Since it's always those against something that are louder and more motivated, I wanted to take the opportunity to say that I fully support building more multi-family housing in this area and this project in particular. I live a block away and was happy to see that this difficult lot was going to be developed into multi-family housing.

Although some of their concerns, such as traffic turning onto Shaver from 3rd St, is valid, in general the scale and scope of this housing unit would be a wonderful addition to our neighborhood and great use of that very challenging corner lot.

I hope that the planning department will be thoughtful and proactive about addressing traffic concerns for the area but I have full confidence that the benefits of this project outweigh any minor inconveniences that may arise for us as neighbors. Please don't let a vocal minority of NIMBY activists get in the way of much needed housing projects. I hope that me taking the time to write this email is representative of a much larger silent majority that supports progress and growth in our community.

Sincerely,  
Ceyrena Kay

--  
Ceyrena Kay

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Tuesday, April 21, 2020 10:06 AM  
**To:** Raffi Boloyan; Steve Stafford; Alicia Giudice  
**Subject:** FW: APPEAL to 104 Shaver Street project, San Rafael

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065

Mobile: (415) 827-3806

**From:** Donni Uzarski [REDACTED]  
**Sent:** Monday, April 20, 2020 4:11 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** Fwd: APPEAL to 104 Shaver Street project, San Rafael

This was sent to me by former Planning Commissioner Gayle Wittenmeier-Mills. I would like it included with my appeal letter of 104 Shaver Street.

## Donni

----- Forwarded message -----  
**From:** George and Gayle Mills [REDACTED]  
**Date:** Mon, Apr 20, 2020 at 3:25 PM  
**Subject:** Fwd: APPEAL to 104 Shaver Street project, San Rafael  
**To:** [REDACTED]

Donni,  
If this letter is helpful, feel free to use it. I tried sending it to the City Clerk, but it bounced back.  
Good luck,  
Gayle Mills

Begin forwarded message:

**From:** George and Gayle Mills [REDACTED]  
**Subject:** APPEAL to 104 Shaver Street project, San Rafael  
**Date:** April 20, 2020 at 12:18:40 PM PDT  
**To:** [cityclerk2@cityofsanrafael.org](mailto:cityclerk2@cityofsanrafael.org)

To: San Rafael Planning Commissioners and Members of the San Rafael City Council  
Re: 104 Shaver Street Project  
Date: April 20, 2020  
Dear Commissioners and City Council:



As a former San Rafael Planning Commissioner, I would like to support the owner, Donni Uzarski [donniuza@gmail.com](mailto:donniuza@gmail.com), in his/her appeal regarding the project at 104 Shaver Street. This letter is in response to Uzarski's letter, not to my own review of the project.

I have lived in San Rafael over 50 years, mostly in the West End/Sun Valley areas, and know Mahone Creek, the name of that underground stream cited by Uzarski. It begins at the Tamalpais Cemetery and, before mitigation done in my Sun Valley neighborhood in the last few years, frequently flooded various locations along 5th Avenue. I can well imagine the flooding in Uzarski's neighborhood and support the need for hydrology and soils reports.

I have also frequented Ponsford's Bakery, at the corner of Latham and Shaver, risking life and limb to make the tight turns into and out of Shaver. I agree with Uzarski that decrease in street parking and increase in the numbers of ingress and egress from Shaver to 2nd and 3rd would only increase vehicular dangers. A traffic study would be prudent before approving this project.

"Can this project have fewer units to enable full responsibility for all their tenant parking and not cramming the property beyond established legal setbacks?"

Uzarski's concerns are valid and significant. I would also ask planning commissioners to evaluate the entry/exit points for on-site parking. As commissioners know, both Shaver and Latham are very narrow streets, impacted by on-street parking already. An additional 13 cars seeking entrance onto either of these streets should trigger a traffic study.

In closing, I would like to say that the current Latham/Shaver neighborhood is a city treasure. Its existing housing stock of historic homes with a corner bakery harkens back to another age, yet at the same time, offers residents exactly what today's city leaders look for in ideal living conditions: pedestrian proximity to transportation, services and the heart of the city.

I encourage the planning commission and city council to protect this small, neighborhood gem by following best planning practices. By putting valid concerns of existing neighbors who know the area intimately, before the requests of a developer, city leaders will earn the trust and respect of its citizens as well as responsible developers who want to improve, not denigrate, the charm and living experiences in existing neighborhoods.

Yours truly,  
Gayle Wittenmeier-Mills  
Former San Rafael Planning Commissioner

San Rafael, CA 94901

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Tuesday, April 21, 2020 12:40 PM  
**To:** Alicia Giudice; Raffi Boloyan; Steve Stafford  
**Subject:** FW: 104 Shaver Street approved plan for 7-unit 2-bedroom apartments complex

### Lindsay Lara, CMC, CPMC

Office: (415) 485-3065

Mobile: (415) 827-3806

**From:** Sunny Lee [REDACTED]  
**Sent:** Monday, April 20, 2020 11:33 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>; Gary Phillips <Gary.Phillips@cityofsanrafael.org>; Kate Colin <Kate.Colin@cityofsanrafael.org>; Maribeth Bushey <Maribeth.Bushey@cityofsanrafael.org>; John Gamblin <John.Gamblin@cityofsanrafael.org>; Andrew McCullough <Andrew.McCullough@cityofsanrafael.org>  
**Cc:** Donni Uzarski [REDACTED]  
**Subject:** 104 Shaver Street approved plan for 7-unit 2-bedroom apartments complex

Hello All,

Hope this email finds you all well and safe. Thanks for your time reading this in advance.

I'm writing to send my deep concern regarding the approved plan for 104 Shaver Street - the large 7-unit 2-bedroom apartment complex currently with only 6 onsite parking space.

I have my close associate lives on Latham St, I am having very difficult time to find a parking space along Latham street every time we have to be at her place to work together. New apartment will burden many residents.

There's already exasperated right turn situation (110 degree angle) from 3rd Street to Shaver Street. And there are not enough room for 2 vehicles to pass each other due to parked vehicles on both sides of sidewalks. If there's a vehicle waiting signal already, vehicle turning onto Shaver will have to wait along 3rd street corner and it's dangerous.

Unfortunately, many houses in this neighborhood has been built without a garage and many don't offer driveway between the buildings. I hope you'd actually go to this neighborhood and walk from Shaver to Latham street to count houses with garages/driveways.

My associate tells me many employees from the businesses along 4th street park all day at Shaver and Latham streets.

Please reconsider the number of onsite parking of the new apartment complex. This is directly impact my work with my associate resides on Latham street.

I wish I have known about this approved design plan early on, but it just got my attention on Friday. We are all very busy working parents. I'm sorry to say but it's not easy to be at the 7pm council meetings to learn about planning review and express our concerns. We hope there's a better way to communicate to the residents early on for such large building like this.

Sincerely,

Sunny Lee



## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Tuesday, April 21, 2020 3:02 PM  
**To:** G Schlegel  
**Subject:** RE: Appeal of decision to allow 7 apartment development of 104 Shaver Street

Hi Gretel - The deadline to file an appeal is today at 5 p.m. Are you interested in filing? If so, please follow the instructions below:

1. Submit a letter outlining specific reasons/points for appeal (we need specific reason) and name and contact info of appellant(s)
2. Submit the appeal fee for CC appeal
  - o \$350 if they are a resident
  - o \$4,476 if they are a non-resident

Due to Covid-19 our offices are closed; however, there is a drop box located right outside the doors in the back parking lot. You are welcome to drop your letter and the check in the drop-box, and let me know it was submitted. We will accept your appeal as complete when we receive it.

Another option is that you can email me your letter and put the check in the mail to the City Clerk's office. Either one is fine with me.

Thank you!

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** G Schlegel [REDACTED]  
**Sent:** Tuesday, April 21, 2020 2:06 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** Appeal of decision to allow 7 apartment development of 104 Shaver Street

To Whom It May Concern:

As a resident on Shaver street a few blocks down from the proposed apartment at 104, I am opposed to any project being built without adequate on-site parking.

The businesses on 4th Street do not have adequate parking, so their overflow fills the neighborhood of Latham and Shaver Streets; this occurs day and night, since the Mayflower Inn operates well into the evening. The homes on Latham and Shaver by and large do not have much, if any, off-street parking, so the residents must already compete with the business traffic for parking spaces. There are many nights returning from work that I cannot find parking near my home and have to park many blocks away or in the 2 hour parking on F street and then have to relocate my car if possible. There are many times returning from grocery shopping that I have to park many blocks away and try to navigate getting everything home.

The proposed development at 104 Shaver Street will exacerbate this situation. This was a single family home on the corner of 3rd Street and Shaver. There is no parking on 3rd Street. Adding eight units to the neighborhood, with only seven parking spaces is wholly inadequate. A single family residence will often house two adults, each with their own vehicle. An eight unit project should offer 16 parking spaces at a minimum for their residents and guests.

If this project is allowed to proceed, we would request that the City consider some sort of parking limitation in our neighborhood. Either reserved parking for each resident outside their home, or neighborhood parking permits with no other parking allowed. Business customers will have to use the metered parking on 4th Street if the businesses do not have on-site parking. But that is what they should do, rather than taking up our neighborhood parking.

Future tenants of the proposed development should be denied parking permits for the Shaver/Latham neighborhood, as they already have what the City of San Rafael apparently considers adequate parking on their premises.

This neighborhood is made up of single family homes; putting in eight apartment units should not be allowed by zoning. It will adversely affect the character of the neighborhood, many of whose residents have been living here for decades. This project as described will destroy any ability of neighborhood residents to park in their own neighborhood. Many residents only have on-street parking and must depend on the space in front of their homes being available. This is already strained by the overflow from 4th Street; I implore the City to not add to this burden by approving this project.

This apartment complex should not be allowed to proceed due to the negative impact it will have on our neighborhood. But if it is allowed to proceed, I hope the City will take these concerns seriously and address them during the planning and building phase of this project. The intersection must be made safe. And parking must be reserved for residents of this neighborhood.

Sincerely,

Gretel Schlegel, DVM

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 9:13 AM  
**To:** Terry Odgers  
**Subject:** RE: Attachment to Appeal filed by Donni Uzarski regarding project at 104 Shaver St. San Rafael

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

Lindsay Lara, CMC, CPMC  
Office: (415) 485-3065  
Mobile: (415) 827-3806

-----Original Message-----

**From:** Terry Odgers [REDACTED]  
**Sent:** Saturday, April 18, 2020 3:00 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** Attachment to Appeal filed by Donni Uzarski regarding project at 104 Shaver St. San Rafael

City of San Rafael

Regarding the proposed project at 104 Shaver St. in San Rafael, I would like to express my concerns regarding safety and parking.

The proposed project will have a new wide driveway located on Shaver St. very close to Third St., which is a very busy intersection. Vehicles often travel West on Third St. at a fairly high rate of speed, and often make a right turn onto Shaver St. This will no doubt increase the level of danger at that intersection, as there are currently many families with young children that use these streets for walking and biking.

The proposed new driveway would eliminate two existing street parking spaces from an already overcrowded street, that cannot afford to lose any existing parking spaces.

The proposed new 7 unit building, having mostly two bedroom units, will potentially have 12 to 14 resident vehicles, and with only 7 proposed new parking spaces in the building, the additional vehicles will be attempting to park on the overcrowded street, a street that will be losing 2 existing spaces (new driveway). With currently only 7 spaces proposed, where are the residents guests supposed to park? I know many current residents already need to park some distance from their residents because they are unable to park on their block.

My opinion is the project should have less units with more parking spaces for residents and their guests, and the parking spaces should be able to accommodate full sized vehicles and not just a compact vehicle.

Terry Odgers  
[REDACTED]

## **Steve Stafford**

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**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 9:10 AM  
**To:** Meg Reilly  
**Subject:** RE: 104 Shaver St - Parking

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065

Mobile: (415) 827-3806

**From:** Meg Reilly [REDACTED]  
**Sent:** Friday, April 17, 2020 12:24 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 104 Shaver St - Parking

Dear Sir:

I believe appeal and further review of this project is needed. Parking is already oversubscribed in the project area. More off street parking should be incorporated into this project.

Senior Planner, Steve Stafford (415) 485-3066 is handling this project.

Thank you.  
Meg Reilly

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 9:20 AM  
**To:** Paula Doubleday  
**Subject:** RE: 104 Shaver St project

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** Paula Doubleday [REDACTED]  
**Sent:** Sunday, April 19, 2020 9:55 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 104 Shaver St project

I'm writing in support of the 104 Shaver St. project. I've read through the whole staff report and think this is the perfect solution at this location.

A few months ago when we could gather at meetings, I attended two housing workshops with the City Planning department. What I learned was the difficulty in getting projects completed to add to our huge housing need in San Rafael. This project meets those goals by making small concessions (changing parking spot sizing, 2 ft. setback allowance next to a parking lot, etc.) that help make the project affordable. Let's not stop these projects that have taken so long (with no neighborhood objections) and get the construction moving.

I don't understand how this is not a win-win for the neighborhood and this tough triangular lot. Bringing small families to our downtown neighborhood increases community activity, people walking and biking, using our local businesses. All good things for Downtown.

Please deny this appeal and let this project proceed.

Paula Doubleday  
San Rafael



## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 9:20 AM  
**To:** Tenney Ford  
**Subject:** RE: Project at 104 Shaver St.

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065

Mobile: (415) 827-3806

**From:** Tenney Ford [REDACTED]  
**Sent:** Sunday, April 19, 2020 11:57 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** Project at 104 Shaver St.

My name is A. Tenney Ford and I live at [REDACTED] just around the corner from the project. My home phone is [REDACTED] and email at [REDACTED]

I am very distressed that the developer is only planning 1 off-street parking space per unit. The parking in this neighborhood is very tight and hard to find. We are just off the main commercial district of Fourth St and lots of people who have business on Fourth St park hereabouts because it is free and unlimited. On normal days, particularly weekdays, parking is hard to find. One must often park out on Third St where there is a 2-hour limit.

If there are to be 7 units, we are looking at the necessity of parking probably 4 or more vehicles on the street. The streets in this neighborhood are narrow and often 2 cars can't pass, and when there are trucks it is not easy, to say the least. And those 4 or more extra vehicles on the street are in addition to our already over-crowded parking problem.

I'd be willing to bet that nobody from the City has been down here to look at the situation on a normal weekday. I think that the developer should be required to provide MORE than the 8 off-street spaces required, rather than the 7 they want a variance for. At the very least, the City should remove the 2-hour limit along Third St west of E St all the way to H St. It would seem that the developer is seeking to make a lot of money at the expense of the people who live here.

Thank you for considering the situation here that we must endure every day.

A. Tenney Ford

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 12:35 PM  
**To:** Deborah Beckman  
**Subject:** RE: 104 Shaver St Project

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** Deborah Beckman [REDACTED]  
**Sent:** Monday, April 20, 2020 11:31 AM  
**To:** Sirima Pinit [REDACTED]; City Clerk  
<City.Clerk2@cityofsanrafael.org>; donniuzaj@gmail.com  
**Subject:** 104 Shaver St Project

My letter to city clerk of San Rafael, as a home owner on Latham street, is one of disappointment of the people in charge of this project. The parking component of this project is way detrimental to the people that live in the neighborhood and surrounding streets.

Finding and financing additional housing is something we all want, so people can live and work in San Rafael. But, okaying limited parking for the units being built, is poor planning and will eventually lead to painful traffic results and the lessening of a lovely residential neighborhood.

All this for more property taxes. You may, as poor planners, get away with this now, but this is nothing to be proud of. You could have done better.

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 12:35 PM  
**To:** Jill Warren  
**Subject:** RE: Re project at Shaver and 3rd st

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** Jill Warren [REDACTED]  
**Sent:** Monday, April 20, 2020 10:46 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Cc:** [REDACTED]  
**Subject:** Re project at Shaver and 3rd st

Dear City Clerk,

I have been made aware of the limitations regarding the planned construction at 104 Shaver St in San Rafael. I would also like to appeal the plan, as it does not appear to take various factors into consideration.

I agree with the points made by residents of Shaver St, Donni Uzarski and her sister, Dale Wallis.

- 1) The parking in the area is a problem, especially as, even though there will be parking for 7 at the location, 6 of the apartments will be 2 bedroom, so there would need to be more spaces available. Parking in the area is at a premium.
- 2) The street is already narrow and it would be hazardous for cars turning onto Shaver from 3rd St encountering ones exiting #104.
- 3) The water issues mentioned in Donni's email are definitely a concern.

It would be a shame to push this project forward in this time of Stay At Home, which limits full participation in meetings.

Jill Myers  
[REDACTED]

San Rafael,  
CA 94901

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 9:19 AM  
**To:** Tom Cummings  
**Subject:** RE: 104 Shaver Street Parking

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** Tom Cummings [REDACTED]  
**Sent:** Sunday, April 19, 2020 8:20 AM  
**To:** Terri Cummings [REDACTED] City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 104 Shaver Street Parking

I live at [REDACTED] around the corner from 104 Shaver. There is NO parking on either of these streets. The City of San Rafael has already basically turned our historic little neighborhood into a parking lot for 4th Street by zoning Latham Street 36 hour parking, thus encouraging 4th Street day workers to park on Latham Street all day for free.

If City Hall allows a 7 parking spot variance for 104 Shaver Street, you will be making a bad situation worse.

Latham Street should be zoned 2 hour parking except for residents, that would force day workers to use the City parking garages located on 4th Street and add to the City's coffers.

Don't believe me? Try driving Latham Street mid-week and trying to find a parking place. You won't find one.

Sincerely,  
Tom Cummings

[REDACTED] Homeowner

**Steve Stafford**

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**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 9:12 AM  
**To:** Cindy Clawson  
**Subject:** RE: Attachment to the appeal filed by Donni Uzarski regarding the project at 104 shaver st.

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

Lindsay Lara, CMC, CPMC  
Office: (415) 485-3065  
Mobile: (415) 827-3806

-----Original Message-----

From: Cindy Clawson <[REDACTED]>  
Sent: Saturday, April 18, 2020 2:44 PM  
To: City Clerk <[REDACTED]>  
Subject: Attachment to the appeal filed by Donni Uzarski regarding the project at 104 shaver st.

Dear city council,

I am the owner of [REDACTED] and would like to voice my concerns about the proposed project at 104 Shaver street.

1. Safety. The parking garage as designed sits near the corner of Third and Shaver. The parking garage allowing 7 compact spaces is designed as a entrance and a exit with only enough space for one car to do so at a time. This means cars may be trying to enter and exit the garage at the same time, possibly having to wait on Shaver St. The garage is designed such that some of the spaces/cars may actually have to back out onto Shaver st. since there is not enough turn around space in the underground parking structure. Cars typically are driving down Third St. at a high rate of speed as they turn onto Shaver street. This is the exact corner the proposed garage opening will be. This will be a huge problem and dangerous as cars may be trying to exit and enter the building.

2. Parking. The street parking in the area is very limited. The proposed building garage will be taking away at least 2 street parking spaces on Shaver street. The lack of parking is complicated by the fact that Third street has a 2 hour parking limit and that most of the houses, built around 1900, have limited or no off street parking. Allowing 7 two bedroom units with only 7 mostly compact parking spaces, with no guest parking, will send an overflow of cars onto the street to find parking that is already overcrowded. Assuming most two bedroom units will have at least 2 occupants it is naive to assume they will only have one car.

Please reconsider the size, number of units and parking involved with this project.  
Thanks for your consideration.

Cindy Clawson  
[REDACTED]  
San Rafael, Ca. 94903  
[REDACTED]

**Steve Stafford**

---

**From:** Lindsay Lara  
**Sent:** Monday, April 20, 2020 9:11 AM  
**To:** Jenny Kerr  
**Subject:** RE: 104 Shaver

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** Jenny Kerr [REDACTED]  
**Sent:** Friday, April 17, 2020 1:29 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** Fwd: 104 Shaver

----- Forwarded message -----

**From:** Jenny Kerr <[REDACTED]>  
**Date:** Thu, Apr 16, 2020 at 3:41 AM  
**Subject:** 104 Shaver  
**To:** [city.clerk2@cityofsanrafael.com](mailto:city.clerk2@cityofsanrafael.com) <[city.clerk2@cityofsanrafael.com](mailto:city.clerk2@cityofsanrafael.com)>

Dear City Clerk,

I am a Gerstle Park resident and am writing to request that the decision to construct the seven-unit building project at 104 Shaver be appealed. This project clearly will be a detriment to the neighborhood for numerous reasons, at least being in adequate parking.

It was passed as an additional tax revenue without due consideration of the negative impact on the neighborhood or its residents. Thank you in advance for considering your civic duty.

Sincerely,

Jennifer Kerr  
[REDACTED] San Rafael, CA 94901

April 18, 2020

San Rafael Planning Commission  
Community Development Department  
1400 5<sup>th</sup> Avenue  
San Rafael, CA 94901

Via email  
city.clerk2@cityofsanrafael.org

Re: Appeal of decision to allow 7 apartment development of 104 Shaver Street

To Whom It May Concern:

I live at [REDACTED] and I am deeply concerned about the proposed apartment development on the corner of Shaver and 3<sup>rd</sup> Streets. Parking is already difficult and extremely limited in our neighborhood, day and night, seven days a week. This is a particular hardship for many of my neighbors who are elderly and longtime residents of the neighborhood. These folks need to be able to park in close proximity to their homes, and they deserve the opportunity to do so. Adding an apartment complex with seven two-bedroom residences and only seven on-site parking spots will certainly increase the number of cars that will compete for street parking. It is unreasonable to assume that each of the seven households in the development will only own one vehicle. If this project is allowed to proceed, I would urge the City to consider some sort of parking limitation in our neighborhood. Perhaps reserved parking for each resident outside their home, or neighborhood parking permits with no other parking allowed.

In addition to the impact on street parking, the precise location of the development will only intensify the danger of what is already a dicey traffic situation. The intersection in question where this apartment complex will be built is a blind, sharp corner regarding the turn onto Shaver Street. It is also at the bottom of a hill descent. The planned building will likely block the view of residents leaving Shaver onto 3<sup>rd</sup> Street, and people turning right may not see oncoming traffic due to the obstruction. There is also an inherent bottleneck created when vehicles are waiting at the stoplight on Shaver. This problem will be exacerbated by further blinding the turn with an apartment building at 104 Shaver Street, and the driveway outlet at that corner to allow seven vehicles to enter and leave into an already precarious situation. Adding a visual obstruction that adds more traffic to that particular corner and our neighborhood is a recipe for disaster. If this project is allowed to proceed, there should be updates to the speed limit, enforcement, and traffic and pedestrian light controls to make the intersection safer. We should not have to wait for accidents to start happening before there is a response.

Sincerely,

Charles B. Wilson

**Steve Stafford**

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**From:** Lindsay Lara  
**Sent:** Friday, April 17, 2020 9:45 AM  
**To:** Angela Tucker  
**Subject:** RE: 104 Shaver Street

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will let you know how to proceed.

Lindsay Lara, CMC, CPMC  
Office: (415) 485-3065  
Mobile: (415) 827-3806

-----Original Message-----

**From:** Angela Tucker [REDACTED]  
**Sent:** Thursday, April 16, 2020 10:00 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 104 Shaver Street

To whom it may concern,

I live downtown, so I know there is a shortage of parking in that area. We do not want an apartment building at that corner.

Angela Tucker



## Steve Stafford

---

**From:** Lindsay Lara  
**Sent:** Friday, April 17, 2020 9:46 AM  
**To:** lydia  
**Subject:** RE: 104 Shaver Street.

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065

Mobile: (415) 827-3806

---

**From:** lydia <[REDACTED]>  
**Sent:** Thursday, April 16, 2020 12:57 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 104 Shaver Street.

My name is Lydia Lee. I live at [REDACTED] Shaver and Latham are streets used by people that work downtown as free parking streets. Most of the housing on Shaver and Latham have no off street parking. Parking is already over impacted.

The new building will have at least two cars per unit with only one parking place allotted to it. This means that in addition to all the extra downtown people we will have at least an additional 7 cars with no parking. They are actually moving the driveway and by doing that we are going to lose a parking place we currently have.

If we leave our house around 8 AM and come back within an hour there is no parking on Shaver or Latham to park. There is parking usually on 3rd street but it is 2 hour parking. It is inconvenient to have to remember to go and move your car. It is easy to get busy and forget that your car is in a ticketed spot.

In addition, in the evening it is already hard to get a spot if you don't get here within a short time after the workers leave. By adding a minimum of 7 new families it is going to make it almost impossible.

Before this went to design review I went to every house in the neighborhood and all but one person signed a petition to fight the lack of parking for the new project.

I went to every house in a two block radius.

We understand that the property needs to show a return on investment but the community that lives here deserves some consideration as well.

I have spoken to the parking enforcement officer that works our street. She told me that if we had permit parking the cost would be \$500 per car per year. We are all renters on this street and an additional \$1000 a year would be prohibitive. A price of \$25.00 per car would be more reasonable. That would cover the cost of printing and processing the paperwork. It would serve the community.

I would suggest to alleviate some of the parking problems that 3rd, Shaver and Latham Streets be made into permit parking streets with a two hour limit for none permit holders Monday through Friday. This would allow residents to park closer to their homes. Currently while downtown is closed there is no parking problem on Shaver or Latham.

Thank you for your consideration.

Lydia Lee  
[REDACTED]

## Steve Stafford

---

**From:** Lindsay Lara  
**Sent:** Friday, April 17, 2020 9:46 AM  
**To:** Su Yi; City Clerk  
**Subject:** RE: 104 Shaver Street

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

Lindsay Lara, CMC, CPMC  
Office: (415) 485-3065  
Mobile: (415) 827-3806

-----Original Message-----

From: Su Yi <[REDACTED]>  
Sent: Thursday, April 16, 2020 1:40 PM  
To: City Clerk <City.Clerk2@cityofsanrafael.org>  
Subject: 104 Shaver Street

To whom this may concern-

As a person who lives a block away from 104 Shaver-

The parking is a VERY VERY BIG CONCERN!!!

If this apartment building is going to go up- the city needs to do something re the parking situation!!!

Take away the 2hour parking situation on 3rd street for those people who will reside there.... for two blocks and give the people who live around here the option for yearly parking permits!!!!

It's getting outrageous that in the suburbs - we can not find parking!!!!

And also you need to change back the timing on those lights between 3rd and 2nd Street via Shaver!!!!

A concerned neighbor on Latham Street-

Su Yi

Sent from my iPhone

## Steve Stafford

---

**From:** Lindsay Lara  
**Sent:** Friday, April 17, 2020 9:47 AM  
**To:** Marcia King  
**Subject:** RE: 3rd & Shaver Development

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

Lindsay Lara, CMC, CPMC  
Office: (415) 485-3065  
Mobile: (415) 827-3806

-----Original Message-----

**From:** Marcia King [REDACTED]  
**Sent:** Thursday, April 16, 2020 6:37 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 3rd & Shaver Development

I've just been made aware of the size of this development and the inadequate parking provisions for it. PLEASE imagine that YOU or YOUR RELATIVE live on Shaver or in neighborhood and approve what you would want. So not cool to have to park far away at night or with groceries, which I've experienced already living just 2 blocks away.

PLEASE insist upon underground parking or 2 spaces per 2 bdrm apt., plus several guest spots as well. This is not close enough to downtown or transit center to presume car-less tenants.

The setback variance is also not good for visibility. The apartments just up the road are flush with 3rd but the home across the street is set back, so not the same situation.

I know we need housing and soon but it needs to be workable for all concerned, not just developer pockets!

I look forward to hearing about/seeing the revised plans!

Thank you community members, for doing the right thing.

Marcia King  
[REDACTED]

## Steve Stafford

---

**From:** Lindsay Lara  
**Sent:** Friday, April 17, 2020 9:44 AM  
**To:** Candace Yoshida  
**Subject:** RE: 104 Shaver St.

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will let you know how to proceed.

**Lindsay Lara, CMC, CPMC**  
Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** Candace Yoshida [REDACTED]  
**Sent:** Thursday, April 16, 2020 9:54 AM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 104 Shaver St.

Dear City Clerk,

I want to go on record to protest the large condo project approved at 104 Shaver St. I live around the corner on Latham and drive and/or walk down Shaver every day. I have had to pull into someone's driveway to allow the cars to pass coming the other way. The street is tiny and should probably be a one way street. Trucks often get caught there and no one can get through.

In addition, this area is one of the worst the parking areas in San Rafael and you want to reduce the condo parking requirements? Why? Shaver St. at 3rd and 2nd has gridlock occur several times a week. Middle School bicyclists from the whole West End area use Latham and Shaver. They have to dodge the morning commute cars which is quite dangerous as it is now.

Yes, we need more housing and I do not object to a few condos there, but please reduce the number of units!

Sincerely,  
Candace Yoshida  
[REDACTED] San Rafael, CA 94901

## Steve Stafford

---

**From:** Lindsay Lara  
**Sent:** Friday, April 17, 2020 9:47 AM  
**To:** martha  
**Subject:** RE: To City of San Rafael Planning Department and City Clerk

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**  
Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** martha [REDACTED]  
**Sent:** Thursday, April 16, 2020 7:42 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** To City of San Rafael Planning Department and City Clerk

April 16, 2020

I live barely two blocks from 104 Shaver Street and travel almost daily in this neighborhood via electric wheelchair. I see many middle school children on bikes having to cross here every day to and from school. There are other little old men and women like me who must use this corner to cross the street. Also a lot of nannies pushing babies and toddlers across here. We're all nervous about your plans to build a multi unit apartment bldg. WITH ONLY STREET parking at this corner. Bad idea. That corner is already dangerous. You know that.

I am very concerned that this project plans on encroaching outside of standard setbacks and does not plan to improve the tight corner on Shaver and 3rd Street. It is a very dangerous location because it is not a 90 degree angle for drivers turning off of 3rd. It will be a completely blind corner from 3d to Shaver and Shaver to 3d, West.

I have witnessed several accidents at this specific location because of the angle of the turn and because Shaver Street is quite narrow.

This is a wonderful, neighborhood already burdened with inadequate parking spaces. It includes a fabulous bakery, Pondsford Place. The lack of parking availability greatly impacts potential customers trying to frequent this local jewel. There is NO parking around here and you are planning to add to the problem.

I am hoping further conversation will happen before there is a death or more at this location. I imagine the city will be held responsible in such a case.  
Thank you for your time,

Martha J. O'Brien  
[REDACTED]  
San Rafael, CA 94901

## Steve Stafford

---

**From:** Lindsay Lara  
**Sent:** Friday, April 17, 2020 9:47 AM  
**To:** ben madrigali; City Clerk  
**Subject:** RE: In protest of proposed development at 104 Shaver St.

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff so that in the event an appeal is filed your correspondence will be included in the staff report.

If you are interested in filing an appeal, please let me know and I will provide instruction on how to proceed.

**Lindsay Lara, CMC, CPMC**

Office: (415) 485-3065  
Mobile: (415) 827-3806

**From:** ben madrigali [REDACTED]  
**Sent:** Thursday, April 16, 2020 5:53 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** In protest of proposed development at 104 Shaver St.

Good Day,

My name is Benjamin M. Madrigali, I live at [REDACTED] San Rafael.

I am Writing to protest the proposed number of units, and easement adjustments in the development plans for 104 Shaver St. The neighborhood cannot sustain parking for even another potential 2-4 cars, and the corner of third and shaver is already tight and narrow, especially considering the traffic on third. In the interest of the people of San Rafael, placed here in opposition of an out of town developer, please require that the current plans be downsized.

With regards,

Benjamin M. Madrigali

## Steve Stafford

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**From:** Lindsay Lara  
**Sent:** Friday, April 17, 2020 9:42 AM  
**To:** Doug  
**Subject:** RE: 104 Shaver Street

Thank you for writing to us. I will be forwarding your correspondence to Planning Division staff in the event an appeal is filed

If you are interested in filing an appeal, please let me know and I will let you know how to proceed.

Lindsay Lara, CMC, CPMC  
Office: (415) 485-3065  
Mobile: (415) 827-3806

-----Original Message-----

**From:** Doug <[REDACTED]>  
**Sent:** Wednesday, April 15, 2020 9:50 PM  
**To:** City Clerk <City.Clerk2@cityofsanrafael.org>  
**Subject:** 104 Shaver Street

Just wanted to lodge my objection to the permit to turn a single home property into a multiple apartment project in our neighborhood which is already suffering with congestion. It's a nightly fight to find parking. And you're adding Two more cars per apartment to the existing problem. It seems irresponsible to make the congestion worse ...And make exceptions to the zoning for this project. I live just around the corner a [REDACTED] San Rafael. I've been here for 20 years and between the homeless roaming our neighborhoods every evening coming on the property and stealing and the lack of parking on the street the quality-of-life has declined Dramatically.

Doug Neiman [REDACTED]

May 21, 2020

To San Rafael City Council,

Between 1990 and 2005, I visited a dear friend on Shaver Street, at least twice a week, on my way to work at Pucci's in Fairfax. I always had to park a block or 2 away, even back then. My friend told me then that the people that worked on 4<sup>th</sup> street parked their cars there all day.

My friend also shared with me that several of the single story homes on Latham had been built up to make duplexes and triplexes in the 70s and 80s which had started clogging the streets with more resident cars. I assume the City of San Rafael handed out permits for the extra growth, but what did they do to ensure that parking would be available?

Now I hear that someone wants to put up an apartment building on the corner, but not provide enough parking for their tenants??

This is a crazy and unsafe idea! Cars can barely drive past each other there without one of them having to pull into a driveway. I avoid these streets, except to go to Ponsfords Place, because they are so constricted. Now there will be MORE cars??

It makes sense to me that the size of a building should be determined by how much parking it can provide.

Measure twice, cut once. I doubt the building will be torn down once everyone realizes what a mistake it was.

I support the idea of reevaluating this project. Otherwise it will impact the residents day after day, year after year, while the decision makers and the developer can just walk away and not have to deal with the harm they inflict on the neighborhood.

Please do the RIGHT thing.

  
Frank Dimuzio



Novato, California



May 7, 2020

WE have concern about:  
104 Shaver Street

(A)

(15 sigs)

- TOO MANY UNITS
- NO TRAFFIC OR PARKING REPORTS
- SAFETY at 3rd/Shaver

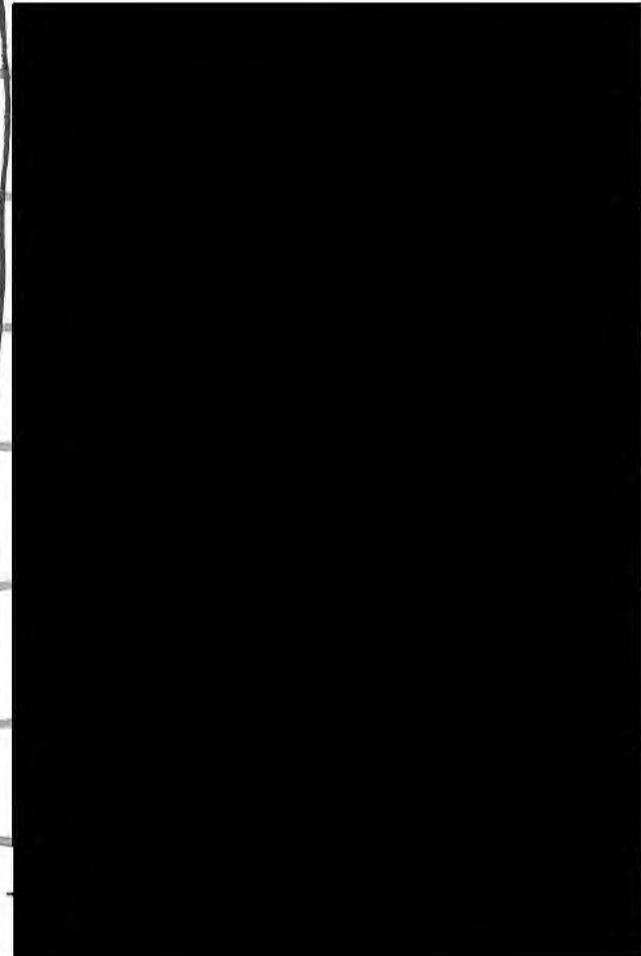

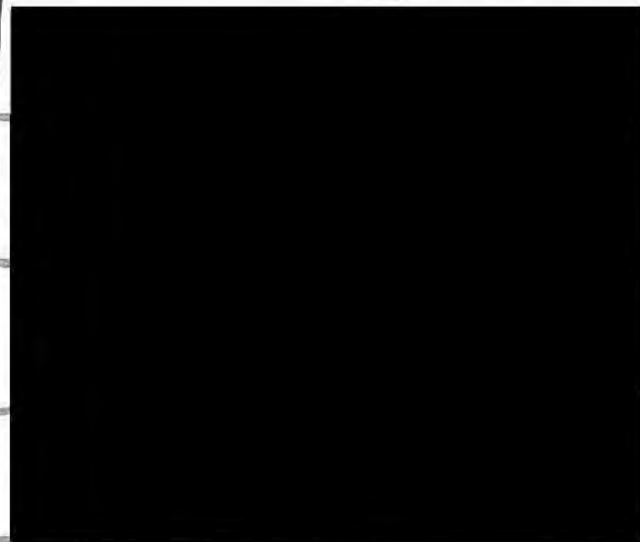
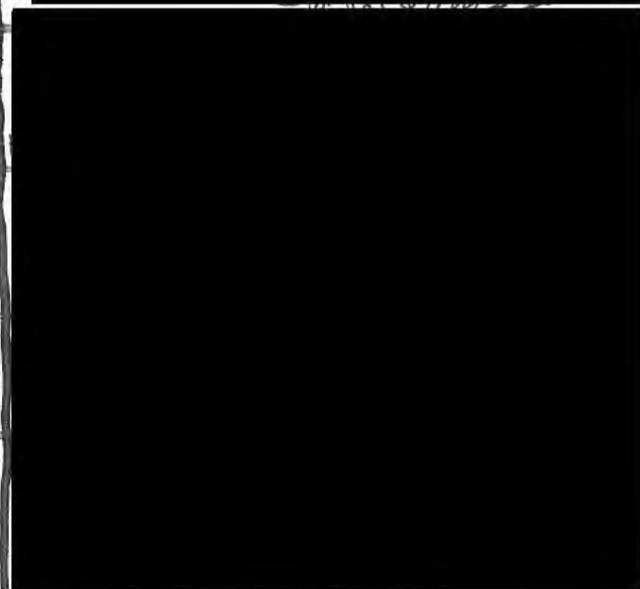
| Name                                   | Address    | Email      |
|----------------------------------------|------------|------------|
| ✓ Su Yi                                | [REDACTED] | [REDACTED] |
| ✓ SANDRA SHEPARD<br>HERBERT<br>WOLFRAM | [REDACTED] | [REDACTED] |
| ✓ A. TENNEY FORD                       | [REDACTED] | [REDACTED] |
| Linda Shank                            | [REDACTED] | [REDACTED] |
| Anton Rosal                            | [REDACTED] | [REDACTED] |
| ✓ Mike Horan                           | [REDACTED] | [REDACTED] |
| JIM MARONEY                            | [REDACTED] | [REDACTED] |
| Cana Figonié                           | [REDACTED] | [REDACTED] |
| ✓ Tanna Noel                           | [REDACTED] | [REDACTED] |
| - Echelle Morales                      | [REDACTED] | [REDACTED] |
| ✓ LYDIA LEE                            | [REDACTED] | [REDACTED] |
| - Cynthia Landecker                    | [REDACTED] | [REDACTED] |
| ✓ Joe Likover                          | [REDACTED] | [REDACTED] |
| ✓ Amy Likover                          | [REDACTED] | [REDACTED] |

May 3, 2020

We have concern about the project  
at 104 Shaver St.

(B) 12 sigs

- Too Many Units & not enough parking provided off street.
- NO TRAFFIC STUDY
- NO PARKING STUDY
- DANGEROUS INTERSECTION at 3rd

| Name                  | Address                                                                              | Email                                                                                 |
|-----------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Candace & Aki Yoshida |  |  |
| Ginger Nelson         |                                                                                      |                                                                                       |
| Tom Cummins           |                                                                                      |                                                                                       |
| Terri Cummings        |                                                                                      |                                                                                       |
| Charles Kyne          |                                                                                      |                                                                                       |
| Stephanie Kyne        |                                                                                      |                                                                                       |
| Ben Mault 19221       |                                                                                      |                                                                                       |
| JILL MYERS            |  |  |
| PETER ROBERTS         |                                                                                      |                                                                                       |
| Jill Harris           |                                                                                      |                                                                                       |
| Brian Duncan          |                                                                                      |                                                                                       |
| David HARRAH          |                                                                                      |                                                                                       |

We have concern about the project  
at 104 Shaver Street. (9) (E)

- Too Many Units for 7 parking spaces
- Safety at 3rd and Shaver
- Traffic Impact & Parking Assessment  
HAS NOT BEEN DONE

| Name                    | Address    | Email |
|-------------------------|------------|-------|
| <del>Edgerton</del>     | [REDACTED] |       |
| <del>Ray</del>          |            |       |
| <del>REDACTED</del>     |            |       |
| Don Wilson              |            |       |
| Joyce Huff              |            |       |
| <del>Bernard Huff</del> |            |       |
| Oretel Schlegel         |            |       |
| A. Flowerfield          |            |       |
| N. Smith                |            |       |
| <del>Sirima Patel</del> |            |       |
| Jeanne Campbell         |            |       |
| Bruce Hopper            |            |       |

WE have concern about the project at:  
104 Shaver Street (10)

- Too Many Units for 7 parking spaces
- Safety at 3rd and Shaver.
- Traffic Impact & Parking Assessment HAS NOT BEEN DONE!

| Name                     | Address    | Email      |
|--------------------------|------------|------------|
| Donni Uzariski           | [REDACTED] | [REDACTED] |
| Sarah Murray             | [REDACTED] | [REDACTED] |
| SETH AFFOUNDADO          | [REDACTED] | [REDACTED] |
| Veronica Page-Affoundado | [REDACTED] | [REDACTED] |
| Robert Ricciulli         | [REDACTED] | [REDACTED] |
| Mo Cjoshida              | [REDACTED] | [REDACTED] |
| Aranda Howsfield         | [REDACTED] | [REDACTED] |
| Ren Guittard             | [REDACTED] | [REDACTED] |
| NANCY ZAI (Nancy)        | [REDACTED] | [REDACTED] |
| Hinda B. Hinton          | [REDACTED] | [REDACTED] |
|                          |            |            |
|                          |            |            |



(E) May 2, 2020 (U)

We have concern about the project:  
104 Shaver Street.

10  
Sigs

- Too Many Units for 7 parking spaces
- Safety at 3rd and Shaver
- Traffic Impact & Parking Assessment  
HAS NOT BEEN DONE

| Name                   | Address | Email |
|------------------------|---------|-------|
| Tina CARACO ✓          |         |       |
| SHARYN MANNING ✓       |         |       |
| Ben Lang               |         |       |
| Jay Marshall           |         |       |
| Chris Solberg          |         |       |
| ✓ Susan Lombardi       |         |       |
| ✓ Pamela Gusto Sorrell |         |       |
| ✓ Summer Huff          |         |       |
| ✓ RICHARD WOOLTON      |         |       |
| ✓ Patricia Woolton     |         |       |

WE have concerns about the project at (F)  
 104 Shaver Street.

(7)

- TOO MANY UNITS for 7 parking spaces
- SAFETY at 3rd/Shaver St.
- Traffic Impact & Parking Assessments  
 HAVE NOT BEEN DONE!

| Name                  | Address | Email |
|-----------------------|---------|-------|
| Dolita Hernandez      |         |       |
| Mervyn                |         |       |
| Adelma Chiel Monzo    |         |       |
| fanny vega pevera     |         |       |
| Abner Cordova Alvarez |         |       |
| Sergio Lopez          |         |       |
| Akifumi Yoshida       |         |       |
|                       |         |       |
|                       |         |       |
|                       |         |       |
|                       |         |       |
|                       |         |       |
|                       |         |       |
|                       |         |       |
|                       |         |       |

(7)

WE have concern about the project  
⇒ 104 Shaver Street (G)

- TOO MANY UNITS for 7 parking spaces
- SAFETY at 3rd / Shaver
- Traffic Impact & Parking Assessments  
HAVE NOT BEEN DONE!

| Name             | Address | Email |
|------------------|---------|-------|
| Armida Scopazzi  |         |       |
| Anthony Scopazzi |         |       |
| WILL BECKMAN     |         |       |
| Sirima Pinit     |         |       |
| Deborah Beckman  |         |       |
| B. Schwager      |         |       |
| MARC FOOSE       |         |       |
| Morgan Prouel    |         |       |
| KEVIN McLATHY    |         |       |
| Sam Stein        |         |       |
| Jordan Tebor     |         |       |
| Prattaglu        |         |       |
| Tyler Parkerson  |         |       |
| JOE UZARSKI      |         |       |

(H)

We have concern about the project:

104 Shaver St

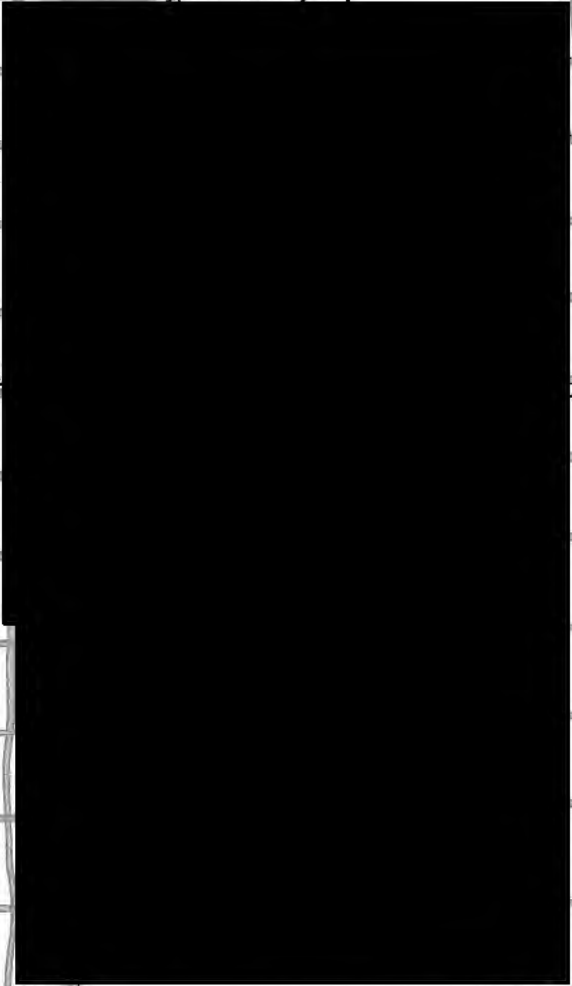
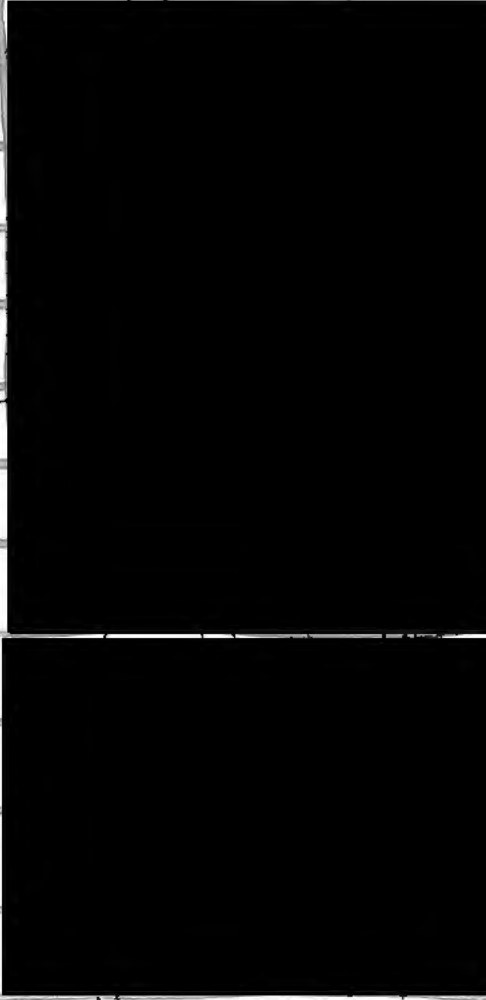
- Too Many Units for 7 parking spaces
- SAFETY at 3rd/Shaver
- Traffic Impact & Parking Assessment HAS NOT BEEN DONE!

| Name              | Address | Email |
|-------------------|---------|-------|
| Christina Lovejoy |         |       |
| → Ann Dill        |         |       |
| STEVEN Schoonover |         |       |
| Lee T.            |         |       |
| Apolosi N         |         |       |
| Kerry Chun        |         |       |
| Micah Hinton      |         |       |
| Jennifer Hinton   |         |       |
| Jessa May         |         |       |
| Tanya DeGrazia    |         |       |
| Kristen Haviland  |         |       |



WE have concerns about the project at (I)  
104 Shaver Street.

- TOO MANY UNITS for 7 parking spaces
- SAFETY at 3rd & Shaver St.
- Traffic Impact & Parking Assessments  
HAVE NOT BEEN DONE!

| Name              | Address                                                                             | Email                                                                                |
|-------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Christy Marshall  |  |  |
| MOLICE FRANKLIN   |                                                                                     |                                                                                      |
| Dennis h. Sawyer  |                                                                                     |                                                                                      |
| Sandy Peak        |                                                                                     |                                                                                      |
| Chuzzella         |                                                                                     |                                                                                      |
| Myrle Blair       |                                                                                     |                                                                                      |
| George Retano     |                                                                                     |                                                                                      |
| Jeffrey. Santos   |                                                                                     |                                                                                      |
| Sean Dodson       |                                                                                     |                                                                                      |
| Edoardo Malloredo |                                                                                     |                                                                                      |
| Angel Belfran     |                                                                                     |                                                                                      |
|                   |                                                                                     |                                                                                      |
|                   |                                                                                     |                                                                                      |
|                   |                                                                                     |                                                                                      |
|                   |                                                                                     |                                                                                      |



WE have concerns about the project at  
104 Shaver Street. (K)

- TOO MANY UNITS for 7 parking spaces
- SAFETY at 3rd & Shaver St.
- Traffic Impact & Parking Assessments  
HAVE NOT BEEN DONE!

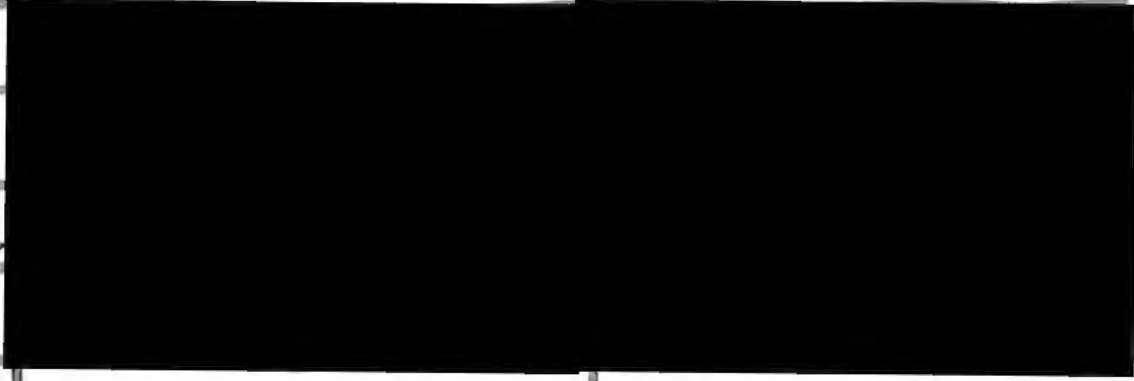
| Name | Address | Email |
|------|---------|-------|
|------|---------|-------|

|                  |  |  |
|------------------|--|--|
| Mohammed Khalifa |  |  |
|------------------|--|--|

|            |  |  |
|------------|--|--|
| Gavin Page |  |  |
|------------|--|--|

|                                              |  |  |
|----------------------------------------------|--|--|
| <sup>Duplicate</sup><br>Pamela Cresto-Sorell |  |  |
|----------------------------------------------|--|--|

|               |  |  |
|---------------|--|--|
| Alysa Deloach |  |  |
|---------------|--|--|



WE have concerns about the project:  
104 Shaver Street (L)

- TOO MANY Units for 7 parking spaces.
- SAFETY at 3rd & Shaver St.
- NO REPORTS for: Traffic/Parking/or Hydrology

| Name                                | Address    | Email      |
|-------------------------------------|------------|------------|
| MEG ELDRIDGE<br><i>Meg Eldridge</i> | [REDACTED] | [REDACTED] |
| DAN BENOIT<br><i>Dan Benoit</i>     |            |            |
| SUSAN ADLER                         |            |            |
|                                     |            |            |
|                                     |            |            |
|                                     |            |            |
|                                     |            |            |

WE have concerns about the project at  
104 Shaver Street



- TOO MANY UNITS for 7 parking spaces
- SAFETY at 3rd & Shaver St.
- Traffic Impact & Parking Assessments  
HAVE NOT BEEN DONE!

| Name          | (req'd)<br>Address | Email (req'd) |
|---------------|--------------------|---------------|
| Anne E. Wolfe | [REDACTED]         | [REDACTED]    |
|               |                    |               |
|               |                    |               |
|               |                    |               |



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: FINANCE

From: Nadine Atieh Hade,  
Finance Director

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

**TOPIC: PARAMEDIC TAX RATE FOR FISCAL YEAR 2020-21**

**SUBJECT: CONSIDERATION TO INTRODUCE FOR ADOPTION AN ORDINANCE TO ESTABLISH A TAX RATE FOR FISCAL YEAR 2020-2021 FOR THE VOTER-APPROVED PARAMEDIC SERVICE SPECIAL TAX FOR BOTH RESIDENTIAL AND NON-RESIDENTIAL PROPERTIES IN THE CITY OF SAN RAFAEL, CSA 13, CSA 19 AND MARINWOOD CSD**

**RECOMMENDATION:** Hold a public hearing and pass the Ordinance to print setting the Paramedic Tax rates for 2020-2021 for residential and non-residential properties.

**BACKGROUND:** In 1979, the voters of San Rafael approved a “Paramedic Service Special Tax” for the purpose of supporting a paramedic program. The original ordinance established [Municipal Code Chapter 3.28](#). Included in that Chapter, under Section 3.28.060, is the authority of the City Council to set the tax rates based upon a budget recommendation by the City Manager. The tax was applied at a flat rate per residential dwelling. This tax was also approved by three separate jurisdictions that receive paramedic service from the City of San Rafael. These areas included the Marinwood Community Services District (CSD), County Service Area (CSA) No.13 (Upper Lucas Valley) and County Service Area (CSA) No. 19.

In 1988, the voters approved an extension of the tax to improved non-residential properties, which was levied on a building square footage basis.

In 1996, Proposition 218 was passed by California voters, limiting local governments’ ability to implement new or raise existing taxes, assessments and other property-related fees. Effectively, under Proposition 218, no tax can be added or increased without a two-thirds voter approval.

In November 2006, the voters of San Rafael passed Measure P, subsequently designated as [Ordinance 1846](#), which increased the ceiling on the residential tax rate to \$85.00 per residential unit and to \$0.11 per square foot of structures on non-residential property. All improved commercial and industrial sites were levied based upon Assessor square footage records for building size. The other service areas approved paramedic tax rate ceilings to coincide with San Rafael's measure. In November of 2006, CSA No. 13 approved Measure H and CSA No. 19 approved Measure I, each by a 2/3 majority. Both Measures set the tax maximums at \$85.00 for residential and \$0.11 cents per square

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**



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

foot for non-residential properties. Similarly, in November 2006, Marinwood CSD approved Measure M to establish the same tax ceilings.

In November 2010, by a two-thirds vote, the voters of San Rafael passed Measure I, subsequently designated as [Ordinance 1891](#), which amended the Paramedic Service Special Tax rate to increase the ceiling on the residential tax rate from \$85.00 to \$108.00 per residential unit and on the non-residential tax rate from \$0.11 to \$0.14 per square foot (based on Assessor records of square footage). This vote was conducted in accordance with Proposition 218 requirements.

In November 2011, the voters of CSA No. 13 and CSA No. 19 passed Measures E and F, respectively. These measures increased the ceiling on the residential tax rate from \$85.00 to \$95.00 per residential unit and on the non-residential tax rate from \$0.11 to \$0.132 per square foot for both service areas. (Marinwood CSD continues under its Measure M at the rate of \$85.00 for residential and \$0.11 cents per square foot for non-residential. That district does not have current plans to introduce a rate increase measure on future ballots.)

The purpose of this report is to present the proposed budget upon which the recommended tax rates for Fiscal Year 2020-2021 have been determined. This report was reviewed at the San Rafael City Council Finance Committee public meeting of May 12, 2020. The Committee is supportive of staff's recommendations.

**ANALYSIS:**

Tax rates and paramedic charges are based upon recovering the cost of service. The cost of the paramedic program expenditures has been determined in a manner consistent with prior fiscal year trends, through the study of personnel costs and economic conditions. Through prudent fiscal management and the pursuit of additional revenue and reimbursement opportunities, this tax rate has increased by an average of 0.8% per year since 2012. The proposed increase would mark the third instance of rate increases for the City of San Rafael since fiscal year 2011-2012.

Based upon rising projected expenses outpacing revenue sources in future projections, staff recommends a \$4.00 increase in the tax rate for residential units and a \$0.008 cent increase per square foot for buildings on non-residential properties in San Rafael. The recommended increase will provide additional revenue stability for items such as grants and third-party billings that may vary from year to year as well as support the allocation of funds toward critical capital needs. This recommended increase was a planned increase and with the COVID-19 financial crisis, this recommendation is in line with the City's COVID-19 Economic Recovery Plan (CERP) which discusses the City's initiatives of significantly reducing expenditures while at the same time finding appropriate ways to create new revenues.

This tax increase will provide additional revenues of approximately \$226,477 annually:

| Jurisdiction | Current Rates  | Proposed Rates | Tax Ceiling    | Projected Revenue Increase |
|--------------|----------------|----------------|----------------|----------------------------|
| San Rafael   | \$95 / \$0.132 | \$99 / \$0.140 | \$108 / \$0.14 | \$ 226,477                 |
| CSA No. 13   | \$95 / \$0.132 | \$95 / \$0.132 | \$95 / \$0.132 | \$ -                       |
| CSA No. 19   | \$95 / \$0.132 | \$95 / \$0.132 | \$95 / \$0.132 | \$ -                       |
| Marinwood    | \$85 / \$0.110 | \$85 / \$0.110 | \$85 / \$0.110 | \$ -                       |

The sources of funds projected to cover the fiscal year 2020-2021 program expenditures of \$8,143,000 include paramedic tax, third party billings for medical emergency response and Medi-Cal reimbursements, paramedic tax back billings, federal grants and other revenues. Attachment II provides detailed information regarding the proposed revenues and expenditures for Fiscal Year 2020-2021, as well as the estimated results for Fiscal Year 2019-2020, the previous three years of actual financial results, and three years of future year projections. Staff is reducing the supplies and services expenditure line item in conformity with reduction goals outlined in the CERP.

Of the fund balance, a reserve of 10% of the year-over-year change in expenses is recommended to be set aside for future operational needs to support unexpected revenue or expenditure variances. The remaining balance is recommended to be allocated to the Essential Facilities Phase II capital project.

Staff recommends maintaining the current respective residential rates of \$85 per residential unit in Marinwood CSD and \$95 per residential unit in CSAs No.13 and No.19 as they have hit the cap. For nonresidential properties, staff recommends maintaining the current rate of \$0.11 per square foot in Marinwood CSD and \$0.132 per square foot for CSAs No. 13 and No. 19 as they have hit the cap. Staff recommends increasing residential rates within the City of San Rafael by \$4 to \$99 and nonresidential rates by \$0.008 per square foot to \$0.14 per square foot. (See Attachment III)

Adoption of this Ordinance will have no impact on the environment and is therefore categorically exempt from review under the California Environmental Quality Act (CEQA). Notice of the Public hearing on this matter was published in the Marin Independent Journal on May 22, 2020, per the attached Affidavit of Publication. (See Attachment IV)

**COMMUNITY OUTREACH:** For the purpose of transparency and sharing relevant information to the service areas for whom emergency medical services are provided, all service areas have been advised of the recommendations contained in this report through discussions and correspondence with the Fire Chief. In addition, this recommendation was discussed at a public Finance Committee meeting on May 12, 2020.

**FISCAL IMPACT:** The budget as presented is within the voter-approved tax rates for both the residential and non-residential (commercial and industrial) ratepayers in all jurisdictions, therefore Proposition 218 does not require voter approval of the proposed increases.

The paramedic services are accounted for in the Emergency Medical Services Special Revenue Fund. This fund operates self-sufficiently with revenues from paramedic taxes, third-party medical billings and other reimbursements. The total expenditures for fiscal year 2020-2021 are projected to be \$8,143,000. Total resources (including fund balance and projected revenues) exceed this amount. An Emergency Medical Services Fund final budget, which will include changes, if any, to the proposed budget, will be incorporated into the City-wide operating budget for adoption on June 15, 2020.

**RECOMMENDED ACTION:** Staff recommends that City Council hold a public hearing, accept the report, and pass the Ordinance to print.

**ATTACHMENTS:**

1. Attachment I Ordinance
2. Attachment II (FY 20-21 Paramedic Tax Budget)
3. Attachment III (Paramedic Rate and Ratio History)
4. Attachment IV (Affidavit of Publication of Notice of Public Hearing in *Marin IJ* - May 22, 2020)



## ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING THE PARAMEDIC SERVICE SPECIAL TAX RATES WITHIN THE VOTER-APPROVED LIMIT, COMMENCING WITH FISCAL YEAR 2020-2021, FOR IMPROVED RESIDENTIAL AND NON-RESIDENTIAL PROPERTIES IN THE CITY OF SAN RAFAEL, COUNTY SERVICE AREA NO. 13, COUNTY SERVICE AREA NO. 19, AND THE MARINWOOD COMMUNITY SERVICES DISTRICT

**WHEREAS**, the electors of the City of San Rafael in 1979 and in 1988, adopted a Paramedic Service Special Tax (Chapter 3.28 of the San Rafael Municipal Code) to be imposed annually upon all improved residential and non-residential properties within the City of San Rafael; and

**WHEREAS**, the City, pursuant to three separate Joint Powers Agreements, provides paramedic services to Marinwood Community Services District, County Service Area No. 13, and County Service Area No. 19; and

**WHEREAS**, on November 2, 2010, the electors of the City of San Rafael approved Measure "I", subsequently designated as Ordinance No. 1891, increasing the ceiling on the Paramedic Service Special Tax rate to \$108.00 per residential unit for residential properties and to \$0.14 per square foot of buildings on non-residential properties; and providing a corresponding increase in the appropriations limit; and

**WHEREAS**, Paramedic Service Special Tax rates were approved by the electors of County Service Area No. 13 and County Service Area No. 19 by elections held in November 2006 and November 2011, and by the electors of Marinwood Community Services District by an election held in November 2006; and

**WHEREAS**, the current annual Paramedic Service Special Tax rate in the city limits of the City of San Rafael and in County Service Area No. 13, and County Service Area No. 19, is \$95.00 per residential unit for residential properties and \$0.132 per square foot of buildings on non-residential properties, which rates are the maximum rates approved by voters in those County Service Areas; and

**WHEREAS**, the current annual Paramedic Service Special Tax rate in the Marinwood Community Services District is \$85.00 per residential unit for residential properties and \$0.11 per square foot of structures on non-residential properties, which rates are the maximum rates approved by voters in that Community Services District; and

**WHEREAS**, the City Council, after reviewing the proposed budget recommendation of the City Manager, finds that for the City of San Rafael, the annual Paramedic Service Special Tax rate for residential properties should be adjusted to \$99.00 per residential unit, and the non-residential properties tax rate should be adjusted to \$0.140 per square foot of buildings; for the County Service Area No. 13 and County Service Area No. 19, the annual Paramedic Service Special Tax rate for residential properties should remain at \$95.00 per residential unit, and the non-residential properties tax rate should remain at \$0.132 per square foot of buildings; and that for Marinwood Community Services District, the annual Paramedic Tax Rates for residential properties should remain at \$85.00 per residential unit, and the non-residential tax rate should remain at \$0.11 per square foot of buildings; these rates will cover the cost of providing paramedic services within these service areas for fiscal

year 2020-2021; and

**WHEREAS**, County Service Area No. 13 and County Service Area No. 19, based upon budgets recommended to them, have advised the City that they approved of the setting of the annual Paramedic Service Special Tax rate within their respective jurisdictions, at \$95.00 per residential unit for residential properties, and at \$0.132 per square foot for buildings on non-residential properties; and

**WHEREAS**, Marinwood Community Services District, based upon budgets recommended to them, have advised the City that they approved of the continuing of the annual Paramedic Service Special Tax rate within its jurisdiction, at \$85.00 per residential unit for residential properties, and at \$0.11 per square foot for buildings on non-residential properties;

**NOW THEREFORE**, the City Council of the City of San Rafael does ordain as follows:

Division 1. Pursuant to San Rafael Municipal Code Section 3.28.060, the City Council hereby sets the tax rate for paramedic services within City limits commencing in fiscal year 2020-2021, at \$99.00 per year for each residential unit, and \$0.140 per square foot for non-residential structures.

Division 2. The City Council hereby sets the Paramedic Tax Rates for County Service Area No. 13 and County Service Area No. 19, commencing with fiscal year 2020-2021, at \$95.00 per year for each residential unit, and \$0.132 per square foot for each non-residential structure.

Division 3. The City Council hereby sets the Paramedic Tax Rates for Marinwood Community Services District, commencing with fiscal year 2020-2021, at \$85.00 per year for each residential unit, and at \$0.11 per square foot for each non-residential structure.

Division 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Division 5. This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published, and circulated in the City of San Rafael, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

---

GARY O. PHILLIPS, Mayor

Attest:

---

Lindsay Lara, City Clerk

The foregoing Ordinance No. was introduced at a Regular Meeting of the City Council of the City of San Rafael, held on the 1st day of June 2020, and ordered passed to print by the following vote, to wit:

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

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the 15th day of June 2020.

---

LINDSAY LARA, CITY CLERK

## Paramedic Tax Budget FY 20-21

For illustrative purposes - assumes a tax rate increase and 3% expense increase

| City of San Rafael Residential/Non-Residential | \$89 / 0.1200       | \$92 / 0.1250       | \$95 / 0.1320       | \$95 / 0.1320          | \$99 / 0.1400                    | \$104 / 0.1400 \$108 / 0.1400 \$108 / 0.1400 |                        |                        |
|------------------------------------------------|---------------------|---------------------|---------------------|------------------------|----------------------------------|----------------------------------------------|------------------------|------------------------|
|                                                | Actual<br>2016-2017 | Actual<br>2017-2018 | Actual<br>2018-2019 | Estimated<br>2019-2020 | Preliminary<br>Budget<br>2020-21 | Projected<br>2021-2022                       | Projected<br>2022-2023 | Projected<br>2023-2024 |
| Paramedic Tax (a)                              | \$ 4,495,821        | \$ 4,678,333        | \$ 4,875,274        | \$ 4,886,783           | \$ 5,113,000                     | \$ 5,227,000                                 | \$ 5,318,000           | \$ 5,318,000           |
| Paramedic Tax: Prior Year Billings             | 989,816             | 244,165             | 59,310              | 61,000                 | 76,000                           | 37,000                                       | -                      | -                      |
| Fire Dept.: 3rd Party Billing                  | 1,506,437           | 2,808,780           | 2,470,659           | 2,550,000              | 2,601,000                        | 2,653,020                                    | 2,706,000              | 2,760,000              |
| Federal Grant - GEMT (b)                       | 121,517             | 168,272             | 140,706             | 210,000                | 130,000                          | 130,000                                      | 130,000                | 130,000                |
| Other Revenue                                  | 7,871               | 56,991              | 37,380              | 49,000                 | 12,750                           | 12,750                                       | 12,750                 | 12,750                 |
| IGT-Intergovernmental Transfer                 | 220,842             | 494,228             | 392,228             | 504,000                | 450,000                          | 450,000                                      | 450,000                | 450,000                |
| <b>Total Revenues</b>                          | <b>\$ 7,342,304</b> | <b>\$ 8,450,769</b> | <b>\$ 7,975,557</b> | <b>\$ 8,260,783</b>    | <b>\$ 8,382,750</b>              | <b>\$ 8,509,770</b>                          | <b>\$ 8,616,750</b>    | <b>\$ 8,670,750</b>    |
| Personnel Costs                                | \$ 5,825,873        | \$ 5,972,397        | \$ 5,925,907        | \$ 6,305,152           | \$ 6,543,000                     | \$ 6,739,000                                 | \$ 6,941,000           | \$ 7,149,000           |
| Supplies and Services                          | 1,336,426           | 1,253,471           | 1,449,437           | 1,644,289              | 1,600,000                        | 1,648,000                                    | 1,698,000              | 1,749,000              |
| Capital Outlay                                 | -                   | -                   | -                   | -                      | -                                | -                                            | -                      | -                      |
| <b>Total Expenditures</b>                      | <b>\$ 7,162,299</b> | <b>\$ 7,225,868</b> | <b>\$ 7,375,344</b> | <b>\$ 7,949,441</b>    | <b>\$ 8,143,000</b>              | <b>\$ 8,387,000</b>                          | <b>\$ 8,639,000</b>    | <b>\$ 8,898,000</b>    |
| Revenues Over/Under Expenditures               | \$ 180,005          | \$ 1,224,901        | \$ 600,213          | \$ 311,342             | \$ 239,750                       | \$ 122,770                                   | \$ (22,250)            | \$ (227,250)           |
| Fund balance, beginning of year                | 1,564,529           | 1,744,534           | 1,269,435           | 813,348                | 794,944                          | 814,300                                      | 838,700                | 816,450                |
| Transfer to Capital Fund (c)                   |                     | \$ (1,700,000)      | \$ (1,056,300)      | \$ (329,746)           | \$ (220,394) (d)                 | \$ (98,370)                                  | \$ -                   | \$ -                   |
| <b>Fund balance, end of year</b>               | <b>\$ 1,744,534</b> | <b>\$ 1,269,435</b> | <b>\$ 813,348</b>   | <b>\$ 794,944</b>      | <b>\$ 814,300</b>                | <b>\$ 838,700</b>                            | <b>\$ 816,450</b>      | <b>\$ 589,200</b>      |

(a) FY 20-21 Paramedic Tax Assumes an increase in tax in San Rafael to \$99 per living unit and \$0.140 per sq. ft. non-residential

(b) GEMT - Ground Emergency Medical Transport; for FY20 includes additional \$56k stimulus payment (CARES Act)

(c) Policy direction to allocate resources to the Essential Facilities Fund for the capital projects.

(d) Fund is to maintain a 10% operations reserve and the remainder is to be transferred to support capital improvements for the paramedic program. The transfer occurs annually after year-end numbers are finalized.

**CITY OF SAN RAFAEL  
PARAMEDIC SERVICE AREA ZONE B  
HISTORY OF TAX RATES AND CAPS**

| <b>Fiscal Year</b> | <b>Residential Tax Rate</b> | <b>Authorized Cap</b> | <b>Non-Residential Tax Rate</b> | <b>Authorized Cap</b> | <b>Explanations</b>  |
|--------------------|-----------------------------|-----------------------|---------------------------------|-----------------------|----------------------|
| 2008-09            | \$ 77.00                    | \$ 85.00              | \$ 0.0960                       | \$ 0.1100             |                      |
| 2009-10            | \$ 81.00                    | \$ 85.00              | \$ 0.1030                       | \$ 0.1100             |                      |
| 2010-11            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                      |
| 2011-12            | \$ 89.00                    | \$ 108.00             | \$ 0.1200                       | \$ 0.1400             | Passage of Measure I |
| 2012-13            | \$ 89.00                    | \$ 108.00             | \$ 0.1200                       | \$ 0.1400             |                      |
| 2013-14            | \$ 89.00                    | \$ 108.00             | \$ 0.1200                       | \$ 0.1400             |                      |
| 2014-15            | \$ 89.00                    | \$ 108.00             | \$ 0.1200                       | \$ 0.1400             |                      |
| 2015-16            | \$ 89.00                    | \$ 108.00             | \$ 0.1200                       | \$ 0.1400             |                      |
| 2016-17            | \$ 89.00                    | \$ 108.00             | \$ 0.1200                       | \$ 0.1400             |                      |
| 2017-18            | \$ 92.00                    | \$ 108.00             | \$ 0.1250                       | \$ 0.1400             |                      |
| 2018-19            | \$ 95.00                    | \$ 108.00             | \$ 0.1320                       | \$ 0.1400             |                      |
| 2019-2020 adopted  | \$ 95.00                    | \$ 108.00             | \$ 0.1320                       | \$ 0.1400             |                      |
| 2020-2021 proposed | \$ 99.00                    | \$ 108.00             | \$ 0.1400                       | \$ 0.1400             |                      |

**CSA# 13, and CSA# 19  
PARAMEDIC SERVICE AREA ZONE B  
HISTORY OF TAX RATES AND CAPS**

| <b>Fiscal Year</b> | <b>Residential Tax Rate</b> | <b>Authorized Cap</b> | <b>Non-Residential Tax Rate</b> | <b>Authorized Cap</b> | <b>Explanations</b>      |
|--------------------|-----------------------------|-----------------------|---------------------------------|-----------------------|--------------------------|
| 2008-09            | \$ 77.00                    | \$ 85.00              | \$ 0.0960                       | \$ 0.1100             |                          |
| 2009-10            | \$ 81.00                    | \$ 85.00              | \$ 0.1030                       | \$ 0.1100             |                          |
| 2010-11            | \$ 85.00                    | \$ 85.00              | \$ 0.1030                       | \$ 0.1100             |                          |
| 2011-12            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                          |
| 2012-13            | \$ 89.00                    | \$ 95.00              | \$ 0.1200                       | \$ 0.1320             | Passage of Measure E & F |
| 2013-14            | \$ 89.00                    | \$ 95.00              | \$ 0.1200                       | \$ 0.1320             |                          |
| 2014-15            | \$ 89.00                    | \$ 95.00              | \$ 0.1200                       | \$ 0.1320             |                          |
| 2015-16            | \$ 89.00                    | \$ 95.00              | \$ 0.1200                       | \$ 0.1320             |                          |
| 2016-17            | \$ 89.00                    | \$ 95.00              | \$ 0.1200                       | \$ 0.1320             |                          |
| 2017-18            | \$ 92.00                    | \$ 95.00              | \$ 0.1250                       | \$ 0.1320             |                          |
| 2018-19            | \$ 95.00                    | \$ 95.00              | \$ 0.1320                       | \$ 0.1320             |                          |
| 2019-2020 adopted  | \$ 95.00                    | \$ 95.00              | \$ 0.1320                       | \$ 0.1320             |                          |
| 2020-2021 proposed | \$ 95.00                    | \$ 95.00              | \$ 0.1320                       | \$ 0.1320             |                          |

**MARINWOOD (CSD)  
PARAMEDIC SERVICE AREA ZONE B  
HISTORY OF TAX RATES AND CAPS**

| <b>Fiscal Year</b> | <b>Residential Tax Rate</b> | <b>Authorized Cap</b> | <b>Non-Residential Tax Rate</b> | <b>Authorized Cap</b> | <b>Explanations</b> |
|--------------------|-----------------------------|-----------------------|---------------------------------|-----------------------|---------------------|
| 2008-09            | \$ 77.00                    | \$ 85.00              | \$ 0.0960                       | \$ 0.1100             |                     |
| 2009-10            | \$ 81.00                    | \$ 85.00              | \$ 0.1030                       | \$ 0.1100             |                     |
| 2010-11            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2011-12            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2012-13            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2013-14            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2014-15            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2015-16            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2016-17            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2017-18            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2018-19            | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2019-2020 adopted  | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |
| 2020-2021 proposed | \$ 85.00                    | \$ 85.00              | \$ 0.1100                       | \$ 0.1100             |                     |

**Paramedic Tax Ratio**

| <b>Fiscal Year</b> | <b>Residential</b> | <b>Non-Residential</b> |
|--------------------|--------------------|------------------------|
| 2008-09            | 63.80%             | 36.20%                 |
| 2009-10            | 63.70%             | 36.30%                 |
| 2010-11            | 63.30%             | 36.70%                 |
| 2011-12            | 63.70%             | 36.30%                 |
| 2012-13            | 63.70%             | 36.30%                 |
| 2013-14            | 63.50%             | 36.50%                 |
| 2014-15            | 63.60%             | 36.40%                 |
| 2015-16            | 63.60%             | 36.40%                 |
| 2016-17            | 56.99%             | 43.01%                 |
| 2017-18            | 53.97%             | 46.03%                 |
| 2018-19            | 53.40%             | 46.60%                 |
| 2019-2020 adopted  | 53.35%             | 46.65%                 |

# Marin Independent Journal

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

2070419

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

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

### STATE OF CALIFORNIA County of Marin

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer of the MARIN INDEPENDENT JOURNAL, a newspaper of general circulation, printed and published daily in the County of Marin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Marin, State of California, under date of FEBRUARY 7, 1955, CASE NUMBER 25566; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

**05/22/2020**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated this 22th day of May, 2020.



Signature

## PROOF OF PUBLICATION

Legal No. **0006485691**

### CITY OF SAN RAFAEL

#### NOTICE OF PUBLIC HEARING

The City Council of the City of San Rafael will hold a public hearing:

#### PURPOSE:

Public Hearing to consider adoption of an ordinance increasing, within the voter-approved limit, the paramedic services special tax on both residential and non-residential properties in the City of San Rafael, CSA 13, CSA 19 and Marinwood CSD, commencing in fiscal year 2020/2021.

#### DATE/TIME/PLACE:

Monday, June 1, 2020 at 7:00 PM  
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 Shelter in Place Order, the San Rafael City Council hearing of June 1, 2020 will not be physically open to the public and the meeting will be streamed live to YouTube at [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael). Instructions on how to participate online will be available on the YouTube channel. You will also be able to listen/speak by telephone. The number will be provided on agenda.

#### WHAT WILL HAPPEN:

You may comment on the proposed Ordinance. The City Council will consider all public testimony and will then decide whether to adopt the Ordinance.

#### IF YOU CANNOT ATTEND:

You may send a letter to Lindsay Lara, City Clerk, City of San Rafael, 1400 5th Ave, San Rafael, CA 94901 or by email [Lindsay.Lara@cityofsanrafael.org](mailto:Lindsay.Lara@cityofsanrafael.org).

#### FOR MORE INFORMATION:

You may contact Nadine Atieh Hade, Finance Director (415) 485-3062. Office hours are Monday through Friday, 8:30 a.m. to 5:00 p.m.

#### SAN RAFAEL CITY COUNCIL

/s/ Lindsay Lara  
LINDSAY LARA City Clerk


No. 500 May 22, 2020



**Agenda Item No: 6.a**  
**Meeting Date: June 1, 2020**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Economic Development**

**Prepared by: Danielle O’Leary, Director**                      **City Manager Approval:** \_\_\_\_\_ 

**TOPIC: PROVIDING SMALL BUSINESS SUPPORT FOR OUTDOOR ACTIVITIES DURING COVID-19 EMERGENCY**

**SUBJECT: RESOLUTION GRANTING AUTHORITY TO THE CITY MANAGER TO IMPLEMENT TEMPORARY CHANGES TO THE SAN RAFAEL MUNICIPAL CODE TO SUPPORT LOCAL BUSINESSES IN REOPENING DURING THE COVID-19 EMERGENCY**

**RECOMMENDATION:**  
Adopt Resolution granting authority to the City Manager to implement temporary changes to the procedures/provisions in the Municipal Code and to reduce and/or waive fees to support the re-opening of local businesses during the COVID-19 emergency.

**BACKGROUND:**  
Marin Recovers is a collaborative initiative that brings public health officials, local businesses, and industry and local government leaders together to develop reopening guidelines and procedures. The City of San Rafael, along with other cities and towns throughout Marin County, are participating in [Marin Recovers](#). The primary objective of this collaboration is to safely and gradually resume commercial and community operations throughout Marin County. The core focus of the Marin Recovers effort includes:

- Ensuring compliance with State and County public health orders
- Creating industry business reopening/operating guidance
- Collaborating with industry working groups
- Ensuring support and resources for businesses to reopen

In addition to the local Marin Recovers initiative, the State of California has also created the [COVID-19 Resiliency Roadmap](#) that illustrates the phases of reopening California commerce. The Marin Recovers work tracks closely with the State regulatory phases and industry guidance. It is important to note that the State of California sets the basic regulatory reopening framework. Depending on their specific, local

---

**FOR CITY CLERK ONLY**

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

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

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

public health metrics, cities and counties can be at varying phases of the statewide reopening process. In addition, as a general rule, the counties can be more restrictive but not less restrictive than the State.

**ANALYSIS:**

The COVID-19 [Shelter in Place](#) and subsequent multi-month closure of many of our local businesses is putting a huge financial strain on all industries. To survive this challenge, temporary emergency policies are needed to help local businesses remain adaptable and to reopen in innovative new ways. As Marin County begins to transition through the early stages of Phase 2 reopening, staff recommends creating flexibility with our existing permitting processes to help our local restaurants and retailers reopen based on both State and County Public Health guidance. Marin's Public Health Officer has indicated there is lower risk of COVID-19 transmission in outdoor spaces, which is one of the reasons why retail is being allowed curbside and outside (as of June 1, 2020), but not yet indoors.

In addition to being prepared for the reopening of retail outdoors, staff recommends being fully prepared to support our local restaurants in their first step toward re-opening outdoors as well. To this end, staff has prepared, and recommends adoption of, a policy resolution that would affirm the City's pressing need to support and assist our local businesses through existing City programs and would give the City Manager discretionary authority to modify those programs temporarily in necessary ways to provide that assistance. Staff proposes the following programs be implemented immediately, with the detailed procedures to be determined by the City Manager:

1. Implement an efficient way for businesses to obtain approval for temporary use of portions of City sidewalks and/or on-street parking spaces for outdoor dining and outdoor retail activities;
2. Implement an efficient process for authorizing evening street closure events up to two times per week at times and locations determined by the City Manager.

The City's Municipal Code already contains authority and procedures for allowing use of City streets and sidewalks for outdoor dining and other events; however, the current processes are not designed for implementation in circumstances such as we are now facing. For example:

- Restaurants may use areas of City sidewalks for outdoor dining upon approval of a formal license agreement and proof that the business carries liability insurance that protects the City (SRMC §14.17.110).
- Outdoor dining may be allowed on private property by grant of an Administrative Use Permit.
- Other types of short-term outdoor uses and events may be allowed on public or private property by grant of Department of Public Works-issued Encroachment Permit (SRMC Chapter 11.04) or a Community Development Department-issued Temporary Use Permit (SRMC §14.17.130).
- Temporary street closures for special events may be approved by resolution of the City Council upon a finding that it is necessary for the safety and protection of persons using that street during the event. By resolution, the City Council may authorize a staff member to make the required finding and approve the closure.

These existing regulations were not designed for quick or flexible application of the sort needed under the current emergency conditions. They require application fees for full cost-recovery, in-person applications, substantial staff and/or public review periods, and in some cases, review by City boards or the City Council.



Staff's recommendation therefore, is for the City Council to adopt a resolution granting the City Manager the discretion to modify the existing procedures and to reduce and/or waive fees, on a temporary basis during the COVID-19 emergency, to make it easier, faster, and less expensive for our local restaurants and retail stores to use the City's streets and sidewalks for their business operations, when they are permitted by the State and County Shelter in Place orders.

Staff has prepared the attached resolution authorizing the City Manager to develop and implement temporary programs and procedures, including fee waivers, for the use of City streets and sidewalks for outdoor dining and retail business activities, and to approve temporary evening street closures up to two times per week for events to support the re-opening of local businesses.

**FISCAL IMPACT:**

Fee relief for the aforementioned permits and licenses would decrease revenues depending upon the type of fee/permit needed (see below).

| <b>Fee Type</b>           | <b>Cost</b> |
|---------------------------|-------------|
| Encroachment Fee          | \$246       |
| Administrative Use Permit | \$398       |
| License Agreement         | \$564       |
| Temporary Use Permit      | \$1,420     |

However, providing these businesses the ability to re-open and serve the public will decrease the chances of the business closing permanently and will reduce unemployment while increasing sales and use tax and business license fee revenues to the City.

**OPTIONS:**

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

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

**RECOMMENDED ACTION:**

Adopt Resolution

**ATTACHMENTS:**

1. Resolution

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

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL GRANTING  
AUTHORITY TO THE CITY MANAGER TO IMPLEMENT TEMPORARY  
CHANGES TO THE SAN RAFAEL MUNICIPAL CODE TO SUPPORT LOCAL  
BUSINESSES IN REOPENING DURING THE COVID-19 EMERGENCY**

**WHEREAS**, Marin County and six other Bay Area jurisdictions have been under a Shelter in Place public health order due to COVID-19 since March 17, 2020 and multi-month closure of many of the County's local businesses is putting a huge financial strain on all industries; and

**WHEREAS**, Marin County has developed a reopening initiative called Marin Recovers, a collaborative initiative that brings public health officials, local businesses, and industry and local government leaders together to develop reopening guidelines and procedures to safely and gradually resume commercial and community operations throughout Marin County; and

**WHEREAS**, the core focus of the Marin Recovers effort includes: 1) Ensuring compliance with State and County public health orders, 2) Creating industry business reopening/operating guidance, 3) Collaborating with industry working groups, and 4) Ensuring support and resources for businesses to reopen; and

**WHEREAS**, in addition to the local Marin Recovers initiative, the State of California has also created the COVID-19 Resiliency Roadmap that illustrates the phases of reopening California commerce, and the Marin Recovers work tracks closely with the State regulatory phases and industry guidance; and

**WHEREAS**, maintaining a healthy and active local business community is of the utmost importance to the health, safety and welfare of the City of San Rafael's residents, workers, and visitors; and

**WHEREAS**, existing provisions of State law and the San Rafael Municipal Code (SRMC) regulate outdoor dining (SRMC Section 14.17.110); temporary uses (SRMC Section 14.17.130); encroachments onto the public streets and sidewalks (SRMC Chapter 11.04); and temporary street closures (Vehicle Code Section 21101(e)); and

**WHEREAS**, for the City's business community to survive the challenge presented by the COVID-19 pandemic and the resulting business closures, the City Council finds that temporary emergency modifications to existing policies and regulations are needed to help local businesses remain adaptable and to reopen in innovate new ways; and

**WHEREAS**, under the current emergency circumstances, the City Council finds that it is in the best interests of the public health, safety and welfare to permit the temporary use of the City's streets and sidewalks by City restaurants and retail businesses, with appropriate conditions to preserve the public safety and necessary public access to those resources, and finds that City

staff should be given broad discretion to modify existing City policies, procedures and regulations in order to effectively assist the City's local businesses in their reopening efforts.

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

1. The City Manager is authorized to take such steps and implement such policies and procedures as he determines, in his discretion, are required to streamline the approval of permits or other entitlements for the safe use of City sidewalks and on-street parking spaces for business activities of San Rafael restaurants and retail businesses.

2. The City Manager is authorized to make such streamlined processes available to San Rafael restaurants and retail businesses without application fees or with reduced application fees as he determines is appropriate.

3. The City Manager is authorized, without further City Council approval, to grant approvals to close all or portions of designated City streets up to two evenings per week, upon a finding as required by California Vehicle Code Section 21101(e) that the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

4. The authority granted to the City Manager by this Resolution shall be broadly interpreted to effectuate the City Council's intent to support and assist the re-opening of San Rafael's businesses and the general recovery of the City's economy.

5. The authority granted to the City Manager by this Resolution shall remain in effect until terminated by further action of the City Council.

I, Lindsay Lara City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on the 1st day of June, 2020 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

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LINDSAY LARA, City Clerk



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Human Resources

Prepared by: Shibani Nag,  
Director of Employee Experience  
and Culture

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

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

**TOPIC: EXTENSION OF MEMORANDUM OF UNDERSTANDING (MOU) WITH WESTERN COUNCIL OF ENGINEERS**

**SUBJECT: RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND WESTERN COUNCIL OF ENGINEERS**

**RECOMMENDATION:**

Adopt Resolution approving the Side Letter Agreement between the City of San Rafael and Western Council of Engineers (“WCE”).

**BACKGROUND / ANALYSIS:**

In July 2018, the City of San Rafael entered into a [Memorandum of Understanding \(MOU\) with the WCE for a two-year term from July 1, 2018 through June 30, 2020](#). The City and WCE have reached a tentative agreement to extend the current MOU by one year, through June 30, 2021 by use of a side letter agreement (Exhibit to Attachment 1). The side letter agreement also makes changes to certain terms of the MOU, as described below. Attachment 1 is a resolution approving the recommended Side Letter agreement.

**Compensation:** Given the City’s economic hardship resulting from the COVID-19 pandemic, and associated revenue losses, it is recommended that job classes represented by the bargaining unit receive a 0% base wage increase through June 30, 2021. The side letter would amend Section 3.1.2 of the MOU, entitled “General Wage Increase,” to make this change. Also, as permitted under the MOU, this group will participate in a furlough program, reducing current salaries by 3% for the fiscal year 2020-21.

**FISCAL IMPACT:**

The current total annual salary and benefit cost to the City for the recommended action for the 10 full-time equivalent (FTE) positions of WCE is \$0. This recommendation is in line with the City’s [COVID-19 Economic Recovery Plan](#) that was created in response to the COVID-19 pandemic, and related impacts to City revenue sources. The 3% furlough will result in annual savings of approximately \$28,000.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**OPTIONS:**

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

1. Adopt the resolution approving the Side Letter.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTIONS:**

1. Adopt resolution to approve the Side Letter with WCE.

**ATTACHMENTS:**

1. Resolution (WCE) with attached Side Letter.

**RESOLUTION NO.**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A  
MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN  
THE CITY OF SAN RAFAEL AND WESTERN COUNCIL OF ENGINEERS**

**WHEREAS**, on July 2, 2018 the City of San Rafael entered into a Memorandum of Understanding with Western Council of Engineers (“WCE”) for a two-year term from July 1, 2018 to June 30, 2020 (the “MOU”); and

**WHEREAS** the City and WCE have reached a tentative agreement to roll over the current MOU by one year, through June 30, 2021 as set forth in the attached “Side Letter Agreement between WCE and the City of San Rafael”; and

**WHEREAS**, under the tentative agreement, job classes represented by WCE will receive a 0.0% base wage increase through June 30, 2021; and

**WHEREAS**, job classes represented by WCE will also participate in a furlough program, reducing current salaries by 3%; and

**WHEREAS**, the proposed compensation is in line with the City’s current budget projections;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of San Rafael hereby approves the attached “Side Letter Agreement between WCE and the City of San Rafael” extending the MOU through June 30, 2021.

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 1<sup>st</sup> of June 2020, by the following vote, to wit:

AYES:        COUNCILMEMBERS:

NOES:        COUNCILMEMBERS:

ABSENT:     COUNCILMEMBERS:

\_\_\_\_\_  
Lindsay Lara, City Clerk

**SIDE LETTER AGREEMENT  
BETWEEN WESTERN COUNCIL OF ENGINEERS (WCE)  
AND  
THE CITY OF SAN RAFAEL**

The City of San Rafael (hereinafter referred to as “City”) and Western Council of Engineers (hereinafter referred to as the “WCE”) entered into a Memorandum of Understanding (“MOU”) with a term beginning on July 1, 2018 and terminating on June 30, 2020. The City and the WCE are collectively referred to herein as the “Parties.” The Parties now wish to extend this MOU one year.

Effective June 1<sup>st</sup>, the Parties mutually agree to extend the MOU one year to end on June 30, 2021 and to provide bargaining members with a zero percent (0%) salary increase.

From July 1, 2020 through June 30, 2021, the City will implement a three percent (3%) furlough for all members in accordance with MOU section 7.6.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement. Except as provided here, all wages, hours, and other terms and conditions of employment presently Association in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act (“MMBA”) concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to make the following changes to the MOU to read as follows:

*Paragraph 3 of the MOU*

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 2020~~1~~. **When ratified by the WCE Bargaining Unit membership and approved by the City Council, this Memorandum of Understanding shall be binding upon the WCE, the employees it represents, and the City of San Rafael.**

*1.1.2 Term of MOU*

This agreement shall be in effect from July 1, 2018 through June 30, 2020~~1~~.

*3.1.2 General Wage Increase*

Effective the first full pay period including in July 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 2.0%.

Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 2.0%.

**Effective the first pay period after July 1, 2020, salary ranges for classifications in this unit shall be increased by 0.0%.**

Salary rates for all bargaining unit positions will be presented with the FY 2020-21 budget process.

CITY OF SAN RAFAEL:

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

\_\_\_\_\_  
WESTERN COUNCIL OF ENGINEERS (WCE)

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

\_\_\_\_\_  
CITY OF SAN RAFAEL






**Agenda Item No: 6.c**  
**Meeting Date: June 1, 2020**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Human Resources**

**Prepared by: Shibani Nag,**  
**Director of Employee Experience**  
**and Culture**

**City Manager Approval:** 

**TOPIC: EXTENSION OF MEMORANDUM OF UNDERSTANDING (MOU) WITH PUBLIC EMPLOYEE UNION LOCAL 1 - CONFIDENTIAL**

**SUBJECT: RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND PUBLIC EMPLOYEE UNION LOCAL 1 – CONFIDENTIAL**

**RECOMMENDATION:**

Adopt Resolution approving the Side Letter Agreement between the City of San Rafael and the Public Employee Union Local 1 – Confidential (“LOCAL 1”).

**BACKGROUND / ANALYSIS:**

In July 2018, the City of San Rafael entered into a [Memorandum of Understanding \(MOU\) with the LOCAL 1 for a two-year term from July 1, 2018 through June 30, 2020](#). The City and LOCAL 1 have reached a tentative agreement to extend the current MOU by one year, through June 30, 2021 by use of a side letter agreement (Exhibit to Attachment 1). The side letter agreement also makes changes to certain terms of the MOU, as described below. Attachment 1 is a resolution approving the recommended Side Letter agreement.

**Compensation:** Given the City’s economic hardship resulting from the COVID-19 pandemic, and associated revenue losses, it is recommended that job classes represented by the bargaining unit receive a 0% base wage increase through June 30, 2021. The side letter would amend Section 3.1.2 of the MOU, entitled “General Wage Increase,” to make this change. Also, as permitted under the MOU, this group will participate in a furlough program, reducing current salaries by 3% for the fiscal year 2020-21.

**FISCAL IMPACT:**

The current total annual salary and benefit cost to the City from the recommended action for the positions of LOCAL 1 is \$0. This recommendation is in line with the City’s [COVID-19 Economic Recovery Plan](#) that was created in response to the COVID-19 pandemic, and related impacts to City revenue sources. The 3% furlough will result in annual savings of approximately \$15,000.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**OPTIONS:**

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

1. Adopt the resolution approving the Side Letter.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTIONS:**

1. Adopt resolution to approve the Side Letter with LOCAL 1.

**ATTACHMENTS:**

1. Resolution (LOCAL 1) with attached Side Letter.

**RESOLUTION NO.**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A  
MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF SAN RAFAEL AND PUBLIC EMPLOYEE  
UNION LOCAL 1 - CONFIDENTIAL**

**WHEREAS**, on July 2, 2018 the City of San Rafael entered into a Memorandum of Understanding with Public Employee Union Local 1 – Confidential (“Local 1”) for a two-year term from July 1, 2018 to June 30, 2020 (the “MOU”); and

**WHEREAS** the City and Local 1 have reached a tentative agreement to roll over the current MOU by one year, through June 30, 2021 as set forth in the attached “Side Letter Agreement between Local 1 and the City of San Rafael”; and

**WHEREAS**, under the tentative agreement, job classes represented by Local 1 will receive a 0.0% base wage increase through June 30, 2021; and

**WHEREAS**, job classes represented by Local 1 will also participate in a furlough program, reducing current salaries by 3%; and

**WHEREAS**, the proposed compensation is in line with the City’s current budget projections;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of San Rafael hereby approves the attached “Side Letter Agreement between Local 1 and the City of San Rafael” extending the MOU through June 30, 2021.

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 1st of June 2020, by the following vote, to wit:

AYES:           COUNCILMEMBERS:

NOES:           COUNCILMEMBERS:

ABSENT:        COUNCILMEMBERS:

\_\_\_\_\_  
Lindsay Lara, City Clerk

**SIDE LETTER AGREEMENT  
BETWEEN PUBLIC EMPLOYEES UNION LOCAL 1 – CONFIDENTIAL UNIT  
AND  
THE CITY OF SAN RAFAEL**

The City of San Rafael (hereinafter referred to as “City”) and Public Employees Union Local 1 – Confidential Unit (hereinafter referred to as the “Local 1”) entered into a Memorandum of Understanding (“MOU”) with a term beginning on July 1, 2018 and terminating on June 30, 2020. The City and Local 1 are collectively referred to herein as the “Parties.” The Parties now wish to extend this MOU one year.

Effective June 1st, the Parties mutually agree to extend the MOU one year to end on June 30, 2021 and to provide bargaining unit members with a zero percent (0%) salary increase.

From July 1, 2020 through June 30, 2021, the City will implement a three percent (3%) furlough for all members in accordance with MOU section 7.6.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement. Except as provided here, all wages, hours, and other terms and conditions of employment presently Association in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act (“MMBA”) concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to make the following changes to the MOU to read as follows:

*Paragraph 3 of the MOU*

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2018 through June 30, 2020~~1~~. **When ratified by the Local 1 Bargaining Unit membership and approved by the City Council, this Memorandum of Understanding shall be binding upon the Local 1, the employees it represents, and the City of San Rafael.**

*1.1.2 Term of MOU*

This agreement shall be in effect from July 1, 2018 through June 30, 2020~~1~~.

*3.1.2 General Wage Increase*

Effective the first full pay period in July 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 2%.

Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 2%.

**Effective the first pay period after July 1, 2020, salary ranges for classifications in this unit shall be increased by 0.0%.**

Salary rates for all bargaining unit positions will be presented with the FY 2020-21 budget process.

CITY OF SAN RAFAEL:

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

\_\_\_\_\_  
LOCAL 1

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

\_\_\_\_\_  
CITY OF SAN RAFAEL



**Agenda Item No: 6.d**  
**Meeting Date: June 1, 2020**

|                                                                                      |                               |
|--------------------------------------------------------------------------------------|-------------------------------|
| <b>SAN RAFAEL CITY COUNCIL AGENDA REPORT</b>                                         |                               |
| <b>Department: Human Resources</b>                                                   |                               |
| <b>Prepared by: Shibani Nag,<br/>Director of Employee Experience<br/>and Culture</b> | <b>City Manager Approval:</b> |

**TOPIC: EXTENSION TO RESOLUTION WITH UNREPRESENTED EMPLOYEE GROUPS**

**SUBJECT: RESOLUTION APPROVING A ONE-YEAR EXTENSION, WITH MODIFICATIONS, OF THE TERMS OF CITY COUNCIL RESOLUTION NOS. 14539, 14540, AND 14541, ESTABLISHING COMPENSATION FOR THE UNREPRESENTED EXECUTIVE MANAGEMENT AND MID-MANAGEMENT EMPLOYEE GROUPS, AND THE ELECTED CITY CLERK AND CITY ATTORNEY**

**RECOMMENDATION:**

Adopt Resolution approving a one-year extension of the compensation resolutions, with recommended modifications, for the Unrepresented Executive Management and Unrepresented Mid-Management employee groups and the elected City Clerk and City Attorney.

**BACKGROUND / ANALYSIS:**

On June 18, 2018, the City Council adopted Resolution Nos. [14539](#), [14540](#), and [14541](#), establishing the terms of compensation for, respectively, the Unrepresented Executive Management Employee group, the Unrepresented Mid-Management Employee Group, and the elected City Clerk and part-time City Attorney, for the period July 1, 2018 through June 30, 2020.

Given the City's economic hardship resulting from the COVID-19 pandemic, and associated revenue losses, it is recommended that all job classes in these unrepresented employee groups and elected employees receive no wage increase for this next fiscal year. Additionally, staff recommends that, like the non-public safety represented employees, the non-public safety unrepresented employees and elected City Clerk and City Attorney should also participate in the 5% furlough wage reductions. Attachment 1 is a proposed resolution that would extend the termination date of the three 2018 resolutions for one additional year with these recommended modifications.

**FISCAL IMPACT:**

The current total annual salary and benefit cost to the City for the recommended action with respect to the unrepresented employee groups and elected employees is \$0. This recommendation is in line with the [City's COVID-19 Economic Recovery Plan](#) that was created in response to the COVID-19 pandemic,

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

and related impacts to City revenue sources. The 5% furlough will result in annual savings of approximately \$230,000.

**OPTIONS:**

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

1. Adopt the resolution approving the modified one-year extension as recommended by staff.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTIONS:**

1. Adopt resolution.

**ATTACHMENTS:**

1. Resolution extending the terms of Resolution Nos. 14539, 14540, and 14541 for one year with modifications

**RESOLUTION NO.**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A ONE-YEAR EXTENSION, WITH MODIFICATIONS, OF THE TERMS OF CITY COUNCIL RESOLUTION NOS. 14539, 14540, AND 14541, ESTABLISHING COMPENSATION FOR THE UNREPRESENTED EXECUTIVE MANAGEMENT AND MID-MANAGEMENT EMPLOYEE GROUPS, AND THE ELECTED CITY CLERK AND CITY ATTORNEY**

**WHEREAS**, on July 18, 2018 the San Rafael City Council adopted Resolution Nos. 14539, 14540, and 14541 establishing the terms of compensation for, respectively, the Unrepresented Executive Management employee group, the Unrepresented Mid-Management employee group, and the elected City Clerk and City Attorney, for the period July 1, 2018 through June 30, 2020; and

**WHEREAS**, due to the City's economic hardship resulting from the COVID-19 pandemic, and associated revenue losses, the City Council has determined that all job classes in these unrepresented and elected employee groups should receive no wage increase for this next fiscal year; and

**WHEREAS**, the proposed compensation is in line with the City's current budget projections; and

**WHEREAS**, the City Council has determined that all non-public safety employees in these unrepresented and elected employee groups should also participate in a 5% furlough wage reduction program; and

**WHEREAS**, the City Council has determined that the compensation terms as established in Resolution Nos. 14539, 14540, and 14541 should continue for another year, through June 30, 2021, except with the modifications set forth above;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of San Rafael hereby extends the effective dates of Resolution Nos. 14539, 14540, and 14541 through June 30, 2021, on the same terms except for the following changes for Fiscal Year 2020-21: 1) no wage increase; and 2) inclusion of a 5% furlough wage reduction program for the non-public safety employees in these groups.

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 1st of June 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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Lindsay Lara, City Clerk






**Agenda Item No: 6.e**  
**Meeting Date: June 1, 2020**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Human Resources**

**Prepared by: Shibani Nag,**  
**Director of Employee Experience**  
**and Culture**

**City Manager Approval:** 

**TOPIC: 5% COMPENSATION REDUCTION FOR MAYOR/CITY COUNCILMEMBERS**

**SUBJECT: RESOLUTION DIRECTING THE CITY MANAGER AND FINANCE DIRECTOR TO WITHHOLD FIVE PERCENT (5%) OF THE MONTHLY COMPENSATION OF THE MAYOR AND COUNCILMEMBERS DURING FISCAL YEAR 2020-21 AND TO DONATE THOSE FUNDS TO THE CITY’S GENERAL FUND**

**RECOMMENDATION:**

Adopt a resolution directing the City Manager and Finance Director to withhold five percent (5%) of the monthly stipend of the Mayor and City Councilmembers during Fiscal Year 2020-21 and donate those funds to the City’s General Fund.

**BACKGROUND / ANALYSIS:**

Given the City’s economic hardship resulting from the COVID-19 pandemic, and associated revenue losses, the City is not moving forward with previously scheduled wage increases for this next fiscal year for those bargaining groups without closed contracts or for any management groups. Additionally, all non-public safety bargaining groups and non-public safety unrepresented management employees are participating in the City’s mandatory furlough program that calls for up to 5% wage reductions. In solidarity with the workforce, the City Council would like to participate in the budget reductions by reducing their monthly stipends by 5% as well for Fiscal Year 2020-21.

The Mayor and Councilmembers have not received a compensation increase since City Ordinance No. 1589 on April 16, 1990. The City Councilmembers each receive a stipend in the amount of \$468 per month (unless waived by the Councilmember) and \$702 per month for the Mayor. Since these compensation amounts are set by Ordinance and can only be changed by Ordinance, the Council could accomplish the reduction in their compensation by agreeing to donate 5% of their monthly stipends to the City’s General Fund for the next fiscal year.

The attached resolution directs staff to implement this voluntary donation during Fiscal Year 2020-21. Unless later extended by the City Council, the compensation rates will return in Fiscal Year 2021-22 to the rates set by Ordinance No. 1589.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**FISCAL IMPACT:**

The total City Council compensation paid per Ordinance No. 1589 equates to \$25,272 annually. A 5% reduction in the monthly stipends will result in an annual savings of \$1,264, bringing the Council's total annual stipend wages to \$24,008.

**OPTIONS:**

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

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

**RECOMMENDED ACTIONS:**

Adopt resolution.

**ATTACHMENTS:**

1. Resolution reducing the Mayor and City Council stipends by 5% for Fiscal Year 2020-21.

## **RESOLUTION NO.**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DIRECTING THE CITY MANAGER AND FINANCE DIRECTOR TO WITHHOLD FIVE PERCENT (5%) OF THE MONTHLY COMPENSATION OF THE MAYOR AND COUNCILMEMBERS DURING FISCAL YEAR 2020-21 AND TO DONATE THOSE FUNDS TO THE CITY'S GENERAL FUND**

**WHEREAS**, the compensation for the Mayor and City Councilmembers has not increased since April 16, 1990; and

**WHEREAS**, on April 16, 1990, the Council adopted Ordinance No. 1589 which set their compensation, as of January 1, 1990, at \$702 per month for the Mayor and \$468 per month for Councilmembers; and

**WHEREAS**, the City is facing a significant budget deficit arising from the revenue losses caused by the COVID-19 pandemic and related State and County shelter-in-place orders; and

**WHEREAS**, the City Council has taken numerous actions to reduce the deficit and will continue to take necessary actions; and

**WHEREAS**, the City Council has approved use of a furlough program for those non-public safety bargaining units with furlough language in their contracts, which would result in a maximum 5% pay reduction for fiscal year 2021-2021; and

**WHEREAS**, the City Council is approving use of a furlough program for unrepresented non-public safety employees that will reduce their compensation for fiscal year 2020-21 by 5%; and

**WHEREAS**, the elected City Attorney and the elected City Clerk have also chosen to reduce their compensation by 5% for fiscal year 2020-21; and

**WHEREAS**, the Mayor and Councilmembers recognize the serious financial difficulties that the City faces and they desire to acknowledge, recognize, and participate with fellow employees and officers of the City in the pay reduction; and

**WHEREAS**, while the Mayor and City Council understand that their salaries are set by Ordinance and can only be changed by Ordinance; they agree to voluntarily donate 5% of their monthly stipend to the City's General Fund for the next fiscal year and direct staff to implement this donation;

### **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS**

1. The City Manager and Finance Director, or other responsible staff members, are directed to withhold a total of five percent (5%) from the monthly

stipend of the Mayor and City Councilmembers for the entire Fiscal Year 2020-21 and to donate those monies to the City's General Fund for general operating expenses.

2. After the 2020-21 Fiscal Year, if such donation is not extended by the City Council for a subsequent fiscal year or years, then the compensation of the Mayor and City Council will automatically revert to their rates set in 1990 of \$702 per month for the Mayor and \$468 per month for City Councilmembers.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 1<sup>st</sup> day of June 2020, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

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LINDSAY LARA, City Clerk