



AGENDA

SAN RAFAEL CITY COUNCIL – MONDAY, MAY 3, 2021

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/>.

Want to listen to the meeting and comment in real-time over the phone? Call the telephone number listed on this agenda and dial the Meeting ID when prompted. Feel free to contact the City Clerk's office at 415-485-3066 or by email to lindsay.lara@cityofsanrafael.org if you have any questions.

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CLOSED SESSION AT 5:00 P.M.

Watch on Webinar: <https://tinyurl.com/cs-2021-05-03>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 894-2480-4134#

OPEN SESSION

1. Mayor Kate to announce Closed Session item.

CLOSED SESSION

2. Closed Session:

- a. Conference with Labor Negotiators - Government Code Section 54957.6

Lead Negotiators: Timothy L. Davis and Stephanie Vollmer (Burke, Williams & Sorensen)

Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Nadine Hade, Thomas Wong, Carmen Valdez, and Sylvia Gonzalez-Shelton

Employee Organization: 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; Unrepresented Mid-Management; Unrepresented Executive Management

REGULAR MEETING AT 7:00 P.M.

Watch on Webinar: <https://tinyurl.com/cc-2021-05-03>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 817-3692-0337#

OPEN TIME FOR PUBLIC EXPRESSION

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:

COUNCILMEMBER REPORTS:

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

4. Councilmember Reports:

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.

5. Consent Calendar Items:

a. Approval of Minutes

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, April 19, 2021 (CC)

Recommended Action – Approve minutes as submitted

b. Contract for SB 1383 Compliance Planning

Resolution Authorizing the City Manager to Enter into a Contract with R3 Consulting Group, Inc. in an Amount Not to Exceed \$155,096 for Senate Bill 1383 Planning Work for the Cities of San Rafael and Larkspur; Towns of Ross, Fairfax and San Anselmo; The Las Gallinas Valley Sanitary District; and the County of Marin (CM)

Recommended Action – Adopt Resolution

c. Marinwood Wildfire Prevention Services Agreement

Resolution Approving and Authorizing the City Manager to Execute an Agreement between the City of San Rafael and the Marinwood Community Services District for Wildfire Prevention Services, Including Defensible Space Evaluations (FD)

Recommended Action – Adopt Resolution

d. **MCSTOPPP Full Trash Capture Device Project**

Resolution Approving and Authorizing the City Manager to Execute a First Amendment to the Agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. for Design and Environmental Engineering Services Associated with the MCSTOPPP Full Trash Capture Device Project, in an Additional Amount Not to Exceed \$50,090 (PW)

Recommended Action – Adopt Resolution

e. **Senate Bill 1, Road Maintenance and Rehabilitation Account (RMRA): FY 2021-22 Projects**

Resolution Approving the FY 2021-22 Projects List for Senate Bill 1: The Road Repair and Accountability Act (PW)

Recommended Action – Adopt Resolution

f. **Canal Neighborhood Pedestrian Improvements Project**

Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Canal Neighborhood Pedestrian Improvements Project, City Project No. 11381, to Team Ghilotti, Inc. in the Amount of \$673,141, and Authorizing Contingency Funds in the Amount of \$86,859, for a Total Appropriated Amount of \$760,000 (PW)

Recommended Action – Adopt Resolution

SPECIAL PRESENTATIONS

6. Special Presentations:

- a. Presentation of Proclamation Supporting National Police Week
- b. Presentation of Proclamation Supporting Public Service Recognition Week

PUBLIC HEARINGS

7. Public Hearings:

a. **BioMarin Development Agreement**

Resolution Approving the First Anniversary Annual Report for the Executed Development Agreement (Ordinance 1982) Between BioMarin Pharmaceutical and the City of San Rafael for the Development of An Expanded San Rafael Corporate Center (750-790 Lindero Street and 781-791 Lincoln Avenue and 999 3rd Street) (CD)

Recommended Action – Adopt Resolution

b. **Marin History Museum Lease of Boyd Gate house**

First Introduction: Consideration of an Ordinance Approving a Lease of Real Property at 1125 B Street (Boyd Gate House), to the Marin History Museum (PW)

Recommended Action – Pass Ordinance to print

OTHER AGENDA ITEMS

8. Other Agenda Items:

a. **Measure A Work Plan and Preliminary Capital Improvement Program**

Resolution Approving the Measure A Work Plan for Proposed Expenditure of Measure A Funds for July 1, 2021 – June 30, 2022; And Report on Preliminary Three-Year Capital Improvement Program (Fin)

Recommended Action – Adopt Resolution and Accept Report

b. **Marin-Sonoma Bike Share Program**

Resolution Authorizing Bolt Mobility to Operate Shared Electric Bicycles within City Limits and Authorizing the City Manager to Enter into a Coordination Agreement with Bolt Mobility, the Sonoma County Transportation Authority, Transportation Authority of Marin, and Partner Agencies to Implement a Regional Bike Share Program (PW)

Recommended Action – Adopt Resolution

c. **Third Street Improvements**

Resolution Accepting the Third Street Rehabilitation Project and Directing Staff to Request Construction Funding from the Transportation Authority of Marin (PW)

Recommended Action – Adopt Resolution

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.



AGENDA

SAN RAFAEL CITY COUNCIL – MONDAY, APRIL 19, 2021

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Present: Mayor Kate
Vice Mayor Bushey
Councilmember Hill
Councilmember Kertz
Councilmember Llorens Gulati

Absent: None

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

CLOSED SESSION AT 5:00 P.M.

Watch on Webinar: <https://tinyurl.com/cs-2021-04-19>

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ID: 817-829-3389#

OPEN SESSION

1. Mayor Kate to announce Closed Session item.

CLOSED SESSION

2. Closed Session:

- a. Conference with Labor Negotiators - Government Code Section 54957.6
Lead Negotiators: Timothy L. Davis and Stephanie Vollmer (Burke, Williams & Sorensen)

Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Nadine Hade, Thomas Wong, Carmen Valdez, and Sylvia Gonzalez-Shelton
Employee Organization: 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; Unrepresented Mid-Management; Unrepresented Executive Management

REGULAR MEETING AT 7:00 P.M.

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Mayor Kate called the meeting to order at 7:07 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

City Attorney Robert Epstein announced that no reportable action was taken in the Closed Session held prior to the meeting.

Mayor Kate provided opening remarks, which included the announcement of City/County initiatives for gun safety, Earth Day and a water conservation pledge, Ramadan and a land acknowledgment.

City Clerk Lindsay Lara informed the community that the meeting would be streamed live to YouTube and members of the public would provide public comment either on the telephone or through Zoom or YouTube live chat. She explained the process for community participation on the telephone, Zoom and YouTube.

OPEN TIME FOR PUBLIC EXPRESSION

Mayor Kate invited public comment.

Correspondence in real-time through YouTube, Zoom or telephone

- Kate Powers, Bicycle and Pedestrian Advisory Committee, recommended City Council advocacy for SMART Pathway Gap Closure in North San Rafael
- Justin Barnett, addressed the City Council regarding the Transit Center Update

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz announced:

- COVID-19, including American Rescue Plan update
- Earth Day Projects:
 - On April 22, BID Clean and Green Day – 10 to noon
 - On April 24, Litter Cleanups – 10 to noon
 - On April 24, Clear Ivy, Weeds and Litter – 9 to noon
- Project Homekey update

- On April 24, National Drug Take Back Day at Public Safety Center – 10 to 2
- Library services update
- Library's 21-Day Race and Equity Challenge update
- On April 30, Special City Council Meeting at 2 – First Draft of Goals and Objectives for Fiscal Year 21-22

COUNCILMEMBER REPORTS:

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

4. Councilmember Reports:

- Councilmember Bushey reported on two Central Marin Sanitation Agency meetings.
- Councilmember Hill reported on San Rafael City/School Liaison Committee and Micro Grid meetings.
- Councilmember Kertz reported on Homelessness and Las Gallinas Watershed Council meetings.
- Councilmember Llorens Gulati reported on Climate Action Plan Quarterly Forum and Marin Clean Energy meetings.
- Mayor Kate reported on a Transportation Authority of Marin - Safe Routes to Schools meeting.

CONSENT CALENDAR:

Councilmember Hill provided comments on Item H. Fire Station 54 Design Revisions.

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

Councilmember Kertz moved and Councilmember Bushey seconded to approve the Consent Calendar.

5. Consent Calendar Items:

a. Approval of Minutes

Approve Minutes of City Council / Successor Agency Regular Meeting of Monday, April 5, 2021 (CC)

Approved minutes as submitted

b. Measure E Transactions and Use Tax Oversight Committee Appointments

Approve Appointments of John Erdmann, Camille Harris and Braydan Young to the Measure E Transactions and Use Tax Oversight Committee to the End of November 2024 Due to the Expiration of Terms of John Erdmann, Gladys Gilliland and Cyr Miller (CC)

Approved Appointments

c. Housing Element Update

Resolution Authorizing the City Manager to Execute Professional Services Agreements with: 1) Barry J. Miller FAICP, in a Not-To-Exceed Amount of \$124,745;

and 2) Baird + Driskell Community Planning, in a Not-To-Exceed Amount of \$50,000, to Prepare the Housing Element Update (2023-2031) (CD)

Resolution 14899 - Resolution Authorizing the City Manager to Execute Professional Services Agreements with: 1) Barry J. Miller FAICP, in a Not-To-Exceed Amount of \$124,745; and 2) Baird + Driskell Community Planning, in a Not-To-Exceed Amount of \$50,000, to Prepare the Housing Element Update (2023-2031)

d. Fire Department Dispatch Services

Resolution Authorizing the City Manager to Enter into a First Amendment to the Existing Agreement for Professional Services with the County of Marin for Fire Department Dispatch Services (FD)

Resolution 14900 - Resolution Authorizing the City Manager to Enter into a First Amendment to the Existing Agreement for Professional Services with the County of Marin for Fire Department Dispatch Services

e. City Quarterly Investment Report

Acceptance of City of San Rafael Quarterly Investment Report for the Quarter Ending March 31, 2021 (Fin)

Accepted report

f. Pickleweed Advisory Committee

Resolution Adopting New Bylaws of the Pickleweed Advisory Committee (LR)

Resolution 14901 - Resolution Adopting New Bylaws of the Pickleweed Advisory Committee

g. Francisco Boulevard West - Rice Drive to Second Street Project

Accept Completion of the Francisco Boulevard West – Rice Drive to Second Street Project (City Project No. 11364), and Authorize the City Clerk to File the Notice of Completion (PW)

Accepted Notice of Completion

h. Fire Station 54 Design Revisions

Resolution Authorizing the City Manager to Execute a First Amendment to the Professional Services Agreement with Loving Campos Associates, Architects, Inc. for Additional Services Related to the Redesign of Phase 2 Essential Facilities Projects (Fire Station 54 and 55) and to Extend the Term of the Contract by an Additional Eighteen Months (PW)

Resolution 14902 - Resolution Authorizing the City Manager to Execute a First Amendment to the Professional Services Agreement with Loving Campos Associates, Architects, Inc. for Additional Services Related to the Redesign of Phase 2 Essential Facilities Projects (Fire Station 54 and 55) and to Extend the Term of the Contract by an Additional Eighteen Months

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

SPECIAL PRESENTATION

6. Special Presentation:

- a. Presentation on Marin Wildfire Prevention Authority (MWPA) by MWPA Executive Director Mark Brown

Mark Brown, MWPA Executive Director gave a presentation.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speaker: Belle Cole, Ecologically Sound Practices Partnership

Councilmembers provided comments.

OTHER AGENDA ITEMS

7. Other Agenda Items:

- a. **Transit Center Update**

Informational Update from Golden Gate Bridge, Highway and Transportation District Regarding the New Downtown San Rafael Transit Center (PW)

Councilmember Hill acknowledged that his father is a member of the Board of Directors for Golden Gate Bridge, Highway and Transportation District. City Attorney Rob Epstein clarified that after speaking with Councilmember Hill, there is no legal conflict under the Political Reform Act or otherwise, in this matter tonight.

Bill Guerin, Public Works Director introduced staff from Golden Gate Bridge, Highway and Transportation District (GGBHTD) who presented the staff report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Warren Wells, Marin County Bicycle Coalition, Justin Barnett, Linzy Klumpp, San Rafael Heritage, Lesley Simons, Amy Likover, San Rafael Heritage, Wendi Kallins, Sustainable Marin, Veda Florez, Metropolitan Transportation Commission Advisory Board, Kate Powers, Bicycle and Pedestrian Advisory Committee/Marin Conservation League, Cynthia Landecker, San Rafael Heritage, Bill Carney, Sustainable San Rafael

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Llorens Gulati seconded to accept the report.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Accepted report

b. **Economic Recovery**

Informational Report on Business Recovery in San Rafael (ED)

Danielle O'Leary, Director of Economic Development and Innovation presented the staff report.

Staff responded to questions from Councilmembers.

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

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Llorens Gulati seconded to accept the report.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Accepted report

SAN RAFAEL SUCCESSOR AGENCY:

Chair Kate invited public comment; however, there was none.

Member Bushey moved and Member Hill seconded to approve the Consent Calendar.

1. Consent Calendar:

a. **Successor Agency Quarterly Investment Report**

Acceptance of Successor Agency Quarterly Investment Report for the Quarter Ending March 31, 2021 (Fin)

Accepted report

AYES: Members: Bushey, Hill, Kertz, Llorens Gulati & Chair Kate
NOES: Members: None
ABSENT: Members: None

ADJOURNMENT:

Mayor Kate adjourned the meeting at 10:50 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2021

KATE COLIN, Mayor

DRAFT



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 5.b

Meeting Date: May 3, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

**Prepared by: Cory Bytof,
Sustainability Program Manager**

City Manager Approval: _____

TOPIC CONTRACT FOR SB 1383 COMPLIANCE PLANNING

SUBJECT RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH R3 CONSULTING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$155,096 FOR SENATE BILL 1383 PLANNING WORK FOR THE CITIES OF SAN RAFAEL AND LARKSPUR; TOWNS OF ROSS, FAIRFAX, AND SAN ANSELMO; THE LAS GALLINAS VALLEY SANITARY DISTRICT; AND THE COUNTY OF MARIN

RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into a contract with R3 Consulting Group, Inc. in an amount not to exceed \$155,096 for Senate Bill 1383 planning work for the cities of San Rafael and Larkspur; Towns of Ross, Fairfax, and San Anselmo; the Las Gallinas Valley Sanitary District; and the County of Marin.

EXECUTIVE SUMMARY

This report describes the need for a contract with our 3rd party rate reviewer for Marin Sanitary Service ("MSS") rate setting to conduct a planning project with the City of San Rafael and other MSS franchising agencies ("Franchisors") for compliance with Senate Bill 1383. This project will assist the Franchisors with development of processes, programs, ordinances, outreach, procurement, reporting, and other activities related to compliance with the law. The \$155,096 cost of the contract would be split equitably amongst ratepayers in all the jurisdictions and applied to the 2022 rates.

BACKGROUND

Senate Bill 1383

Senate Bill 1383 (SB 1383) is a State law that requires cities to reduce emissions of short-lived climate pollutants (SLCP). It sets targets to reduce organic waste disposal 50% by 2020 and 75% by 2025, and to rescue at least 20% of currently disposed surplus food by 2025 for people to eat. Arguably, the most extensive waste legislation in the history of the State of California, this law mandates that cities, towns, and counties do the following:

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

- Increase collection and recycling
- Procure mulch and compost
- Enable edible food recovery efforts
- Pass and enforce local legislation requiring businesses and residents to compost

In addition, it imposes other mandates on counties, and requires county-wide coordination for some of the requirements. Notably, SB 1383 allows for significant fines on local jurisdictions for not complying with the law's requirements. Local planning and ordinances must be in place by January 1, 2022.

Marin Sanitary Service Agency Collaboration

Several local agencies within Marin County have franchise agreements with Marin Sanitary Service (MSS) to provide refuse collection and recycling services to customers in their jurisdictions. Many of these agencies have similar contracts with MSS and share the same rate setting methodology. These agencies are the cities of San Rafael and Larkspur; the Towns of Ross, Fairfax, and San Anselmo; the County of Marin; and the Las Gallinas Valley Sanitary District. Due to common interests and common contracts, these Franchisors have agreed to work together in order to share costs and resources and achieve economies of scale.

For example, the Franchisors work together to make certain that ratepayers (citizens and businesses) are being properly charged for the various levels of service provided, by jointly hiring a 3rd party consultant to review MSS' annual rate application. In 2017 and 2018 the Franchisors worked together to update the financial methodology used to set customer rates to be simplified, streamlined, and to increase accountability. In each of these instances the City of San Rafael has been the lead agency on behalf of the Franchisors for contracting with consultants to assist with the projects.

ANALYSIS

Although Marin Sanitary Service has always been a leader and is further along than many other haulers in terms of recycling of organic materials, there is still a lot of work to be done for compliance with SB 1383. Some of these activities include procuring more carts, changing messaging and color coding, increasing outreach and education, and arranging for the processing and diversion of significant amounts of new organic materials such as food scraps, paper, and untreated wood products. In addition, the City and the other MSS franchising agencies will need to develop ordinances and enforcement mechanisms, conduct outreach, procure mulch and/or compost, conduct tracking and reporting, and engage in a county-wide partnership to address edible food recovery.

To ensure consistency and achieve economies of scale, the City and the other MSS franchising entities have chosen to work with our 3rd party rate reviewer R3 Consulting Group, Inc. As in the past, the Franchisors have agreed that the City would be lead agency and run the engagement, including overseeing the contract, billing, and administration on behalf of the other Franchisors.

R3's proposal is Attachment A to the staff report. It includes convening all franchisors as well as MSS and other stakeholders to develop pathways to compliance. Tasks include helping the jurisdictions develop materials and processes to achieve compliance with the basics of the law, assistance with identifying changes needed to MSS's activities, training, reporting, and presentations to decision-making bodies. All work is to be done in time for the end of year rate-setting process so that any new programs and activities can be included in the rate request for 2022.

R3 estimates the cost of the engagement to be an amount not to exceed \$155,096. This would be an addition of approximately 0.32% on the rates. However, Zero Waste Marin is deliberating funding the majority of the engagement, which could bring the direct cost to ratepayers down to \$44,380, equaling approximately 0.09% rate impact. In any case, the Franchisors would pool their resources to ensure that the rate is distributed equitably across all ratepayers in the MSS service area.

COMMUNITY OUTREACH

The City has posted this via our standard Council agenda packet channels through City Manager's Snapshot and agenda posting notification emails.

FISCAL IMPACT

No direct fiscal impact to the City of San Rafael as the costs will be added to the MSS rates as a pass-through as per normal procedures. This rate impact is yet to be determined but would be an addition of between 0.09% and 0.32% to customer rates attributed in the 2022 rate year depending on the outcome of the Zero Waste Marin budget proposal to help fund these engagements.

RECOMMENDED ACTION

Adopt a resolution authorizing the city manager to enter into a contract with R3 Consulting Group, Inc. in an amount not to exceed \$155,096 for Senate Bill 1383 planning work for the Cities of San Rafael and Larkspur, Towns of Ross, Fairfax and San Anselmo, the Las Gallinas Valley Sanitary District and the County of Marin.

ATTACHMENTS

Attachment A:	R3 Proposal SB 1383 Planning & Implementation Assistance
Attachment B:	Resolution

April 21, 2021

Cory Bytof
Sustainability Program Manager, City of San Rafael
1400 Fifth Avenue, San Rafael, CA 94901
submitted via email: Cory.Bytof@cityofsanrafael.org

SUBJECT: Proposal for SB 1383 Planning and Implementation Assistance

Dear Mr. Bytof (on behalf of the MSS Franchisors),

R3 Consulting Group, Inc. (R3) is pleased to submit this proposal to provide the City of San Rafael (City) – serving as the lead agency on behalf of the Franchisors of Marin Sanitary Service (MSS), comprised of the City, the Towns of Ross, Fairfax and San Anselmo, the City of Larkspur, County of Marin, and Las Gallinas Valley Sanitary District (collectively “MSS Franchisors”) – in Senate Bill (SB) 1383 planning assistance and initial implementation. We are well positioned to provide the requested services to the Franchisors, having worked with you and MSS since 2017 while also simultaneously gaining experience assisting other clients throughout California in planning for SB 1383 compliance.

R3 has been actively tracking the development of SB 1383 regulations and has participated in the associated rule-making process up through the law’s finalization as of November 3, 2020. We have gained a thorough understanding of the regulations and are helping clients prepare for implementation. SB 1383 has complex requirements which affect many aspects of solid waste collection and post-collection systems. While haulers can assist in implementation of many aspects of the law, agencies ultimately bear responsibility for its implementation. Via this project, we will work with you to establish a coordinated approach for all MSS Franchisors, thus facilitating a cost-effective and smooth transition into implementation for the MSS, each of your agencies, and, of course, for your solid waste customers.

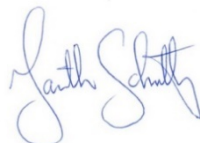
While a coordinated MSS-area-wide approach will result in greater economies of scale for the City and the other MSS Franchisors, certain tasks (in particular ordinance revision and procurement policy development) will require agency-specific efforts. As such, this proposal includes tasks that will be completed for all MSS Franchisors as well as specific tasks that will be customized for each agency as appropriate. Please note that this proposal, and its costs, assume that all MSS Franchisors will elect to participate in the project.

Rose Radford will serve as Project Manager and primary point of contact for this engagement. **Garth Schultz** will serve as Principal-in-Charge and will work with Rose throughout the project. We appreciate the opportunity to submit our proposal to the City. Should you have questions regarding our proposal or need additional information, please do not hesitate to reach out directly.

Sincerely,



Rose Radford | *Project Manager*
R3 Consulting Group, Inc.
415.347.9536 | rradford@r3cgi.com



Garth Schultz | *Principal-in-Charge*
R3 Consulting Group, Inc.
510.292.0853 | gschultz@r3cgi.com

1. SCOPE OF WORK

Task 1 – Project Kick-off and Coordination

Task 1.1 Kick-off Meeting

Upon City authorization to proceed, R3 will facilitate a project kick-off meeting with designated representatives of the MSS Franchisors. The meeting will provide an opportunity to review the project objectives, R3's project approach, schedule, and data availability. The kick-off meeting will serve to set the expectations and timeline for the Scope of Work and establish the best means for ongoing communication and collaboration between R3 and the MSS Franchisors for the duration of this engagement.

One item of importance for discussion during the kick-off meeting will be how R3, the City, the Franchisors and MSS will work collaboratively to ensure that this project provides the best possible outcomes for customers and ratepayers, while still achieving meaningful compliance with the law. R3 understands that the City and the Franchisors do not intend for this SB 1383 planning and implementation exercise to be a “check-the-box” exercise that results in compliance without due consideration of how to ensure the resultant outcomes are good for customers, good for the environment, and good for the economy. R3 whole-heartedly embraces this intention and has the on-the-ground experience working with commercial business and other parties in Marin County on organics collection programs and other similar policies. We will bring best practices gleaned from these experiences to bear in working with the Franchisors throughout the course of the project.

Please note that we have budgeted for all meetings to be virtual, including check-in meetings with agency staff, MSS, as well as presentations to Councils/Boards, and other bodies. Additional costs will be incurred for required attendance at in-person meetings; R3 will seek City approval of additional costs before they are incurred.

Task 1.2 Information Request

Upon authorization to proceed, R3 will provide the MSS Franchisors and MSS with a preliminary list of documents in support of this Scope of Work.

Requested documents may include, but will not necessarily be limited to, the following:

- › Customer rate sheets;
- › Education and outreach information provided by MSS to customers;
- › Copies of most recent monthly and annual reports, including tonnage reporting; and
- › Other relevant data.

The provided information and materials, along with the documents already in R3's files, will assist with our analysis and ultimate drafting of our Final Analysis Report and Findings.

Task 2 – Analysis of Current Programs and Implementation Pathways

There are aspects of the law, such as procurement policy, that would benefit from in-depth research, engagement with industry and public-sector partners, and a detailed cost/benefit analysis. Planning for requirements such as edible food recovery and reporting necessitates engagement with other agencies in Marin County. Options for enforcement, which is required to begin in 2024, should be explored in concert with interagency departments and other agencies in the County. Other aspects of the law, such as municipal code updates, are self-contained and could be easily accomplished by each agency without coordination with other agencies, though there are benefits to regional coordination.

R3 has been following SB 1383 regulations closely on behalf of many clients and has developed a user-friendly SB 1383 action plan that we will customize according to the MSS Franchisors' needs. SB 1383 touches upon many aspects of solid waste management, many of which are currently the responsibility of

the franchised haulers via agreements, while others are jurisdictional responsibilities, and some may already be the responsibility of either the County or Zero Waste Marin.

R3 will assess SB 1383 preparedness by beginning with our action plan template, and for each requirement:

1. Determining if there is a similar existing requirement via another legislation such as Assembly Bill (AB) 1826, and indicating which party(ies) are responsible for the similar requirement;
2. If there is a similar existing requirement, assessing current compliance activities conducted by the party responsible against the upcoming requirements of the law and identifying changes that need to be made, assuming no changes in responsible party; and
3. If there is no similar requirement (such as for edible food recovery), R3 will assess current conditions and make recommendations that provide a pathway to compliance.

Gaps in compliance will be identified through this process, along with opportunities for program improvements.

SB 1383 jurisdiction responsibilities can be broken up into five major compliance areas, described in more detail in sub-tasks 2.1 - 2.5:

- » Education and Outreach;
- » Inspection and Enforcement, including the assessment of penalties and contamination monitoring;
- » Edible Food Recovery Programs;
- » Purchasing Policy Changes; and
- » Collection Service Adjustments.

Based on similar reviews for other jurisdictions, pathways are likely to include the following:

- » Implementing universal roll-out by providing organic waste collection services (including food waste) to all residents and businesses;
- » Establishing a food recovery program in coordination with Marin County and/or other agencies as appropriate;
- » Providing enhanced education and outreach to the community, which involves potential changes to content and frequency of mailers and on-site outreach as appropriate;
- » Hiring a dedicated officer for enforcement of the law's requirements;
- » Procuring more recyclable and recovered organic products;
- » Gathering a significant amount of information for reporting to CalRecycle, both during the initial planning and reporting process, and on an ongoing basis as a part of Electronic Annual Reports to CalRecycle (reporting is currently completed by Zero Waste Marin); and
- » Monitoring and enforcing compliance through the agencies' municipal codes.

It should be noted that the tracking and reporting requirements of SB 1383 are substantial. We are aware that MSS has already engaged Recyclist, which is a data management system designed to facilitate tracking of outreach and education efforts and associated collateral such as photos and exemption forms. While Recyclist may be effective for ongoing reporting for SB 1383, the agencies may need to coordinate reporting activities with Zero Waste Marin (currently the designated AB 939 reporting entity for jurisdictions in Marin County). Reporting is built in to all the programmatic implementation steps outlined in this task, and recommendations on reporting will be included as a part of all sub-tasks listed below.

It should also be noted that many of these tasks would benefit from a coordinated regional approach. As a part of some of these tasks, R3 proposes to engage various agencies active in Marin County in order to facilitate collaboration. However, this scope of work is specifically designed to facilitate the MSS

Franchisors' implementation of SB 1383, and as such, engagement with regional actors and the County is focused on specific topic areas.

Task 2.1 Education and Outreach

Data shows that on-the-ground technical assistance is key to effective program implementation, from signing businesses up for organics service to reduce contamination by more effective sorting. We are aware that low contamination is a key requirement of the MSS Food to Energy program and that contamination monitoring via route audits is also a requirement of SB 1383 (see Task 2.5, Collection Service Adjustments).

SB 1383 requires education and outreach activities – generally in alignment with AB 1826 education and outreach – including the following:

- › Monitoring of businesses that generate 2 or more cubic yards of solid waste per week;
- › Conducting site visits to encourage correct participation and sign-up for non-compliant accounts;
- › Waste assessments, especially in the case of exemption requests or reported self-haul or back-haul activities;
- › Annual mailers, which will need to include the new requirements of SB 1383 such as multi-family recycling instructional materials provided to new tenants on move-in, front-of-house sorting containers including recycling and organics containers with labels and correct color coding; and
- › Education and outreach targeted at Tier I and Tier II covered generators under the edible food recovery requirements, which differ from the organics recycling requirements of AB 1826 and will likely require staff to facilitate relationship-building between covered generators and recovery organizations.

While these activities are familiar to MSS and MSS Franchisors and ramping up to AB 1826 covered generator thresholds will likely facilitate most education and outreach activities required under the new regulations, R3 anticipates additional staff effort related to education and outreach. This will likely require increased staffing for the party(ies) identified as responsible for these requirements, including MSS and the Franchisors' staff.

This Education and Outreach task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor.

Task 2.2 Inspection and Enforcement

Inspection and enforcement requirements included in SB 1383 represent a departure from the AB 1826 requirements in that penalties are required to be assessed on businesses not in compliance with the recycling requirements, including: signing up, participating, placing containers for recycling and organics in the front- and back-of-house, and self/back-hauling in compliance with the state's requirements.

In summary, SB 1383 introduces:

- › Penalties for non-compliant businesses (under the organics recycling requirements, the requirement to right-size containers, and the requirements to provide educational material as well as the edible food recovery requirements described in Task 2.3) in alignment with the SB 1383 penalty structure introduced in the regulations;
- › Penalties for haulers, including franchised haulers and the self-haul sector for not diverting organic material according to the requirements;
- › Penalties for regulated entities for not providing adequate reporting (this includes edible food recovery organizations);
- › Investigation of complaints of non-compliance by members of the public or other entities;

- » Contamination monitoring via periodic (current regulations require annual) route audits for every route and a representative portion of customers; or via monitoring at post-collection facilities;
- » A defined “waiver” system similar to the exemption system for AB 1826, except that organics generation thresholds are lower (10 gallons or less for customers below 2 cubic yards of solid waste service, and 20 gallons or less for customers at or above 2 cubic yards), inspection of businesses subject to waiver and adequate documentation is required, and re-inspection on a prescribed basis (now every 5 years). Note that physical space limitations are included as a possible waiver rationale. R3 generally recommends that exemption/waiver authority resides in jurisdiction or authority staff and not the hauler; and
- » Required reporting to CalRecycle on all site visits, penalties, waivers.

Via this task, R3 will further refine our staffing impact analysis, and research compliance fee mechanisms and alternative options for enforcement.

While the inspections required by the regulations can reasonably be performed by the hauler, others (such as the edible food recovery enforcement and the front-of-house container placement) are not appropriate to include in hauler responsibilities. Moreover, the regulations clearly state that authority for enforcement cannot be delegated to a private entity. Based upon the SB 1383 planning assistance R3 has conducted for other agencies, R3 anticipates at this time that at least one part-time enforcement staff with the ability to issue citations will be needed for the City of San Rafael; and some level of additional enforcement staff will be needed for the other agencies.

This Inspection and Enforcement task will be completed separately for each MSS Franchisor.

Task 2.3 Edible Food Recovery Programs

Establishing and implementing food recovery programs can be challenging, but R3 is aware of a number of edible food recovery organizations that are already operating in Marin County.

The County is responsible for a number of the key aspects of planning for SB 1383, including:

- » Inspection of all food-serving businesses via Environmental Health for enforcement of state minimum standards; and
- » Planning for edible food capacity in the County, including identification of edible food recovery organizations and assessment of those organizations’ capacity, as well as any need for additional capacity in the County.

As such, R3 proposes to initially engage the County and request available information about the County’s current edible food recovery planning efforts, as well as current activities conducted by County Environmental Health inspectors and collateral already developed by the County. We will assist the agencies in exploring opportunities for regional coordination and interagency collaboration related to edible food recovery, with an eye toward going “above and beyond” basic requirements to design a program that effectively captures edible food that was previously disposed, and provides it to people in need.

After engaging with the County, R3 will then prepare a list of strategies appropriate for the agencies to implement or support. These could include:

- » Connecting potential donors to potential recipients;
- » Providing small grants to food recovery organizations for refrigerators or vehicles;

- » Distributing model food recovery agreements to surplus food generators, based upon CalRecycle's model agreement;
- » Coordinating efforts with County Environmental Health for distribution of food recovery information to commercial food generators or training of food recovery organizations in safe food handling procedures; and
- » Coordinating efforts with the County to ensure that food-insecure recipients are matched with food distribution organizations.

The Edible Food Recovery Programs task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor.

Task 2.4 Purchasing Policy Changes

SB 1383 requires changes to each agency's purchasing policies, including procurement of recycled-content paper, compost and/or mulch product from post-collection facilities, use of natural gas from post-collection facilities, and use of electricity from qualifying post-collection sources.

Via this task, R3 will calculate the required amounts of product for each agency and will assist the agencies as necessary in gathering information about current purchasing quantities of qualifying materials from the various agency departments involved. Informational interviews with up to four related industry and public sector partners will be arranged, including:

- » Central Marin Sanitation Agency, the agency that receives processed food scraps from MSS and introduces those food scraps into its digesters for conversion into natural gas;
- » Marin Community Choice Energy, a non-profit renewable electricity provider that the agencies partner with, and which has already obtained energy from some qualifying sources;
- » Marin Carbon Project or other solutions-based collaboratives that focus on the use of compost, mulch, and biosolids, including strategic spreading of recovered organic content in open space; and
- » The Wildfire Prevention Authority or another public agency partner to explore the existing generation of woody matter and the highest and best use of that matter for environmental purposes.

R3 will also conduct limited research to gather information on the use of the products required for procurement to assist the MSS Franchisors in determining the most beneficial procurement strategy that will align with the requirements of SB 1383.

This Purchasing Policy Changes task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor; although R3 will calculate recovered organics procurement targets separately for each agency.

Task 2.5 Collection Service Adjustments

Although MSS is currently conducting a range of activities for AB 1826 compliance, R3 initially expects that these activities will need to be expanded and adjusted to facilitate compliance with SB 1383.

Specifically, the Franchisors and MSS will need to explore the following types of adjustments in collection programs:

- » Establishment or expansion of recycling and composting collection services to all customers to address SB 1383 requirements;
- » Route audits for contamination monitoring;
- » Edible food recovery outreach and education and designation of responsibilities between hauler, agencies, and County staff;

- » Diversion and program monitoring and reporting;
- » Coordination and task designation between the agencies and the hauler; and
- » Collection container labeling adjustment to align with SB 1383 requirements for all new carts and bins placed into service. These labels may be printed and not include graphics, but they must include a list of allowed and dis-allowed materials. While commercial bin labels may be compliant, it is possible that CalRecycle will require labels to be placed on all residential carts as well. Moreover, if MSS is currently using black containers for the Food to Energy program, those carts will need to have their lids changed to the yellow color to be compliant.

R3 will prepare a list of the adjustments that the MSS Franchisors may consider requesting MSS to make, and present that list to MSS during one virtual meeting to discuss operational feasibility, benchmarking, and costs, with universal service for all businesses as a significant point of discussion.

The information gathered during that meeting will be synthesized, analyzed, and provided as guidance to the MSS Franchisors. This will identify which activities are best suited for MSS to perform, as well as determining marginal activities that may benefit from MSS's assistance or involvement. We will provide the analysis and recommendations in our final report to the MSS Franchisors, as a part of Task 4, and will be available to assist the MSS Franchisors in negotiations for an amendment to the MSS agreement, or a mutually agreed-upon letter of understanding (see optional Task 5).

This Collection Service Adjustments task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor. With this task, R3 will also provide an estimate of initial costs of implementation for implementation of the SB 1383 requirements by the MSS Franchisors based upon our recommended implementation approach. This cost estimate may be further adjusted depending upon agency interests and the final implementation strategy during rate-setting in late 2021.

Task 2.6 Ongoing Coordination

R3 will arrange regular check-ins (approximately five meetings) by conference call with agency staff throughout the duration of the project. R3 will advise agency staff of upcoming interviews and coordinate agency staff availability to join in these meetings, with the ultimate goal of positioning staff to proceed with implementation of the programmatic requirements after the planning process is complete. This task includes regular check-ins with the MSS Franchisor staff as a whole, as well as individual meetings with each agency (up to two per agency, in addition to the combined meetings with all Franchisors).

Task 3 – Municipal Code Update

R3 proposes to provide limited implementation assistance to the MSS Franchisors in preparing a municipal or district code update in alignment with SB 1383 requirements.

SB 1383 requires updates to the municipal or district codes of every jurisdiction in California, aligning with the following requirements in the regulations:

- » Universal service for organic waste diversion;
- » Other business and hauler requirements under the regulations, described more fully in Task 2, above;
- » Penalties for non-compliance and the mechanism for assessing such penalties;
- » Enforcement of CALGreen construction and demolition debris recycling requirements and container design requirements; and the Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the California Code of Regulations.

This task is limited to updates on municipal code language to align with SB 1383 and does not include other revisions such as modernizing code language or alignment with franchise agreement language.

We are aware that the self-haul requirements of SB 1383 are of particular interest to the City of San Rafael. Via this task, we will also prepare one short memorandum that describes the requirements of SB 1383 and how they are enacted in the model municipal code as well as the proposed municipal code. We will provide an explanation on how self-haul regulation is envisioned in SB 1383, how it might be implemented, and benefits/drawbacks to the proposed approach.

We recommend that the MSS Franchisors develop municipal/district code updates using the model municipal code provided by CalRecycle as a basis and adapt that municipal code in accordance with legal counsel's preference and R3's professional judgement. Via this task, R3 will work directly with legal counsel and City staff to prepare an ordinance for adoption by each agency, will be available to present and introduce the proposed ordinances at one virtual Council/Board meeting, and will attend one additional virtual Council/Board meeting to answer questions for final adoption, per agency.

Please note that ordinance revisions outside of SB 1383 requirements may require additional effort than is anticipated herein. Should the City or the agencies wish to explore other solid waste-related municipal code changes, R3 would be happy to assist pending approval of additional contract expenses for work outside of SB 1383.

Task 4 – Training, Reporting, and Presentations

R3 will arrange a combined SB 1383 training meeting to provide MSS Franchisor staff with additional information about the law and suggests that agency management be engaged if not already for that meeting. This training will be conducted virtually, and a copy of the presentation and an associated handout will be provided beforehand to participants. We will present our findings to date and our recommendations for next steps during that meeting and gather information from agency staff on feasibility and preferences.

R3 will prepare a draft analysis report for City of San Rafael review which includes the following key elements:

- » A summary update of recent legislation, including AB 341, AB 1826, AB 901, AB 1594 and SB 1383, all of which should be addressed in the City's new Agreement(s);
- » A summary of the research, interviews, recommendations and outcomes from Tasks 2 and 3;
- » Suggested best practices to include as part of the Agreement(s) updates and/or letters of understanding with the hauler.

As part of this task, we will provide an electronic version of the draft analysis report to the City of San Rafael for comments. At the City staff's preference, we will be available for one additional meeting to review findings and address the City's comments on the draft report.

Following discussion with the City, R3 will revise our draft report and provide the MSS Franchisors with a second interim draft analysis report. We will be available to meet with each MSS Franchisor staff one additional time to provide revisions and address comments, and thereafter will compile our final draft report.

R3 will also be available to provide one virtual presentation to each Council/Board with findings and recommendations resulting from the tasks above.

Optional Task 5 – Negotiations with MSS

The role of the hauler is key in designing an effective SB 1383 implementation plan. We will already have identified roles for the hauler to fill and met with MSS to explore options on those roles as a part of Task 2.5. After resolution of those conversations, R3 expects that MSS will either propose an amendment to their Agreement with the MSS Franchisors, or request that a letter of understanding or other less formal agreement be agreed upon and signed.

Regardless of the mechanism, we expect that implementation of the SB 1383 requirements will involve changes to the MSS costs of operation likely to impact rates. If the MSS Franchisors so desire, R3 can assist the Franchisors in negotiating the rate impacts and finalize the language on program requirements and design for those elements of implementation for which each chooses to engage MSS. In this proposal, we have provided for up to five additional meetings with MSS, and the drafting of an amendment or letter of understanding as an optional task.

Deliverables

- › Two (2) Draft Analysis and Findings Reports, including an SB 1383 preparedness matrix;
- › One (1) municipal code update for each agency;
- › Two (2) virtual Council/Board meetings [one (1) presentation and one (1) to answer questions] prior to adoption of each municipal code update;
- › One (1) Final Analysis Report and Findings in electronic format;
- › One (1) virtual presentation, per agency, to Council or Board on findings and recommendations;
- › *(Optional)* Amendment or letter of understanding with MSS.

2. PROJECT SCHEDULE

R3 is available to begin work on this project as soon as indicated by the City. R3 proposes the following schedule for work completion, with the project beginning in May 2021 and completing by the end of December 2021.

This schedule provides ample time to complete the required project effort, achieve compliance with SB 1383 starting May 2021 (pending appropriate agency action), and incorporate project results into the regularly scheduled MSS 2022 rate adjustment and setting process.

TASK	START DATE	COMPLETION DATE
1. Project Kick-Off and Coordination	May 2021	May 2021
2. Analysis of Current Programs and Pathways	June 2021	July 2021
3. Municipal Code Update	July 2021	September 2021
4. Final Analysis, Reporting, and Presentations	September 2021	December 2021
5. <i>(Optional)</i> Negotiations with MSS	July 2021	October 2021

3. PROJECT BUDGET

R3 proposes a contract with the City of San Rafael as the lead agency, providing for the scope of services for all MSS Franchisors. Payment for work performed under this scope of services is rate-recoverable MSS as a pass-through-cost. The proposed contract amount of **\$155,096** is a not-to-exceed amount based on time and materials for all Franchisors.

TASK		7-Agency Total
1	Project Kick-off and Coordination	\$2,674
2	Education and Outreach	\$5,462
	Inspection and Enforcement	\$16,819
	Edible Food Recovery Programs	\$7,762
	Purchasing Policy Changes	\$9,056
	Collection Service Adjustments	\$7,906
	Ongoing Coordination and Cost Estimates	\$8,481
3	Municipal Code Update	\$38,467
4	Training, Reporting, and Presentations	\$14,087
Subtotal Tasks 1-4		\$110,716
5	(Optional) Negotiations with MSS	\$24,150
Total Tasks 1-5		\$134,866
<i>15% Contingency</i>		<i>\$20,230</i>
Not-to-Exceed Grand Total		\$155,096

Billing Rates

In the table below, we have provided our hourly billing rates for R3 that may be involved in providing the City solid waste consultant services.



CLASSIFICATION	HOURLY RATE
Principal	\$225 per hour
Project Director	\$215 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$185 per hour
Senior Project Analyst	\$165 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$155 per hour
Associate Analyst	\$145 per hour
Administrative Support	\$125 per hour
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - <i>Private or company car</i>	At Current Federal Rate
Travel - <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.

4. FIRM QUALIFICATIONS

About R3

Incorporated in California in 2002, R3 is a California Certified Small Business with offices in Roseville and Davis, California. Our firm is led by two principals, Richard Tagore-Erwin and Garth Schultz, who have 40+ years of combined solid waste expertise.

We specialize in providing a diverse range of solid waste management consulting services exclusively to public agencies, including rate and financial reviews, competitive procurement and/or extension negotiations of collection, processing and disposal services; development, implementation and monitoring of service contracts and franchise agreements; and legislative compliance.

R3 works exclusively for public agencies and does not work for any private solid waste management companies. We do, however, have very good professional working relationships with private sector service providers - which is valuable in negotiations.

Food Waste Reduction Planning / Food Recovery

R3 assists clients with the development, implementation, and evaluation of their organics and food waste reduction programs. Our extensive experience has allowed R3 to address a variety of issues that typically confront our municipal clients during the implementation of their various programs and facilities, including inter-jurisdictional coordination, planning requirements, diversion mandates, regulatory compliance, community outreach, and public education.

Our organics-related services include the following:

- › Developing and evaluating existing organics programs;
- › Analyzing options for program improvement and potential new programs to implement;
- › Identifying businesses subject to compliance with SB 1383;
- › Monitoring and tracking covered generator compliance;
- › Designing and assessing public education and outreach materials and methods for notifying businesses of their requirements and compliance options;
- › Developing franchised hauler tracking methods for necessary reporting, public education and outreach, and compliance monitoring requirements;
- › Performing on-site waste assessments and material characterizations and providing hands-on technical assistance to regulated businesses to support their compliance;
- › Facilitating private sector diversion opportunities, including food donations and recycle/reuse vendors; and
- › Planning for end-use markets for compost product and SB 1383 implementation.

Legislative Compliance

R3 provides a full range of planning, design, implementation, monitoring, and administrative services in support of regulatory compliance with AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), AB 341 (Mandatory Commercial Recycling), AB 1594 (Ban on Green Material ADC Diversion Credit), as well as new legislation such as AB 1669 (Displaced Employees), AB 901 (Solid Waste Reporting Requirements), and AB 876 (Organics Management Infrastructure Planning).

California has adopted aggressive legislation to reduce waste sent to the landfill and many jurisdictions are not fully prepared to meet their requirements under AB 341, AB 1594 and AB 1826. Our understanding of these legislative requirements and our hands-on experience assisting our clients with implementing effective AB 341 and AB 1826 programs and preparing for the requirements of AB 1594, AB 1669, SB 1383, and AB 901 has helped us to develop effective compliance strategies and implementation plans that leverage existing franchised hauler resources and contractual requirements.

We ensure that all regulatory requirements are being met and that our clients are taking the necessary steps to remain in compliance with the law. We assist jurisdictions with meeting these requirements by providing a coordinated approach that is logical and cost-effective, and draws upon our operational, public policy, and public education and outreach capabilities.






Relevant Experience

R3's project team brings a unique level of relevant experience and knowledge of solid waste solutions that can help you deliver the organics programs and policy that your community needs.

In the past 3 years alone, R3 has assisted 30+ clients with legislative compliance plans. Our work, with a sampling shown below, covers everything from agreement negotiations, policy and ordinances development, legislative compliance, to stakeholder engagement.

Project Team Qualifications

Below is a brief summary of roles and responsibilities for each project team member. More information on their qualifications can be found within their resumes, located in the following pages.

Name / Role	Specialty	Responsibilities
 Garth Schultz Principal-in-Charge	<i>Legislative Compliance, Rate Analysis, Strategic Analysis, Project Leadership</i>	Garth will provide project oversight as Principal, as well as analytical support as needed. He will contribute his expertise developing strategies for straightforward legislative compliance and organics planning.
 Rose Radford Project Manager	<i>Legislative Compliance Guidance, Ordinance Revisions, Capacity Analysis, Project Management</i>	Rose will be the Project Manager and will be the primary point of contact. She will be responsible for overseeing the team, providing analytical review, and leading stakeholder engagement and presentations. Throughout the entire engagement, she will be ensuring all the City services are being met for the project.
 Carrie Baxter Analytical Support	<i>Legislative Compliance Guidance, Collection Agreement Negotiations and Procurement Assistance, Ordinance Revisions, Rate Analysis, Project Management</i>	Carrie will bring her thorough understanding of SB 1383 and AB 827, AB 341, and AB 1826 and provide key analytical support to assist in analyzing capacity needs and guidance on regulatory requirements.
 Claire Wilson Analytical Support	<i>Legislative Compliance Guidance, Reporting, Ordinance Revisions, Edible Food Recovery, Education and Outreach</i>	Claire will provide analytical support to assist in providing guidance on regulatory requirements. She will assist in the strategizing and development of outreach materials.
 Kristy Dalay Analytical Support	<i>Legislative Compliance Guidance, Rate and Data Analysis, Education and Outreach</i>	Kristy will provide support for record keeping and reporting, as required under SB 1383, and assist in creating outreach materials for ongoing educational purposes.

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH R3 CONSULTING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$155,096 FOR SENATE BILL 1383 PLANNING WORK FOR THE CITIES OF SAN RAFAEL AND LARKSPUR; TOWNS OF ROSS, FAIRFAX, AND SAN ANSELMO; THE LAS GALLINAS VALLEY SANITARY DISTRICT; AND THE COUNTY OF MARIN

WHEREAS, the City of San Rafael must comply with California Senate Bill 1383, the Short-Lived Climate Pollution Act, which requires a set of actions be completed by January 1, 2022; and

WHEREAS, the City of San Rafael shares similar franchise agreements with Marin Sanitary Service as the City of Larkspur; Towns of Ross, Fairfax, and San Anselmo; the County of Marin; and Las Gallinas Valley Sanitary District, hereinafter "Franchisors"; and

WHEREAS, the Franchisors have collectively agreed to enter into an agreement with R3 Consulting Group, Inc. to engage in planning work for SB 1383 on behalf of the Franchisors; and

WHEREAS, the Franchisors have agreed to equitably share the costs of, and have the City of San Rafael be the lead agency in, this engagement with R3 Consulting Group on behalf of the Franchisors and conduct all aspects of the contract including billing and invoicing on behalf of the Franchisors; and

WHEREAS, the City of San Rafael is in receipt of a proposal by R3 Consulting Group, Inc dated April 21, 2021, with a not-to-exceed amount of \$155,096 to conduct SB 1383 planning work with the Franchisors;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS: The City Manager is authorized to enter into a contract with R3 Consulting Group, Inc. in an amount not to exceed \$155,096 for Senate Bill 1383 planning work as set forth in the consultant's April 21, 2021 proposal, for the Cities of San Rafael and Larkspur; Towns of Ross, Fairfax, and San Anselmo; the Las Gallinas Valley Sanitary District; and the County of Marin.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 3rd of May, 2021, by the following vote, to wit:

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

LINDSAY LARA, City Clerk



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 5.c

Meeting Date: May 3, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: San Rafael Fire Department

**Prepared by: Quinn Gardner,
Emergency Manager**

City Manager Approval: _____

TOPIC: MARINWOOD WILDFIRE PREVENTION SERVICES AGREEMENT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND THE MARINWOOD COMMUNITY SERVICES DISTRICT FOR WILDFIRE PREVENTION SERVICES, INCLUDING DEFENSIBLE SPACE EVALUATIONS

RECOMMENDATION:

Adopt the resolution approving the Agreement between the City of San Rafael and Marinwood Community Services District for defensible space services.

BACKGROUND:

The City of San Rafael and the Marinwood Community Services District (District) have maintained a successful partnership since 1973 to provide shared fire protection and emergency services throughout their unified operational area. The current arrangement between the City and the District is articulated in a joint powers agreement that was approved by the City Council in 2014. The Fire Chief Officer Services amendment was added and approved by the City Council in 2018. The existing agreements focus on fire administration, fire suppression, Emergency Medical Services and structural prevention services, not wildfire prevention or mitigation. The District and the City now wish to enter an agreement relating to wildfire prevention and mitigation services, including defensible space evaluations.

In 2020, Marin County voters approved Measure C, a parcel tax to fund the establishment of the Marin Wildfire Prevention Authority (MWPA), a joint powers authority tasked with improving wildfire safety for all Marin residents, businesses, and visitors. The MWPA consists of 17 Marin county agencies, including the City and the District. The tax revenue collected for the MWPA is dedicated to three funding categories: core, local, and defensible space. "Core" monies are designated for five distinct geographic zones and account for 60 percent of the tax revenue. The City and the District are within the same designated zone, which also incorporates County Service Areas (CSAs) (see Attachment 4-zone map). "Local" and "defensible space" monies account for 20 percent each and are designated to each participating agency individually. As a member agency, the District receives a sum of money for their local and defensible

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

space categories to be spent on local fire mitigation projects of their choice and residential home evaluations.

As the City and the District become more aligned and unified in their operations, which include 9-1-1 call services, joint training opportunities, fire prevention, emergency management, environmental management services, records management, equipment support, and administrative support services, the inclusion of MWPA-funded services for defensible space evaluations and fuel reduction projects is a logical next step in the existing relationship between the City and District.

ANALYSIS:

The District and the City have abutting operational areas and have thus developed a successful working relationship over time. The District's jurisdiction and operational area lies directly north of the City's borders. Due to proximity, wildfire prevention efforts undertaken by the District have direct impacts on the City.

Over the past year, the City has used its local and defensible space funds to build a comprehensive Wildfire Mitigation Team to provide defensible space evaluations and fuel reduction project planning and implementation within the City and District unified operational area. The District has used a portion of the MWPA funds it receives to compensate the City for services provided within the District. Formalizing the Agreement to continue coordinating MWPA-funded services like defensible space evaluations and vegetation management projects as workload and costs increase is consistent with the City and District's history of cooperative fire services and current shared services agreements. Coordinating services within the unified operational area will provide simplified and unified public service by eliminating duplicated costs associated with recruitment, training, scheduling and managing employees, and acquisition of supplies and equipment needed to provide services.

During the start-up phase of increased wildfire prevention activity associated with the creation of the MWPA, the City and District established a process for work to be completed and reimbursed. This agreement formalizes those terms in perpetuity, or until either party gives notice.

Through this agreement, the City will bill the District for defensible space evaluations provided to residents in the District, and for employee time spent planning and implementing fuel reduction projects that occur on District-owned open space lands. The City will assume costs, not to be billed to Marinwood, for the following: recruitment, hiring, and training of staff; uniforms; vehicle maintenance; and fuel. These fixed costs will be assumed by the City and budgeted for as part of its existing wildfire mitigation program that also includes defensible space evaluations and fuel reduction project planning.

By way of example,

The City will bill Marinwood on a time and materials basis for the following examples of work:

- Defensible space evaluations in District jurisdiction.
- Fuel reduction project planning on Marinwood open space. This includes site visits and office work, implementation, and contractor supervision.
- Coordination and supervision of resident direct assistance work. Work will typically be undertaken by a City-sponsored AmeriCorps Team.

Billable time includes:

- Travel time to and from evaluation area or fuel reduction project site.
- Defensible space evaluations.
- In-office completion and delivery of evaluation reports to resident.
- Coordination and scheduling of inspectors for work in the District.
- In office planning and development of fuel reduction projects.
- Fuel reduction project layout, and contractor supervision.

COMMUNITY OUTREACH:

The City and District will coordinate outreach efforts for specific projects.

FISCAL IMPACT:

The proposed Agreement articulates that the District will compensate the City for all agreed-upon services for defensible space evaluations and fuel reduction projects on a time and materials basis at the hourly rate plus benefits of each City employee providing services. The City will track employee time and expenses separately for each fuel reduction project. The District will make payment to the City on a quarterly basis within 30 days of receipt of an itemized invoice from the City.

Staff time for all services performed and required materials may be covered by Measure C/MWPA defensible space and local funds allocated to the District. While it is assumed that MWPA funds will be the primary source of funding, Marinwood retains the discretion of how to reimburse the City for billed costs.

The City will be providing services on a time and materials basis but will not be profiting from those services or recouping any costs associated with personnel training, outfitting, and vehicle upkeep. The City will already be assuming all fixed costs associated with personnel onboarding and daily operations to run its own defensible space evaluation program and fuel reduction projects and will not be building those costs into the time and materials rate. While this agreement does not provide a fiscal benefit to the City, the intent of the agreement is to continue building upon the existing partnership between the City and the District as the need for increased wildfire mitigation services arises.

City and District Projected MWPA FY 2021-22 Annual Budget

Agency	JPA Core 60%	JPA D-Space 20%	JPA Local 20%	Total Estimated Revenues
City of San Rafael	\$2,739,679	\$913,226	\$913,226	\$4,566,132
Marinwood CSD	\$193,236	\$64,412	\$64,412	\$322,060

OPTIONS:

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

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

RECOMMENDED ACTION:

Staff recommends the City Council adopt the resolution approving and authorizing the City Manager to execute the Agreement with the Marinwood Community Services District.

ATTACHMENTS:

1. Resolution Approving and Authorizing the City Manager to Execute an Agreement between the City of San Rafael and the Marinwood Community Services District for Defensible Space Services
2. Agreement
3. Exhibit A to Agreement-San Rafael Hourly Rate Plus Benefits
4. MWPA Zone Map

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND THE MARINWOOD COMMUNITY SERVICES DISTRICT FOR WILDFIRE PREVENTION SERVICES, INCLUDING DEFENSIBLE SPACE EVALUATIONS

WHEREAS, the City of San Rafael and the Marinwood Community Services District (District) have maintained a successful partnership since 1973 to provide shared fire protection and emergency services throughout their unified operational area; and

WHEREAS, the existing agreements between the City and the District focus on fire administration, fire suppression, Emergency Medical Services and structural prevention services, not wildfire prevention or mitigation; and

WHEREAS, in 2020, Marin County voters approved Measure C, a parcel tax to fund the establishment of the Marin Wildfire Prevention Authority (MWPA), a joint powers authority tasked with improving wildfire safety for all Marin residents, businesses, and visitors, and a portion of the tax is allocated to each member agency, including the City and the District for use for local and defensible space projects; and

WHEREAS, the District and the City now wish to build upon their existing relationship and enter into an agreement relating to shared wildfire prevention and mitigation services, including defensible space evaluations;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael approves and authorizes the City Manager to execute an agreement between the City of San Rafael and the Marinwood Community Services District for defensible space services in the form included with the staff report for this resolution, subject to final approval as to form by the City Attorney.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 3rd day of May 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND THE MARINWOOD
COMMUNITY SERVICES DISTRICT FOR DEFENSIBLE SPACE SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between the CITY OF SAN RAFAEL ("CITY") and the MARINWOOD COMMUNITY SERVICES DISTRICT ("DISTRICT")

WHEREAS, CITY and DISTRICT are contiguous local governmental agencies which each provide fire protection and emergency services within their respective jurisdictions; and

WHEREAS, since 1973 and as permitted by applicable law including but not limited to Government Code Sections 55631 through 55634, CITY and DISTRICT have entered into a series of cooperative agreements for the effective and efficient provision of fire and emergency services throughout a unified operational area, to their mutual advantage; and

WHEREAS, CITY and DISTRICT currently operate under agreements pursuant to which they share certain fire and emergency personnel and chief officers for the provision of fire and emergency services in their unified operational area; and

WHEREAS, as part of their fire and emergency services, CITY and DISTRICT each also perform property inspections and various vegetation management operations to provide and/or increase defensible space near structures, for the purpose of mitigating the risk of destructive wildfires (hereafter, "defensible space operations"); and

WHEREAS, the CITY and DISTRICT are both members of the Marin Wildfire Prevention Authority ("MWPA"), a joint powers authority established in 2019 to develop and implement a comprehensive wildfire prevention and emergency preparedness plan throughout almost all of Marin County; and

WHEREAS, the operations of the MWPA are funded by a parcel tax measure ("Measure C") adopted by the voters of Marin County on March 3, 2020; and

WHEREAS, the MWPA has authorized Measure C tax proceeds to be used to fund qualifying activities of MWPA member agencies, including funding for defensible space operations; and

WHEREAS, CITY has hired additional Fire Department staff to perform defensible space operations funded by the MWPA, and has sufficient capacity to be able to provide similar services to DISTRICT for properties within DISTRICT's jurisdiction, on a contract basis; and

WHEREAS, DISTRICT also receives funds from MWPA for defensible space operations and wishes to use a portion of those funds to compensate CITY for providing those services; and

WHEREAS, consistent with their history of cooperative fire protection services and their current shared services agreements, CITY and DISTRICT now wish to coordinate

their MWPA-funded defensible space operations on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. PROJECT COORDINATION.

A. CITY'S Project Manager. Quinn Gardner is hereby designated the Project Manager for CITY and shall supervise all aspects of the progress and execution of this Agreement at the sole expense of CITY. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Project Manager, for any reason, CITY shall notify DISTRICT within ten (10) business days of the substitution.

B. DISTRICT'S Project Manager. Eric Dreikosen is hereby designated as the Project Manager for DISTRICT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Project Manager, for any reason, DISTRICT shall notify CITY within ten (10) business days of the substitution.

2. SERVICES COVERED BY AGREEMENT.

CITY and DISTRICT intend this Agreement to apply only to services determined by DISTRICT, in its sole discretion, to qualify for funding by the MWPA's local and defensible space funding categories. CITY will not provide any services for DISTRICT under this Agreement unless CITY first provides DISTRICT with a cost estimate for the services, if available, and, regardless of whether such cost estimate is available or not, DISTRICT provides CITY with a written notice to proceed. Notwithstanding the parties' intention that services under this Agreement will qualify for MWPA local and defensible space funding, once DISTRICT provides CITY with a notice to proceed and the requested services are performed by CITY, DISTRICT will be required to compensate CITY as provided in this Agreement regardless whether such MWPA funding is finally provided to DISTRICT by the MWPA.

3. DUTIES OF CITY.

CITY will perform annual defensible space inspections and specific fuel reduction projects within DISTRICT'S jurisdiction as specifically requested by DISTRICT'S Project Manager. CITY at their sole expense will recruit, hire, and train staff to perform such services, and will have sole discretion over the salary and expenses paid to such staff. In connection with performing defensible space inspections, once CITY has prepared an inspection report for a particular property, CITY shall not be required to pursue any enforcement actions as to that property absent express agreement between the parties.

4. DUTIES OF DISTRICT.

DISTRICT shall not be required to request services from CITY pursuant to this Agreement, and it is understood that DISTRICT intends to contract directly with other service

providers for local and defensible space services whenever it is reasonably able to do so. Should DISTRICT decide to seek the services of another agency or vendor for specific projects, especially those that have historically been performed by CITY, DISTRICT shall give advance notice so that CITY can hire and plan for work accordingly. This notice shall be provided as soon as DISTRICT determines it will not utilize the services of CITY, but no less than 30 days beforehand.

5. COMPENSATION.

In consideration for the full performance of the services described herein by CITY DISTRICT will compensate CITY as follows:

A. For defensible space inspections, DISTRICT shall pay CITY on a time and materials basis at the then current Hourly Rate Plus Benefits of each CITY employee providing such direct services. The Hourly Rate Plus Benefits document attached hereto as Exhibit A and incorporated herein by reference is an example of the current Hourly Rate Plus Benefits amount. For purposes of this Agreement, the Hourly Rate Plus Benefits means the employee's hourly rate plus direct benefits paid or provided by CITY, inclusive of health and retirement benefits. CITY will track employee time and expenses when performing such defensible space inspections within DISTRICT'S jurisdiction. Rates will be subject to change in accordance with CITY publicly available pay schedule.

B. For services on fuel reduction projects, DISTRICT shall pay CITY on a time and materials basis at the then current Hourly Rate Plus Benefits of each CITY employee providing such direct services. CITY will track employee time and expenses separately for each fuel reduction project.

C. CITY will rebill DISTRICT for any costs incurred from third party vendors for work completed in DISTRICT provided DISTRICT has provided written notice to proceed with respect to such work in accordance with this Agreement.

D. DISTRICT will make payment to CITY quarterly within 30 days after receipt of itemized invoices submitted by CITY.

6. TERM OF AGREEMENT.

This Agreement shall be effective as of July 1, 2020 and shall continue in effect until such time as either party provides not less than 30 days' written notice of termination to the other party, or upon the effective date of the termination of the MWPA.

7. INSPECTION AND AUDIT.

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

8. 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.

9. INSURANCE.

CITY is self-insured for general liability up to \$750,000 and belongs to an excess insurance pool for additional coverage beyond that amount. CITY is self-insured for worker's compensation insurance coverage up to \$1,000,000 and has an excess liability policy for additional coverage. Upon request, CITY will provide DISTRICT with certificates evidencing such coverage.

10. INDEMNIFICATION.

To the fullest extent allowed by law, DISTRICT shall defend, indemnify and hold harmless CITY, its officers, agents and employees, while acting within the course and scope of their employment under this Agreement, from any liability or damage, including but not limited to reasonable attorneys' fees, arising from any acts or omissions of DISTRICT, its officers, agents and employees, except such liability or damage caused by the gross negligence or willful misconduct of CITY. 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.

To the fullest extent allowed by law, CITY shall defend, indemnify and hold harmless DISTRICT, its officers, agents and employees, while acting within the course and scope of their employment under this Agreement, from any liability or damage, including but not limited to reasonable attorneys' fees, arising from any acts or omissions of CITY, its officers, agents and employees, except such liability or damage caused by the gross negligence or willful misconduct of DISTRICT. 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.

11. NONDISCRIMINATION.

CITY and DISTRICT 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.

12. COMPLIANCE WITH ALL LAWS.

CITY 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. CITY shall release, defend, indemnify and hold harmless DISTRICT, its officers, agents, employees, and volunteers from any and all damages, liabilities, penalties,

finances, including reasonable attorneys' fees and costs, and all other consequences from any claims arising from or related to allegations of noncompliance or violation of any laws, ordinances, codes or regulations by CITY or any of its officers, agents and employees in connection with their performance of any work under this Agreement.

13. NO THIRD PARTY BENEFICIARIES.

CITY and DISTRICT 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.

14. 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 Project Manager:	Quinn Gardner, Emergency Manager 1375 Fifth Avenue San Rafael, CA 94901
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TO DISTRICT Project Manager:	Eric Dreikosen, District Manager 775 Miller Creek Road San Rafael, CA 94903
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15. STATUS OF CITY EMPLOYEES UNCHANGED.

DISTRICT and CITY expressly intend and agree that any services provided by CITY employees, agents, and volunteers pursuant to this Agreement are in the nature of contract services, and nothing in this Agreement shall be deemed to create an employment relationship between DISTRICT and CITY employees, agents, and volunteers.

16. 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 DISTRICT 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 DISTRICT and the CITY.

17. 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.

18. COSTS AND ATTORNEY'S FEES.

In any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, each party shall bear its own attorney's fees and costs expended in connection with such action.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE.

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

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

CITY OF SAN RAFAEL

**MARINWOOD COMMUNITY SERVICES
DISTRICT**

Jim Schutz, City Manager

Eric Dreikosen, District Manager

ATTEST:

ATTEST:

Lindsay Lara, City Clerk

Secretary to the Board of Directors

APPROVED AS TO FORM:

Robert F. Epstein, City Attorney

APPROVED AS TO FORM:

District Counsel

Exhibit A
San Rafael Hourly Rate Plus Benefits

Personnel Costs:

3.75%

1.11%

1.45%

1000

\$

115.00

\$

600.00

10%

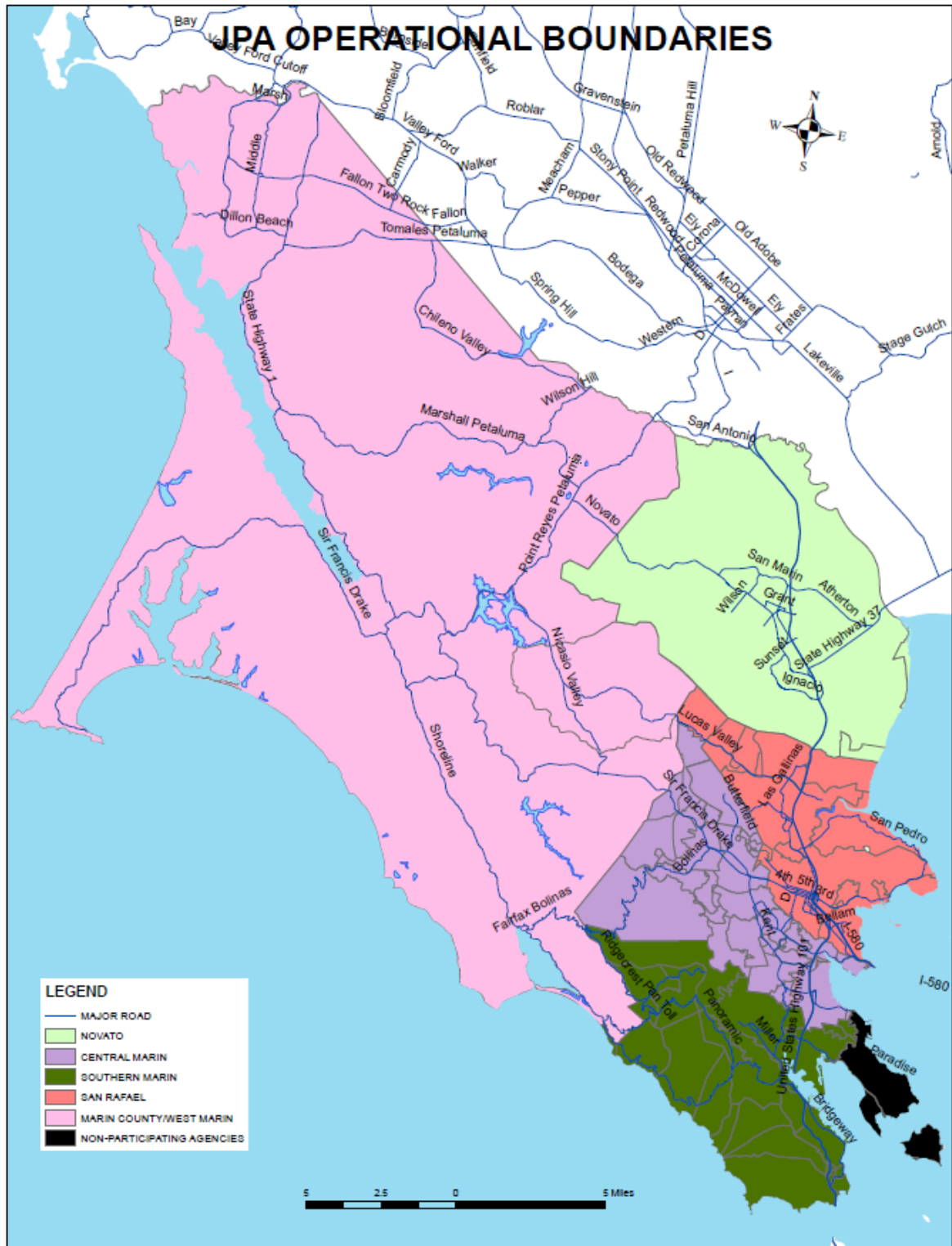
1950

3.75%

8.08%

1.45%

Position Type	Grade	Step	Hourly Rate	Annual Base Salary	PARS	WC	Medicare	Annual Salary-related Cost to City	Total Annual Cost Seasonal	Dental	Health	Leave Payout	Annual Benefit Cost to the City	Total Annual Cost Fixed-Term	Hourly Rate Plus Benefits
Full-Time Fixed-Term Non-Exempt	9909	A	\$ 30.00	\$ 58,500	\$ 2,194	\$ 649	\$ 848	\$ 3,691		\$ 1,380	\$ 7,200	\$ 6,000.00	\$ 14,580	\$ 76,771	\$ 39.37
	9909	B	\$ 31.50	\$ 61,425	\$ 2,303	\$ 682	\$ 891	\$ 3,876		\$ 1,380	\$ 7,200	\$ 6,300.00	\$ 14,880	\$ 80,181	\$ 41.12
	9909	C	\$ 33.08	\$ 64,506	\$ 2,419	\$ 716	\$ 935	\$ 4,070		\$ 1,380	\$ 7,200	\$ 6,616.00	\$ 15,196	\$ 83,772	\$ 42.96
	9909	D	\$ 34.73	\$ 67,724	\$ 2,540	\$ 752	\$ 982	\$ 4,273		\$ 1,380	\$ 7,200	\$ 6,946.00	\$ 15,526	\$ 87,523	\$ 44.88
	9909	E	\$ 36.47	\$ 71,117	\$ 2,667	\$ 789	\$ 1,031	\$ 4,487		\$ 1,380	\$ 7,200	\$ 7,294.00	\$ 15,874	\$ 91,478	\$ 46.91
	9909	F	\$ 38.29	\$ 74,666	\$ 2,800	\$ 829	\$ 1,083	\$ 4,711		\$ 1,380	\$ 7,200	\$ 7,658.00	\$ 16,238	\$ 95,615	\$ 49.03
	9909	G	\$ 40.20	\$ 78,390	\$ 2,940	\$ 870	\$ 1,137	\$ 4,946		\$ 1,380	\$ 7,200	\$ 8,040.00	\$ 16,620	\$ 99,956	\$ 51.26
	9909	H	\$ 42.21	\$ 82,310	\$ 3,087	\$ 914	\$ 1,193	\$ 5,194		\$ 1,380	\$ 7,200	\$ 8,442.00	\$ 17,022	\$ 104,525	\$ 53.60
	9909	I	\$ 44.32	\$ 86,424	\$ 3,241	\$ 959	\$ 1,253	\$ 5,453		\$ 1,380	\$ 7,200	\$ 8,864.00	\$ 17,444	\$ 109,321	\$ 56.06
	9909	J	\$ 46.54	\$ 90,753	\$ 3,403	\$ 1,007	\$ 1,316	\$ 5,727		\$ 1,380	\$ 7,200	\$ 9,308.00	\$ 17,888	\$ 114,368	\$ 58.65
Temporary/Seasonal	9908	A	\$ 20.00	\$ 20,000	\$ 750	\$ 1,616	\$ 290	\$ 2,656	\$ 22,656						\$ 22.66
	9908	B	\$ 20.90	\$ 20,900	\$ 784	\$ 1,689	\$ 303	\$ 2,776	\$ 23,676						\$ 23.68
	9908	C	\$ 21.84	\$ 21,840	\$ 819	\$ 1,765	\$ 317	\$ 2,900	\$ 24,740						\$ 24.74
	9908	D	\$ 22.82	\$ 22,820	\$ 856	\$ 1,844	\$ 331	\$ 3,030	\$ 25,850						\$ 25.85
	9908	E	\$ 23.85	\$ 23,850	\$ 894	\$ 1,927	\$ 346	\$ 3,167	\$ 27,017						\$ 27.02
	9908	F	\$ 24.92	\$ 24,920	\$ 935	\$ 2,014	\$ 361	\$ 3,309	\$ 28,229						\$ 28.23
	9908	G	\$ 26.05	\$ 26,050	\$ 977	\$ 2,105	\$ 378	\$ 3,459	\$ 29,509						\$ 29.51
	9908	H	\$ 27.22	\$ 27,220	\$ 1,021	\$ 2,199	\$ 395	\$ 3,615	\$ 30,835						\$ 30.83
	9908	I	\$ 28.44	\$ 28,440	\$ 1,067	\$ 2,298	\$ 412	\$ 3,777	\$ 32,217						\$ 32.22
	9908	J	\$ 29.72	\$ 29,720	\$ 1,115	\$ 2,401	\$ 431	\$ 3,947	\$ 33,667						\$ 33.67





SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No:5.d

Meeting Date: May 3, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: _____

TOPIC: MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, INC. FOR DESIGN AND ENVIRONMENTAL ENGINEERING SERVICES ASSOCIATED WITH THE MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$50,090

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a first amendment to the agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. (Schaaf & Wheeler) for design and environmental engineering services in an additional amount not to exceed \$50,090, increasing the total not-to-exceed amount under the agreement to \$185,634.

BACKGROUND:

In order to comply with California law related to the removal of trash from waterways, the City must install, operate, and maintain a network of certified full trash capture systems that filter debris prior to water entering the Bay. The City is required to comply with these provisions by December 2030.

On October 19, 2020, the City Council awarded a professional services agreement to Schaaf & Wheeler to conduct a feasibility study of two stormwater pump stations in the Canal neighborhood to ascertain which location may be best suited for installation of a full trash capture device. The draft feasibility study was reviewed by staff of both the City and the County of Marin, the local agency who manages the Marin County Stormwater Pollution Prevention Program (MCSTOPPP), at which time the alternatives were informally presented to various environmental regulatory agencies.

ANALYSIS: The draft feasibility study provided five alternatives for installing a full trash capture device. After weighing the pros and cons of each alternative, which considered among other things costs, ease of maintenance, and environmental impacts, staff have selected alternative 5, which is to pursue installation of a trash capture device downstream of the Kerner Boulevard stormwater pump station. The device would be located at Pickleweed Park near the San Rafael Canal and will not impact the public's enjoyment of the park.

With alternative 5 selected as the preferred option, the City desires to more fully study this location to further understand the hydraulic impacts on the stormwater pump station as well as a

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

refined understanding of the environmental impacts. To this end, Schaaf & Wheeler have provided a proposed amendment to the contract to perform 1) hydraulic modeling of the storm drain system in the Canal neighborhood; and 2) an aquatic resources mitigation analysis. This additional effort will delineate protected wetlands and how to mitigate impacts from the project. Additional consultation with environmental regulatory agencies is necessary. Better understanding the mitigation requirements imposed upon the City for this project will allow the design team to develop a refined cost estimate and allow staff to budget accordingly.

FISCAL IMPACT: The additional consultant's fee of \$50,090 will be paid from the Gas Tax Fund (Fund #206). Appropriations shall be increased in fund #206 by \$50,090.

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

1. Adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Schaaf & Wheeler.
2. Do not accept the proposal and provide further direction to staff.

ATTACHMENT:

1. Resolution
2. Amendment and corresponding Exhibit A

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, INC. FOR DESIGN AND ENVIRONMENTAL ENGINEERING SERVICES ASSOCIATED WITH THE MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$50,090

WHEREAS, the City Council adopted Resolution number 14864 on October 19, 2020, authorizing the City Manager to enter into a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. in an amount not to exceed \$135,544 for design and environmental engineering services associated with the MCSTOPPP Full Trash Capture Device Project; and

WHEREAS, the City requires further study of one of the five design alternatives prior to finalizing the feasibility study and commencing design; and

WHEREAS, staff received a proposal from Schaaf & Wheeler Consulting Civil Engineers, Inc. for said services in an additional amount of \$50,090 bringing the total not-to-exceed contract amount to \$185,634 (Exhibit “A” to the First Amendment); and

WHEREAS, staff has reviewed the proposal and found it to be complete and within industry standards;

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

1. The Council hereby approves and authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. for additional design and environmental engineering services in the amount of \$50,090 and a revised total contract value not to exceed \$185,634, in the form included in the staff report for this resolution.

2. Funds totaling \$50,090 will be appropriated for this project from the Gas Tax fund (Fund #206).
3. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 3rd day of May 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, INC. FOR DESIGN AND
ENVIRONMENTAL ENGINEERING SERVICES ASSOCIATED WITH THE
MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2021.

RECITALS

WHEREAS, pursuant to City Council Resolution No. 14864, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated October 30, 2020 to perform design and environmental engineering services in connection with **CITY’S** project to install a full trash capture device, for an amount not to exceed \$135,544 (the “Agreement”); and

WHEREAS, **CITY** requires additional design and environmental engineering services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services;

AMENDMENT TO AGREEMENT

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

1. Article 2 of the Agreement, entitled “DUTIES OF CONSULTANT” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal entitled “MCSTOPPP/San Rafael Trash Capture Project Add-Scope” dated March 25, 2021, attached to this First Amendment as Exhibit “A” and incorporated herein by reference.
2. Article 4 of the Agreement, entitled “COMPENSATION” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit “A” to this First Amendment, on a time and materials basis in accordance with the “San Rafael MCSTOPPP Full Trash Capture Device Project Add Scope Fee March 2021” table included in Exhibit “A”, in a not-to-exceed amount of \$50,090, and to change the total not-to-exceed amount under the Agreement to \$185,634.

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

JIM SCHUTZ, City Manager

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

CONSULTANT

By: _____

Name: _____

Title: _____

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

By: _____

Name: _____

Title: _____

Exhibit A

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

870 Market Street, Suite 1278
San Francisco, CA 94102-2906
415-433-4848
FAX 415-433-1029

March 25, 2021

Hunter Young, PE
Assistant Public Works Director/City Engineer
Department of Public Works
City of San Rafael
(415) 485-3408
hunter.young@cityofsanrafael.org

Subject: MCSTOPPP/San Rafael Trash Capture Project Add-Scope

Dear Mr. Young:

Under existing scope, Schaaf & Wheeler has identified the need to perform hydraulic modeling and aquatic resource mitigation analysis to better inform the selection of a location for a full trash capture device on the City's storm drain system. This scope presented herein is in addition to the existing contract.

The following scope of services is proposed:

Task 1: Hydraulic Modeling

Schaaf & Wheeler will review the City's existing storm drain GIS data for the network draining to the Kerner and San Quentin pump stations. An exhibit of data gaps necessary for hydraulic modeling will be provided to the City. This scope assumes one half day of field investigation necessary to obtain missing data. This scope assumes the City will provide pump station data for San Quentin pump station.

The updated GIS network will be entered into a hydraulic model (MikeUrban or similar). 10-year and 5-year hydrology will be developed for the watershed. An existing conditions model will be built. Based on the existing conditions model, the pump station impacts associated with the trash capture device alternative 5 (downstream Kerner), will be added to produce a post-project model.

Node flood mapping of the existing and post-project models will be presented in a memorandum to represent the impacts of the trash capture project alternative 5. Concepts for mitigation of impacts will be included in the memorandum. This scope includes one meeting with stakeholders to discuss the results.

Task 2: Aquatic Resources Mitigation Analysis

This task includes the aquatic resources delineation and agency consultation needed to determine the approximate extent and cost of mitigation requirements for the Kerner Outfall Alternative.

2.1 – Field Delineation

NCE field specialists will conduct a field delineation to map and describe the type, location, and boundary of aquatic resources within the Project boundary following the USACE 1987 Wetlands Manual. As part of NCE's field delineation the potential for minimizing impacts will be evaluated and mitigation opportunities or sites in the area will be identified (if they exist). We anticipate this will require two field scientists in the field for 8 hours.

2.2 – Impact Analysis

The map developed in Task 2.1 and data will be overlaid on the draft conceptual plan provided by Schaaf & Wheeler, which shows anticipated temporary construction and permanent facility locations at the Kerner site. This will identify where disturbance within the Ordinary High Water Mark (OWHM) of the canal may occur. NCE will assess impacts to identified aquatic resources based on the proposed design, footprint, and likely construction methods for the Full Trash Capture device. Temporary and permanent impact areas will be calculated to determine what mitigation may be required.

2.3 – Identify Mitigation Opportunities

The federal wetlands rule requires no net loss of wetlands, with typically a minimum 1.5:1 to 3:1 mitigation ratio. On site mitigation is the first priority, with approval of off-site mitigation typically more challenging to negotiate with the regulatory agencies. This task will involve analysis of the data retrieved to determine the extent of possible on-site mitigation. If opportunities for on-site mitigation are inadequate to meet up to the 3:1 ratio that could be required, NCE will consult with the City to identify potential off-site opportunities.

2.4 - Facilitate Mitigation Discussion with Regulatory Agencies

Following completion of Tasks 2.1 through 2.3, NCE will prepare an aquatic resources technical memorandum describing the results of delineation and proposed impact amounts, including the aquatic resources identified, potential temporary and permanent impacts, and recommended opportunities for minimization or mitigation to use for agency consultation on potential mitigation requirements. NCE will then coordinate with federal, state, and local agencies determined at the March 4, 2021 meeting to have regulatory authority over the Project. These agencies include the California Department of Fish and Wildlife (CDFW), San Francisco Regional Water Quality Control Board (SFRWQCB), United States Army Corps of Engineers (USACE), and the United States Fish and Wildlife Service (USFWS). NCE will invite the agencies, the City and Schaaf & Wheeler to a mitigation discussion to be held on-site at the Kerner Outfall location. Feedback from this Interagency meeting will provide the information necessary to develop a potential scope of mitigation required for the Kerner Alternative.

NCE will develop a Project specific Environmental Tracker to document and track current and future consultations, communications, primary contacts, acquired information, and requirements for the Kerner Outfall Alternative. The Environmental Tracker will also be used to document the status of permit applications and reviews once a final alternative is selected.

2.5 – Summary Kerner Mitigation Memorandum for City

Assuming direction is received from the agencies regarding mitigation that will be required for the Kerner Alternative, NCE will document level of effort and costs for mitigation at this site. This information will be presented in a summary memo for integration with Schaaf & Wheeler's additional analysis for the City's use in selecting their preferred alternative.

Assumptions:

- Two NCE field scientists will conduct delineation at the Kerner site in one day.
- The reporting format will be a 'technical memorandum' based on a conceptual design and would not meet the requirements of a full USACE Aquatic Resources Delineation Report.
- NCE anticipates up to 20 hours of coordination meetings/calls/interactions/etc.
- Existing available data will be used to establish storm drain infrastructure elevations, locations, and associated flooding levels.

Deliverables:

- Aquatic Resources Technical Memorandum
- Field Meeting Summary
- Agenda for the Interagency Consultation Field Meeting that includes results of delineation and proposed impact amounts (PDF format and printed copies)
- Environmental Tracker (Excel format)
- Summary Kerner Mitigation Memorandum

Task 3: Coordination

This task includes meeting preparation and coordination meetings with MCSTOPP and permitting agencies.

The budget for the scope of services is based on time and materials not to exceed \$50,090 per the attached fee table with charge rates based on the original contract.

If you have any questions, or require additional information, please contact me.

Sincerely,

Schaaf & Wheeler

A handwritten signature in black ink, appearing to read 'B Shick', written over a horizontal line.

Ben Shick, PE
Vice President

San Rafael MCSTOPPP Full Trash Capture Device Project AddScope Fee March 2021		Schedule of Hours and Rates by Task					NCE (Environmental Consultant)	Kier & Wright (Surveyors)	Cal Eng & Geo (Geotechnical Engineers)	BessTest Labs (Pothing)	Subsconsultant Markup (10%)	Total
		Schaaf & Wheeler				Schaaf & Wheeler Subtotal						
		Principal Project Manager	Senior Project Manager	Associate Engineer	Assistant Engineer							
		\$240	\$225	\$190	\$175							
Task 1	Project Management	18	28	68	4	\$ 24,240	\$ 23,500	\$ -	\$ -	\$ -	\$ 2,350	\$ 50,090
1	Hydraulic Modeling	8	16	56		\$ 16,160					\$ -	\$ 16,160
2	Aquatic Resources Analysis	2	2			\$ 930	\$ 23,500				\$ 2,350	\$ 26,780
3	Coordination	8	10	12	4	\$ 7,150					\$ -	\$ 7,150
TOTAL		18	28	68	4	\$24,240	\$23,500	\$0	\$0	\$0	\$2,350	\$ 50,090



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 5.e

Meeting Date: May 3, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

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

City Manager Approval: _____

**TOPIC: SENATE BILL 1, ROAD MAINTENANCE AND REHABILITATION ACCOUNT
(RMRA): FY 2021-22 PROJECTS**

**SUBJECT: RESOLUTION APPROVING THE FY 2021-22 PROJECTS LIST FOR SENATE
BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

RECOMMENDATION: Adopt a resolution approving the FY 2021-22 projects list for Senate Bill 1: The Road Repair and Accountability Act, and appropriating funding for listed projects.

BACKGROUND: For years, California's streets and roads have been tremendously underfunded, and municipalities and agencies have deferred needed maintenance on state and local roads. The state gasoline tax (a percentage tax on each gallon of gas purchased) is the largest source of funding for local road maintenance and infrastructure projects and two major factors have contributed to a loss in revenue over the years statewide: (1) gas prices have fallen significantly and remained low since 2013; and (2) vehicles are becoming more fuel efficient.

Former California Governor Jerry Brown signed Senate Bill 1: The Road Repair and Accountability Act on April 28, 2017 to address the need for additional funding for transportation and infrastructure in California. Senate Bill 1:

- Increases per gallon fuel excise taxes
- Increases diesel fuel sales taxes and vehicle registration fees
- Provides for inflationary adjustments to tax rates in future years

Senate Bill 1 requires cities and counties to provide basic annual project reporting to the California Transportation Commission (CATC) for all projects that will utilize the new SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding.

In addition, prior to receiving RMRA funds for the fiscal year, a city or county must submit to the CATC a list of projects proposed to be funded with new RMRA funds. The proposed projects must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting. The approval of this City Council resolution is required in order to meet the deadline to submit the list of eligible projects for the 2021-22 fiscal year to the CATC by July 1, 2021.

At the conclusion of each fiscal year in which RMRA funds are received and expended, cities and counties must submit documentation to the CATC that includes the following information for each completed RMRA project:

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

- A description including location;
- Total cost;
- Completion date; and
- Estimated useful life of the improvement.

ANALYSIS: The passage of Senate Bill 1 nearly doubled the revenues the City of San Rafael receives from the state for local road infrastructure and transportation improvement projects, from roughly \$1.1 million per year to \$2.2 million. The additional funding available is factored into the City's capital project planning in the [Capital Improvement Program](#) (CIP).

Per the state guidelines, RMRA funds may be used towards "Complete Street" components, in addition to direct repairs to streets and roads. These may include pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project.

The following table summarizes the City of San Rafael RMRA funds received and spent to date for specified projects:

FY 2017-18 Beginning Year Balance	\$0
Revenues	\$356,507
Expenditures	\$16,094
Lincoln Ave Curb Ramps	\$4,319
Smith Ranch Road Resurfacing	\$7,769
Merrydale Promenade	\$4,006
 FY 2018-19 Beginning Year Balance	 \$340,413
Revenues	\$1,112,230
Expenditures	\$77,267
Lincoln Ave Curb Ramps	\$40,258
Merrydale Promenade	\$37,009
 FY 2019-20 Beginning Year Balance	 \$1,375,376
Revenues	\$1,003,873
Expenditures	\$88,973
Lincoln Ave Curb Ramps	\$1,931
Smith Ranch Road Resurfacing	\$81,251
Merrydale Promenade	\$5,791
 FY 2020-21 Beginning Year Balance	 \$2,290,276
Revenues	\$1,071,580
Expenditures (estimated)	\$1,095,651
Lincoln Ave Curb Ramps	\$18,787
Smith Ranch Road Resurfacing	\$1,038,391
Merrydale Promenade	\$8,473
Francisco Blvd East Resurfacing	\$30,000
 FY 2021-22 Beginning Year Balance (estimated)	 <u>\$2,266,205</u>

Staff anticipates the City will receive \$1,173,580 in RMRA funding in FY 2021-22. The FY 2021-22 funds will be utilized for the **Third Street Rehabilitation and Francisco Blvd East Resurfacing** projects.

See Attachment 1 for descriptions and detail for the FY 2021-22 RMRA project list.

FISCAL IMPACT: RMRA revenues will be deposited into the Gas Tax Fund (#206), and projects will be expended from the Gas Tax Fund (#206). Expenditure details for all RMRA projects will be submitted to the state on an annual basis per the Road Repair and Accountability Act guidelines.

Finally, there is a Maintenance of Effort (MOE) requirement with receiving RMRA funding. Pursuant to Streets and Highways Code Section 2036, a city or county must annually expend from its general fund for street, road, and highway purposes an amount not less than the annual average of its expenditures from its general fund during fiscal years 2009–10, 2010–11, and 2011–12. If a city or county fails to meet the MOE in a fiscal year, they can make it up in the following fiscal year.

The following are the City's general fund expenditures in street and road repair for the three fiscal years used for the MOE:

	FY 2009-10	FY 2010-11	FY 2011-12	AVERAGE
Annual street and road expenditures	\$3,286,015	\$2,131,621	\$3,516,476	\$2,978,037

Figures are based on the numbers reported to the State Controller's Office in the annual streets and roads report. The City has satisfied the MOE requirement for RMRA funds as streets and roads expenditures are currently higher than the FY 2009-10 to FY 2011-12 average. The FY 2020-21 general fund budget for the Streets Maintenance Division (personnel and non-personnel) is \$3,049,726.

OPTIONS:

1. Adopt the resolution which approves FY 2021-22 projects list funded by Senate Bill 1 (RMRA).
2. Do not adopt the resolution and direct staff to revise the list of RMRA-funded projects.
3. Do not adopt the resolution and provide direction to staff.

RECOMMENDATION:

Adopt a resolution approving the FY 2021-22 projects list for Senate Bill 1: The Road Repair and Accountability Act, and appropriating funding for listed projects.

ATTACHMENTS:

1. Resolution including FY 2021-22 Project List
2. Estimated RMRA funding for San Rafael (California City Finance)

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING THE FY 2021-22 PROJECTS LIST FOR SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of San Rafael are aware of the projects proposed for funding in our community and of which projects have been completed each fiscal year; and

WHEREAS, prior to receiving funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1, the City Council must adopt a resolution listing all San Rafael projects proposed to receive RMRA funding, including a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,173,580 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, the funding from SB 1 for Fiscal Year 2021-22 will help the City to maintain and rehabilitate streets and roads, essential roadway drainage projects, and bicycle and pedestrian improvements throughout the City this year; and

WHEREAS, without revenue from SB 1, the City, would have otherwise been unable to fund these important transportation improvements and projects; and

WHEREAS, the SB 1 project list, and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will all have significant positive co-benefits statewide;

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

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the Fiscal Year 2021-22 list of projects planned to be funded with SB 1 revenues, as follows:

Third Street Rehabilitation

Project Description: The project will remove and replace the top 3"-4" of asphalt, install new roadway striping, storm drain structures, traffic signal upgrades, wheelchair ramps to comply with federal law, two-way cycle track from West Street to Shaver Street, raised intersections, and safety lighting. This project is a high priority since the funding will be used to support a larger funding source from the Transportation Authority of Marin. Once completed, the useful life of this newly paved asphalt is approximately 20 years.

Project Location: The project will resurface Third Street from Union Street to the intersection of Second Street/West Street.

Proposed Schedule for Completion: Construction will take place fall 2022 or spring 2023.

Francisco Blvd East Resurfacing

Project Description: The project will involve the full resurfacing of Francisco Blvd East. The project will remove and replace the top 4" of asphalt and install new roadway striping. Once completed, the useful life of this newly paved asphalt is approximately 20 years.

Project Location: The project will resurface Francisco Blvd East from Vivian Street to Grand Avenue

Proposed Schedule for Completion: Construction will take place fall 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 said City on the 3rd day of May 2021, by the following vote, to wit:

AYES: **COUNCIL MEMBERS:**

NOES: **COUNCIL MEMBERS:**

ABSENT: **COUNCIL MEMBERS:**

Lindsay Lara, City Clerk

Local Streets and Roads - Projected FY2021-22 Revenues

Based on State Dept of Finance statewide revenue projections January 2021

Estimated January 2021

Estimated January 2021	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
MADERA COUNTY								
CHOWCHILLA	165,565	107,883	41,289	137,289	4,000	456,027	366,307	822,333
MADERA	586,739	382,322	134,113	486,534	7,500	1,597,208	1,298,139	2,895,347
MARIN COUNTY								
BELVEDERE	18,975	12,364	12,661	15,735	1,000	60,735	41,982	102,717
CORTE MADERA	88,754	57,833	41,569	73,597	3,000	264,753	196,366	461,118
FAIRFAX	68,207	44,444	33,057	56,558	2,000	204,265	150,905	355,170
LARKSPUR	111,113	72,402	50,832	92,137	3,000	329,483	245,833	575,316
MILL VALLEY	129,638	84,472	58,506	107,498	3,000	383,114	286,818	669,932
NOVATO	478,047	311,497	202,846	396,404	7,500	1,396,295	1,057,661	2,453,956
ROSS	22,314	14,540	14,044	18,504	1,000	70,403	49,370	119,773
SAN ANSELMO	113,975	74,267	52,018	94,510	3,000	337,770	252,166	589,935
SAN RAFAEL	530,441	345,638	224,552	439,850	7,500	1,547,980	1,173,580	2,721,561
SAUSALITO	65,512	42,688	31,941	54,324	2,000	196,465	144,943	341,408
TIBURON	82,703	53,890	39,062	68,579	2,000	246,234	182,977	429,211
MARIPOSA COUNTY								
MENDOCINO COUNTY								
FORT BRAGG	66,060	43,045	32,428	54,778	2,000	198,311	146,155	344,466
POINT ARENA	4,090	2,665	6,511	3,392	1,000	17,657	9,049	26,707
UKIAH	143,957	93,803	65,007	119,372	4,000	426,139	318,500	744,639
WILLITS	44,134	28,758	23,258	36,597	1,000	133,747	97,645	231,392
MERCED COUNTY								
ATWATER	278,003	181,148	82,562	230,525	6,000	778,238	615,071	1,393,309
DOS PALOS	48,949	31,895	18,492	40,589	2,000	141,925	108,297	250,222
GUSTINE	51,979	33,870	19,339	43,102	2,000	150,289	115,001	265,290
LIVINGSTON	130,839	85,255	41,398	108,494	3,000	368,986	289,476	658,462
LOS BANOS	370,123	241,174	108,329	306,912	6,000	1,032,538	818,883	1,851,422
MERCED	769,522	501,424	220,047	638,100	7,500	2,136,593	1,702,538	3,839,131
MODOC COUNTY								
ALTURAS	24,973	16,273	11,967	22,189	1,000	76,402	55,253	131,655
MONO COUNTY								
MAMMOTH LAKES	72,738	47,397	57,918	1,912,334	2,000	2,092,387	160,931	2,253,318
MONTEREY COUNTY								
CARMEL-BY-THE-SEA	35,221	22,950	14,289	29,206	1,000	102,665	77,925	180,590
DEL REY OAKS	15,318	9,981	8,927	12,702	1,000	47,928	33,890	81,818
GONZALES	76,652	49,947	25,451	63,561	2,000	217,610	169,589	387,199
GREENFIELD	159,090	103,664	47,660	131,920	4,000	446,333	351,980	798,314
KING CITY	130,070	84,754	39,842	107,857	3,000	365,524	287,776	653,300
MARINA	202,800	132,145	59,436	168,165	5,000	567,546	448,687	1,016,234
MONTEREY	251,307	163,753	72,504	208,388	6,000	701,952	556,007	1,257,959
PACIFIC GROVE	140,309	91,426	42,600	116,347	4,000	394,682	310,428	705,110
SALINAS	1,438,134	937,094	392,245	1,192,524	10,000	3,969,997	3,181,817	7,151,814
SAND CITY	3,507	2,285	5,745	2,908	1,000	15,445	7,759	23,204
SEASIDE	298,374	194,422	85,184	247,417	6,000	831,397	660,141	1,491,538
SOLEDAD	230,379	150,116	66,866	191,034	6,000	644,396	509,706	1,154,102
NAPA COUNTY								
AMERICAN CANYON	182,235	118,745	59,473	151,112	5,000	516,564	403,187	919,752
CALISTOGA	48,171	31,389	19,252	39,944	2,000	140,756	106,577	247,334
NAPA	702,207	457,561	215,472	582,282	7,500	1,965,022	1,553,607	3,518,630
SAINT HELENA	54,178	35,303	21,054	44,926	2,000	157,461	119,868	277,329
YOUNTVILLE	25,910	16,883	12,573	21,485	1,000	77,851	57,325	135,176



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 5.f

Meeting Date: May 3, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

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

City Manager Approval: _____

File No.: 16.01.296

TOPIC: CANAL NEIGHBORHOOD PEDESTRIAN IMPROVEMENTS PROJECT

SUBJECT: RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE CANAL NEIGHBORHOOD PEDESTRIAN IMPROVEMENTS PROJECT, CITY PROJECT NO. 11381, TO TEAM GHILOTTI, INC. IN THE AMOUNT OF \$673,141, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$86,859, FOR A TOTAL APPROPRIATED AMOUNT OF \$760,000

RECOMMENDATION: Adopt the resolution awarding and authorizing the City Manager to execute a construction agreement for the Canal Neighborhood Pedestrian Improvements Project to Team Ghilotti, Inc. in the amount of \$673,141 and authorizing contingency funds in the amount of \$86,859, for a total appropriated amount of \$760,000.

BACKGROUND: Pedestrian safety is of paramount importance to the City of San Rafael. Over the past two years, the City received multiple grants from the Transportation Authority of Marin (TAM) to improve crosswalks at key locations in the Canal neighborhood as well as on Mission Avenue behind San Rafael High School.

Proposed improvements and safety enhancements include: ADA curb ramps, rectangular rapid flashing beacons (RRFB's), quick-build bulb outs, street lighting, and restriping of crosswalks with new, high visibility striping in seven locations including Medway Road and Mill Street, Medway Road and Front Street, Belvedere Street and Vivian Street, Kerner Boulevard and Sonoma Street, Canal Street-Spinnaker Point Drive and Bahia Way, Bellam Boulevard and Vista del Mar, and Bellam Boulevard and Winward Way (street light improvements only).

TAM also authorized staff to construct pedestrian improvements at Mission Avenue and Park Street, and Mission Avenue and Alice Street to support safe access to San Rafael High School. On March 25, 2021, the project was advertised in accordance with San Rafael's Municipal Code.

ANALYSIS: On April 20, 2021, the following bids were received and read aloud:

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

<u>NAME OF BIDDER</u>	<u>AMOUNT</u>
Team Ghilotti, Inc.	\$673,141
Ghilotti Bros., Inc.	\$718,788
Ray's Electric	\$719,000
CF Contracting	\$735,537
ASG Builders	\$779,923
J.A. Gonsalves & Son Construction, Inc.	\$982,810

The construction bids have been reviewed by Public Works staff and the low bid from Team Ghilotti, Inc. in the amount of \$673,141 was found to be both responsive and responsible. City staff recommends awarding the construction contract to Team Ghilotti, Inc. for the amount bid, and also recommends the City Council authorize a construction contingency of approximately thirteen percent in an amount of \$86,859, for a total authorized amount of \$760,000.

PUBLIC OUTREACH: Staff presented this project to the Canal Community Resilience Council (CCRC) on November 11, 2020 and to the Bicycle and Pedestrian Advisory Committee (BPAC) on June 3, 2020 and August 5, 2020.

FISCAL IMPACT: Staff proposes to fund construction of this project utilizing \$348,000 in TAM Measure A grant funds, \$35,000 in Gas Tax funds (Fund #206), and \$377,000 in Traffic Mitigation funds (Fund #246).

OPTIONS:

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 by approximately two months.
3. Do not award the contract and provide direction to staff.

RECOMMENDED ACTION: Adopt the resolution awarding and authorizing the City Manager to execute a construction agreement for the Canal Neighborhood Pedestrian Improvements Project to Team Ghilotti, Inc. in the amount of \$673,141 and authorizing contingency funds in the amount of \$86,859, for a total appropriated amount of \$760,000.

ATTACHMENTS:

1. Resolution awarding the construction agreement to Team Ghilotti, Inc.

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE CANAL NEIGHBORHOOD PEDESTRIAN IMPROVEMENTS PROJECT, CITY PROJECT NO. 11381, TO TEAM GHILOTTI, INC. IN THE AMOUNT OF \$673,141, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$86,859, FOR A TOTAL APPROPRIATED AMOUNT OF \$760,000

WHEREAS, on the 25th day of March 2021, 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:

“Canal Neighborhood Pedestrian Improvements Project”

City Project No. 11381

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

WHEREAS, the bid of \$673,141 from Team Ghilotti, 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 \$86,858;

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

1. The plans and specifications for the “Canal Neighborhood Pedestrian Improvements Project”, City Project No. 11381 on file in the Department of Public Works, are hereby approved.
2. The City Manager is authorized and directed to execute a contract with Team Ghilotti, 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.

3. Funds for project totaling \$760,000, which includes the construction award amount and contingency, will be appropriated for City Project No. 11381, using \$348,000 in TAM Measure A grant funds, \$35,000 in Gas Tax funds (Fund #206), and \$377,000 in Traffic Mitigation funds (Fund #246).
4. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 3rd day of May 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

File No.: 16.01.296

LINDSAY LARA, City Clerk



**Proclamation
in Recognition of
NATIONAL POLICE WEEK 2021**

- WHEREAS,** The Congress and President of the United States have designated May 15, 2021 as Peace Officers' Memorial Day, and May 9th to 15th, 2021 as National Police week; and
- WHEREAS,** the members of the San Rafael Police Department play an essential role in safeguarding the rights and freedoms of all those residing in or visiting San Rafael; and
- WHEREAS,** it is important that all residents know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of the Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and
- WHEREAS,** the women and men of the San Rafael Police Department unceasingly provide a vital public service.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of San Rafael call upon all patriotic, civic and educational organizations to observe the week of May 9 to 15, 2021 as National Police Week with appropriate ceremonies and observances in which all people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of residents.

FURTHERMORE, we call upon all residents of San Rafael to recognize Saturday, May 15, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty and let us recognize and pay respect to the survivors of our fallen heroes.



Mayor



**Proclamation
in Recognition of
PUBLIC SERVICE RECOGNITION WEEK
May 9 — 15, 2021**

- WHEREAS,** Public Service Recognition Week has been celebrated since 1985 and is a time set aside to honor the women and men who serve our nation as federal, state, county, and local government employees; and
- WHEREAS,** public employees take not only jobs, but oaths and commitments to serve their communities in professional, compassionate and creative ways, and without these public servants at all levels, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and
- WHEREAS,** employees of the City of San Rafael serve the residents of our community with the highest degree of innovation, professionalism, efficiency, integrity, accountability, and commitment by working in alignment with the Together San Rafael guiding principles; and
- WHEREAS,** public employees have much to offer, as demonstrated by their expertise and innovative ideas, and serve as examples by passing on institutional knowledge to train the next generation of public servants; and
- WHEREAS,** employees of the City of San Rafael work to maintain and improve the City's infrastructure, ensure the physical safety of San Rafael residents, preserve and enhance the health of all residents, conserve and promote the natural beauty of San Rafael's environment, provide recreation, child care and library programs, and support the diversity of the City; and
- WHEREAS,** our city, state and nation are deeply indebted to the women and men who devote themselves to public service and make incalculable contributions to our city's quality of life.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of San Rafael proclaim May 9 through May 15, 2021, as Public Service Recognition Week, and extend their gratitude on behalf of a thankful and supportive community to all public service workers.



Mayor



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 7.a

Meeting Date: May 3, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development Department

Paul A. Jensen

Prepared by: Paul A. Jensen, AICP [SK]
Community Development Director

City Manager Approval: *AS*

TOPIC: BIOMARIN DEVELOPMENT AGREEMENT

SUBJECT: RESOLUTION APPROVING THE FIRST ANNIVERSARY ANNUAL REPORT FOR THE EXECUTED DEVELOPMENT AGREEMENT (ORDINANCE 1982) BETWEEN BIOMARIN PHARMACEUTICAL AND THE CITY OF SAN RAFAEL FOR THE DEVELOPMENT OF AN EXPANDED SAN RAFAEL CORPORATE CENTER (750-790 LINDARO STREET AND 781-791 LINCOLN AVENUE AND 999 3RD STREET); CASE NO.: P21-007

RECOMMENDATION:

It is recommended that the City Council:

1. Open the public hearing and accept public testimony on the Annual Review Report;
2. Close the public hearing; and
3. Adopt resolution approving Annual Review Report (Attachment 1)

EXECUTIVE SUMMARY:

On [March 23, 2020](#), the City Council adopted Ordinance No. 1982 approving a Development Agreement (DA) between BioMarin Pharmaceutical (BioMarin) and the City of San Rafael. This DA permits the phased development and expansion of the San Rafael Corporate Center and the 999 3rd Street property with laboratory and research and development (R&D) buildings. The DA vests the land use and development entitlements/approvals for 10 years.

The procedures and requirements for reviewing and approving DAs are prescribed by City Resolution 6089. The procedures require periodic review to ensure that the project is proceeding in good faith and that the terms of the DA are being met. Ordinance No. 1982 specifically requires an annual review for this DA. This report presents the first anniversary annual review, and a public hearing is required to solicit comments on the Annual Review Report. BioMarin has submitted an Annual Report (Attachment 2) which demonstrates progress and compliance with the terms of the DA. A draft resolution has been prepared (see attached Attachment 1) outlining findings that support the approval of this Annual Review Report.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

BACKGROUND:

In 2012, BioMarin purchased the San Rafael Corporate Center (SRCC), a 15.54-acre campus of office buildings located south of Second Street. Since the initial purchase, BioMarin has built-out the original campus of buildings (five office buildings and two parking garages) and now occupies the campus with corporate office, R&D, and laboratory uses. In 2015, BioMarin was granted entitlements to expand the SRCC campus to develop a sixth office/lab building on the surface parking lot west of Lindaro Street (755 Lindaro Street), and to expand the existing parking garage located east of Lincoln Avenue. This expansion has not been built.

In 2018, BioMarin purchased the three-acre site at 999 3rd Street, formerly owned and occupied by PG & E. This property, which also fronts on Lindaro Street and 2nd Street is contiguous to the SRCC. This three-acre site previously underwent a two-phased soils remediation project administered by both PG&E and BioMarin. The fully remediated site is now vacant and paved with asphalt.

BioMarin & Vivalon/EDEN Housing Development Approvals

On March 23, 2020, the City Council approved entitlements to redevelop the 999 3rd Street site and append this site to the SRCC for an expanded campus. BioMarin intends to develop the properties over a phased period to maintain its corporate campus and increase laboratory and research and development space. The City Council actions for this approval included the following:

- Certification of a Final Environmental Impact Report (FEIR).
- Expansion of the Planned Development (PD) zoning District adopted for the SRCC to encompass/incorporate the 999 3rd St. property. Within the expanded PD District, a General Plan Amendment was granted to allow for a new floor area ratio allowance (development intensity) to govern the expanded SRCC as one project site. The approvals also extended and incorporated the previously approved expansion of the SRCC campus, which, as noted above is the development of an office/lab building at 755 Lindaro Street and expanded parking garage.
- Approval of a Master Use Permit, Environmental and Design Review Permit, and Tentative Parcel Map. The Vesting Parcel Map divides the three-acre, 999 3rd Street into two parcels: a large parcel (116,680 square feet), and a small parcel (15,000 square feet) at the northwestern portion of the site.
- Approval of most of the 999 3rd Street site (large parcel reference above) for development of the expanded BioMarin campus with 207,000 sq. ft. of laboratory/research and development (R&D) and office space (split about equally between the two uses). This development is contained in two, 72-ft tall, four-story buildings. The ground floor is designed to provide amenities to support the BioMarin campus, which may include lobbies; an auditorium; conference rooms; a small café; and dining space. A useable roof top deck (above the ground floor between the two buildings) is proposed for employee use as noted in the concept drawing package.
- Approval of a senior center and senior housing on northwest portion of the property (15,000 square foot small parcel reference above) was allocated to Vivalon (formerly Whistlestop) and EDEN Housing was approved for development of a six-story building for a new senior center and senior housing (67 low-income rental units). The expanded PD District does not apply to this parcel.
- Approval of a Development Agreement (DA) (adopted on April 6, 2020) to vest the approvals for an extended period of time (10 years). The DA freezes the City's development fees at the current fee schedule rates in exchange for BioMarin providing certain public benefits (discussed below). The DA is applicable to the expanded BioMarin campus development only. Vivalon and EDEN Housing are not party to this DA, so the vesting does not apply to the senior center and senior housing.

A complete and detailed Background and Project Description discussion can be found in the [January 28, 2020 Planning Commission staff report](#) and the [March 23, 2020 City Council staff report](#). The Planning Commission and City Council meetings can also be viewed on the Meeting Agendas & Videos page, online at: <http://www.cityofsanrafael.org/meetings>. Referenced application material exhibits are also included within FEIR attachments, also online at: <https://www.cityofsanrafael.org/999-3rd>.

Terms of the Development Agreement

The DA affords the City and the developer (BioMarin) the opportunity to negotiate terms and conditions, as well as public benefits, in exchange for the 10-year vesting of the project approvals. The executed DA, which can be accessed [here](#) includes the following list of the public benefits, as well as other obligations and requirements:

1. Northwestern Portion Donation. BioMarin is required to donate the 15,000 square foot northwestern parcel on the 999 3rd Street site to Vivalon (formerly Whistlestop). The donation is part of a land exchange through which the delta in value of the exchanged properties, as of a June 2018 appraisal, results in a \$1,200,000 donation.
2. Remediation. For the benefit of development of a healthy aging campus and affordable senior housing, BioMarin is required to complete the second phase of the soil remediation for the 999 3rd Street Property by performing an investigation and cleanup under the State Department of Toxic Substance Control (DTSC) Voluntary Cleanup Program. BioMarin is responsible to fund this remediation (\$2,000,000). The total remediation costs for the entire three-acre site are over \$16,000,000.
3. Retail Space. BioMarin agreed to provide 3,500 square feet of retail space on a portion of the 999 3rd Street property (the actual layout and location of such space to be determined by BioMarin). The retail space is required to be open to the public during BioMarin's business hours (from 9 a.m. to 5:00 p.m.).
4. Public Plaza. BioMarin agreed to provide an approximately 6,000 square feet of landscaped plaza "Front Porch" located at the corner of 3rd Street and Lindaro Street (the actual layout of such plaza to be determined by BioMarin). This plaza is required to be open to the public from dawn to dusk.
5. Striping for Bike Lane. BioMarin is required to add striping for Class II Bike lane on Lindaro Street from 3rd Street to Andersen Drive or up to one mile of an equivalent section of roadway in San Rafael that is determined by the City to meet the City's Bicycle & Pedestrian Master Plan.
6. Restriping for Pedestrian Safety. BioMarin is required to improve pedestrian safety with restriping at the corner of Lindaro Street and 3rd Street.
7. Contribution for Traffic Light Synchronization. BioMarin is required to contribute \$500,000 to the City towards the synchronization of traffic lights along the 2nd and 3rd Street corridors to improve traffic flow or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation may be payable in full at the first anniversary of the Effective Date, or \$125,000 each year for four (4) years (commencing on the first anniversary of the Effective Date and continuing for the next three (3) anniversaries of the Effective Date), at the option and sole discretion of BioMarin.
8. Contribution for Shuttle Service. BioMarin is required to contribute \$400,000 to the City for purposes of implementing a first mile/last mile shuttle service or for other

traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation shall be payable in increments of \$100,000 each year for four (4) years (commencing on the first anniversary of the Effective Date and continuing for the next three (3) anniversaries of the Effective Date).

9. City's Use for Public Parking and Ancillary Uses. Upon the effective date of the DA and until BioMarin submits any construction related permit (grading, building, etc.) for either Building A or B, BioMarin is required to allow the City to utilize up to 70% of the surface area of the 999 3rd Street property (the exact layout to be reasonably negotiated and agreed to by the parties so as to maximize the utility of the portion to be used by the City and the remaining portion) for public parking and ancillary uses (such as food truck market, etc.) until such time as commencement of construction activities for either building on this property.
10. Donation of Lease to Vivalon. Upon BioMarin's acquisition of the Vivalon property at 648 Lindaro Avenue (land exchanged referenced above), BioMarin is required to donate to Vivalon a leaseback of 930 Tamalpais Avenue for three (3) years, valued at approximately \$256,000 as of May 2019.

Additional Obligations. BioMarin agreed to the following additional obligations if certain timing milestones in the DA are not met:

- If construction on the 999 3rd Street property has not commenced by the sixth (6th) anniversary of the effective date of this DA, then BioMarin is required to construct the Class II Bike lane along Lindaro Street from 3rd Street to Andersen Drive (Item # 5 Above) and required improvements to the 2nd Street and Lindaro Street intersection; and
- If construction of the second building at the 999 3rd Street property has not commenced by the eighth (8th) anniversary of the effective date of the DA, then the vesting of the entitlements for the SRCC expansion (approved office/lab building at 755 Lindaro Street) shall expire.

Continuing Obligations Relating to the Original SRCC Development Agreement. The 1998 DA executed for the SRCC campus (initially executed between Fair Isaac and the City of San Rafael) included the following ongoing obligations (in perpetuity), which were carried over into the current DA between the City and BioMarin:

1. Public Parking on Nights and Weekends. The Project shall continue to make available to the public parking on the western SRCC surface parking lot and garage (west of Lindaro Street) during evening and weekend hours.
2. Park Area. The Project shall continue to provide the publicly accessible park located along the south side of the SRCC campus (south of and between Building A at 750 Lindaro Street and Building B at 781 Lincoln Avenue). This park area shall open to the public from dawn to dusk. The public's use of the park area shall be subject the Reservation Rules and Policies on file with the City.
3. Conference Facility. The Project will continue to offer an after-business-hours publicly accessible, interior conference facility consisting of 2,500 square feet. At the sole option of BioMarin, this facility may be relocated from the current location on the SRCC property to a location within the 999 3rd Street property that provides substantially equivalent amenities and space, as determined upon the completion of the retail and plaza portions of the R&D Development Property. The public's use of the Conference Facility shall be subject to the

scheduling, fee, priority use and rules, regulations and guidelines provisions set forth in the Reservation Rules and Policies on file with the City.

Annual Reporting. Upon the City's request, BioMarin is required to report to the City, no more frequently than once per calendar year, on the status of its development plans related to the DA.

ANALYSIS:

Annual Report on Development Agreement

Per City Resolution No. 6089, periodic review is required to ensure that the project is proceeding in good faith and that the terms of the DA are being met. Per the terms of the DA, BioMarin has submitted an Annual Report (Attachment 2), which represents the first-year anniversary status of the project. While the Annual Report states that there are no updates on the start of the project construction, it reports on the status of the DA terms and obligations. The following is the status of the key terms and obligations (listed above) that are pertinent to this first anniversary annual review:

- Northwestern Portion Donation (Item #1). On September 14, 2020, BioMarin and Vivalon negotiated and executed a Charitable Contribution and Exchange Agreement to effectuate BioMarin's donation of the northwestern, 15,000 square foot portion of the 999 3rd Street site. It is expected that this agreement will close in early May 2021. The closing date is contingent upon: 1) the recently completed site certification for remediation by DTSC; and 2) approval and recordation of the Final Parcel Map (creating the parcel).
- Remediation (Item #2). BioMarin has completed the remediation of the western portion of the 999 3rd Street property. Final site certification for the completed remediation (for the entire three-acre site) was provided by DTSC on March 24, 2021.
- Contribution for Traffic Light Synchronization (Item #7). BioMarin has submitted a check to the City in the amount of \$125,000 for the traffic light synchronization. This is the first of four annual payments to the City for a total contribution of \$500,000.
- Contribution to Shuttle Service (Item #8). BioMarin has submitted a check to the City in the amount of \$100,000 as a contribution to a future shuttle service. This is the first of four annual payments to the City for a total contribution of \$400,000.
- City's Use for Public Parking and Ancillary Uses (Item #9). The City and BioMarin have been working to complete a license agreement for the City's temporary use of 70% of 999 3rd Street property. A draft license agreement is completed, which identifies the footprint of the temporary use area (eastern portion of the site), public parking details and specified temporary uses. Vivalon/EDEN Housing needs a construction staging area near their project site. City staff and BioMarin are discussing the inclusion of a construction staging use in the license agreement, which may result in some adjustments to the allowable use footprint. It is expected that the agreement will be completed and executed this month.

BioMarin has demonstrated good faith in meeting the terms and obligations of the DA. As required by Resolution No. 6089, a resolution has been prepared (Attachment 1) for City Council adoption, which confirms compliance with the terms and obligations of the DA for this first anniversary annual review.

Status of Vivalon/EDEN Housing Senior Center and Senior Housing

As discussed above, the Vivalon/EDEN Housing Senior Center and Senior Housing project was entitled concurrent with the BioMarin project approvals. However, Vivalon/EDEN Housing is not party to the

DA. This project is progressing through the City building permit process and initial construction phase. It is expected that construction will commence this summer.

Environmental Review

As discussed above, the BioMarin and Vivalon/EDEN Housing development projects were subject to environmental review and a Final Environmental Impact Report was prepared and certified. As required by State law (California Environmental Quality Act), action on the annual review of the Development Agreement must be reviewed to determine if it is subject to environmental review. As the Annual Review is an informational report, it will have no physical impact on the environment, and is therefore exempt from environmental review per CEQA Guidelines under 14 CRR Section 15061(b).

PUBLIC NOTICING AND OUTREACH:

Notice of this public hearing has been conducted in accordance with the City's noticing requirements. A Notice of Public Hearing was mailed to all property owners and occupants within a 300-foot radius of the project site, the appropriate neighborhood groups (Federation of San Rafael Neighborhoods and the Gerstle Park Neighborhood), and all other interested parties, 15 calendar days prior to the date of this meeting. Public notice was also posted on the project site (Exhibit 3).

FISCAL IMPACT:

This project is a private development and does not have a negative impact on the City budget given that the planning review and processing of these applications are subject to 100% cost recovery fees, paid for by the applicant.

As discussed above, the DA for the project will be subject to the City's development fees but the required fees and fee amounts are locked-in at the time the DA is executed. In exchange for the vesting of the fees, the DA obligates BioMarin to other financial contributions to the City which are discussed above.

OPTIONS:

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

1. Adopt Resolution to approve the Annual Report as recommended by staff;
2. Adopt Resolution with modifications; or
3. Continue the public hearing and require additional information, study, or analysis.

ATTACHMENTS:

1. Draft City Council resolution approving the Annual Review Report for the approved Development Agreement with BioMarin
2. BioMarin Annual Report, April 5, 2021
3. City Council Public Hearing Notice

ATTACHMENT 1

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING THE FIRST ANNIVERSARY ANNUAL REPORT FOR THE EXCUTED DEVELOPMENT AGREEMENT (ORDINANCE 1982) BETWEEN BIOMARIN PHARMACEUTICAL AND THE CITY OF SAN RAFAEL FOR THE DEVELOPMENT OF AN EXPANDED SAN RAFAEL CORPORATE CENTER (750-790 LINDARO STREET AND 781-791 LINCOLN AVENUE AND 999 3rd STREET) CASE NO. P21-007 (APN'S: 011-265-01, 013-012-38 AND -39 AND 013-021-50, -51, -52 -53, -54, -55)

WHEREAS, on October 10, 2018, BioMarin Pharmaceutical (BioMarin), in conjunction with Vivalon (formerly Whistlestop)/EDEN Housing, submitted planning applications to the City of San Rafael Community Development Department for the development of the three-acre parcel located at 999 3rd Street (former PG &E property). The planning applications included: a) a General Plan Amendment (GPA18-001) and Zoning Text Amendment (ZO18-003); b) an amendment to the Planned Development (PD) District Amendment (ZC18-002); c) a Master Use Permit (UP18-034); d) an Environmental and Design Review Permit (ED18-087); e) a Development Agreement (DA19-001); f) a Small Subdivision/Tentative Parcel Map (S18-001); and g) and a Sign Program Amendment (SP18-006). These applications presented the development of two projects: BioMarin's proposal to build two, 72-foot tall, four-story laboratory/research and development buildings, totaling 207,000 sq. ft. on a 115,680 square foot portion of this site; and the Vivalon/EDEN Housing proposal to build a 67-unit, 70-foot tall, six-story senior center and affordable senior housing building on a 15,000 square foot portion of this; and

WHEREAS, the BioMarin applications included a request to incorporate its laboratory/research and development portion of the project into the existing, contiguous 15.5-acre San Rafael Corporate Center (SRCC) campus located south of 2nd Street. The application for the PD District amendment Z18-002 (referenced above) proposed to extend this District to include this 115,680 square foot portion of the 999 3rd Street site. The expanded SRCC campus would total 18 acres; and

WHEREAS, the Development Agreement DA19-001 application filed by BioMarin requested a 10-year time frame for buildout of the expanded campus approvals, which would freeze the development application and impact fees for this 10-year period. In exchange for this vested time period, BioMarin offered the City a series of public benefits as consideration for the Development Agreement. Vivalon/EDEN Housing was not party to this Development Agreement request; and

WHEREAS, a Development Agreement was drafted to incorporate the proposed terms and obligations for both parties. Further, it was processed in accordance with the requirements set forth in City Council Resolution No. 6089, which establishes the City's rules and regulations for the consideration of Development Agreements; and

WHEREAS, on March 23, 2020, through the adoption of ordinances and resolutions, the San Rafael City Council certified a Final Environmental Impact Report (FEIR) and approved the collective planning applications. This action included the approval of a Development Agreement through adoption of Ordinance No. 1982; and

WHEREAS, on April 13, 2020 the Development Agreement was executed; and

ATTACHMENT 1

WHEREAS, the procedures and requirements for reviewing and approving Development Agreements are prescribed by City Council Resolution No. 6089. As the Development Agreement vests entitlement approvals for up to 10 years, the procedures require periodic review to ensure that the project is proceeding in good faith and that the terms of the Development Agreement are being met. Ordinance 1982 specifically requires an annual review of this Development Agreement through the 10-year term; and

WHEREAS, in April 2021, BioMarin submitted the first anniversary Annual Report (dated April 5, 2021), which provides information on the status of the project and compliance with the terms and obligations of the Development Agreement; and

WHEREAS, pursuant to Resolution No. 6089, on May 3, 2021, the City Council held a duly noticed public hearing to review the Development Agreement Annual Review Report prepared by the Community Development Department and considered all oral and written public testimony; 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, pursuant to Resolution No. 6089, the City Council finds and determines based on substantial evidence presented in the Annual Review Report that the BioMarin, developer has complied in good faith with the terms and the conditions of the Development Agreement during this first anniversary period of review.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of San Rafael does hereby approve the BioMarin Development Agreement Annual Review Report dated May 3, 2021.

I, LINDSAY LARA, the 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 3rd day of May 2021, by the following vote to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

LINDSAY LARA, City Clerk



BioMarin Annual Report

Obligations Relating to the R&D Development Property

April 5, 2021



BioMarin Annual Report

Obligations Relating to the R&D Development Property

April 5, 2021

As required by the Development Agreement (“DA”), BioMarin is pleased to submit this annual report to provide an update on the current status of the new projects and compliance with the DA’s terms and obligations, due on the first anniversary of the Effective Date. While there are no updates on the start of construction of new R&D projects, the following addresses compliance with the obligations to date.

Northwestern Portion Donation. Developer shall donate the Northwestern Portion to Whistlestop as part of a land swap through which the delta in value of the swapped properties, as of a June 2018 appraisal, results in a One Million Two Hundred Thousand Dollars (\$1,200,000) donation. Developer shall donate the Northwestern Portion in its then current as-is condition, for development of a healthy aging campus and affordable senior housing.

BioMarin and Vivalon (previously Whistlestop) negotiated and executed a Charitable Contribution and Exchange Agreement on September 14, 2020 to effectuate BioMarin’s donation of the northwest portion of the property for the benefit of development of a healthy aging campus and affordable senior housing. We expect to close on this agreement in early May 2021, as the closing date is contingent upon the recently completed site certification from DTSC and the parcel separation approval by the City of San Rafael. Parcel separation application and maps were submitted to the City of San Rafael in January 2021 in preparation for this donation.

Remediation. For the benefit of development of a healthy aging campus and affordable senior housing, Developer shall complete the second phase of the soil remediation for the 999 3rd Street Property by performing an investigation and cleanup under the DTSC’s Voluntary Cleanup Program. Developer shall complete such second phase of remediation prior to commencement of construction and development activities for the R&D Development Property, resulting in out-of-pocket costs for Developer of over Two Million Dollars (\$2,000,000) and total remediation costs of over Sixteen Million Dollars (\$16,000,000).

BioMarin completed the remediation of the west portion of the property and received DTSC’s final site certification for the entire property on March 24, 2021.

Retail Space: Developer agrees that a portion of the R&D Development Property consisting of approximately 3,500 square feet of retail space (the actual layout and location of such space to be determined by Developer) (the “Retail Space”) shall be open to the public during Developer’s business hours (from 9 a.m. to 5:00 p.m.). This obligation shall commence upon the issuance of the certificate of occupancy for the Retail Space and when the Retail Space is open for business and continue until such time as the Retail Space is vacant because a tenant cannot be found despite commercially reasonable efforts to market the space at a commercially reasonable rent for three years.

This obligation will commence upon the issuance of the certificate of occupancy for retail space.



Public Plaza: Developer agrees to provide an approximately 6,000 square feet of landscaped plaza “Front Porch” located at the corner of 3rd Street and Lindaro Street (the actual layout of such plaza to be determined by Developer) that will be open to the public from dawn to dusk. This obligation shall commence upon the issuance of the certificate of occupancy for such plaza.

This obligation will commence upon the issuance of the certificate of occupancy for retail space.

Striping for Bike Lane: Developer shall add striping for Class II Bike lane on Lindaro Street from 3rd Street to Anderson Drive or up to one mile of an equivalent section of roadway in San Rafael that is determined by the City to meet the City’s Bicycle & Pedestrian Plan. This obligation shall be required at the time of the issuance of the first certificate of occupancy for either Building A or B, unless otherwise required by Section 4.11.1.

This obligation will commence upon issuance of the certificate of occupancy for either building A or B.

Contribution for Traffic Light Synchronization: Developer shall contribute \$500,000 to the City towards the synchronization of traffic lights along the 2nd and 3rd Street corridors to improve traffic flow or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation may be payable in full at the first anniversary of the Effective Date, or \$125,000 each year for four (4) years (commencing on the first anniversary of the Effective Date and continuing for the next three (3) anniversaries of the Effective Date), at the option of Developer, in Developer’s sole discretion. In exchange for this \$500,000 contribution and in light of significant concerns about pedestrian safety and the fact that a parallel public path already exists, the City is eliminating a prior requirement that the Lindaro and Parking Expansion Project develop and maintain a trail along the backside of the Lincoln Avenue garage which is along southern edge of the campus abutting Mahon Creek.

BioMarin submitted a check in the amount of \$125,000 to the City of San Rafael in April 2021 as contribution towards the synchronization of traffic lights along the 2nd and 3rd Street corridors to improve traffic flow or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This is the first of 4 annual payments for a total of \$500,000.

Contribution for Shuttle Service: Developer shall contribute \$400,000 to the City for purposes of implementing a first mile/last mile shuttle service or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation shall be payable in increments of \$100,000 each year for four (4) years (commencing on the first anniversary of the Effective Date and continuing for the next three (3) anniversaries of the Effective Date).

BioMarin submitted a check in the amount of \$100,000 to the City of San Rafael in April 2021. This contribution is to support the City of San Rafael implementing a first mile/last mile shuttle service or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This is the first of 4 annual payments for a total of \$400,000.



City's Use for Public Parking and Ancillary Uses. As of the Effective Date of this Agreement and until Developer submits any construction related permit (grading, building, etc.) for either Building A or B, the Developer shall allow the City to utilize up to 70% of the surface area of the R&D Development Property (the exact layout to be reasonably negotiated and agreed to by the parties so as to maximize the utility of the portion to be used by the City and the remaining portion) for public parking and ancillary uses (such as food truck market, etc.) (the "Temporary Public Parking Parcel") until such time as commencement of construction activities for either building on the R&D Development Property. City shall be financially and legally responsible for (i) any improvements or modifications to the R&D Development Property that

BioMarin negotiated a license agreement for temporary public parking and ancillary uses as noted above with San Rafael Assistant City Attorney, Lisa Goldfien. BioMarin submitted the final draft of this agreement in September 2020 and it is pending the San Rafael Department of Public Works' review and approval.

**CITY OF SAN RAFAEL
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the San Rafael City Council will hold a public hearing on the following project:

MEETING DATE/TIME/LOCATION:	Monday, May 3, 2021 7:00 p.m. COVID-19 ADVISORY NOTICE <u>Consistent with Executive Orders No.-25-20 and No. N-29-20 from the Executive Department of the State of California and the Marin County March 16, 2020 Shelter in Place Order, the San Rafael City Council meeting of May 3, 2021 will not be physically open to the public and the meeting will be streamed live to YouTube at https://www.youtube.com/cityofsanrafael and through Zoom. Instructions on how to participate online, will be available on the YouTube channel.</u>
PROJECT DESCRIPTION:	ANNUAL REVIEW OF BIOMARIN DEVELOPMENT AGREEMENT – 999 3RD STREET, 750-790 LINDARO STREET, & 781-791 LINCOLN AVE – On April 6, 2020, the San Rafael City Council adopted Ordinance 1982 approving a Development Agreement between BioMarin Pharmaceutical and the City of San Rafael. This Development Agreement permits the phased development and expansion of the San Rafael Corporate Center and the 999 3 rd Street property with laboratory/research and development buildings, vesting these approvals for 10 years. Per City Resolution 6089, annual review of the Development Agreement is required through the term of this Agreement. The City Council will receive the first anniversary annual review report and will conduct a public hearing to solicit comments on the annual review report. File No.: P21-007. <i>As required by State law (California Environmental Quality Act), review and action on the Annual Review of the Development Agreement must be reviewed to determine if it is subject to environmental review. As the Annual Review is an informational report, it will have no physical impact on the environment, and is therefore exempt from environmental review per CEQA Guidelines under 14 CRR Section 15061(b).</i>
WHAT WILL HAPPEN:	You may comment on the annual review of the Development Agreement online. The City Council will consider public comment/testimony and decide whether to accept the annual review report.
IF YOU CANNOT PARTICIPATE:	You may send a letter to Lindsay Lara, City Clerk by email to Lindsay.Lara@cityofsanrafael.org .
FOR MORE INFORMATION:	Contact Sean Kennings, Project Planner at (415) 533-2111 or sean@lakassociates.com . <u>The Community Development Department is open to public walk-in service on Tuesday and Thursday mornings from 8:30am-12:30pm only. For more information, you can contact the project planner.</u> You can also view the staff report after 5:00 p.m. on the Friday before the meeting at http://www.cityofsanrafael.org/meetings .

SAN RAFAEL CITY COUNCIL
/s/ Lindsay Lara
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: MARIN HISTORY MUSEUM LEASE OF BOYD GATE HOUSE

SUBJECT: CONSIDERATION OF INTRODUCTION OF AN ORDINANCE APPROVING A LEASE OF REAL PROPERTY AT 1125 B STREET (BOYD GATE HOUSE) TO THE MARIN HISTORY MUSEUM

RECOMMENDATION: Pass Ordinance to Print Approving a Lease of Real Property at 1125 B Street, known as Boyd Gate House, to the Marin History Museum.

BACKGROUND: From 2002 to 2015, the City Leased the Boyd Gate House at 1125 B Street to the Marin History Museum. During that time, the Marin History Museum provided the public with art exhibitions and educational programs to celebrate the traditions, innovation and creativity of the people of Marin County.

For the last several years, the City has used the Boyd Gate House to house the Economic Development Department during the construction of the Public Safety Center. With the completion of the Public Safety Center and renovation of the lower floor of City Hall, the Economic Development Department is now situated at City Hall.

The City issued a request for proposals for rental of the Boyd Gate House. The Marin History Museum plans to reopen and applied to the City to again lease the Boyd Gate House for its exhibitions and programs.

ANALYSIS: The proposed Lease provides new terms and conditions to continue the relationship between the City and the Marin History Museum. In addition, the proposed use of the Premises provides increased public benefit and memorializes the public access to the property.

The term of the Lease is for three years with an option to renew for two additional one-year terms. The shorter term allows for both parties to adjust and modify the Lease as changing conditions in an around downtown San Rafael evolve.

The permitted use is for the operation of a History Museum. The Lease allows for other Museum-related uses as approved in advance by the City Manager.

The Lease requires the Museum to assume responsibility for all utilities and services furnished to the Premises or used by the Museum.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

The Lease assigns limited responsibility to the City to maintain the premises and allows the City to enter the Premises to provide regular pest control, periodic exterior painting, and other long-term maintenance, at its discretion.

Staff recommends approval of the Lease to encourage and promote the reopening of the Museum and to revitalize the San Rafael downtown area. Article III, section 12 of the City Charter requires this lease to be approved by ordinance.

FISCAL IMPACT: The proposed Lease agreement requires an annual payment to the City of \$14,400 (in monthly installments of \$1,200). Over the 3-year term the return to the City for the Museum's use of the property is \$43,200. The revenue will be collected and deposited to the General Fund.

OPTIONS:

1. Pass the Ordinance to print approving the Lease to the Marin History Museum
2. Reject the Ordinance with direction to staff for revision
3. Reject the Ordinance and do not rent the Boyd House to the Marin History Museum

RECOMMENDATION: Pass to print the ordinance approving the Lease of real property at 1125 B Street, Boyd Gate House, to the Marin History Museum

ATTACHMENTS:

1. An Ordinance of the City of San Rafael approving a Lease of real property at 1125 B street, Boyd Gate House, to the Marin History Museum
2. Proposed Lease agreement between the City of San Rafael and the Marin History Museum
3. City Council Public Hearing Notice

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF SAN RAFAEL
APPROVING A LEASE OF REAL PROPERTY AT 1125 B STREET (BOYD
GATE HOUSE) TO THE MARIN HISTORY MUSEUM**

WHEREAS, the City of San Rafael owns real property located at 1125 B Street, commonly known as the Boyd Gate House; and

WHEREAS, between from 2002 and 2015 the Marin History Museum ("Museum"), a local nonprofit organization, rented the Boyd Gate House from the City for public exhibitions and educational programs celebrating the traditions, innovation and creativity of the people of Marin County; and

WHEREAS, the Museum wishes to reopen and resume its operations at the Boyd Gate House; and

WHEREAS, the City Council wishes to encourage and promote the reopening of the Museum to support its mission and to revitalize the San Rafael downtown area, and finds that leasing Boyd Gate House to the Museum for its operations would be in the best interests of the public and would benefit the public health and welfare; and

WHEREAS, the City Council finds that approval of a lease of an existing structure is categorically exempt from environmental review, pursuant to CEQA Guidelines Section 15301;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

DIVISION 1.

The City Council hereby approves, and authorizes the Mayor to execute, a lease of the Boyd Gate House to the Marin History Museum for a term of three (3) years, with an option to renew for two additional one-year terms, at a base rental of One Thousand Two Hundred Dollars (\$1,200) per month and on the other terms set forth in the "Lease Agreement Between the City of San Rafael and the Marin History Museum" included with the staff report for this Ordinance, subject to final approval as to form by the City Attorney.

DIVISION 2:

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.

KATE COLIN, 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 3rd day of May 2021 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 _____ day of _____, 2021.

LINDSAY LARA, City Clerk

LEASE AGREEMENT
BETWEEN THE CITY OF SAN RAFAEL
AND THE MARIN HISTORY MUSEUM
_____, 2021

**LEASE AGREEMENT
BETWEEN THE CITY OF SAN RAFAEL
AND THE MARIN HISTORY MUSEUM**

_____, 2021

THIS LEASE is made as of _____, 2021, by and between the CITY OF SAN RAFAEL, a California municipal corporation duly chartered under the laws of the State of California (hereafter "City" or "Lessor"), and the MARIN HISTORY MUSEUM, a California not-for-profit corporation (hereafter sometimes referred to as "Museum" or "Lessee").

RECITALS

A. The City owns that certain real property in the City of San Rafael, County of Marin, State of California, commonly known as Assessor's Parcel No. 011-131-03 (the "City Parcel").

B. From 2002 to 2015, City leased to Marin History Museum a portion of the City Parcel commonly known as the Boyd Gate House at 1125 B Street, San Rafael, California, and more particularly described as set forth in Exhibit "A" attached hereto and incorporated herein by reference ("the Premises"). During that time, the Marin History Museum provided the public with exhibitions and educational programs.

D. City wishes to encourage and promote the reopening of the Museum to continue to celebrate the traditions, innovation and creativity of the people of Marin County and to revitalize the San Rafael downtown area.

E. Operations of the Museum on the Premises would be in the best interests of the public and would benefit the public health and welfare.

F. To continue the mutual benefits provided by the Museum's use of the Premises, the parties desire to enter into a new lease of the Premises on the terms set out in this Lease.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENTAL OF PREMISES.

For valuable consideration, the City leases to Marin History Museum and Marin History Museum leases from City the Premises described in Exhibit "A" hereto, including any improvements located thereon, on the terms, covenants and conditions set out in this Lease. The Museum acknowledges that it is taking possession of Premises on an "as-is" basis without warranty of any type.

2. TERM.

2.1. Term. The term of the Lease ("Term") shall be for three (3) years. The Term shall commence on _____, 2021 (the "Commencement Date") and shall expire on _____, 2024 ("Expiration Date").

2.2. Option. The Museum shall have the option to renew this Lease on the same terms, subject to Section 3.2, for two additional periods of one (1) year, upon written notice to renew the Lease provided to City not less than six (6) months prior to the Expiration Date or the end of the renewal term, as the case may be.

3. RENT.

3.1. Rent. The Museum shall pay the City rent in the sum of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200) per month, payable on the Commencement Date of the Lease and on the first day of each month thereafter throughout the term.

3.2. Rent Adjustment.

a. The monthly rent shall be increased at the commencement of any renewal term pursuant to the option granted under Section 2.2 ("adjustment date" herein) to the lesser of: a) the monthly rent in effect immediately preceding the adjustment date plus five per cent (5%); or b) the monthly rent in effect immediately preceding the adjustment date as adjusted for the change in the Consumer Price Index (CPI), as calculated in Section 3.2.b; provided that in no event will the monthly rent be lower than the monthly rent in effect immediately preceding the adjustment date.

b. The base for computing the CPI adjustment is the Consumer Price Index for all Urban Consumers (base years 1982-1984=100) for San Francisco-Oakland-Hayward, published by the U.S. Department of Labor, Bureau of Labor Statistics ("Index" herein), which is in effect on the date of the commencement of the term ("Beginning Index" herein). The Index published most immediately preceding the adjustment date in question ("Extension Index" herein) is to be used in determining the amount of the CPI adjustment. If the Extension Index has increased over the Beginning Index, the CPI adjustment shall be calculated by multiplying the monthly rent by a fraction consisting of the Extension Index as the numerator and the Beginning Index as the denominator. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used to obtain substantially the same result as would have been obtained if the index had not been discontinued or revised.

4. USE OF PREMISES.

4.1 Permitted Uses. The Premises shall be used for the following uses:

- a. Operation and maintenance of a history museum, including providing a Collections Facility and Research Library, educational programs and exhibits to the public.

- b. Other Museum-related uses approved in advance by the City Manager, which approval shall not be unreasonably withheld.

4.2 Limits on Use. Museum shall not use the Premises for any purpose, other than as set forth in this Lease, nor in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties.

5. Intentionally not used.

6. UTILITIES.

Museum shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Museum, including, without limitation, gas, electricity, water, telephone service, and garbage collection, and for all connection charges. City represents and warrants that all utilities are currently provided to the Premises and that all utilities are separately metered.

7. IMPROVEMENTS.

No improvements to the Premises shall be undertaken without prior written approval of the City, which approval shall not unreasonably be withheld. Title to all improvements constructed by the Museum shall be owned by the Museum until expiration of the Term or any renewal thereof, or the earlier termination of this Lease. All improvements to the Premises at the expiration of the Term or any renewal thereof, or the earlier termination of this Lease shall, without compensation to the Museum, then automatically and without any act of the Museum or any third party become the property of the City. The Museum agrees to execute, acknowledge, and deliver to the City any instrument reasonably requested by the City as necessary in the City's opinion to perfect the City's right, title, and interest to the improvements and the Premises, at such time and in such form as the City may request and the City Attorney shall approve. Improvements shall not be interpreted to include any display cases or casework installed to display historical artifacts or educational materials.

8. MAINTENANCE AND REPAIRS.

8.1. Lessee's Duty to Maintain Premises. At all times during the term, Museum shall, at its cost and expense, keep and maintain the Premises and all improvements thereon and all facilities appurtenant thereto in good order and repair and safe condition, and the whole of the Premises in a clean, sanitary, orderly, and attractive condition. The Museum shall make any and all repairs in and about the Premises and the improvements that may be required and shall otherwise observe and comply with all public laws, ordinances, and regulations from time to time applicable to the Premises; and Museum shall indemnify and save harmless the City against all actions, claims, costs and damages incurred by reason of Museum's failure to comply with and perform the provisions of this section.

8.2. City's Limited Responsibility to Maintain Premises. At all times during the term, City may in its discretion, at its cost and expense, enter the Premises to provide regular pest and management control, cyclical exterior painting, roof and slab maintenance, structural repairs not considered maintenance in nature and other long-term building maintenance. City shall also maintain all sewer and water lines from the property line to the point of entry into the Premises.

8.3. No Responsibility of City. Other than as outlined in Paragraph 8.2 above, City shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises, or any part thereof, during the Term or extended term of this Lease.

8.4. Mechanic's Liens. Marin History Museum shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from any work of construction, repair, restoration, replacement or improvement, or any other claim or demand; the Museum shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. The Museum agrees to indemnify and hold harmless the City and the Premises from all liability for all such liens, claims, and demands, together with City's reasonable attorney's fees and costs and expenses in connection therewith.

9. INSURANCE.

9.1. Insurance. During the term of this Lease and any renewal thereof, the Museum shall maintain, at its sole cost and expense: (a) Commercial General Liability insurance with limits of liability of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate, insuring against all liability of the Museum and its authorized representatives arising out of or in connection with the Museum's use or occupancy of the Premises; and (b) 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, endorsed to waive any right of subrogation against the City. Upon the Museum's exercise of any option provided for in Section 2, if, in the reasonable opinion of the City, the amount of insurance coverage at the time is not adequate, the Marin History Museum shall increase the insurance coverage as reasonably required by the City.

9.2. The Marin History Museum's Fire Insurance for Personal Property. The Museum shall, at its sole cost and expense, maintain on all the personal property located within the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of their actual cash value. The proceeds from any such policy shall be used by the Museum for the replacement of said personal property or for the restoration of the Museum's improvements or alterations.

9.3. Other Insurance Requirements. All the insurance required under this Lease shall meet the following requirements:

a. All policies shall be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least A+ by A.M. Best as rated in the most recent edition of Best's Insurance Reports and a Standard & Poor's rating of AAA.

b. General Commercial Liability insurance shall provide, or be endorsed to provide that the City, its officers, agents, employees, and volunteers are additional insureds under the policy.

c. General Commercial Liability insurance shall provide, or be endorsed to provide, that the Museum's insurance shall be primary and noncontributory with respect to any insurance or coverage maintained by the City.

d. All policies shall be endorsed to waive against the City any right to subrogation which any insurer of Museum may acquire against City by virtue of the payment of any loss under such insurance, and Museum agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether City has received a waiver of subrogation endorsement from the insurer.

e. Within thirty (30) days after the Commencement Date of this Lease, the Museum shall submit to the City Attorney for approval as to form and sufficiency as requested: (1) Certificates of Insurance evidencing the insurance coverages required in this Lease; (2) a copy of the policy declaration page and endorsement page listing all policy endorsements for the general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Lease. The City shall additionally have the right to obtain a full certified copy of any insurance policy and endorsements upon reasonable request.

9.4 Broader Insurance Proceeds Available to Lessor. It shall be a requirement under this Lease that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the 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 Lease; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

10. INDEMNIFICATION.

Museum shall defend, protect, indemnify and hold harmless the City against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees, costs and disbursements) (collectively "Claims") arising in any way out of the Museum's operations on or use of the Premises under this Lease, regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City. However, to the extent that liability is caused by the active negligence or willful misconduct of the City, Marin History Museum's indemnification obligation shall be reduced in proportion to the City's share of liability for the active negligence or willful misconduct. The defense and indemnification obligations of this Lease are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this

Lease, and shall survive the termination or completion of this Lease for the full period allowed by law.

11. DESTRUCTION.

If, during the term, the Premises are totally or partially destroyed or damaged, rendering the Premises totally or partially inaccessible or unusable, either party may terminate the Lease by giving the other party at least 30 days' notice.

12. ASSIGNMENT.

The Museum shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, without first obtaining the City's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment, encumbrance or sublease without the City's consent shall be void and shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute consent to a subsequent assignment, encumbrance or sublease.

13. DEFAULT.

13.1. Marin History Museum 's Default. The occurrence of any of the following shall constitute a default by the Museum:

a. Failure to pay any amount under this Lease when due if such failure continues for thirty (30) days.

b. Failure to perform any other provision of this Lease if such failure to perform is not cured within thirty (30) days after notice of such failure has been given by the City to the Museum. If the default is curable but cannot reasonably be cured within thirty (30) days, the Museum shall not be in default of this Lease if the Museum commences to cure the default within the thirty (30)-day period and diligently and in good faith continues to pursue the cure of such default.

c. An assignment, encumbrance, or sublease without obtaining the City's written consent pursuant to Section 12.

d. Abandonment or surrender of Premises by the Museum.

f. Any attachment, execution, levy, or seizure under legal process, of the Museum's interest in Premises.

g. Appointment of a receiver to take possession of the Museum's interest in the Premises, for any reason.

h. Filing of a petition in bankruptcy by or against the Museum.

- i. Any other event designated by this Lease as an event of default.

13.2. Notice of Marin History Museum Default. Notices of default given under this section shall specify the alleged default and the applicable lease provisions and shall demand that the Museum perform the provisions of this Lease, within thirty (30) days, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless the City so elects in the notice. The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California. Such notices are the only notices required to be given by the City to the Museum in the event of a default and are not in addition to any statutory notices required under the unlawful detainer statutes of California.

13.3. City's Remedies.

a. **Nature of Remedies.** The City shall have the following remedies if the Marin History Museum commits a default. These remedies are not exclusive; they are cumulative and in addition to any other remedies now or later allowed by this Lease or by law.

b. **Termination of the Marin History Museum's Right to Possession.** The City may terminate the Museum's right to possession of the Premises at any time if the Museum fails to cure a default within any applicable cure period. No act by the City other than giving specific written notice to the Museum of the City's intent to terminate the Museum's right to possession of the Premises shall be necessary to terminate this Lease. Acts of maintenance by City to protect the City's interest under this Lease shall not constitute a termination of the Museum's right to possession of the Premises.

c. **City's Right to Cure the Marin History Museum's Default.** The City, at any time after the Museum commits a default, may, but need not cure the default at the Museum's cost. If the City at any time, by reason of the Museum's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the City shall be due immediately from the Museum to the City at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by the City until the City is reimbursed by the Museum .

14. CITY'S ENTRY ON PREMISES.

The City, its officers, employees, agents & volunteers shall have the right to enter the Premises at all reasonable times and on reasonable notice for any of the following purposes:

a. To determine whether the Premises are in good condition and whether the Museum is complying with its obligations under this Lease.

b. To perform any necessary construction or maintenance and to make any restoration to the Premises that the City has the right or obligation to perform.

c. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease or required by law.

15. NOTICE.

All notices and other communications required or permitted under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (1) when hand delivered to the other party; or (2) three (3) business days after the same has been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below. A courtesy copy will be sent by email to the email addresses shown below.

The City: City of San Rafael
Attention: City Clerk
1400 Fifth Avenue, Room 209
San Rafael, CA 94901
City.clerk@cityofsanrafael.org

with copy to: City of San Rafael, Office of the City Attorney
1400 Fifth Avenue, Room 292
San Rafael, CA 94901
City.attorney@cityofsanrafael.org

The Marin History Museum:
Marin History Museum
Attention: Gary Ragghianti
45 Leveroni Court
Novato, CA 94949
gtraggs@rflawllp.com

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph, and that any person to be given notice actually receives such notice. A party may change or supplement the addresses given above by giving the other party written notice of the new address in the manner set forth above.

16. NONWAIVER.

No delay or omission in the exercise of any right or remedy of either party shall impair such a right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

17. ATTORNEYS' FEES.

If either party commences an action or suit against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

18. SURRENDER OF PREMISES, HOLDING OVER.

18.1. Surrender of Premises. On expiration of the Term or any extension, or on earlier termination thereof as provided in the Lease, the Museum shall surrender to the City the Premises and all improvements thereon in good condition, except for ordinary wear and tear. The Museum shall remove all its personal property within thirty (30) days following expiration or termination of the Lease. The Museum shall perform all restoration to the Premises made necessary by the removal of any alterations or the Museum's personal property within the time periods stated in this section. The City may elect to retain, or dispose of in any manner, any alterations or the Museum's personal property that the Museum does not remove from the Premises prior to expiration or termination of the Term as allowed or required by this Lease by giving at least ten (10) days' written notice to the Museum. Title to any such alterations, or the Museum's personal property that the City elects to retain or dispose of on expiration of the ten (10)-day period, shall vest in the City. The Museum waives all claims against the City for any damage to the Museum resulting from the City's retention or disposition of any such alterations or the Museum's personal property. The Museum shall be liable to the City for the City's costs for storing, removing, and disposing of any alterations or the Museum's personal property. If the Museum fails to surrender the Premises to the City on expiration of the Term or extension as required by this section, the Museum shall defend, indemnify, protect, and hold the City harmless from all damages, claims, or liabilities resulting from the Museum's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from the Museum's failure to surrender the Premises.

18.2. Holding Over. If the Museum, with the City's prior consent, remains in possession of the Premises after expiration or termination of the Term or extension thereof, or after the date in any notice given by the City to the Museum terminating this Lease, such possession by the Museum shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy. Monthly rental during any such holding over may be increased as provided in Section 3.2 at the beginning of the holding over period and not more frequently than annually thereafter.

19. MISCELLANEOUS PROVISIONS.

19.1. General Conditions.

- a. **Time of Essence.** Time is of the essence of each provision of this Lease.
- b. **Consent of Parties.** Whenever consent or approval of either party is required and no standard for that approval is specified herein, that party shall not unreasonably withhold or delay such consent or approval.
- c. **Successors.** This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns.

d. **Non-Discrimination.** The Museum shall not discriminate, in any way, against any person on the basis of age, sex, sexual orientation, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Lease.

19.2. Interpretation of Lease.

a. **California Law; Venue.** This Lease shall be construed and interpreted in accordance with the laws of the State of California. Any and all actions to enforce this agreement shall be conducted in the County of Marin, California.

b. **Integrated Agreement; Modification.** This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties.

c. **Captions; Table of Contents.** The captions and the table of contents of this Lease shall have no effect on its interpretation.

d. **Singular and Plural.** When required by the context of this Lease, the singular shall include the plural.

e. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

19.3. Taxes. Museum is advised that this Lease may create a possessory interest, or some other interest subject to taxation or assessment. The Museum understands, acknowledges, and agrees that it is solely responsible for payment of all applicable taxes.

19.4. Compliance with all Laws. Museum 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. The Museum shall perform all services under this Lease in accordance with these laws, ordinances, codes and regulations.

20. PROCEDURE FOR DISPUTES.

20.1. Mediation. Any dispute between the parties relating to the interpretation of the Lease and/or enforcement of their rights and obligations under this Lease shall be referred to mediation within thirty (30) days written notice of one party to the other. Mediation shall be conducted by a mediator mutually agreed upon by the parties. If the parties cannot agree within ten (10) calendar days of receipt of the Notice to Mediate, the parties may apply to the presiding judge of the Marin Superior Court to appoint a mediator. The mediation shall be conducted within ninety (90) days of appointment of the mediator. Costs of mediation shall be divided equally between the two parties.

20.2. Judicial Action. Should mediation not resolve the dispute between the parties, either party may pursue judicial remedies in the appropriate court. The prevailing party in any judicial action shall recover their reasonable attorneys' fees and costs.

Initials: **The City** _____ **The Marin History Museum** _____

21. COUNTERPARTS.

This Lease may be executed by the parties by electronic signature and in counterparts, each of which shall be deemed to be an original copy.

IN WITNESS WHEREOF, this Lease is hereby executed as of the date first above written.

CITY OF SAN RAFAEL
A California municipal corporation

MARIN HISTORY MUSEUM
A California non-profit corporation

KATE COLIN, Mayor

By: _____

Title: _____

Dated: _____

Dated: _____

By _____

And (add signature of second corporate officer)

ATTEST:

LINDSAY LARA, City Clerk

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

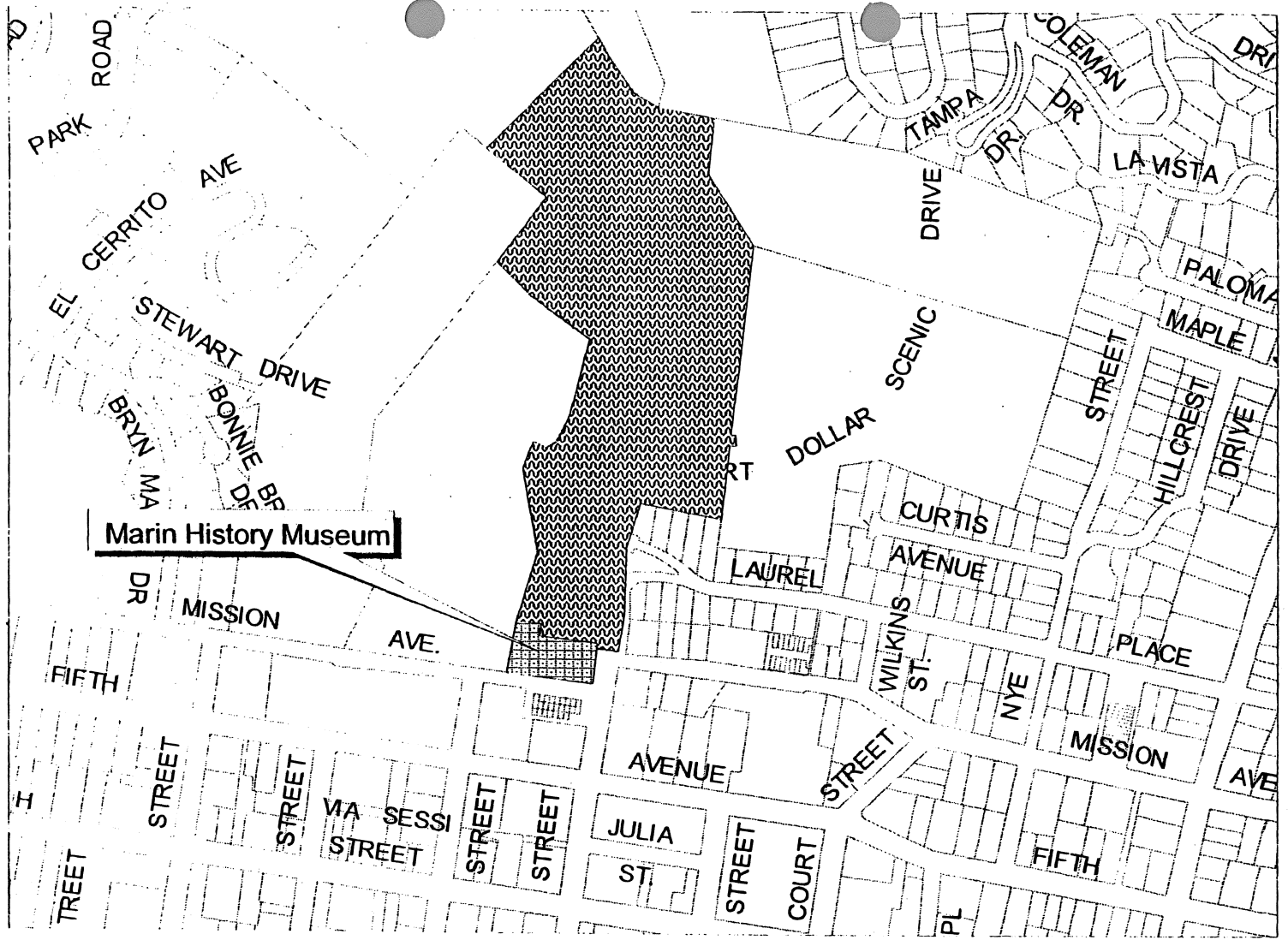
ROBERT F. EPSTEIN, City Attorney

LEGAL DESCRIPTION

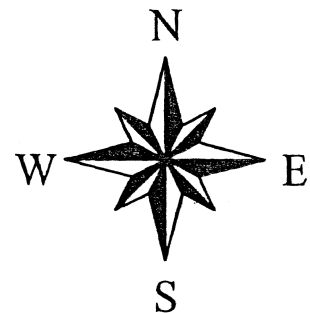
Real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

Beginning at the Northwest corner of Hanson Street (now Mission Street) and B Street as said streets are shown on the plat of the Townsite of the Town of San Rafael, filed in the office of the County Recorder of Marin County on the 14th day of October A.D. 1873: thence along the Westerly line of said B Street, north 7° 13' East, 93.8 feet to the Northerly line of Sixth Street (now Mission Street); thence along the prolongation of said Westerly line of B Street, north 7° 13' East, 23.201 feet; thence North 83° 03' West, 164.945 feet; thence North 6° 57' East, 26.00 feet; thence North 83° 03' West, 84.00 feet to a point on the Westerly line of the lands conveyed to the City of San Rafael by John F. Boyd et ux, by deed dated May 1, 1905, and recorded in Volume 92 of Deeds, Page 369, Marin County Records; thence along said Westerly line, south 6° 57' West, 143.00 feet to the Northerly line of said Hanson Street (now Mission Street); thence along the said Northerly line of Hanson Street (now Mission Street), South 83° 03' East, 248.4 feet to the point of beginning.

Containing 31, 278.7 square feet.



1125 "B" Street
GPA00-5 / ZC01-11 / ED00-116
Marin History Museum



City of San Rafael

EXHIBIT "A"

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 approving a Lease of real property at 1125 B Street, Boyd Gatehouse, to the Marin History Museum for a term of three years with an option to renew for two additional one-year terms.
- DATE/TIME/PLACE:** Monday, May 3, at 7:00 p.m.
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 May 3, 2021 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 listen/speak by telephone. The number will be provided on agenda.
- WHAT WILL HAPPEN:** You may comment on the proposed Lease Agreement ordinance. The City Council will consider all public testimony and will then decide whether to pass the Lease to print.
- IF YOU CANNOT ATTEND:** You may send a letter to City Clerk, City of San Rafael, 1400 Fifth Avenue, Room 209, San Rafael, CA 94903 or by email LindsayL@cityofsanrafael.org.
- FOR MORE INFORMATION:** You may contact Faby Guillen, Public Works Sr. Project Manager, at (415) 485-3435 or faiolag@cityofsanrafael.org. 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



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 8.a

Meeting Date: May 3, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance

**Prepared by: Bill Guerin, Director of Public Works
Susan Andrade-Wax, Library &
Recreation Director
Nadine Atieh Hade, Finance Director**

City Manager Approval: _____

TOPIC: MEASURE A WORK PLAN AND PRELIMINARY CAPITAL IMPROVEMENT PROGRAM

SUBJECT: RESOLUTION APPROVING THE MEASURE A WORK PLAN FOR PROPOSED EXPENDITURE OF MEASURE A FUNDS FOR JULY 1, 2021 – JUNE 30, 2022; AND REPORT ON PRELIMINARY THREE-YEAR CAPITAL IMPROVEMENT PROGRAM

RECOMMENDATION:

1. Adopt a resolution approving the Measure A Work Plan for Fiscal Year 2021-2022.
2. Accept the informational report regarding the preliminary three-year Capital Improvement Program for FY 2021-22 through FY 2023-24 and provide direction to staff.

INTRODUCTION: The purpose of this report is to present the preliminary three-year Capital Improvement Program (CIP) for Fiscal Year (FY) 2021-22 through FY 2023-24 for review, as well as to present the Measure A Work Plan for approval. This presentation will provide the City Council and community members an opportunity to participate in reviewing and sharing feedback relating to the CIP and the Measure A Work Plan. While the CIP will be formalized in a full, detailed report and incorporated into a final, proposed citywide budget for FY 2021-22 to be presented to the City Council for approval in June 2021, staff seeks City Council feedback of the preliminary CIP project list at this time. The Measure A Work Plan will also be approved as part of the recommended action of this report.

BACKGROUND:

Measure A

In November 2012, an ordinance of the County of Marin ("Measure A") was approved by a two-thirds majority of the electors voting on the Measure. Measure A imposes a nine-year, one-quarter of one (0.025) percent retail transactions and use tax (TUT) that is administered by the County of Marin. This tax sunsets on March 31, 2022 and is expected to go on the ballot for renewal. The purpose of Measure A is to support the preservation of Marin County parks, open space preserves and farmland. The tax is estimated, at current collection levels, to generate approximately \$10 million per year. This level of revenue changes during the life of the Measure due to the variability in annual receipts.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Measure A's expenditure plan outlines three (3) programs for spending the sales tax proceeds. Each program is described by its funding allocation, and types of projects and activities that the funding supports.

- County Parks and Open Space Program (65%)
 - 80% is to protect or restore natural resources and maintain existing county parks and open space preserves.
 - 20% is dedicated to the permanent preservation of land for public open space, community separators, wildlife corridors, greenbelts, and habitat.
- Farmland Preservation Program (20%)
 - To protect Marin County farmland at risk of subdivision and development and preserve Marin's working farms and ranches.
- City, Town, and Applicable Special District Program (15%)
 - Funding is allocated to cities, towns, and special districts to manage parks, open space preserves, nature preserves, recreation programs, and vegetation to promote biodiversity and reduce wildfire risk.

Of the 15% that is allocated to towns, cities and special districts (approximately \$2.1 million), the City of San Rafael receives 22.91% based on its population. The City will use this funding to support park maintenance and park-related capital improvement projects.

Though they go under the same name, Measure A Parks is not to be confused with Measure A Transportation Sales Tax, administered by the Transportation Authority of Marin (TAM).

Capital Improvement Program (CIP)

The CIP is a multi-year planning tool used to identify and implement the City's capital needs over the upcoming three-year period: FY 2021-22 through FY 2023-24. The CIP document summarizes the City's planned capital and infrastructure improvement projects, including their funding sources, and prioritizes projects after analysis and coordination with other City departments to ensure that all department needs are represented. Project selection and priority is based on recommendations by a Working Group representing various City departments to accommodate high priority needs, which focused on life/safety, maintenance and repair, public and Council input, and other factors. The CIP is intended to provide a comprehensive three-year project list for the City's known capital and infrastructure needs.

ANALYSIS:

Measure A

Since 2013, the City has received \$3,381,223 in Measure A funding, \$915,505 of which has been used for park-related capital improvement projects. Table A shows a year-by-year breakdown of the park improvement projects.

Table A: Measure A Funding of Park Capital Improvement Projects

Park Capital Improvement Projects	FY 2014 Expenses	FY 2015 Expenses	FY 2016 Expenses	FY 2017 Expenses	FY 2018 Expenses	FY 2019 Expenses	FY 2020 Expenses	FY 2021 Expenses (projected)	Total
Miscellaneous Park Repairs (pathways, sidewalks, etc.)	\$131,155	\$6,220							\$137,375
Miscellaneous Equipment (slides, tables, etc.)	\$5,246	\$58,598	\$10,621						\$74,465
Sun Valley Park Basketball Court			\$46,873						\$46,873
Albert Park Playground				\$37,761	\$50,618	\$221,957			\$310,336
Victor Jones Park Playground				\$80,275	\$19,725				\$100,000
Bret Harte Park Restroom					\$2,183	\$170,798			\$172,981
Pickleweed Park Field Conversion							\$6,523	\$9,359	\$15,882
Albert Park Stadium Field Fencing							\$41,593		\$41,593
Sun Valley Playground Upgrades								\$16,000	\$16,000
Total	\$136,401	\$64,818	\$57,494	\$118,036	\$72,526	\$392,755	\$48,116	\$25,359	\$915,505

Historically the City has used Measure A funding to support four general activities: park maintenance, vegetation management, protection of open space, and park improvements. For FY 2021-22, the funds will be focused on park maintenance and park improvement projects.

- **Park Capital Improvements and Maintenance:** The City's FY 2021-22 Capital Improvement program will rely on \$600,000 from Measure A funding to support the following projects:
 - \$250,000 will be used to fund the development of a comprehensive, City-wide Parks and Recreation Master Plan that is intended to be integrated with the City's General Plan. The Master Plan will provide a framework for directing City resources toward parks, facilities and programs, and for addressing current and future community recreational needs over the next ten (10) years.
 - \$50,000 will be used for the creation of the final project scope and design for the replacement of the playground structures and related ADA accessibility improvements at Sun Valley Park in which construction will commence in FY 2022-23.
 - \$200,000 will be used to improve the fencing at Albert Park Field.
 - \$100,000 will be used to fund the creation of a citywide Trail Master Plan as part of the Bike and Pedestrian Master Plan.

These planned expenditures are summarized in the Measure A Work Plan for July 1, 2021 through June 30, 2022 (Attachment 2).

Capital Improvement Program (CIP)

Project List Development: Projects identified for the CIP are recommended by Public Works staff in the course of their work, studies and reports, including, but not limited to, the 2018 Bicycle and Pedestrian Master Plan (BPMP), the Facility Assessment Study, other Department Directors, or projects that may arise from direct community or Council input. Additionally, projects with specific discrete funding sources are included in the CIP.

While most street and transportation projects are informed by the General Plan, BPMP, or traffic studies and observations, improvement projects to City parks and buildings/facilities have historically been informed by Department Directors, the publicly appointed Park and Recreation Commission, and the Facilities Maintenance division of Public Works.

Continuing our collaborative planning process from last year, a working group consisting of staff from various City departments assisted in the development of the CIP. The working group met to discuss proposed projects and rank them based on the following criteria: 1) health/safety/liability; 2) priority

initiatives/City goals; 3) time sensitive funds; and 4) maintain/enhance functionality. Furthermore, these four criteria were all weighted, with the category of health/safety/liability worth 35% of the overall points available. Having a weighted system allows for the most important projects to rise to the surface and ensure they are a priority.

As previously done, the CIP this year involves the use of a 15% contingency in which not all available funding is allocated to deliver CIP projects. Prior experience suggests that unanticipated needs arise mid-year and having a contingency fund to cover these ensures staff are not unnecessarily performing adjustments to the current CIP priority list. In some fund types, the number of projects exceeds available funding. In this case, these future projects are identified in the CIP as “unfunded.”

Major new projects/studies identified in the FY 2021-22 to FY 2023-24 CIP include:

- 20 Meyer Road Slide Repair
- North San Pedro Medians at SMART Railroad Crossing
- Center Street Resurfacing – Phases I and II
- Francisco Blvd West at Irwin St: Trash Rack
- Sun Valley Park Playground Improvements
- Grand Ave (Second St to Fourth St) Class IV Cycle Track
- Bike & Ped Master Plan 2022 Update

Project Funding:

The five major annual funding sources for the CIP, including Measure A Parks, are:

Fund #	Fund Name (CIP Category)	Average Annual Revenues	Description
603	Building Maintenance (City Owned Property, Parks)	\$500,000	The Building Maintenance Fund supports both routine maintenance and capital improvement projects associated with the City's buildings, parks and other facilities. The Building Fund is an internal revenue fund, which means General Fund monies are the sole source of revenue for the fund. Historically, \$500,000 in General Fund monies has been contributed annually to the Building Fund.
241	Measure A (Parks)	\$150,000	Measure A is a nine-year ¼ percent transactions and use tax that was passed in 2012 and is managed by the County of Marin. The purpose of the tax is to care for existing parks and open spaces, support regional community parks, projects, and programs and to further farmland restoration. Library and Recreation, in concert with the Park and Recreation Commission, provides input each year as to which Parks projects should be prioritized to receive Measure A funding.
205	Stormwater Fund (Drainage)	\$840,000	Established to fund Stormwater maintenance, programs, and improvements throughout the City—including maintenance and repair of the City's 12 storm water pump stations. This fund receives annual revenues of approximately \$840,000 from the City's Stormwater Activity fee (Municipal Code Chapter 9.40).
206	Gas Tax (Streets/ Transportation)	\$3,300,000	The Gas Tax is a revenue distributed from the state based on a percentage tax on each gallon of gas purchased in San Rafael. Gasoline tax is collected and distributed to jurisdictions by the State on an annual basis and may be used for capital projects and

			<p>maintenance to local streets, roads, traffic, and bicycle pedestrian facilities.</p> <p>Fund #206 also collects annual Measure A Transportation Sales Tax dollars (distributed by Transportation Authority of Marin), a, ½-cent sales tax approved initially by voters in 2004 and reapproved in November 2018.</p>
246	Traffic Mitigation Fee <i>(Transportation)</i>	~\$600,000 (depends on development)	Traffic Mitigation Fees are charged to a developer in connection with the approval of a development project. The funds are used to support improvements to the traffic/transportation network. The City utilizes Traffic Mitigation Fees for circulation projects identified in Exhibit 21 of Policy 6A of General Plan 2020 and similar qualifying projects.

As has been noted in prior year CIPs, the long-term capital and infrastructure improvement needs for City-owned property, parks, and drainage far exceed the available revenues each year. Therefore, a considerable number of projects are identified as real capital and infrastructure needs (and maintained on the CIP project list) but are categorized as “Unfunded”.

Historically, staff transfers a flat amount each year from the Gas Tax to the General Fund to support personnel costs of Streets Maintenance staff, which we propose to do again this year. Personnel costs of employees performing street and road maintenance and repairs total over \$2M annually in the General Fund and are an allowable use of State gas tax monies.

CIP Prior-Year Completed Projects: As a part of the annual CIP, the Department also recaps major projects completed in the prior fiscal year, including the following:

- Francisco Blvd West Multi-use Pathway Phase II Project
- Smith Ranch and Lucas Valley Road Resurfacing
- C St and D St Two-Way Conversion
- Downtown Traffic Signal Modernization
- San Rafael High School Crosswalk Improvements
- Southern Heights Blvd Bridge Replacement
- Francisco Blvd East Sidewalk Widening
- Third St at Hetherton Street Improvements
- Public Safety Center Street Resurfacing
- Canal Neighborhood Pedestrian Improvements (Council to consider award May 3rd)

FISCAL IMPACT:

Measure A

The impact of approving the Measure A Work Plan is the authorization of \$650,000 in spending from restricted, Measure A tax proceeds. Projected FY 2021-22 Measure A revenues of \$472,324 coupled with an estimated fund balance from previous years in the amount of \$504,500 are sufficient to support the proposed Work Plan. This Work Plan has no fiscal impact on the City’s General Fund.

Capital Improvement Program (CIP)

There is no direct fiscal impact associated with the preliminary Capital Improvement Program because the information being provided is for the purpose of discussion, public input, and direction to staff.

However, for planning purposes, the funding source by project phase and year is identified for each project in the CIP. The figures in the CIP are engineer's estimates and are not based on actual bids received. It is important to note that while the City Council is accepting an informational report relating to a preliminary list and prioritization of projects within the CIP, including which projects are funded vs. those that remain unfunded, all CIP projects are subject to the City's Purchasing Policy, including the City Council and City Manager contract thresholds, at the time a contract is awarded. For example, when a construction contract is awarded for a project and the contract amount is above City Manager's award authority (\$175,000 for Public Works projects), the contract and project would be brought forth to the City Council for approval.

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

1. Accept the informational report regarding the preliminary Capital Improvement Program and provide direction to staff. Adopt a resolution approving the FY 2021-22 Measure A Work Plan.
2. Accept the informational report regarding the preliminary Capital Improvement Program and provide direction to staff. Adopt a resolution as amended, approving the FY 2021-22 Measure A Work Plan.
3. Accept the informational report regarding the preliminary Capital Improvement Program and provide direction to staff. Do not adopt a resolution approving the FY 2021-22 Measure A Work Plan and provide direction to staff.

RECOMMENDATION:

1. Adopt a resolution approving the Measure A Work Plan for Fiscal Year 2021-2022.
2. Accept the informational report regarding the preliminary three-year Capital Improvement Program for FY 2021-22 through FY 2023-24 and provide direction to staff.

ATTACHMENTS:

1. Resolution – Measure A
2. Exhibit I to Resolution: Measure A Work Plan
3. Preliminary FY 2021-22 CIP Project Listing

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING THE MEASURE A WORK PLAN FOR PROPOSED EXPENDITURE OF MEASURE A FUNDS FOR JULY 1, 2021 – JUNE 30, 2022

WHEREAS, on November 6, 2012 Marin County voters passed Measure A, a one-quarter of one percent transactions and use tax, dedicated to parks and open space for the duration of nine years; and

WHEREAS, fifteen percent of the Measure A revenues is earmarked for Marin municipalities for the purpose of managing parks, open space preserves, recreation programs and vegetation; and

WHEREAS, the County of Marin is responsible for the administration of the Measure A funds, and has developed a form of agreement and program materials for use by Marin municipalities; and

WHEREAS, the City of San Rafael is eligible to receive Measure A funds, and entered into an agreement with the County of Marin in October of 2013, submitting a Work Plan of Expenditures for the first year of fund disbursement; and

WHEREAS, the City of San Rafael is projected to receive a total of \$472,321 for FY 2021-2022, to support the Work Plan; and

WHEREAS, the County of Marin requires a Work Plan for the proposed Expenditure of Measure A funds in the amount of \$472,324 for July 1, 2021 – June 30, 2022;

NOW, THEREFORE, BE IT RESOLVED that the San Rafael City Council approves the Measure A Work Plan for Proposed Expenditure of Measure A funds for July 1, 2021 - June 30, 2022, a copy of which is hereby attached and by this reference made a part hereof; and

BE IT FURTHER RESOLVED that the Finance Director is authorized to execute, on behalf of the City of San Rafael, the Work Plan for Proposed Expenditure of Measure A funds for July 1, 2021 to June 30, 2022.

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 3rd day of May 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



Work Plan

Measure A City, Town, and Applicable Special District Program Proposed Expenditure of Measure A Funds for July 1, 2021 to June 30, 2022

Timely and accurate completion of this report is a condition of receiving Measure A funds.

Instructions:

- This work plan must be completed by an authorized representative of the recipient.
- Please complete this work plan, then scan and e-mail it to Kevin Wright, Marin County Parks External Affairs Manager (kwright@marincounty.org), by June 1, 2021.
- Contact Mr. Wright by e-mail (kwright@marincounty.org) or phone (415) 497-3553 if you have any questions, or if you have suggestions to improve this form.
- Marin County Parks will review this plan within one month of its receipt to ensure that proposed expenditures are consistent with Marin County Ordinance 3586 (Measure A).
- Recipients must provide Marin County Parks with 30-days prior notice of any project additions or substitutions that are proposed while a work plan is in effect.
- Total actual project expenditures may not exceed recipient's actual Measure A funding for any given fiscal year, plus any balance remaining from previous years.

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A. Name of Recipient (city, town, or special district): _____

B. Recipient's representative and contact information: (Please print all information)

Name: _____
(Print)

Title: _____
(Print)

Address: _____

City, Zip: _____

Phone: _____

E-mail: _____

C. Total estimated funds for Fiscal Year 2021-22:

i. Estimated carry-over balance of recipient's Measure A funds from previous fiscal years	ii. Estimate of recipient's Measure A funds for FY 2021-22. (This information will be provided by Marin County Parks)	iii. Total estimated available funds for FY 21-22 (i + ii).
\$ 504,500	\$ 472,324	\$ 976,824

D. Recipient's Measure A Work Plan for Fiscal Year 2021-22:

Name of work or project:	Primary purpose of work or project. Select only one from list below. **	Description. Be as specific as possible. Include numbers related to square footage of facilities, acreage, etc. If Measure A funds were used for maintenance, use numbers to indicate change from pre-Measure A conditions.	Amount of Measure A funds estimated to be used:	Source(s) and amount(s) of matching funds projected for use. If none, enter "0"	Total expenditures projected for work or project in current reporting year
Park Planning	B	Creation of a Citywide Parks and Recreation Master Plan	\$250,000	0	\$250,000
Park Improvements	B	Creation of final project scope and design for the replacement of the playground structures and related ADA accessibility improvements at Sun Valley Park	\$50,000	0	\$50,000
Field Improvements	B	Improve fencing at Albert Park Field	\$200,000	0	\$200,000
Trail Planning	B	Creation of a Citywide Trail Master Plan, as part of the Bike & Pedestrian Master Plan	\$100,000	0	\$100,000
Community Center Improvements	B	Replacing Room Dividers at Boro and Terra Linda Community Centers	\$50,000	0	\$50,000
Estimated Total					\$650,000

****Select work or project purpose only from the following menu:**

- a) Routine maintenance

- b) Renovation of existing recreational facility, including infrastructure (includes planning, environmental review, permitting, design development, etc.)
- c) Construction of new park or recreation facility (includes planning, environmental review, permitting, design development, etc.)
- d) Parkland acquisition
- e) Fuel reduction - all types of fuelbreaks, including primary, ridgeline, etc.
- f) Flashy fuel reduction (ROW, street ends, trail heads, etc.)
- g) Natural resource protection and restoration, and invasive plant control
- h) Maintaining vehicle access
- i) Sudden Oak Death
- j) Hazard tree removal
- k) Inventory and monitoring
- l) Wildlife management monitoring
- m) Vegetation and wildlife management - Other-

E. Certification

I certify that the information contained herein is true and accurate, to the best of my knowledge.

Signature

Title

Print Name

Date



SAN RAFAEL

THE CITY WITH A MISSION

CAPITAL IMPROVEMENT PROGRAM

FY 21/22 - 23/24

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SAN RAFAEL

THE CITY WITH A MISSION

Capital Improvement Program FY 2021-22 to FY 2023-24

City Council

Kate Colin, Mayor

Maika Llorens Gulati, District 1 Councilmember

Eli Hill, District 2 Councilmember

Maribeth Bushey, District 3 Councilmember

Rachel Kertz, District 4 Councilmember

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Section I. Overview

Background

Marin County's oldest City, San Rafael lies between San Francisco and California's famous wine country. The City is in central Marin County and, while serving as the County seat, is the economic, financial, cultural, and service center of the region. With a history dating back almost 150 years, the public infrastructure includes miles of streets and sidewalks, numerous public buildings, acres of medians and open space, and many other assets.

The City has a tradition of prudent financial management, including maintaining public assets in good condition to minimize lifecycle costs. Residents and business owners greatly value the beauty of the community's built and natural environment and have high expectations regarding the upkeep of public facilities. These factors have led the City to engage in active planning of capital improvements.

The City of San Rafael's Capital Improvement Program (CIP) is a comprehensive, multi-year planning tool used to guide the City's decision-making process for construction, repair, and replacement of City assets such as roadways, storm drain systems, parks, City buildings, and public safety facilities. The CIP document summarizes projects, including their funding sources, and prioritizes projects after analysis and coordination with other City departments to ensure a comprehensive and equitable approach is achieved. In the City of San Rafael, a new CIP budget is developed every year outlining proposed improvements for the next three years. When the City's annual budget is adopted, the CIP for that year is also adopted.

The CIP seeks to balance the need to repair and replace existing assets and to deliver new assets where they are most needed considering available resources. The CIP reflects a process to identify and prioritize community values utilizing the core principles of *Together San Rafael*.

Incorporated in 1874, San Rafael has an aging infrastructure and backlog of deferred maintenance of City-owned facilities and assets. With the development of the CIP each year, more projects are identified and requested than available resources can accomplish. To this end, staff developed a model to prioritize and select projects to move forward for consideration.

CIP Process and Project Selection

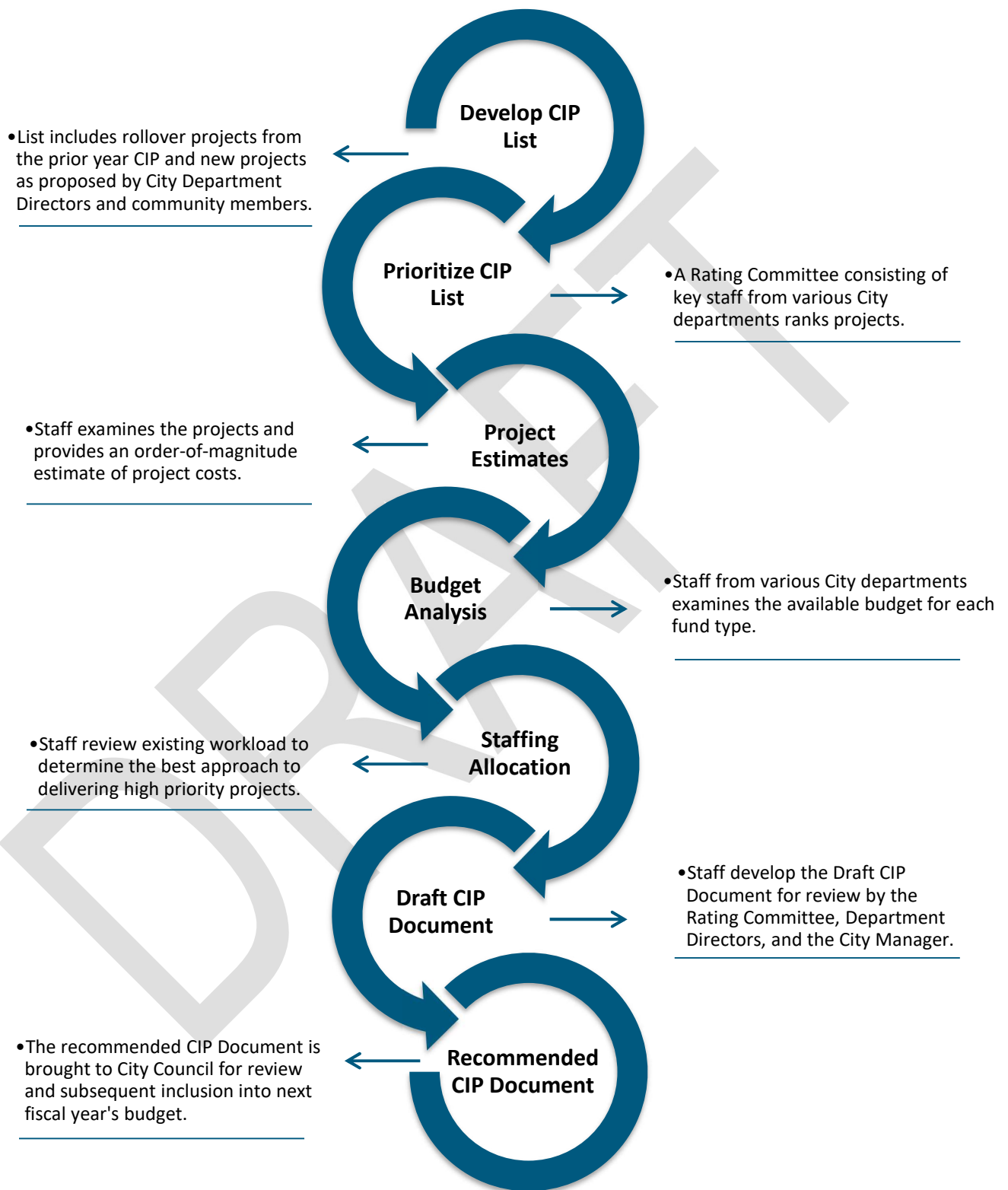
Projects identified in the CIP are primarily driven by staff evaluation or engineering studies and/or reports such as the 2018 Bicycle and Pedestrian Master Plan (BPMP). City staff also receive input from community members, the City Council, Department Directors, and commissions such as the Parks and Recreation Commission.

Project selection and priority is based on recommendations by a Rating Committee consisting of key staff from various City departments. When rating projects, the Committee considers health/safety/liability, priority initiatives, time sensitivity of funds involved, and the ability of a project to maintain or enhance functionality. These four criteria, which are weighted factors shown as percentages, are further defined as follows:

1. Health/Safety/Liability (35%) – Projects that are critical to public health and safety or significantly reduce the City’s risk of liability will receive a higher rating.
2. Priority Initiatives (20%) – This category assigns priority to projects based on the City’s goals, including the guiding principles of Together San Rafael, the General Plan, City Council/community supported projects, and that advance equity in the community.
3. Time Sensitive Funds (25%) – CIP projects funded by state or federal grants often have funding deadlines or project milestones. As such, grant-funded projects will be rated higher to accommodate timely-use-of-fund requirements from the granting agency.
4. Maintain/Enhance Functionality (20%) – This category rates projects according to the importance and urgency of the proposed repair, rehabilitation, or replacement. Proposed maintenance that can be deferred will be rated lower than a pressing maintenance item associated with a critical City asset.

Once the Rating Committee has prioritized projects, staff reviews available funding and allocates an order-of-magnitude budget for the highest ranked projects from each category. Staff also recommends retaining a contingency budget in each category as opposed to allocating all available funding to projects. This will ensure that should unanticipated needs surface mid-year, staff have available funds to address this without impacting planned projects. Should contingency funds remain at the end of the fiscal year, they will be allocated to a project during the next fiscal year.

Section V of this document provides a table of the rating criteria above as well as a summary of the final ratings based on the Rating Committee’s ranking. The following flowchart outlines the process staff follow during the development of the CIP.



Section II. Project Funding

Fund Types

Capital Improvement Program projects are paid for through a variety of different funds. Each fund type has its own source of revenue as well as restrictions governing its use. The table below summarizes the primary funding sources.

Fund #	Fund Name	Description
205	Stormwater Fund	Established to fund stormwater maintenance, programs, and improvements throughout the City. Fund #205 receives annual revenues from the City's Stormwater Activity fee (Municipal Code Chapter 9.40).
206	Gas Tax; Measure AA; Senate Bill 1 Funds	The Gas Tax is revenue collected and subsequently distributed by the State of California based on a percentage tax on each gallon of gas purchased in San Rafael. Gas Tax may be used for capital projects or maintenance on local streets, roads, traffic, and bicycle/pedestrian facilities. Additionally, local sales tax, passed by voters in 2018 as Measure AA, contributes to a portion of this fund for roadway improvement projects.
208	Childcare Fund	Projects identified in the CIP as utilizing Childcare Funds are restricted to facility improvements at the City's childcare centers.
235	Baypoint Lagoon Assessment District	The Baypoint Lagoons Lighting and Landscape District was formed to protect and enhance wildlife habitat and water quality in Baypoint (Spinnaker) Lagoon and the adjacent diked salt marsh.
236	Loch Lomond Assessment District	The Loch Lomond (Melo-Roos) Assessment District was established in 1992 to pay for the repair and maintenance of the stormwater system infrastructure in the District.
240	Parkland Dedication	This fund was established to account for long-term developer deposits used to acquire and increase capacity of the City's park infrastructure.
241	Measure A	Measure A is a nine-year ¼ percent transaction and use tax managed by the County of Marin. The tax is restricted to care for parks and open spaces. The Department of Library and Recreation, in consultation with the Parks and Recreation Commission, provides input each year as to which parks projects should be prioritized to receive Measure A funding.
246	Traffic Mitigation Fee	Traffic Mitigation Fees are an impact fee charged to a developer in connection with the approval of a private land development project with the purpose of offsetting or subsidizing public improvements made necessary by the private development. The City utilizes Traffic

		Mitigation Fees for circulation-related projects identified in the General Plan.
420	Measure E	Measure E was passed by San Rafael voters in November 2013 extending an existing 0.5% sales tax for 20 years and adding 0.25% (25 cents on a \$100 purchase). In February 2014, the City Council directed staff to set aside the revenues from the added quarter percent to fund public safety facilities improvements.
501	Parking Services	Projects identified in the CIP as utilizing Parking Services Funds are restricted to parking-related projects, including maintenance and upgrades at City parking garages and parking lots.
603	Building Maintenance	The Building Maintenance Fund supports routine maintenance and capital projects associated with the City's buildings, parks and other facilities. The Building Maintenance Fund is an internal revenue fund, which means General Fund monies are the sole source of revenue.
	Grants (various)	The City actively seeks grant funding for capital projects and programs. Grant funding is available from regional, state, and federal agencies for safety, transportation, emergency response, and other types of projects.

Fiscal Year 2021-22 Funding and Revenue Update

While some CIP projects are grant-funded, most are not and are paid for through Funds 205 (Stormwater), 206 (Gas Tax), 246 (Traffic Mitigation), and 603 (Building Maintenance). Within each fund type is an Operating Budget which consists of expenses related to maintenance of infrastructure, equipment purchasing, miscellaneous contractual services, Annual Programs, and other non-project related work. Additionally, after deducting the Operating Budget from the total available funding in each fund type, staff allocated a 15-percent contingency of the remaining funds to provide a buffer for unanticipated expenses which may arise mid-year.

Beginning in March 2020, the COVID-19 pandemic created severe financial burdens for the City, its residents and businesses. Inevitably, the economic downturn resulted in a reduction of the City's revenues, impacting CIP funding revenues in Funds 206 (Gas Tax), 208 (Childcare), 241 (Measure A-Parks), and 501 (Parking Services). The CIP for fiscal year 20/21 assumed at 30-percent reduction in gas tax revenues as many sectors of the economy closed and the community sheltered in place. Staff are pleased to report that gas tax revenues were better than forecasted with an additional \$600,000 received above what was anticipated. Unfortunately, this trend did not continue for other City funds.

Staff are not anticipating any revenue reductions in Funds 206 (Gas Tax) or 246 (Traffic Mitigation) this fiscal year and have budgeted accordingly when recommending projects in the CIP. The two funds that continue to be impacted are Funds 208 (Childcare) and 501 (Parking Services). The Library and Recreation Department as well as Parking Services had to suspend or postpone planned CIP projects last fiscal year and will again do the same until revenues return to appropriate levels.

FY 2020-21 Grant Activities

Grants are a critical component of the City's capital project funding. While some grant applications can be completed by a single staff member in a few days, others take months of cross-departmental coordination, extensive public outreach, and consulted expertise. Below is a list of the applications Public Works submitted during this past fiscal year:

Federal

- **Building Resilient Infrastructure and Communities (BRIC) Grant** – The federally managed BRIC program aims to direct federal dollars towards proactive, disaster mitigation projects as opposed to reactive, post-disaster rebuilding. Any mitigation projects identified in a Local Hazard Mitigation Plan are eligible for a 75%-25% federal-local cost share through BRIC. In fall 2020, after extensive cross-departmental collaboration and technical consultation with architects and engineers, Public Works submitted an application for the \$5.8 million seismic and floodproofing of Fire Station 54 located in the Canal neighborhood. However, the application was withdrawn during CalOES' evaluation process since the project fit FEMA's definition of "reconstruction" – which meant it would be limited to receiving only \$150,000 in federal funding, as opposed to 75% of \$5.8m.
- **Highway Safety Improvement Program (HSIP)** – HSIP is a federally funded program intended for local streets & road safety improvement projects. The City submitted two HSIP grant applications in November 2020 based on local traffic collision data. The first was for \$5.6m for improvements to traffic circulation at the intersection of Freitas Parkway at Del Presidio Boulevard and the second was for \$2.4m to make traffic signal improvements on Fourth Street between Lincoln Avenue and A Street.
- **Community Block Development Grant (CDBG)**: CDBG is a program providing annual funding through the federal Housing and Urban Development Department (HUD) on a formula basis to states, cities, and counties for development and improvement projects in low and moderate-income neighborhoods. Each year Public Works receives around \$100,000 in CDBG funds to utilize towards capital improvement projects in regions of the City that meet the program's income eligibility. Funds have historically been used for capital projects which specifically benefit the Canal neighborhood.

State

- **Statewide Park Program (SPP) Round Four** – SPP is a highly competitive statewide funding opportunity with the goal of either creating new parks or adding new amenities to existing parks. Only projects in critically underserved communities are eligible; defined based on ratio of park space per 1,000 residents, median household income, and number of people below the poverty level. After six months of cross-departmental coordination and eight public outreach events, Public Works and Recreation staff submitted a SPP application for the Pickleweed Park Enhancements Project seeking approximately \$8.4m to convert the natural

grass soccer fields to synthetic turf and install new recreation amenities. The City will be notified whether the application was successful in fall 2021.

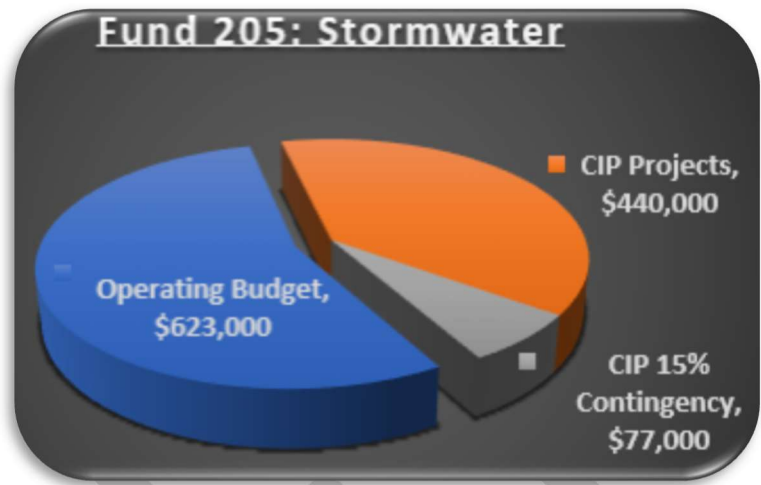
- **State of California Proposition 68 Per Capita Grant** – The Prop 68 Per Capita Grant program provides funds to localities for local park rehabilitation, creation, and infrastructure improvements. Funds are distributed to local jurisdictions based on population size. San Rafael will be receiving \$177,952, which will support replacement of playground equipment at Sun Valley Park.
- **Active Transportation Program (ATP)** – ATP is a highly competitive statewide program created to increase and/or enhance biking and walking, user safety and mobility, public health, and reduce greenhouse emissions. The program also ensures that disadvantaged communities fully share in the benefits. In September 2020, staff applied for \$1,575,000 to fund the Project Approval and Environmental Document (PA&ED) phase for a pedestrian and bicycle bridge crossing the San Rafael Canal between Harbor Street and the Third Street/Embarcadero Way intersection. Unfortunately, in March 2021 the City received notification that it was not successful in securing the grant funding for this project.
- **Office of Traffic Safety (OTS)** – The goal of the California Office of Traffic Safety is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Having reviewed crash data, staff propose to improve Lincoln Avenue between Second Street and Mission Avenue as this corridor experiences a statistically disproportionate number of accidents. In January 2021, the City applied for approximately \$400,000 in funding to support engineering improvements, enforcement by the police, and a robust education/outreach effort.

Local

- **San Francisco Bay Trail Project** – The Association of Bay Area Governments, having received funding from the State Coastal Conservancy, issued a call for applications for trail planning and construction projects that will complete gaps in the San Francisco Bay Trail. In April 2021, staff applied for \$225,000 in funds to subsidize the installation of bicycle facilities on Grand Avenue between Second and Third Streets, which segment constitutes the upper reaches of the designated Bay Trail. Initial responses from Bay Trail staff are positive and staff believes the City is well positioned to have grant funds awarded for this project.
- **Transportation Authority of Marin (TAM) Quick Build Grant:** In spring 2020, in response to the unprecedented impact on local economies from the COVID-19 pandemic, TAM announced a new competitive “Quick Build” grant program designed to provide funding for local jurisdictions to support business, services and institutions in Marin. Funding was made available through the Measure AA ½ cent Transportation Sales Tax, and eligible projects included those that supported active transportation modes and business recovery efforts. San Rafael was awarded \$20,000 to purchase barricades and safety equipment to convert public parking spaces in downtown San Rafael into outdoor dining and recreation areas.

Fund 205: Stormwater

Fund 205 Total Available	\$1,140,000
Operating Budget	\$623,000
CIP Projects	\$440,000
CIP 15% Contingency	\$77,000



Total Available Funds

The 205 Stormwater Fund receives approximately \$840,000 in annual revenues from the City's Stormwater Activity fee. With the past rainy season being less intense than expected, the City is able to rollover additional funds from last fiscal year.

Operating Budget

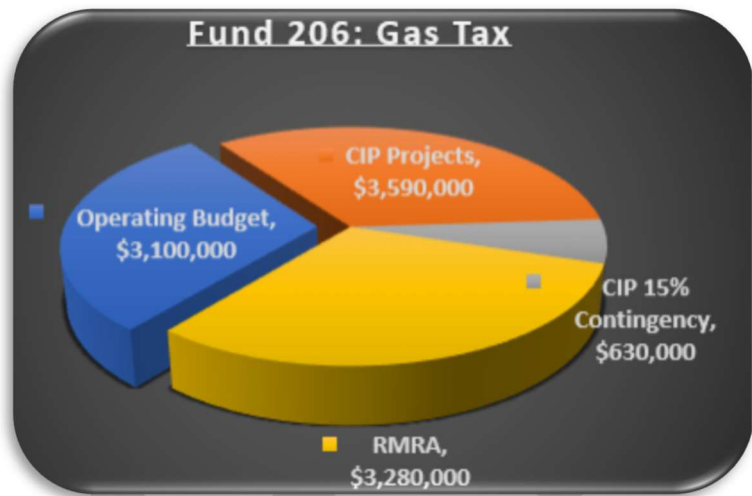
The Operating Budget for Fund 205 covers expenses incurred for the maintenance of the City's drainage system and primarily its stormwater pump stations. Expenses include pump and motor replacement at various stations, generator rentals, utilities, etc.

CIP Projects and Contingency

The 205 Stormwater Fund pays for CIP projects that involve the improvement of the City's drainage infrastructure including storm drain pipes, drainage basins, levees, and pump stations. Fifteen percent of the non-operating budget funding is reserved to account for any small, unanticipated expenses not identified in the CIP document.

Fund 206: Gas Tax

Fund 206 Total Available	\$10,600,000
Operating Budget	\$3,100,000
CIP Projects	\$3,590,000
CIP 15% Contingency	\$630,000
RMRA	\$3,280,000



Total Available Funds

The 206 Gas Tax Fund receives annual revenues from a variety of sources, including the State Gas Tax, the City's Refuse Regulatory Fee, Construction Impact Fee, Senate Bill 1: Road Maintenance and Rehabilitation Account (RMRA), and local gas tax funds through voter-approved initiatives such as Measures A and AA.

Operating Budget

The Operating Budget for Fund 206 covers the costs of the City's CIP Annual Programs including the Sidewalk Repair Program. Additionally, funds are also earmarked for the maintenance of local streets, traffic signals, miscellaneous contractual services, and partially cover the salaries of street maintenance staff.

CIP Projects and 15% Contingency

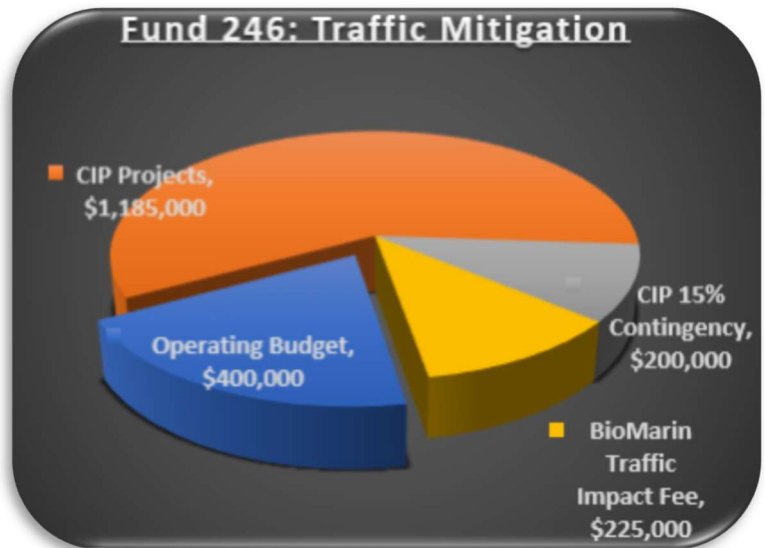
Eligible CIP projects for the 206 Gas Tax Fund include a variety of projects within the public right-of-way such as street resurfacing/restriping, curb ramp installation, pedestrian and bicycle improvements, bridge repair, storm drain improvements, etc. Fifteen percent of the non-operating budget funding is reserved to account for any small, unanticipated expenses not identified in the CIP document.

Senate Bill 1: Road Maintenance and Rehabilitation Account (RMRA)

Senate Bill 1 generates additional revenues that become part of the 206 Gas Tax Fund. These restricted funds are reserved for specific projects, and their use is audited at the end of every fiscal year. Project eligibility is the same as other 206 projects.

Fund 246: Traffic Mitigation

Fund 246 Total Available	\$1,785,000
Operating Budget	\$400,000
CIP Projects	\$1,185,000
CIP 15% Contingency	\$200,000
BioMarin Traffic Impact Fee	\$225,000



Total Available Funds

The 246 Traffic Mitigation Fund receives revenues from the Traffic Mitigation Fee charged to developers in connection with the approval of a private land development project. Designed as an impact fee, revenues aim to offset additional vehicular trips associated with a development by providing funding for high priority circulation improvements throughout the City identified in the General Plan. Since the fee is dependent on approved development, annual revenues vary widely from year to year and future revenues are largely unpredictable during the development of the CIP each spring. Staff has estimated that \$600,000 in annual revenues are anticipated in each of the upcoming three-years.

Operating Budget

The Operating Budget for Fund 246 covers the cost of implementing the striping and pavement markings, citywide crosswalk improvements, and miscellaneous contractual costs associated with citywide signalization improvements.

CIP Projects and 15% Contingency

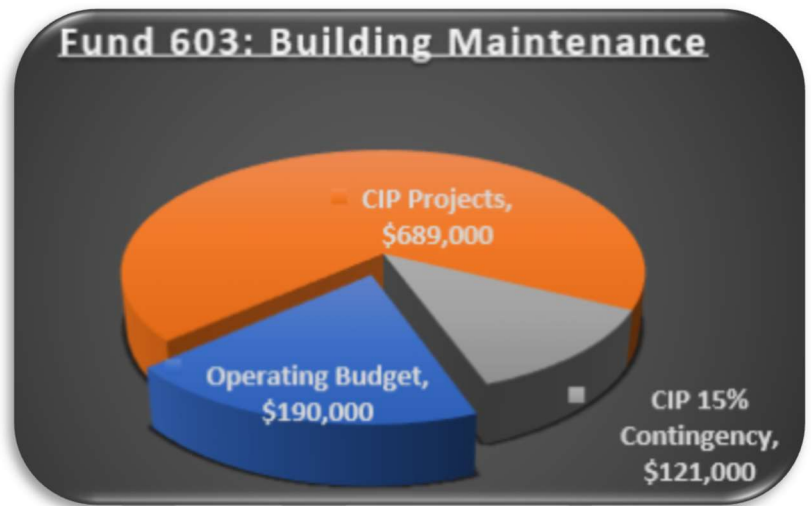
Eligible projects for 246 funds are those specifically identified as circulation improvements in Exhibit 21A of the 2020 General Plan, etc. Fifteen percent of the non-operating budget funding is reserved to account for any small, unanticipated expenses not identified in the CIP document.

BioMarin Traffic Impact Fee

In conjunction with proposed site improvements to occur at 999 Third Street, BioMarin and the City of San Rafael have agreed to impact fees dedicated for transportation improvements. These restricted funds are intended for transportation improvements and not for pedestrian related projects.

Fund 603: Building Maintenance

Fund 603 Total Available	\$1,000,000
Operating Budget	\$190,000
CIP Projects	\$689,000
CIP 15% Contingency	\$121,000



Total Available Funds

The 603 Building Maintenance Fund is an internal revenue fund supported by the City's General Fund. The budget for this fund is set at \$500,000 annually. Additional funding from prior year CIP projects has augmented the budget for this next fiscal year.

Operating Budget

The Operating Budget for Fund 603 covers the costs of various upkeep projects completed by the Building Maintenance staff. Smaller scale maintenance such as replacement of failed lighting fixtures, repairs to HVAC systems, and replacement of worn carpet are examples of operating budget expenses.

CIP Projects and 15% Contingency

The 603 Building Maintenance Fund pays for improvement projects to City-owned property, including the community centers, library, City Hall, City park infrastructure, etc. Fifteen percent of the non-operating budget funding is reserved to account for any small, unanticipated expenses not identified in the CIP document.

Section III. FY 20/21 Completed Projects

Francisco Boulevard West Multi-Use Pathway (Rice Drive to Second Street) - Phase II

Phase II of this multi-use pathway project converted Francisco Boulevard West between Second Street and Rice Drive to a one-way southbound street allowing the City to repurpose the other travel lane on the roadway into a bicycle pathway. This project completes the regional bicycle facility from Larkspur to Downtown San Rafael, a long-standing goal of the City.

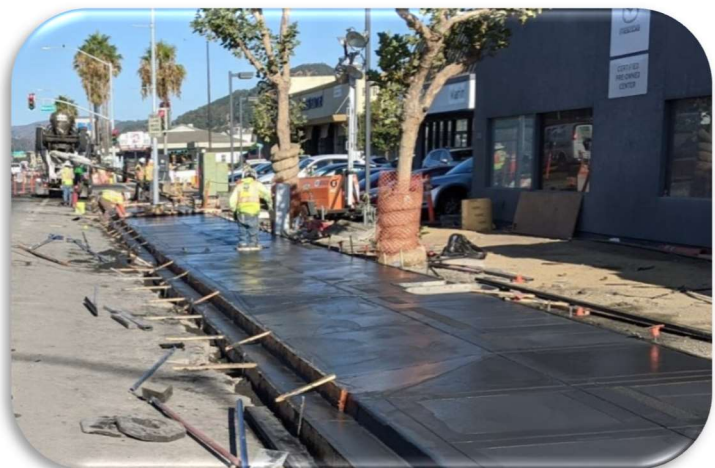


Smith Ranch Road and Lucas Valley Road Resurfacing

Lucas Valley Road/Smith Ranch Road from Highway 101 to Redwood Highway resides within State of California right-of-way. This project replaced the top layer of asphalt pavement. Additionally, new ADA compliant wheelchair ramps were installed along with new lighting fixtures mounted underneath Highway 101 to better illuminate the roadway.

Francisco Boulevard East Sidewalk Widening

Following years of planning, design, and procurement of funding, the sidewalk along Francisco Boulevard East was widened to provide an approximately 8-foot-wide sidewalk/bike pathway between Vivian Street and Grand Avenue. This facility will serve pedestrians and bicylists for years to come making access to key destinations much safer.





C and D Street Two-Way Conversion

In conjunction with the opening of the new Public Safety Center, C and D Streets between Fifth Avenue and First Street were converted from one-way to two-way streets. This will allow for better circulation for both the public and emergency response vehicles in our downtown area.

Downtown Traffic Signal Modernization

The traffic signals in the Downtown San Rafael area play a critical role in keeping traffic moving. The Innovative Developments to Enhance Arterials, or IDEA, grant-funded project upgraded key signal infrastructure and installed new video cameras throughout the Downtown area at many busy intersections.



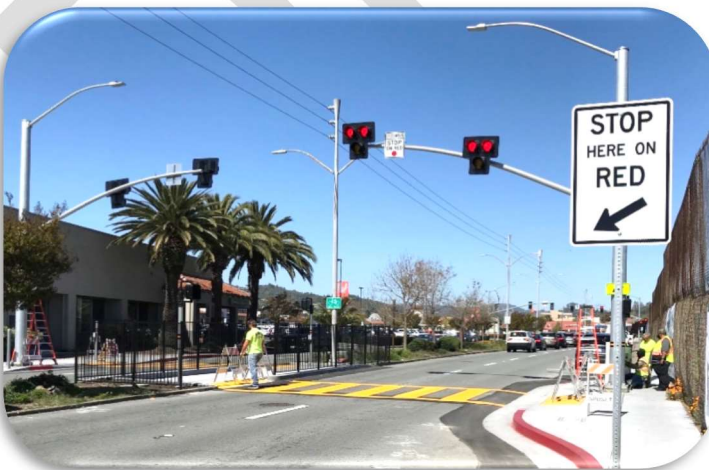


Third Street at Hetherton Street Improvements

The intersection of Third Street at Hetherton Street is one of the busiest in San Rafael with a large volume of not only vehicles but pedestrians as well. The project installed traffic signal equipment, one wheelchair ramp on the northeast corner, and a new crosswalk on the east leg. The project also eliminated the existing crosswalk on the south leg of the intersection.

Public Safety Center Street Resurfacing

With the Public Safety Center (PSC) open, this project resurfaced with either asphalt or slurry seal the following: C Street (Mission to Fourth), D Street (Fifth to Fourth), Fifth Avenue (A to Ray Court), and Via Sessi.



San Rafael High School Crosswalk Improvements

The City, partnering with San Rafael City Schools, administered a construction contract to install a mid-block pedestrian crosswalk to allow students and the public to safely cross Third Street east of Union Street.

Other Completed Projects

- **Quiet Zone Implementation for the Jacoby Street Crossing**
 - Following months of coordination with the California Public Utilities Commission, Federal Railroad Administration, and SMART, the City designated the Jacoby Street railroad crossing as a Quiet Zone.
- **Safe Pathways Pedestrian Crossing Improvements**
 - Pedestrian crosswalk improvements near schools are important safety projects for the City. This project installed ADA accessible ramps on Fifth Avenue at River Oaks Road adjacent to Sun Valley Elementary school.
- **Bellam Boulevard and Vista del Mar Pedestrian Improvements**
 - High pedestrian activity in this crosswalk merited installation of flashing beacons and additional street lighting to illuminate the crosswalk.
- **North San Rafael Traffic Signal Connections**
 - To improve connectivity of the existing traffic signal network in the Terra Linda area, this project installed new communication devices that allow remote monitoring from Public Works.
- **Forbes Avenue at H Street Storm Drain Improvement**
 - This small drainage improvement installed a new catch basin on the northwest corner of the intersection and connected it to an existing catch basin on the northeast corner to avoid flooding of accessible wheelchair ramps.
- **City Hall: Council Chambers Accessibility Improvements**
 - The project installed an ADA-compliant wheelchair ramp within the Chambers.
- **Stormwater Operations and Maintenance (annual project)**
 - Maintenance of the City's 12 pump stations.
- **Sidewalk Repair Program 2020-2021**
 - Working hand-in-hand with community members, buckling sidewalks were replaced at many locations across the City. As necessary, trees were removed to accommodate installation of new sidewalks while reducing the possibility of future uplifting from tree roots.

Section IV: Upcoming Projects; Project Description and Budget Details

FUND 205: STORMWATER FUND

205.1 — Rotary Manor Culvert Replacement

Project Information

The damaged corrugated metal pipe (CMP) culvert located underground at Rotary Manor requires replacement and reestablishment of the community gardens above.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	205 Stormwater	\$164,000	\$15,000		
Construction	External Fund			\$1,000,000	
	Subtotal	\$164,000	\$15,000	\$1,000,000	
Total Cost Estimate		\$1,179,000			

205.2 — San Quentin Pump Station Reconstruction

Project Information

The San Quentin Pump Station Reconstruction project will construct a new station to convey storm drain runoff from low-lying areas into the San Francisco Bay as well as rehabilitate the existing discharge pipe located between the station and the Bay.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	205 Stormwater	\$375,000			
Construction	205 Stormwater Grant: Unsecured				\$3,200,000
	Subtotal	\$375,000			
Total Cost Estimate		\$375,000			

205.3 — Storm Drain Replacement at 2111 Francisco Boulevard East

Project Information

The Bay Area Toll Authority (BATA) plans to construct a widened sidewalk on Francisco Boulevard East from the Bay Park Center office complex to Grange Way. This work will complete a gap closure in the bicycle/pedestrian network connecting the Richmond San Rafael Bridge to the Andersen Drive flyover. Existing City storm drain pipes under the proposed sidewalk require replacement which should be performed concurrently with the sidewalk widening project or in advance in conjunction with sanitary sewer work.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	205 Stormwater				
Construction	205 Stormwater		\$100,000		
	Subtotal		\$100,000		
Total Cost Estimate		\$100,000			

205.4 — Francisco Boulevard West at Irwin Street Trash Rack

Project Information

In 2018, the Sonoma-Marin Area Rail Transit (SMART) District closed Francisco Boulevard West to reconstruct the roadway in conjunction with installation of railroad tracks. The sidewalk installed at that time has since impacted City maintenance crews' ability to clean the trash rack at the intersection of Irwin Street. This project will implement changes to allow for better maintenance and flow of drainage waters.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	205 Stormwater			\$100,000	
Construction	205 Stormwater				\$300,000
	Subtotal			\$100,000	\$300,000
Total Cost Estimate		\$400,000			

205.5— C Street Storm Drain Improvements – First to Second Streets

Project Information

The intersection of Second Street at C Street is subject to flooding as a result of settlement of storm drain pipes and the inability to adequately convey water to the downstream storm drain system. This project will make pipe repairs as well as install a new underground drainage system on C Street from Second to First Streets. This first phase will prepare the design only of the project.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	205 Stormwater				\$40,000
Construction	205 Stormwater				\$150,000
	Subtotal				\$190,000
Total Cost Estimate		\$190,000			

205.6— 121 Irwin Street Headwall/Weir

Project Information

Adjacent to the residence of 121 Irwin Street is a historic waterway where runoff intersects the street. This project will design and install a structure to allow drainage runoff to enter the street without the large volume of debris of rock, silt, and mud likewise entering the roadway.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	205 Stormwater		\$25,000		
Construction	205 Stormwater		\$100,000		
	Subtotal		\$125,000		
Total Cost Estimate		\$125,000			

FUND 206: GAS TAX

206.1 — Third Street Safety Improvements: Lindaro to Union Street

Project Information

Funded in part by a Caltrans Highway Safety Improvement Program grant, this project will install new wheelchair ramps, modify traffic signals, install a new communications network, and rehabilitate the asphalt pavement.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$31,000			
	Grant: Caltrans HSIP	\$280,000			
Construction	Grant: TAM Measure A		\$1,000,000		
	Grant: Caltrans HSIP		\$1,295,000		
	246 Traffic Mitigation		\$500,000	\$300,000	
	Subtotal	\$311,000	\$2,795,000	\$300,000	
Total Cost Estimate		\$3,406,000			

206.2 – Third Street Rehabilitation: Miracle Mile to Lindaro Street

Project Information

The City received major allocation from the Transportation Authority of Marin through the Measure A program to rehabilitate Third Street. In 2019, the City completed a Feasibility Study for Third Street corridor. Since then, the corridor has been subdivided into two City projects with this project covering Miracle Mile to Lindaro Street. The Third Street Safety Improvements project will make roadway improvements from Lindaro to Union. The intent of the improvements is to provide congestion relief and safety improvements along Third Street.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	Grant: TAM Measure A	\$1,300,000			
Construction	Grant: TAM Measure A			\$10,600,000	
	206 Gas Tax (RMRA)			\$1,000,000	
	206 Gas Tax			\$650,000	
	Subtotal	\$1,300,000		\$12,250,000	
Total Cost Estimate		\$13,550,000			

206.3 — 20 Meyer Road Slide Repair

Project Information

In November 2020, a small landslide occurred adjacent to the property of 20 Meyer Road. The project will include repairs to the roadway and installation of a retaining wall.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$75,000			
Construction	206 Gas Tax		\$200,000		
	Subtotal	\$75,000	\$200,000		
Total Cost Estimate		\$275,000			

206.4 — Francisco Boulevard East Resurfacing

Project Information

This project includes removal of the existing asphalt and resurfacing Francisco Boulevard East from Vivian Way to Grand Avenue. Adjustment of utilities covers and installation of new striping is included in the scope of work.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax (RMRA)	\$20,000			
Construction	206 Gas Tax (RMRA)		\$2,000,000		
	Subtotal	\$20,000	\$2,000,000		
Total Cost Estimate		\$2,020,000			

206.5 — B St at Woodland Ave: Box Culvert Repairs

Project Information

Feeding into the upper reaches of San Rafael Creek is a reinforced concrete box culvert conveying water away from the Gerstle Park neighborhood. A small portion of the ceiling of the culvert requires rehabilitation to provide better structural stability of the system. This project will replace a section of the culvert as well as coordination with utility companies and regulatory environmental agencies.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$50,000			
Construction	206 Gas Tax		\$250,000		
	Subtotal	\$50,000	\$250,000		
Total Cost Estimate		\$300,000			

206.6 — First Street at Mahon Creek Wall Repair

Project Information

During a winter storm, a small portion of an existing rock retaining wall washed out. This project includes the repair of the wall, which is located on First Street between D Street and E Street.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$16,000			
Construction	206 Gas Tax			\$300,000	
	Subtotal	\$16,000		\$300,000	
Total Cost Estimate		\$316,000			

206.7 — Bungalow Avenue and Woodland Avenue Resurfacing

Project Information

Bungalow Avenue, which is an older street with a concrete road below, requires resurfacing. The project will include installation of wheelchair ramps, rehabilitation of the underground storm drain system, and improved drainage to mitigate flooding at Woodland Avenue. In conjunction with this work, the City will resurface portions of Woodland Avenue between Lindaro Street and B Street following installation of a sewer main project performed by the San Rafael Sanitation District.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$50,000			
Construction	Grant: TAM Measure AA		\$1,050,000		
	Subtotal	\$50,000	\$1,050,000		
Total Cost Estimate		\$1,100,000			

206.8 — Southern Heights Boulevard at Courtright Road Retaining Wall

Project Information

Southern Heights Boulevard at the intersection of the private driveway of Courtright Road shows signs of settlement. This project will install a retaining wall system to support the roadway, resurface the roadway, and install storm drain infrastructure.

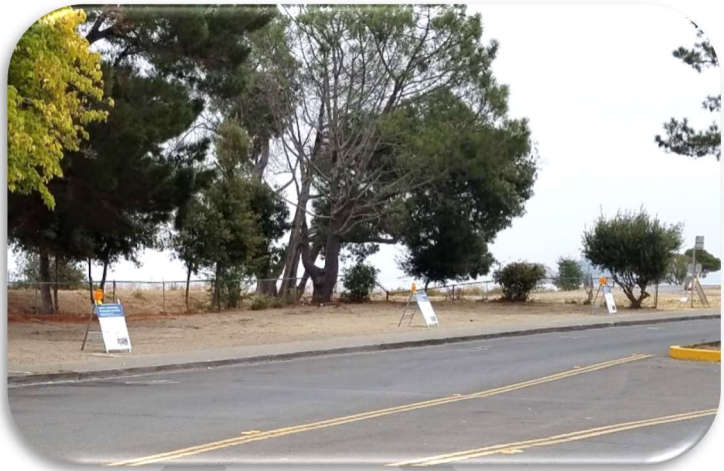


	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$160,000			
Construction	206 Gas Tax (RMRA)			\$800,000	
	Subtotal	\$160,000		\$800,000	
Total Cost Estimate		\$960,000			

206.9 — Schoen Park Modifications

Project Information

As a result of installing new playground amenities at the nearby Pickleweed Park, the City proposes to repurpose the existing area of Schoen Park to create additional on-street parking and help alleviate, in part, the demand for public parking in the Canal and Spinnaker Point neighborhoods.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$76,000			
Construction	206 Gas Tax		\$800,000		
	Subtotal	\$76,000	\$800,000		
Total Cost Estimate		\$876,000			

206.10 — MCSTOPPP Full Trash Capture Device

Project Information

In recent years, the State of California has mandated that cities comply by 2030 with requirements to remove trash and debris from waterways. This project will implement a full trash capture device at one of two storm drain pump stations to remove trash before entering the San Francisco Bay. This project is partially funded through an Environmental Protection Agency (EPA) grant awarded to the County of Marin, who is partnering with the City of San Rafael to implement this project.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	205 Stormwater	\$30,000			
	206 Gas Tax	\$185,000			
Construction	206 Gas Tax				\$810,000
	Grant: EPA				\$590,000
	Subtotal	\$215,000			\$1,400,000
Total Cost Estimate		\$1,615,000			

206.11 — North San Pedro Medians at SMART Railroad Crossing

Project Information

Approaching the railroad crossing on North San Pedro Road are medians used as a supplemental safety measure (SSM) required to have a quiet zone through San Rafael in which the SMART trains does not sound its horn. The City desires to reconstruct these medians at the railroad crossing and refresh the pavement striping.

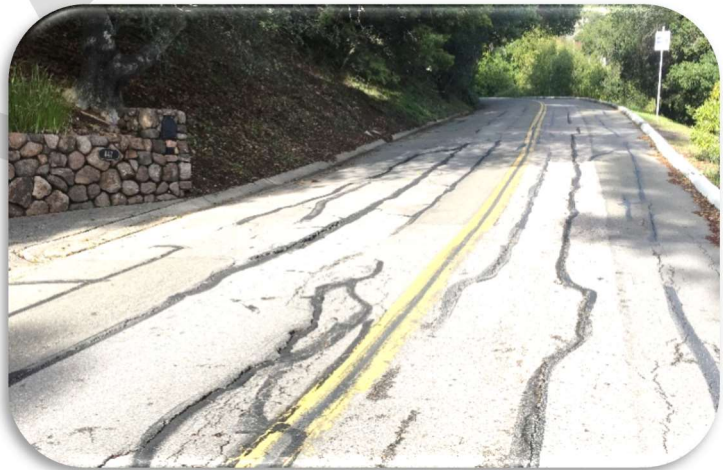


	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax				
Construction	206 Gas Tax			\$100,000	
	Subtotal			\$100,000	
Total Cost Estimate		\$100,000			

206.12 — Fairhills Drive Roadway Rehabilitation

Project Information

This project will consider three separate locations on Fairhills Drive in which settlement of the roadway appears possible near 216, 407, and 447 Fairhills Drive. Resurfacing of the roadway in conjunction with retaining walls will be designed.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax			\$150,000	
Construction	206 Gas Tax				
	Subtotal			\$150,000	
Total Cost Estimate		\$150,000			

206.13 — Woodland Avenue Pedestrian Improvements

Project Information

Adjacent to 132 Woodland Avenue is a wood retaining wall that supports an asphalt pedestrian sidewalk. The retaining wall has deteriorated and needs replacement to ensure the pedestrian sidewalk is functional. This project will review retaining wall alternatives, construct a concrete sidewalk, curb, gutter, and other safety improvements in this location. Resurfacing of the roadway contiguous with the sidewalk improvements will be considered.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	Grant: TAM Measure AA				\$200,000
Construction	206 Gas Tax				
	Subtotal				\$200,000
Total Cost Estimate		\$200,000			

206.14 — Center Street Resurfacing

Project Information

Center Street located in the Sun Valley neighborhood, which is an older street with a concrete road below, requires resurfacing. The project will include installation of wheelchair ramps and improvements to the storm drain system prior to repaving the roadway.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$60,000			
Construction	Grant: TAM Measure AA			\$1,000,000	\$350,000
	Subtotal	\$60,000		\$1,000,000	\$350,000
Total Cost Estimate		\$1,410,000			

206.15 — Professional Center Parkway Sidewalk Gap Closure

Project Information

On the south side of Professional Center Parkway are several gaps in the existing pedestrian facility. This project will review ADA requirements for providing a complete facility, including the need for retaining walls, adjustments to private driveways, and grading of the roadway.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax		\$75,000		
Construction	206 Gas Tax				
	Subtotal		\$75,000		
Total Cost Estimate		\$75,000			

206.16 — Las Gallinas Channel Study

Project Information

Located on Freitas Parkway as well as portions of Del Ganado Road, the City has a concrete lined drainage channel that was a historic waterway. This project will review the existing concrete and assess next steps for repair or other improvements.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax		\$100,000		
Construction	206 Gas Tax				
	Subtotal		\$100,000		
Total Cost Estimate		\$100,000			

206.17 — Merrydale Rd Bicycle Facility Study (Puerto Suello Pathway to North San Pedro Rd)

Project Information

At the top of Lincoln hill/end of Merrydale Road is the end of the Puerto Suello hill pathway. The City, in concert with other stakeholders such as SMART, desires to study potential bicycle facility improvements to connect the Puerto Suello hill pathway to North San Pedro Road. This project is outlined in the City's 2018 Bicycle and Pedestrian Master Plan.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax		\$25,000		
Construction	206 Gas Tax				
	Subtotal		\$25,000		
Total Cost Estimate		\$25,000			

FUND 208: CHILDCARE FUND

208.1 — Childcare Portable Building Replacement

Project Information

The scope of work includes replacement of portable buildings used for childcare centers at the Mary Silveira and Lucas Valley school campuses as well as the Pickleweed Preschool adjacent to the Albert J. Boro Community Center. Due to revenue losses stemming from the pandemic, this project has been temporarily suspended. This project will be reassessed once sufficient funds have been accumulated.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	208 Childcare	\$25,000			
Construction	208 Childcare				
	Subtotal	\$25,000			
Total Cost Estimate		\$25,000			

FUND 241: MEASURE A – PARKS

241.1 — Park and Recreation Master Plan

Project Information

In consultation with the Park and Recreation Commission, the City will review the conditions of all parks and playground structures to understand deficiencies and where future improvements should be focused to meet current codes and ADA regulations. This assessment will become part of a Park and Recreation Master Plan, which Plan will be guided by a steering committee of various stakeholders.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	241 Measure A - Parks		\$250,000		
Construction	241 Measure A - Parks				
	Subtotal		\$250,000		
Total Cost Estimate		\$250,000			

241.2 — Pickleweed Park Enhancements/Field Renovation

Project Information

One of the most heavily utilized fields in San Rafael is located at Albert J. Boro Community Center. This project proposes to replace the natural field with a synthetic turf requiring less maintenance and allowing sporting activities to be permitted throughout the year. Furthermore, this project would implement additional enhancements and amenities at Pickleweed Park and surrounding grounds. All work on this project is subject to the City receiving grant funding for construction, which is currently being sought after at this time.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	241 Measure A - Parks	\$20,000			
Construction	Grant: Prop 68 SPP (Unsecured)				
	Subtotal	\$20,000			
Total Cost Estimate		\$20,000			

241.3 — Sun Valley Park Playground Improvements

Project Information

In preparation for utilizing a Proposition 68 Per Capita grant to replace playground equipment at Sun Valley Park, as well as increase accessibility to the equipment, the City will generate conceptual level exhibits for use during public outreach meetings. Residents will provide feedback on what improvements to pursue during the design and construction phases.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	241 Measure A - Parks	\$25,000	\$50,000		
Construction	241 Measure A - Parks			\$238,000	
	Grant: Per Capita Grant			\$178,000	
	Subtotal	\$25,000	\$50,000	\$416,000	
Total Cost Estimate		\$491,000			

241.4 — Albert Park Field Fencing

Project Information

The baseball field at Albert Park is well utilized by many teams. One project at this field is to install additional netting down the first and third base lines to ensure foul balls do not hit parked vehicles or children playing at the Parkside Children's Center.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	603 Building Maintenance	\$10,000			
Construction	241 Measure A – Parks		\$200,000		
	Subtotal	\$10,000	\$200,000		
Total Cost Estimate		\$210,000			

FUND 246: TRAFFIC MITIGATION FUND

246.1 — Grand Avenue (Second to Fourth Streets) Class IV Cycle Track

Project Information

The 2018 update to the City's Bicycle and Pedestrian Master Plan includes the study and installation of a Class IV protected bicycle facility on Grand Avenue between Second Street and Fourth Street. A portion of this corridor is also the upper reaches of the San Francisco Bay Trail alignment. This project will conceptualize potential improvements and seek grant funding for the portion between Second and Third Streets located on the Bay Trail.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	206 Gas Tax	\$30,000	\$100,000		
Construction	206 Gas Tax		\$75,000		
	246 Traffic Mitigation		\$500,000		
	Grant: SF Bay Trail (Unsecured)		\$225,000		
	Subtotal	\$30,000	\$900,000		
Total Cost Estimate		\$930,000			

246.2 — Fourth Street/Second Street at Miracle Mile Intersection Improvements

Project Information

The 2018 update to the City's Bicycle and Pedestrian Master Plan includes the study and design of intersection improvements at Fourth Street/Second Street and Miracle Mile to improve pedestrian, bicycle, and motor vehicle access. The proposed funding for this project will review existing conditions and provide conceptual design exhibits for soliciting public feedback.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	246 Traffic Mitigation			\$150,000	
Construction	246 Traffic Mitigation				
	Grant: (Unsecured)				
	Subtotal			\$150,000	
Total Cost Estimate		\$150,000			

246.3 — Bellam Boulevard Traffic Study

Project Information

Bellam Boulevard is a heavily traveled corridor linking Interstate 580 and Highway 101. Planned improvements to be implemented by the Transportation Authority of Marin (TAM) within the next two years will assist in reducing congestion at Bellam Boulevard and the northbound Highway 101 off-ramp. The proposed funding will study the corridor for operational improvements once TAM's future work is complete.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	246 Traffic Mitigation				\$100,000
Construction	246 Traffic Mitigation				
	Subtotal				\$100,000
Total Cost Estimate		\$100,000			

246.4 – Citywide Traffic Signal Battery Backup Systems

Project Information

During Fall 2019, Pacific Gas & Electric (PG&E) de-energized electrical lines throughout Marin County and the Bay Area as a safety precaution. The events, known as Public Safety Power Shutoffs (PSPS), resulted in traffic signals going dark and thus impacting traffic throughout the City. This on-going project proposes to install battery backup systems at critical signalized intersections to ensure traffic flow during PSPS events and other power disruptions.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	246 Traffic Mitigation				
Construction	246 Traffic Mitigation		\$75,000	\$75,000	\$75,000
	Subtotal		\$75,000	\$75,000	\$75,000
Total Cost Estimate		\$225,000			

246.5 — Second Street Intersection Improvements

Project Information

Second Street is a major thoroughfare through Downtown San Rafael. This project will consider ways to improve critical intersections including but not limited to pavement resurfacing, wheelchair ramps, and traffic signal upgrades with new communication equipment.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	246 Traffic Mitigation	\$240,000	\$100,000		
Construction	246 Traffic Mitigation				\$200,000
	Subtotal	\$240,000	\$100,000		\$200,000
Total Cost Estimate		\$540,000			

246.6 – Bicycle and Pedestrian Master Plan Update

Project Information

The heart of bicycle and pedestrian projects is a strong and robust master plan that provides a framework for future facilities. To this end, the City desires to update its 2018 master plan to account for changing conditions and community desires. This plan update will also incorporate a section on trails throughout the City and provide a framework for future trail projects.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	246 Traffic Mitigation 241 Measure A – Parks		\$100,000 \$100,000		
Construction	246 Traffic Mitigation				
	Subtotal		\$200,000		
Total Cost Estimate		\$200,000			

FUND 420: MEASURE E – ESSENTIAL FACILITIES

420.1 — Fire Stations 54 and 55 Remodel

Project Information

Work includes remodeling of the existing fire stations to meet current state and local codes for the safety of the firefighters and the residents they serve. This is part of Phase II of the strategic plan approved in July 2015 for essential public safety facilities.



Fire Station 54



Fire Station 55

	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	420 Measure E	\$655,000			
Construction	420 Measure E		\$8,600,000		
	Subtotal	\$655,000	\$8,600,000		
Total Cost Estimate		\$9,255,000			

FUND 603: BUILDING MAINTENANCE

603.1 – Albert Park Ball Field: ADA Wheelchair Ramp and Restroom Improvements

Albert Park Ball Field is utilized throughout the year for sporting events. This project includes ADA improvements, including a new wheelchair ramp adjacent to an existing staircase, as well as installation of a prefabricated restroom.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	603 Building Maintenance	\$55,000			
Construction	603 Building Maintenance	\$235,000	\$100,000		
	Subtotal	\$290,000	\$100,000		
Total Cost Estimate		\$390,000			

603.2 – Shoreline Park Restroom

Project Information

The restroom has been non-operational and closed for several years. Repairs are necessary to restore proper functioning of the restroom. The new restroom installed will be built to meet the latest ADA standards.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	603 Building Maintenance				
Construction	603 Building Maintenance	\$40,000	\$150,000		
	Subtotal	\$40,000	\$150,000		
Total Cost Estimate		\$190,000			

603.3 – Albert J. Boro Community Center: Leveling

Project Information

The Albert J. Boro Community Center was built on softer soils near the San Francisco Bay which have resulted in the building settling over time. The proposed project will level portions of the building that have settled.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	603 Building Maintenance				
Construction	603 Building Maintenance		\$150,000		
	Subtotal		\$150,000		
Total Cost Estimate		\$150,000			

603.4 – Albert J. Boro Community Center: Lighting, HVAC, and Roofing

Project Information

After many years of use, the lighting within areas of the Albert J. Boro Community Center as well as portions of the heating, ventilation, and air conditioning (HVAC) systems need to be replaced. These electrical upgrades are eligible to be paid for by a zero percent interest loan from Pacific Gas and Electric (PG&E). Prior to the HVAC work, sections of the existing roof must be replaced to ensure a watertight seal.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	603 Building Maintenance				
Construction	603 Building Maintenance		\$225,000		
	Subtotal		\$225,000		
Total Cost Estimate		\$225,000			

603.5 – Falkirk Cultural Center: ADA Improvements

Project Information

Built in 1888, the Falkirk Cultural Center sits atop an 11-acre estate that houses beautiful gardens and art galleries. The gardens include a concrete pathway with retaining walls to allow access to the third floor of the mansion. The proposed project will design and reconstruct this pathway to meet current ADA requirements.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	603 Building Maintenance				
Construction	603 Building Maintenance			\$60,000	\$400,000
	Subtotal			\$60,000	\$400,000
Total Cost Estimate		\$460,000			

603.6 – Gerstle Park Restroom Repair

Project Information

The Facility Assessment Study identified deficiencies within several City facilities. This project is based on the recommendations in the study and includes replacing the siding of an existing restroom at Gerstle Park.

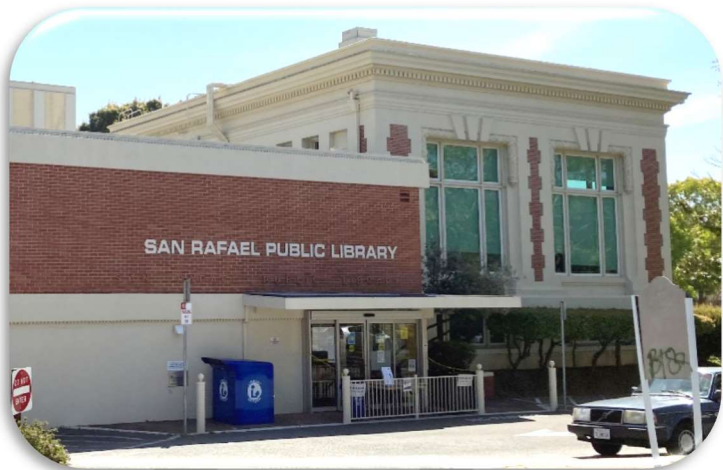


	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	603 Building Maintenance				
Construction	603 Building Maintenance		\$40,000		
	Subtotal		\$40,000		
Total Cost Estimate		\$40,000			

603.7 – Downtown Library: Bathroom Conversion

Project Information

The downtown library desires to convert an existing staff restroom into a publicly accessible restroom. This is to increase the number of publicly accessible adult restroom facilities from one to two.



	Funding Source	Prior Funding	FY 2021-22	FY 2022-23	FY 2023-24
Planning/Design	Private Donation			\$20,000	
Construction	Private Donation				\$60,000
	Subtotal			\$20,000	\$60,000
Total Cost Estimate		\$80,000			

Section V: Rating Categories and Project Ratings

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RATING CATEGORIES	Health / Safety / Liability	Priority Initiative	Time-Sensitive Funds	Maintain/Enhance Functionality
WEIGHTING	35%	20%	25%	20%
RANK SCORING 1 to 10	7 - 10 strong contribution toward public health & safety and/or reduction of City liability	7 - 10 strong support from community/Council aligns with City goals	10 grant funded, urgent	7 - 10 urgent repair/rehab/ replacement of City asset necessary
	4 - 6 some improvement to public health & safety and/or reduction of City liability	4 - 6 some support from community/Council meets City objectives	7 grant funded, upcoming timeline 3 grant funded, no timeline	4 - 6 repair/rehab/replacement of City asset should be completed eventually
	0 - 3 little improvement to public health & safety and/or reduction of City liability	0 - 3 little support from community/Council little contribution toward City goals	0 not time sensitive	0 - 3 repair/rehab/replacement of City asset can be deferred

Health/ Safety/ Liability:

Projects that are critical to public health and safety or significantly reduce the City's risk of liability will receive a higher rating. This category includes projects with may be the result of litigation.

Priority Initiative:

This category assigns priority to projects based on City's goals including the guiding principles of Together San Rafael, the General Plan, community and/or City Council supported projects, and equity.

Time-Sensitive Funds:

CIP projects funded by state/federal grants often have funding deadlines. Grant-funded projects with timely-use-of-funding requirements will be rated higher than those without upcoming deadlines.

Maintain Functionality:

This category rates projects according to the importance and urgency of the proposed repair, rehabilitation, or replacement. Proposed maintenance that can be deferred will be rated lower than pressing maintenance on a critical city asset.

Project Rating System

FUNDING SOURCE		PROJECT NAME	STATUS	RANK SCORING 1 to 10	Health / Safety / Liability	Priority Initiative	Time- Sensitive Funds	Maintain / Enhance Functionality
					35%	20%	25%	20%
205	Stormwater	Rotary Manor Culvert Replacement	In Design	7.5	10	10	0	10
205	Stormwater	San Quentin Pump Station Reconstruction	In Design	7.1	10	8	0	10
205	Stormwater	Francisco Blvd West at Irwin St: Trash Rack		6.4	9	6	0	10
205	Stormwater	Storm Drain Replacement at 2111 Francisco Blvd East	In Design	5.8	8	6	0	9
205	Stormwater	MCSTOPPP: Catch Basin Trash Capture	In Design	5.7	7	8	0	8
205	Stormwater	121 Irwin St Headwall/Weir		4.4	5	4	0	9
205	Stormwater	Las Casas Drainage Basin Repair		4.2	5	5	0	7
205	Stormwater	Piombo Pump Station: Electrical Panel Replacement		4.0	4	5	0	8
205	Stormwater	Levee Analysis Inventory Study		3.1	3	8	0	2
205	Stormwater	Spinnaker Point Salt Marsh Remediation (Conceptual Design Only)		1.7	2	3	0	2
206	Gas Tax - RMRA	Third St Safety Improvements: Lindaro St to Union St	In Design	8.9	9	8	10	8
206	Gas Tax	Third St Rehabilitation: Miracle Mile to Lindaro St	In Design	7.8	8	8	7	8
206	Gas Tax	Canal Neighborhood Pedestrian Improvements	In Construction	7.3	9	8	7	4
206	Gas Tax	20 Meyer Rd Slide Repair	In Design	7.1	10	8	0	10
206	Gas Tax - RMRA	Francisco Blvd East Resurfacing	In Design	7.0	8	8	3	9
206	Gas Tax	B St at Woodland Ave: Box Culvert Repairs	In Design	7.0	10	8	0	9
206	Gas Tax	North San Pedro Medians at SMART Railroad Crossing		6.6	9	8	0	9
206	Gas Tax	First St at Mahon Creek Wall Repair	In Design	6.4	9	8	0	8
206	Gas Tax	Bungalow Ave & Woodland Ave Resurfacing	In Design	6.3	6	9	3	8
206	Gas Tax - RMRA	Southern Heights Blvd at Courtright Rd: Retaining Wall	In Design	6.2	9	7	0	8
206	Gas Tax	Fairhills Dr Roadway Rehabilitation		6.2	9	7	0	8
206	Gas Tax	Woodland Ave Ped Improvements		6.0	8	8	0	8
206	Gas Tax	Schoen Park Modifications	In Design	5.7	6	10	0	8
206	Gas Tax - RMRA	Center St Resurfacing - Phase 1 & 2		5.7	5	7	3	9
206	Gas Tax	Storm Drain Improvements: East St at Jessup St		5.4	8	5	0	8
206	Gas Tax	Fourth St Curb Ramp Replacement		5.3	7	7	0	7
206	Gas Tax	Storm Drain Improvements: C St from First St to Second St		5.1	6	6	0	9
206	Gas Tax	Los Gamos Rd at Oleander Dr Flood Warning System		5.0	8	7	0	4
206	Gas Tax - RMRA	Redwood Hwy Resurfacing: Civic Center Dr to Smith Ranch Rd		4.9	5	5	3	7
206	Gas Tax	Storm Drain Improvements: First St at D St		4.6	5	5	0	9
206	Gas Tax	Professional Center Pkwy Sidewalk Gap Closure		4.5	6	7	0	5
206	Gas Tax	Las Gallinas Channel Study		4.5	6	7	0	5
206	Gas Tax	Merrydale Rd (Puerto Suello Pathway to North San Pedro Rd) Bicycle Facility Study		4.5	6	7	0	5
206	Gas Tax	Storm Drain Improvements: Woodland Ave		4.4	5	5	0	8
206	Gas Tax	Mission Ave (B St to E St) Sidewalk Gap Closure		4.1	7	5	0	3
206	Gas Tax	Merrydale Pathway - North Connector Study	Conceptual	4.0	5	8	0	3
206	Gas Tax	Riviera Dr Resurfacing - Phase 1		3.2	4	4	0	5
206	Gas Tax	Riviera Dr Resurfacing - Phase 2		3.2	4	4	0	5
206	Gas Tax	Manderly Rd Medians		2.9	3	5	0	4
206	Gas Tax	Freitas Pkwy and Montecillo Intersection (K-rail Only)		2.7	6	3	0	0

Project Rating System

208	Childcare Fund	Childcare Portable Building Replacement (Silveira/Pickleweed/Lucas	Suspended	7.5	10	10	0	10
208	Childcare Fund	Childcare Portable Building Replacement (Vallecito)		5.3	7	7	0	7
208	Childcare Fund	Parkside Preschool Playground Tent Replacement		5.3	7	6	0	8
235	Baypoint Lagoon Assessment Dis	Cayes Pump Station Control System	In Design	6.1	6	7	3	9
241	Measure A: Parks	Sun Valley Park Playground Improvements	Conceptual	7.2	7	7	7	8
241	Measure A: Parks	Albert Park Field Fencing	In Design	6.5	10	5	0	10
241	Measure A: Parks	Park and Recreation Master Plan	In Design	6.2	8	9	0	8
246	Traffic Mitigation	Grand Ave (Second St to Fourth St) Class IV Cycle Track	Conceptual	6.1	6	8	3	8
246	Traffic Mitigation	Freitas Pkwy at Del Presidio Roundabout		5.8	9	8	0	5
246	Traffic Mitigation	Fourth St/Second St at Miracle Mile Intersection Improvements	Conceptual	5.6	8	7	0	7
246	Traffic Mitigation	Bellam Blvd Traffic Study		5.6	9	6	0	6
246	Traffic Mitigation	B St Fiber & Communication Extensions	In Design	5.5	7	8	0	7
246	Traffic Mitigation	Citywide Traffic Signal Battery Backup Systems		5.3	7	7	0	7
246	Traffic Mitigation	North San Rafael Traffic Signal Connections	In Construction	5.3	7	7	0	7
246	Traffic Mitigation	Second St Intersection Improvements		5.3	6	8	0	8
246	Traffic Mitigation	Fourth St Signal System Improvements: B St to Cijos St		4.7	6	7	0	6
246	Traffic Mitigation	Fifth Ave Signal System Improvements: Court St to E St	In Construction	4.4	5	6	0	7
246	Traffic Mitigation	Bike Connection from Second/Tamalpais to Third/Tamalpais		4.2	5	6	0	6
246	Traffic Mitigation	B St 2-Way Conversion	In Design	4.1	3	10	0	5
246	Traffic Mitigation	Safe Routes to School: Davidson Phase 2		4.0	5	5	0	6
246	Traffic Mitigation	Bellam Blvd and Andersen Dr Intersection Improvements		4.0	5	4	0	7
420	Measure E: Essential Facilities	Fire Stations 54 & 55 Remodel	In Construction	7.5	10	10	0	10
501	Parking Services	Seismic Upgrades to Parking Structures at Third St/A St and Third St/C St		6.9	10	9	0	8
501	Parking Services	Seismic Upgrades to Parking Structure at Fifth Ave/C St		6.9	10	9	0	8
501	Parking Services	Fifth Ave/Garden Ln Parking Lot Resurfacing		6.2	8	9	0	8
501	Parking Services	Seismic Upgrades to Parking Structure at Third St/Lootens Pl		4.7	10	0	0	6

Project Rating System

603	Building Maintenance	Albert Park Ball Field: ADA Wheelchair Ramp and Restroom	In Design	7.5	10	10	0	10
603	Building Maintenance	A.J. Boro Community Center: Leveling		6.7	10	7	0	9
603	Building Maintenance	A.J. Boro Community Center: Lighting, HVAC, Roofing Replacement		6.6	8	7	3	8
603	Building Maintenance	Falkirk Cultural Center: ADA Improvements		6.6	9	7	0	10
603	Building Maintenance	City Hall/Library Fire Sprinkler System (Study/Design Only)		6.5	10	8	0	7
603	Building Maintenance	Gerstle Park Restroom Repair		6.5	10	6	0	9
603	Building Maintenance	Shoreline Park Restroom	In Design	6.3	10	5	0	9
603	Building Maintenance	City Hall: Council Chambers Accessibility Improvements	In Construction	6.1	10	7	0	6
603	Building Maintenance	B Street Community Center: Stage Area Electrical Panel Upgrade		5.9	10	5	0	7
603	Building Maintenance	Downtown Library: Bathroom Conversion		5.3	6	7	0	9
603	Building Maintenance	City Hall: Server Room Sewer Repair		5.1	7	7	0	6
603	Building Maintenance	Terra Linda Pool House Electrical Upgrades		4.9	7	5	0	7
603	Building Maintenance	B Street Community Center: Parking Lot Resurfacing		4.5	7	5	0	5
603	Building Maintenance	Pickleweed Park Resilience Hub		4.3	6	6	0	5
603	Building Maintenance	Terra Linda Community Center: HVAC Replacement		3.1	3	5	0	5
603	Building Maintenance	Resurface City Hall Parking Lots, Lower and Upper		2.9	3	4	0	5
603	Building Maintenance	Downtown Library: Reroof		2.7	3	3	0	5
603	Building Maintenance	Victor Jones Park Restroom Repair		2.7	3	3	0	5
603	Building Maintenance	Court Street Plaza Fountain Repair		2.1	2	2	0	5
603	Building Maintenance	Downtown Library: Children's Patio Enclosure		2.1	2	3	0	4
603	Building Maintenance	Terra Linda Recreation Center Hardscape Repair		2.1	2	2	0	5
603	Building Maintenance	A.J. Boro Community Center: Parking Lot Expansion		2.0	0	5	0	5

Section VI: Project Funding Tables

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Fund 206 - Gas Tax									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
Third St Safety Improvements: Lindaro St to Union St	In Design	\$31,000			\$1,000,000				
Grant: Measure A Major Road Improvements					\$1,295,000				
Grant: Caltrans HSIP		\$280,000			\$500,000		\$300,000		
Transfer from Fund 246									
Third St Rehabilitation: Miracle Mile to Lindaro St	In Design				\$500,000				
Grant: State-Local Partnership Program					\$1,500,000				
Grant: Measure A Major Road Improvements		\$1,300,000			\$8,700,000				
SB1: Road Maintenance & Rehab Account (RMRA)					\$1,000,000				
B St Fiber & Communication Extensions	In Design				\$150,000				
20 Meyer Rd Slide Repair	In Design	\$75,000			\$200,000				
Francisco Blvd East Resurfacing	In Design								
SB1: Road Maintenance & Rehab Account (RMRA)		\$20,000			\$2,000,000				
B St at Woodland Ave: Box Culvert Repairs	In Design	\$50,000			\$250,000				
First St at Mahon Creek Wall Repair	In Design	\$16,000					\$300,000		
Bungalow Ave & Woodland Ave Resurfacing	In Design	\$50,000							
TAM Measure AA					\$1,050,000				
Southern Heights Blvd at Courtright Rd: Retaining Wall	In Design	\$160,000							
SB1: Road Maintenance & Rehab Account (RMRA)							\$800,000		
Schoen Park Modifications	In Design	\$76,000			\$800,000				
MCSTOPPP: Catch Basin Trash Capture	In Design	\$185,000							\$810,000
Additional 205 Funds		\$30,000							
Grant: EPA									\$590,000
North San Pedro Medians at SMART Railroad Crossing	6.6						\$100,000		
Fairhills Dr Roadway Rehabilitation	6.2					\$150,000			
TAM Measure AA									
Woodland Ave Ped Improvements	6								
TAM Measure AA								\$200,000	
Grant: Unsecured									
Center St Resurfacing - Phase 1 & 2	5.7	\$60,000							
TAM Measure AA							\$1,000,000		\$350,000
Professional Center Pkwy Sidewalk Gap Closure	4.5			\$75,000					
Las Gallinas Channel Study	4.5			\$100,000					
Merrydale Rd (Puerto Suello Pathway to North San Pedro Rd) Bicycle Facility Study	4.5			\$25,000					
Unfunded Projects Shown Below									
Storm Drain Improvements: East St at Jessup St	5.4								
Fourth St Curb Ramp Replacement	5.3								
Grant: Unsecured									
Los Gamos Rd at Oleander Dr Flood Warning System	5								
Redwood Hwy Resurfacing: Civic Center Dr to Smith Ranch Rd	4.9								
Storm Drain Improvements: First St at D St	4.6								
Storm Drain Improvements: Woodland Ave	4.4								
Mission Ave (B St to E St) Sidewalk Gap Closure	4.1								
Grant: Unsecured									
Merrydale Pathway - North Connector Study	Conceptual								
Grant: Unsecured									
Subtotal Fund 206 Only					\$3,150,000		\$1,550,000		\$1,360,000
Subtotal RMRA Funds Only					\$3,000,000		\$800,000		\$0
Subtotal (Grant-funded)					\$12,495,000		\$0		\$590,000
Subtotal Other Funds (Non-206/Non-RMRA/Non-Grant)					\$500,000		\$300,000		\$0
Grand Total (All Fund Types)					\$19,145,000		\$2,650,000		\$1,950,000

Fund 205 - Stormwater									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
Rotary Manor Culvert Replacement	In Design	\$164,000		\$15,000					
External (Non-Stormwater Account) Fund							\$1,000,000		
San Quentin Pump Station Reconstruction	In Design	\$375,000							
Grant: Unsecured									
Storm Drain Replacement at 2111 Francisco Blvd East	In Design				\$100,000				
Francisco Blvd West at Irwin St: Trash Rack	6.4					\$100,000	\$300,000		
Storm Drain Improvements: C St from First St to Second St	5.1							\$40,000	\$150,000
121 Irwin St Headwall/Weir	4.4			\$25,000	\$100,000				
Unfunded Projects Shown Below									
Las Casas Drainage Basin Repair	4.2								
Piombo Pump Station: Electrical Panel Replacement	4								
Levee Analysis Inventory Study	3.1								
Spinnaker Point Salt Marsh Remediation (Conceptual Design Only)	1.7								
Grant: Measure AA (Unsecured)									
Subtotal Fund 205 Only					\$240,000		\$400,000		\$190,000
Subtotal Non-205 Funds					\$0		\$1,000,000		\$0
Grand Total (All Fund Types)					\$240,000		\$1,400,000		\$190,000

Fund 208 - Childcare									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
						Unfunded Projects Shown Below			
Childcare Portable Building Replacement (Silveira/Pickleweed/Lucas Valley)	Suspended	\$25,000							
Childcare Portable Building Replacement (Vallecito)	5.3								
Parkside Preschool Playground Tent Replacement	5.3								
Total from Fund 208									

Fund 235 - Baypoint Lagoon Assessment District									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
Unfunded Projects Shown Below									
Cayes Pump Station Control System	In Design	\$80,000							
Total from Fund 235									

Fund 241 - Measure A: Parks									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
Park and Recreation Master Plan	In Design			\$250,000				Measure A funds sunset during FY 21-22. No future funding will be available unless voters approve a ballot measure to replace this revenue stream.	
Pickleweed Park Enhancements/Field Renovation	Conceptual	\$20,000							
Grant: Unsecured									
Sun Valley Park Playground Improvements	Conceptual	\$25,000		\$50,000			\$238,000		
Grant: Prop 68 Per Capita							\$178,000		
Albert Park Field Fencing	In Design				\$200,000				
Additional 603 Funds		\$10,000							
Trails Master Plan - Integrated with Bike & Ped Master Plan (transfer to Fund 246)	Conceptual			\$100,000					
Bernard Hoffman Playground Improvements	6								
Gerstle Park Tennis Court Resurfacing and ADA Improvements	5.9								
Peacock Gap Tennis Court Resurfacing and ADA Improvements	5.9								
Boyd Park Tennis Court Resurfacing and ADA Improvements	5.9								
Santa Margarita Tennis/Basketball Court Resurfacing and ADA Improvements	5.9								
Grant: Unsecured Prop 68 grant									
Peacock Gap Park Playground Improvements	4.9								
Gerstle Park Playground Improvements	4.4								
Boyd Park Playground Improvements	4								
Unfunded Projects Shown Below									
Terra Linda Community Center: Pool Shade Structure	3.1								
Terra Linda Community Center: Basketball Court Repaving	2.9								
Bernard Hoffman Drainage and Irrigation Improvements	2								
Starkweather Park Improvements	1.8								
Total from Fund 241					\$600,000		\$238,000		

Fund 246 - Traffic Mitigation									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
Third Street Safety Improvements: Lindaro to Union (transfer to Fund 206)	See 206	\$800,000							
Grand Ave (Second St to Fourth St) Class IV Cycle Track	Conceptual			\$500,000					
Additional 206 Funds		\$30,000		\$100,000	\$75,000				
Grant: Unsecured Bay Trail grant				\$225,000					
Fourth St/Second St at Miracle Mile Intersection Improvements	Conceptual					\$150,000			
Grant: Unsecured									
Bike & Ped Master Plan: Update	Conceptual			\$100,000					
Trails Master Plan - Integrated with Bike & Ped Master Plan (transfer from Fund 241)				\$100,000					
Bellam Blvd Traffic Study	5.6							\$100,000	
Citywide Traffic Signal Battery Backup Systems	5.3			\$75,000		\$75,000		\$75,000	
Second St Intersection Improvements	5.3	\$240,000		\$100,000				\$200,000	
				Unfunded Projects Shown Below					
Freitas Pkwy at Del Presidio Roundabout	5.8								
Grant: Unsecured									
Fourth St Signal System Improvements: B St to Cijos St	4.7								
Grant: Unsecured									
Safe Routes to School: Davidson Phase 2	4								
Bellam Blvd and Andersen Dr Intersection Improvements	4								
North San Pedro and Merrydale Intersection: Feasibility Study	#N/A								
Subtotal 246 Funds				\$875,000		\$225,000		\$375,000	
Subtotal Grant Funding				\$225,000		\$0		\$0	
Subtotal Other Non-246 Funds				\$175,000		\$0		\$0	
Grand Total (All Fund Types)				\$1,275,000		\$225,000		\$375,000	

Fund 420 - Essential Facilities									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
Fire Stations 54 & 55 Remodel	In Construction	\$655,000		\$8,600,000					
Total from Fund 420				\$8,600,000		\$0		\$0	

Fund 501 - Parking Services									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
Unfunded Projects Shown Below									
Seismic Upgrades to Parking Structures at Third St/A St and Third St/C St	6.9								
Seismic Upgrades to Parking Structure at Fifth Ave/C St	6.9								
Fifth Ave/Garden Ln Parking Lot Resurfacing	6.2								
Seismic Upgrades to Parking Structure at Third St/Lootens Pl	4.7								
Total from Fund 501					\$0		\$0		\$0

Fund 603 - Building Maintenance									
Project Name	Rank Scoring 1 to 10	Prior Funding		FY 2021-22		FY 2022-23		FY 2023-24	
		Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction	Planning / Design	Construction
Albert Park Ball Field: ADA Wheelchair Ramp and Restroom	In Design	\$55,000	\$235,000		\$100,000				
Shoreline Park Restroom	In Design		\$40,000		\$150,000				
A.J. Boro Community Center: Leveling	6.7				\$150,000				
A.J. Boro Community Center: Lighting, HVAC, Roofing Replacement	6.6				\$225,000				
Grant: Unsecured									
Falkirk Cultural Center: ADA Improvements	6.6					\$60,000			\$400,000
Gerstle Park Restroom Repair	6.5				\$40,000				
Downtown Library: Bathroom Conversion	5.3								
Donated Funds						\$20,000	\$60,000		
Unfunded Projects Shown Below									
City Hall/Library Fire Sprinkler System (Study/Design Only)	6.5								
B Street Community Center: Stage Area Electrical Panel Upgrade	5.9								
City Hall: Server Room Sewer Repair	5.1								
Terra Linda Pool House Electrical Upgrades	4.9								
B Street Community Center: Parking Lot Resurfacing	4.5								
Pickleweed Park Resilience Hub	4.3								
Terra Linda Community Center: HVAC Replacement	3.1								
Resurface City Hall Parking Lots, Lower and Upper	2.9								
Downtown Library: Reroof	2.7								
Victor Jones Park Restroom Repair	2.7								
Court Street Plaza Fountain Repair	2.1								
Downtown Library: Children's Patio Enclosure	2.1								
Terra Linda Recreation Center Hardscape Repair	2.1								
A.J. Boro Community Center: Parking Lot Expansion	2								
Total from Fund 603					\$665,000		\$60,000		\$400,000



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

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

City Manager Approval: _____

TOPIC: MARIN-SONOMA BIKE SHARE PROGRAM

SUBJECT: RESOLUTION AUTHORIZING BOLT MOBILITY TO OPERATE SHARED ELECTRIC BICYCLES WITHIN CITY LIMITS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A COORDINATION AGREEMENT WITH BOLT MOBILITY, THE SONOMA COUNTY TRANSPORTATION AUTHORITY, TRANSPORTATION AUTHORITY OF MARIN, AND PARTNER AGENCIES TO IMPLEMENT A REGIONAL BIKE SHARE PROGRAM

RECOMMENDATION: Adopt the resolution.

EXECUTIVE SUMMARY: Approval of the attached resolution will grant Bolt Mobility (Bolt) the right to operate a Bike Share program in a public-private partnership with the City of San Rafael for a 36-month term, with optional annual renewals through April 14, 2025. The pilot program will be funded through a Metropolitan Transportation Commission (MTC) grant, sponsorship, and usage fees. The Bike Share program in the City will be within both public and private rights-of-way, to be granted as necessary through siting of bike parking and encroachment permits. The resolution will also grant the City Manager authority to enter into a Coordination Agreement between Bolt, the Sonoma County Transportation Authority (SCTA), the Transportation Authority of Marin (TAM), and other partner jurisdictions.

BACKGROUND: In August 2018, MTC awarded SCTA (grantee) and TAM (grantee) an \$826,000 Bike Share Capital Program grant for the Marin-Sonoma Bike Share Program. The goal of the grant is to support expansion of bicycle access and facilitate multimodal transportation in connection with existing transit operators. Each local agency participating within Sonoma and Marin counties (Participating Agency) must enter into a Coordination Agreement in order to implement the Bike Share Program. SCTA will function as the fiscal agent, while SCTA and TAM will cooperatively manage the program.

Goals of the program:

- To encourage and support the expansion of bicycle use through bike sharing
- To facilitate multimodal transportation with local transit
- To address first/last mile connections for commuters who use Sonoma-Marina Area Rail Transit (SMART) and other transit systems

ANALYSIS: In April 2020, a Program Agreement was signed by SCTA with Gotcha Mobility LLC as the vendor for the Marin-Sonoma Bike Share Program. The Program Agreement was subsequently reassigned to Bolt Mobility after their acquisition of Gotcha Mobility LLC. Bolt will provide 300 or more

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

electric assist bikes and will establish station hubs for bike share parking throughout the participating jurisdictions. Station hub locations will be determined through a technical analysis, public input, and Participating Agency guidance. Outreach will help determine bike parking locations and will encourage community participation.

Once operations begin, electronic data will be collected and analyzed through Bolt's database. This information will be used to streamline service, make adjustments to parking if necessary, and improve system management. All data will be available for Participating Agencies, through SCTA and TAM, as a way to monitor goals and key performance indicators. Bolt will procure and set-up all hardware and software necessary for operations. Bike racks and other parking delineations installed for this purpose will remain property of Bolt.

As a Participating Agency, the City of San Rafael will benefit from improved transportation access. This access can encourage economic growth and promote mode shift, thereby reducing greenhouse gas emissions and traffic congestion.

POLICY IMPACTS: The project supports goals to reduce county and local greenhouse gas emissions, encourage mode shift, and increase public health within the community.

ENVIRONMENTAL IMPACTS: City staff has determined the Bike Share Program is categorically exempt under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15304, Minor Alterations to Land subsections (a), (f) and (h) as well as Section 15301 Existing Facilities subsection (c), of the California Code of Regulations Title 14, Chapter 3.

FISCAL IMPACT: The Bike Share Program will be funded through a grant from MTC that was awarded to SCTA and TAM. The Bike Share Program will require City staff time for participation in the working group, outreach, and permitting. Staff proposes that the City waive permitting fees (estimated to be under \$3,000) associated with installation and operations of the program.

RECOMMENDED ACTION: Adopt the resolution authorizing Bolt the right to operate shared electric bicycles within City limits and authorizing the City Manager to enter into a Coordination Agreement between the City, Bolt, SCTA, TAM, and partner agencies

ATTACHMENTS:

1. Resolution
2. Statement of CEQA Exemption
3. Draft Coordination Agreement
4. Presentation

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING BOLT MOBILITY TO OPERATE SHARED ELECTRIC BICYCLES WITHIN CITY LIMITS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A COORDINATION AGREEMENT WITH BOLT MOBILITY, THE SONOMA COUNTY TRANSPORTATION AUTHORITY, TRANSPORTATION AUTHORITY OF MARIN, AND PARTNER AGENCIES TO IMPLEMENT A REGIONAL BIKE SHARE PROGRAM

WHEREAS, the City of San Rafael has acknowledged that bike share programs encourage mode shift from single occupancy vehicles to shared transportation systems. This shift helps to increase the health of the community, decrease greenhouse gas emissions and reduce traffic congestion; and

WHEREAS, the Sonoma County Transportation Authority ("SCTA") and Transportation Authority of Marin ("TAM") jointly applied for the Bike Share Capital Program through Metropolitan Transportation Authority ("MTC"), and in August 2018 were awarded an \$826,000 grant for the implementation of a bike share pilot program in Sonoma and Marin counties ("Marin-Sonoma Bike Share") in connection with Sonoma Marin Area Rail Transport ("SMART"); and

WHEREAS, on April 14, 2020, SCTA approved a Program Agreement with Bolt Mobility to operate a minimum of 300 electric bicycles and designated parking spaces for the bikes program-wide as a part of the Bike Share Pilot Program and as a way to facilitate "first" and "last mile" connections to transit trips; and

WHEREAS, Bolt Mobility will operate, and maintain the Bike Share Pilot Program within the City of San Rafael at no direct cost to the City; and

WHEREAS, all monitoring and evaluation of the Bike Share Pilot Program will be conducted by Bolt Mobility and overseen by the SCTA and TAM; and

WHEREAS, the City desires to enter into a Coordination Agreement with SCTA, TAM, Bolt Mobility, and participating local agencies (Participating Agencies) establishing roles and responsibilities for the Bike Share Pilot Program; and

WHEREAS, the City of San Rafael has determined the Bike Share Program is categorically exempt under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15304, Minor Alterations to Land subsections (a), (f) and (h) as well as Section 15301 Existing Facilities subsection (c), of the California Code of Regulations Title 14, Chapter 3;

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

1. That Bolt Mobility is authorized to operate shared electric bicycles within City limits during the pilot period.

2. That the City Council authorizes the City Manager, or designee, to enter into a Coordination Agreement between the City of San Rafael, Bolt Mobility, SCTA, TAM, and Participating Agencies to implement the Marin-Sonoma Bicycle Share Pilot Program, in a form approved by the City Attorney.
3. That the City Manager, or designee, is authorized to sign all required permits for installation of designated bike share parking and other documents related to the operation and expansion of the Marin-Sonoma Bicycle Share Pilot Program on behalf of the City of San Rafael.

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 3rd day of May 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



Planning, Building and Code Enforcement

Paul Jensen, DIRECTOR

STATEMENT OF EXEMPTION

FILE NO.

(Insert number here)

LOCATION OF PROPERTY

Citywide; Public right-of-way throughout City of San Rafael, primarily in Sonoma-Marín Area Rail Transit (SMART) station areas.

PROJECT DESCRIPTION

The installation and placement of modular Bike Share racks and other treatments including decals, paint, posts, and signage within City-owned right-of-way in the furniture zone of public sidewalks or within on-street parking lanes. Bike Share racks are un-powered modular installations that do not require a connection to public utilities and do not require grading or other site disturbance prior to placement. Each individual rack will have a length of XX, a width of XX, and a height of XX (typical of a U-rack). Multiple racks may be grouped together to create a Hub. Bike Share parking hubs may also include other small infrastructures such as decals, paint, posts, and signage with smaller footprints for individual parking spaces than racks. Service and parking areas will not interfere with pedestrian access on sidewalks or vehicle traffic. Each hub requires site review and encroachment permits by the Department of Public Works prior to installation.

EXPIRATION DATE

This exemption is valid for a period of five (5) years, and will expire on (date of expiration).

CERTIFICATION

This project qualifies for a Categorical Exemption under California Environmental Quality Act (CEQA) Guidelines Section 15301(c), Existing Facilities (Class 1), as well as a Statutory Exemption under Section 21080.25(b)(1) of the Public Resources Code from the environmental review requirements of (insert the title through which your city implements CEQA provisions).

15303. NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

ANALYSIS

Background.

Bike Share is a system of automated, self-serve electric bike rentals. Generally, Bike Share systems place parking spaces throughout urban areas. Individuals may use bikes through smart phone app payments and/or memberships for regular use. Bike Share systems provide an alternative to driving for shorter trips. Common uses include commuters connecting to public transit, workers going to lunch, shoppers biking to local retail, and tourist riding to hotels, restaurants and events.

The City of San Rafael ("City") and the following cities are participating in the Marin-Sonoma Bike Share pilot project: (list participating cities). Sonoma County Transportation Authority ("SCTA") and the Transportation Authority of Marin ("TAM") serve as the coordinating agencies for this pilot project. Capital and start-up funding is provided by a grant from the Metropolitan Transportation Commission ("MTC") to the SCTA and through in-kind staffing from SCTA and TAM.

Project

The project is to install Bike Share parking on existing sidewalks and/or to on-street parking lanes of existing roadways to encourage alternative mode of transportation and provide another option for shorter commutes within urbanized areas. No trees will be removed for the installation of the Bike Share racks or parking hubs, and specifications for installation require that the units do not impede the flow of storm water into the City's storm water system. The addition of bicycle facilities (including bicycle share facilities) to existing streets, sidewalks, and similar facilities is not considered an expansion of use under Section 15301. Similarly, Section 21080.25(b)(1) of the Public Resources Code provides a Statutory Exemption for new bicycle facilities (including bicycle share facilities) as long as it meets the following criteria from Section 21080.25(c): 1) a public agency is carrying out the project and is the lead agency, 2) the project is located within an urbanized area, 3) the project is located within an existing public right-of-way, 4) the project will not add new automobile capacity, and 5) the project will not require the demolition of affordable housing units.

Exceptions:

CEQA Guidelines Section 15300.2 provides exceptions to the use of Categorical Exemptions where the use of a Categorical Exemption is prohibited under certain circumstances. The City has considered the projects applicability to all of the exceptions under Section 15300.2. An analysis of each of these exceptions in reference to this specific project is provided below.

- a) Location. Class 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. Section 15300.2(a) stated that a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. The project would involve installations of small structures on existing sidewalks or on-street parking lanes. The installation of these small structures on already distributed areas would not result in environmental impact to particularly sensitive environment.
- b) Cumulative Impact. Based on the above analysis, there is no evidence of a potential significant cumulative impact on the environment from the proposed project. The project proposes to continue to install Bike Share parking and service hubs within existing sidewalks and/or street parking spaces. Installation of these small structures in already distributed areas will not cumulatively impact traffic, noise, air quality, or water quality.
- c) Significant Effect. The project would not result in any significant effects on the environment due to unusual circumstances as areas of Bike Share hub installations are unlikely to be sensitive environmental areas and would only be limited to existing sidewalks and/or street parking areas. The proposed project site does not have any unusual circumstances that would negatively impact the environment.
- d) Scenic Highways. It is not anticipated that the specific project sites will results in damage to any scenic resources. If one does, it is subject to 15300.2(d) and may not utilize this categorical exemption.
- e) Hazardous Waste Sites. It is not anticipated that the specific project sites will be implemented in area that is included on any list compiled pursuant to Section 65962.5 of the Government Code. If one does, it is subject to 15300.2€ and may not utilize this categorical exemption.
- f) Historical Resources. It is not anticipated that the specific project site will results in damage to any historic resources. If one does, it is subject to 15300.2(f) and may not utilize this categorical exemption.

Date_____

Paul Jensen

Community Development Director

COORDINATION AGREEMENT

between

**THE SONOMA COUNTY TRANSPORTATION AUTHORITY,
THE TRANSPORTATION AUTHORITY OF MARIN,
BOLT MOBILITY, as Operator of the Marin-Sonoma Bike Share Program, and
PARTICIPATING AGENCIES**

for

THE MARIN-SONOMA BIKE SHARE PROGRAM

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**COORDINATION AGREEMENT
FOR THE MARIN-SONOMA BIKE SHARE PROGRAM**

This Coordination Agreement for the Marin-Sonoma Bike Share Program (hereinafter, this "Agreement") has been executed and delivered as of _____ (the "Effective Date") by and between the SONOMA COUNTY TRANSPORTATION AUTHORITY (SCTA) and the TRANSPORTATION AUTHORITY OF MARIN (TAM) as the "**Coordinating Agencies**," BOLT MOBILITY, as the "**Operator**" of the Program (as defined in the recital below), and the entities names in Appendix A collectively referred to as the "**Participating Agencies**." SCTA, TAM, Operator and each of the Participating Agencies is referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

On February 10, 2020, following negotiations with Operator, SCTA Board authorized SCTA's Executive Director or designated representative to enter into a contract with Operator. On April 13, 2020, SCTA and Operator executed an agreement, which provides for the creation and operation of a bike share pilot program ("Program") in the jurisdictions of each Participating Agency listed in **Appendix A** of this Agreement.

The Parties therefore agree as follows:

PURPOSE

The purpose of this Agreement is to establish the certain rights, liabilities, and responsibilities of each Party with respect to the Program, and to define the organizational, management, and operational structure for the successful development of the Program.

SECTION 1.0 DEFINITIONS

- 1.1. "Agreement" has the meaning given such term in the Preamble.
- 1.2. "Bicycle" shall mean a Class 1 electric assist vehicle with pedals and with 2 wheels held in a frame and aligned one behind the other and steered with a handle bar, consistent with the California Vehicle Code, Division 1, Section 312.4(a)(1) definition of a "class 1 electric bicycle." "Bicycle" shall not include motorized vehicles, including scooters or mopeds.
- 1.3. "Claims" has the meaning given such term in Section 10.0.
- 1.4. "Continued Program" shall mean the continuation of the bike share Program after the end date of the Pilot Period.
- 1.5. "Coordinating Agencies" has the meaning given such term in the Preamble.
- 1.6. "Deactivation" shall mean designation of a Hub as "Out of Service" on the Program website, app, and all other real-time data sources.
- 1.7. "De-Installation" shall mean, at a minimum, (i) the temporary or permanent full removal of the Hub and its associated Street Treatments, and, (ii) the designation of the Hub as "Out of Service" on, or removal of the Hub from, the Program website, app, and all other real-time data sources.
- 1.8. "Dispute Resolution Process" has the meaning given such term in Section 22.1.
- 1.9. "Effective Date" has the meaning given such term in the Preamble.
- 1.10. "Equipment" shall include, Racks, Bicycles, Hub Signage, Street Treatments, rebalancing vehicles, and any hardware required for operations of the system either individually or in any combination thereof.
- 1.11. "Executive Directors" shall mean the Executive Directors of SCTA and TAM.
- 1.12. "Hub" shall mean elements that may include, but are not limited to, signage, map module, a variable number of Parking Spaces, including Bicycle Racks and/or Virtual Hubs, and when applicable, Street Treatment(s) and Street Markings.
- 1.13. "Hub Adjustment" shall mean any changes to Site configuration from the permitted Site Plan.
- 1.14. "Indemnified Party" and "Indemnified Parties" have the meaning given such terms in Section 9.
- 1.15. "Infill" shall mean the placement of additional Racks within the Service Area in order to address unmet demand or community request.
- 1.16. "Initial Meeting Date" has the meaning given such term in Section 22.0.
- 1.17. "Installation Scheduling Permits" shall mean permits required for the scheduling of the installation of Hub-related Equipment at Sites proposed for Racks for which a Site Permit has been issued as a check for conflicts with other activities at the same location.
- 1.18. "Jurisdiction" means a) for cities, all real property within the incorporated territory of such city; b) for special districts, all real property over which they have an ownership or leasehold interest.

- 1.19. "Liabilities" has the meaning given such term in Section 9.2.
- 1.20. "Operator" has the meaning given such term in the Preamble. The term "Operator" shall also include the permitted successors and assigns of the Operator named herein.
- 1.21. "Parking Space" shall mean one designated parking space for bike share bicycles designated by Bicycle Racks or Virtual Hubs.
- 1.22. "Participating Agency" and "Participating Agencies" have the meaning given such terms in the Preamble and are listed in Appendix A.
- 1.23. "Party" and "Parties" have the meaning given such terms in the Preamble.
- 1.24. "Person" shall mean any human being or any association, firm, partnership, joint venture, corporation, limited liability company, governmental entity, or other legally recognized entity, whether for profit or not for profit.
- 1.25. "Pilot Period" shall mean a duration of three years from the first date of Program operations plus any agreed upon extensions ending no later than April 13, 2025.
- 1.26. "Pilot Program Participating Agencies" shall include the following agencies: City of Santa Rosa, City of Rohnert Park, City of Cotati, City of Petaluma, City of Novato, City of San Rafael, City of Larkspur, Sonoma-Marin Area Rail Transit, Golden Gate Bridge Highway and Transportation District.
- 1.27. "Program" shall include operations of a public bike sharing system in which bicycles are made available to individuals for short-term rentals through a membership and shared mobility platform, and include the size and distribution of Bicycles, Racks, Hubs, other Equipment for the Pilot Period.
- 1.28. "Program Density" shall mean the distribution of Parking Spots within the Service Area.
- 1.29. "Public Entity Parties" shall mean SCTA, TAM and the Participating Agencies.
- 1.30. "Public Safety Emergency" shall mean an instance when:
 - 1.30.1. Equipment is damaged or in an unsafe state so as to present an immediate danger to the public; or
 - 1.30.2. Circumstances or situations surrounding Equipment create an imminent danger to the public; or
 - 1.30.3. The area around a Hub becomes unsafe; or
 - 1.30.4. A Participating Agency determines, in its sole discretion or pursuant to any authority the Participating Agency has under law, that it is necessary to respond to exigent circumstances, an emergency or to otherwise protect public health and safety, including, without limitations, in instances of a natural disaster or to avoid a calamity.
- 1.31. "Rack" shall mean a modular bicycle rack designated for locking and storing bike share bicycles.

- 1.32. "Service Area" shall mean the geofenced areas designated through development of the Program to confine the area in which bicycles may be parked.
- 1.33. "Services" shall mean the Operator's installation, operation and maintenance of the Racks and the acquisition, placement, maintenance, and rental to users of the Bicycles.
- 1.34. "Shared Mobility Device User" shall mean a Person who has set up a user account and agreed to the terms and conditions to participate in the bike share Program.
- 1.35. "Site" shall mean a designated area on publicly or privately owned real property, for which a Site Permit has been issued and which area contains a Hub.
- 1.36. "Site Permits" shall mean any and all permits required by a Participating Agency for the installation, maintenance, and operation of Hub-related Equipment at Sites proposed for Racks (other than Installation Scheduling Permits or Special Traffic Permits).
- 1.37. "Site Plan" shall mean a scaled plan view of the Site, illustrating existing surface features and proposed improvements and meeting the requirements given such term in Section 14.
- 1.38. "Software" shall mean the software required to operate the Equipment.
- 1.39. "Special Traffic Permit" shall mean a permit required if installation of Hub-related Equipment will temporarily interfere with pedestrian, bicycle, transit or vehicular traffic in a material respect during installation.
- 1.40. "State" means the State of California.
- 1.41. "Street Marking(s)" shall mean thermoplastic paint markings and/or striping on the pavement for the express purpose of demarcating a Hub.
- 1.42. "Street Treatments" shall mean the three-dimensional objects used to demarcate the Hub, and protect it from adjacent parking and moving traffic. Such objects may include, but are not limited to, delineators and wheel stops.
- 1.43. "Street Treatment Requirements" shall mean a Participating Agency's requirements with respect to Street Treatments.
- 1.44. "Technical Advisory Working Group" has the meaning given such term in Section 4.
- 1.45. "Term" has the meaning given such term in Section 2.
- 1.46. "Trip" shall mean the use of a Bicycle from one Hub to another Hub or back to the initial Hub.
- 1.47. "Underperforming Hub" shall mean a Hub for which Hub Usage is less than 0.5 Trips per bike per day over a twelve-month period of operations, excluding days that the Hub is Deactivated or temporarily De-Installed.
- 1.48. "Virtual Hubs" shall mean designated bicycle parking using Street Markings and Street Treatments in place of Bicycle Racks.

SECTION 2.0 TERM OF THE AGREEMENT

- 2.1. The Term of this Agreement begins on the Effective Date and will continue through the end of the Pilot Period and no later than April 13, 2025.
- 2.2. Notwithstanding any other provision of this Agreement, a Participating Agency shall have the right, in its sole discretion, with or without cause to terminate that Participating Agency's participation in this Agreement by giving 90 days written notice to the Operator and Coordinating Agencies in accordance with the Notice provisions in this Agreement.

SECTION 3.0 COSTS

- 3.1. Except as otherwise expressly provided for in this Agreement, each Participating Agency shall bear its own costs in connection with the Program, if such costs are applicable, including, but not limited to, costs incurred in connection with: negotiating this Agreement; Site selection; the review required for issuance of permit to operate, Site Permits, Special Traffic Permits and other permits; Site preparation; exercising enforcement, inspection and audit rights; and marketing, to the extent that Coordinating Agencies and/or the Participating Agencies choose to undertake marketing or outreach.
- 3.2. Except as otherwise provided in Sections 3.3 and 3.4, Program Participating Agencies shall not be obligated, during the Pilot Period, to pay or bear any of the costs associated with or expenses incurred for the Equipment, Software, or Services; including installation, operations and maintenance.
- 3.3. Should a Pilot Program Participating Agency desire a Continued Program beyond the Pilot Period, and/or add to the Bicycles and Equipment in the Program, such Participating Agencies shall be responsible for negotiating directly with the Operator and securing funds to pay for any cost required for leasing, purchasing, installing, maintaining and operating the Equipment within their respective Jurisdictions.
- 3.4. Any Participating Agency, other than those named in the Program Participating Agencies, may elect, to extend or expand the Program within the borders of its Jurisdiction by adding Equipment provided that such Participating Agency shall be responsible for negotiating directly with the Operator and securing funds to pay for any cost required for leasing, purchasing, installing, maintaining and operating the Equipment within their respective Jurisdictions.
- 3.5. This Agreement shall not be interpreted to create any form of joint powers authority among any of the participating Parties. Nothing in this Agreement authorizes any Party to incur any debts, liabilities, or obligations on behalf of another Party unless expressly set forth herein.

SECTION 4.0 TECHNICAL ADVISORY WORKING GROUP

- 4.1. The Coordinating Agencies and the Participating Agencies agree to participate in a Technical Advisory Working Group for staff to coordinate regarding activities of the Program and provide non-binding advice on various Program elements.

- 4.2. The Technical Advisory Working Group will consist of one designated staff representative from each of the Coordinating Agencies, and one designated staff representative from each of the Participating Agencies. Each Party with a designated representative may appoint an alternate representative that will have full voting rights as the representative. The Coordinating Agency representatives will serve as co-chairs of the Technical Advisory Working Group.
- 4.3. The Technical Advisory Working Group will meet as needed through Program development and ongoing.
- 4.4. The Technical Advisory Working Group representatives shall endeavor to work toward agreement on various decisions regarding the development and implementation of the Program. In the case that the Technical Advisory Working Group cannot reach agreement on a particular issue, any representative may request a vote.
- 4.5. A Party shall convey all communications and documents intended for the Technical Advisory Working Group through that Party's designated representative. The Technical Advisory Working Group shall convey all communications and documents intended for a Party to that Party's designated representative.
- 4.6. New Participating Agencies, other than the initial Pilot Program Participating Agencies, may be added to this Coordination Agreement by amending Appendix A. Such Participating Agencies would become members of the Technical Advisory Working Group upon the effective date of an amendment to the Agreement.

SECTION 5.0 RESPONSIBILITIES OF COORDINATING AGENCIES

- 5.1. Coordinating Agencies shall:
 - 5.1.1. Serve as the Program administrators;
 - 5.1.2. Organize and facilitate Technical Advisory Working Group meetings by, for example:
 - 5.1.2.1. Determining designated representative availability for meetings;
 - 5.1.2.2. Providing notice of meetings;
 - 5.1.2.3. Coordinating multi-jurisdictional marketing and promotions of the system with the Participating Agencies and Operator as needed; and
 - 5.1.2.4. Distributing materials and information as required;
 - 5.1.3. Serve as the fiscal agent for the Program;
 - 5.1.4. Maintain records of the Program and its operation; and
 - 5.1.5. Provide system data to the Participating Agencies on a regular basis.

SECTION 6.0 RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

- 6.1. For property within its Jurisdiction, each Participating Agency shall:
 - 6.1.1. Provide the Operator reasonable access to that Participating Agency's public right of way for usage of installing/operating bike share parking Hubs in convenient and visible

locations, which may include existing on-street parking spaces, sidewalk furniture zones, and/or unutilized loading zones. Such locations shall be mutually agreed upon by Operator and the Participating Agency, subject to that Participating Agency's laws, regulations and policies governing use of the Participating Agency's right of way, and to all applicable State and federal laws and regulations, including but not limited to, applicable State and federal accessibility laws and regulations;

- 6.1.1.1. Work in good faith with Operator to issue any Site Permits for locations mutually agreed upon by Participating Agency and Operator, and any other necessary permits, leases, or licenses for implementing the Program, subject to that Participating Agency's requirements for issuing such permits, except as otherwise provided in Section 13.0;
- 6.1.1.2. Provide to the Operator all local requirements for traffic markings and devices necessary during the installation of Hubs for on-street locations pursuant to this Agreement;
- 6.1.1.3. Provide for CEQA compliance for that Participating Agency's activities under the Program;
- 6.1.1.4. Provide Coordinating Agencies semi-annually with a summary of local efforts and activities regarding local bicycle share, which summary shall also include data on efforts made by the Participating Agencies to inform the public of the Program, comments made by the public to the Participating Agencies on the Program, and the response of the Participating Agencies to such comments; and
- 6.1.1.5. Notify Operator promptly of any reports to the Participating Agency of any issues prohibiting use of the Program.
- 6.1.2. Notify Operator promptly of any reports to the Participating Agency of public nuisances or hazards caused by the Program.
- 6.1.3. Notify Coordinating Agencies and Operator promptly of any public emergencies affecting the Program. If the designated representative of a Participating Agency determines that a Public Safety Emergency exists, such Participating Agency shall promptly notify Operator's designated representative so that Operator may take such action necessary to address such emergency, including, but not limited to, removing, replacing, relocating, reinstalling or locking all or any portion of the Equipment and having repair and restoration work performed. In the case of a public emergency requiring the immediate removal of Equipment, Participating Agency may relocate Equipment and notify Operator as soon as such communication is practical.

SECTION 7.0 DATA SHARING

- 7.1. Coordinating Agencies shall make available to the Participating Agencies monthly reports from Operator.

SECTION 8.0 REALLOCATION OF EQUIPMENT

- 8.1. If, within or leading up to the Pilot Period, any Participating Agency fails to deliver the required Site Permits or other permits, leases, or licenses to provide for the initial number of Racks identified for their respective Jurisdiction within 60 calendar days from the date of a complete application for a Site Permit, Coordinating Agencies retain the right to work with Operator to reallocate the amount of Equipment that has not been timely permitted for installation to another Participating Agency. Participating Agencies may submit a written request to Coordinating Agencies for an extension if there are unique circumstances warranting extended time for review.

SECTION 9.0 INSURANCE

- 9.1. Operator shall maintain commercial general liability insurance coverage with a carrier doing business in California, with limits not less than one million dollars (\$1,000,000) for each occurrence for bodily injury or property damage, including contractual liability, personal injury, and product liability and completed operations, and not less than five million dollars (\$5,000,000) aggregate for all occurrences during the policy period. The insurance shall not exclude coverage for injuries or damages caused by Operator to the Shared Mobility Device User. Each Participating Agency and Coordinating Agency shall be named as additional insureds on the Operator's certificate of insurance.

SECTION 10.0 INDEMNIFICATION

- 10.1. To the extent Operator is not required to indemnify the Public Entity Parties, each Public Entity Party shall indemnify the other Public Entity Parties, their officers, commissioners, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of the indemnifying Public Entity Party, its officers, commissioners, agents, employees, or any of them, under or in connection with this Agreement. The indemnifying Public Entity Party further agrees to defend any and all such actions, suits, or claims arising from the indemnifying Public Entity Party's negligence or otherwise wrongful act or omission and pay all reasonable charges of attorney's fees and all other costs, expenses, settlements, or judgments arising therefrom or incurred in connection therewith.
- 10.2. Operator shall defend, indemnify, and save harmless the Coordinating Agencies, the Participating Agencies, and their respective commissioners, council members, officers, agencies, departments, agents, and employees (each, an "Indemnified Party"; and collectively, "Indemnified Parties") from and against any and all claims, demands, causes of action, proceedings or lawsuits brought by third-Parties ("Claims"), and all losses, damages, liabilities, penalties, fines, forfeitures, costs and expenses arising from or incidental to any Claims (including attorneys' fees and other costs of defense) (collectively, with Claims, "Liabilities"), resulting from, or arising out of, this Agreement, the operation of the Program and the provision of Services, whether such operation or Services is performed or provided by Operator or by Operator's subcontractors or any other Person acting for or on behalf of Operator.

- 10.3. Notwithstanding the foregoing, Operator's indemnification and defense obligations contained in the preceding paragraph shall not include:
- 10.3.1. Any Liabilities to the extent resulting from, or arising out of:
- 10.3.1.1. the gross negligence or willful misconduct of any Indemnified Party;
- 10.3.1.2. Operator complying with the written directives or written requirements of a Participating Agency, if Operator has previously objected to such written directives or requirements in writing, with respect to (A) the location or configuration of any Hub in relation to the street or sidewalk on which such Hub is located or to which it adjoins, or (B) a Participating Agency's Street Treatment Requirements; or
- 10.3.1.3. the condition of any public property outside of the perimeter of a Hub and not otherwise controlled by Operator (and expressly excluding from this clause (c) the condition of the Bicycles or other Equipment).
- 10.4. If any Claim against Operator includes Claims contesting a Participating Agency's authority to issue a permit for a Hub, then each Party shall be responsible for its own defense against such Claims proportional to the Party's share of the Claim.
- 10.5. Upon receipt by any Indemnified Party of actual notice of a Claim to which such Indemnified Party is entitled to indemnification in accordance with this Agreement, such Indemnified Party shall give prompt notice of such Claim to the indemnitor. The indemnitor shall assume and prosecute the defense of such Claim at the sole cost and expense of indemnitor with Counsel reasonably acceptable to the Indemnified Party. The indemnitor shall conduct the defense, and may settle such claim upon the approval of the Indemnified Party, which shall not be withheld where the settlement only involves the payment of monetary obligations and provides for an unconditional release of the Indemnified Party, does not involve an admission of liability or any settlement terms that may prejudice the Indemnified Party in subsequent litigation, and would not obligate the Indemnified Party to exercise any governmental power or take further action as a condition of settlement.

SECTION 11.0 OTHER PROVISIONS

- 11.1. Nothing in this Agreement is intended to expand or limit the existing authority of any signatory.
- 11.2. This Agreement may not be modified, or the Term extended, except by written instrument executed by each of the Parties to this Agreement.
- 11.3. Each Party represents and warrants that it has the right, power, and authority to execute this Agreement. Each Party represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities, necessary to permit it, and the Persons executing this Agreement for it, to enter into this Agreement.
- 11.4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 11.5. Subject to the requirement that disputes be addressed in accordance with the Dispute Resolution Process, each Party hereby submits to the of any State or federal court sitting in

Sonoma County, California, or Marin County, California, over any suit, action or proceeding arising out of or relating to this Agreement. Except for mandatory transfers of venue provided for in Code of Civil Procedure section 394, each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to such venue as being an inconvenient forum. Notwithstanding the foregoing, with respect to any dispute arising out of or relating to this Agreement in which the sole Parties are and remain the Participating Agencies and Operator, and/ or between Operator and Coordinating Agencies, each such Party hereby irrevocably submits to the jurisdiction of any State or federal court sitting in Sonoma County or Marin County, California.

- 11.6. Should any Party employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing Party shall be entitled to receive from the other Party or Parties thereto reimbursement for all reasonable attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing Party" means the Party in whose favor a judgment, decree, or final order is rendered.
- 11.7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon the receipt of facsimile or scanned signatures, or signatures processed through an electronic signature provider like AdobeSign or DocuSign.
- 11.8. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
- 11.9. This Agreement is not intended for the benefit of any Person or entity not a signatory to this Agreement and is not enforceable by any third Party.
- 11.10. 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 all Parties' respective successors and assigns.

SECTION 12.0 NOTICES

- 12.1. All notices, demand, requests or reports under this Agreement shall be in writing and shall be sufficiently given if sent by registered or certified mail, return receipt requested, by electronic mail (email), by overnight mail, or by personal delivery, in each case to the addresses listed below, or to such other locations or Persons as any Party may designate in writing from time to time by sending a notice to the other Parties in accordance with this Section 12.0. Any notice, demand or request shall be deemed given on the date of receipt or rejection by the intended recipient.

To SCTA:
Executive Director
Suzanne Smith
411 King Street, Santa Rosa, CA 95404
Email: Suzanne.smith@scta.ca.gov

To TAM:
Executive Director
Anne Richman
900 Fifth Avenue, Suite 100
San Rafael, CA 94901
Email: ARichman@tam.ca.gov

To GOTCHA MOBILE HOLDING, LLC:

CEO
Ignacio Tzoumas
Email: ignacio@micromobility.com

To each Participating Agency, using the contact information listed in **Appendix A**

SECTION 13.0 PERMITTING

- 13.1. Operator will work with Participating Agencies to develop a Site Plan outline that can be applied to Site Permit applications for each individual Participating Agency.
- 13.2. Each Participating Agency will specify requirements for submitting applications for Site Permits, Installation Scheduling Permits and Special Traffic Permits, and any other approvals that might be required by that Participating Agency, including drawings, photos, surveying and required paperwork. The Participating Agency will provide an estimate of the time needed to obtain such permits.
- 13.3. Operator, and/or an outside planning and siting firm hired by Operator, will participate in the permitting process for each Participating Agency.
- 13.4. Each Public Entity Party agrees to waive all of its applicable permitting fees for Site Permits, Installation Scheduling Permits, Special Traffic Permits or other permits for initial installations of Hubs.
- 13.5. Each Public Entity Party agrees to waive all of its applicable permit fees for Deactivations, De-Installations, reinstallations or relocations requested by utilities, the Participating Agency or other public agencies.
- 13.6. Each Public Entity Party agrees to waive all of its applicable permitting fees for operations during the Pilot Period.
- 13.7. Nothing in this Agreement shall be construed as a waiver of any local law, rule or regulation of each Participating Agency or of each Participating Agency's right to require Operator to secure the appropriate permits or authorizations for Equipment installation on public sites.

SECTION 14.0 SITE PLANS ON PUBLIC PROPERTY

- 14.1. In connection with the submission of an application for a Site Permit for a Site on public property, Operator shall provide maps and/or photographs of such Site along with a Site Plan for approval

by the applicable Participating Agency. No Hub on public property may be installed, re-installed or adjusted absent approval by the applicable Participating Agency of the Site Plan for such Hub and obtaining all applicable Site Permits required by such Participating Agency.

- 14.2. A Site Plan for Parking Spaces on public property shall conform with all elements and dimensions relevant to the Operator's siting needs and local requirements, including but not limited to Street Treatment Requirements, relevant utilities, doorways, street and sidewalk widths, relevant obstructions, latitude and longitude.
- 14.3. All work on public property performed by the Operator must conform to the Site Plan approved in connection with the issuance of a Site Permit and all other requirements of the Participating Agency.
- 14.4. In the event that changes to the Site Plan as so approved are required at the time of installation or Adjustment, Operator shall obtain written approval from the applicable Participating Agency for the necessary changes prior to such installation or Adjustment and provide such Participating Agency with an updated Site Plan reflective of the Hub's actual, approved and installed condition within 30 days of such installation or Adjustment.

SECTION 15.0 INFILL SITE SELECTION PROCESS

- 15.1. Infill siting may be desired after initial Site Plans are approved and may be required in, but not limited to, the following situations:
 - 15.1.1. Operator approved Infill to address unmet demand,
 - 15.1.2. Operator approved Infill to address a request of the community or a Participating Agency.
- 15.2. Infill Siting proposals shall be reviewed initially by the Participating Agency where the Infill Siting is proposed, the Coordinating Agencies, and Operator. This process will include the Participating Agency and Operator meeting to review proposed sites in the area where Infill siting is desired and obtaining any necessary permits.

SECTION 16.0 PARKING, OPERATION, AND MAINTENANCE

- 16.1. Parking for Bicycles withing the system will be in Hubs and must:
 - 16.1.1. Be accessible to the public 24 hours per day, 365 days per year, except in cases of special events or temporary construction; and, by mutual agreement of a Participating Agency and Operator, Parking Spaces may be located in areas with less than 24 hour per day, 365 days per year access; and
 - 16.1.2. Be located on sidewalks, streets, parks, other Participating Agency-owned property, other public property owned by public agencies or other public entities other than each Participating Agency, or private property.
- 16.2. Operation
 - 16.2.3. Real-time System Information - Operator will provide a system to track Bicycles and station occupancy status. Operator will populate an interactive map with location and

real-time status of Bicycles throughout Service Area along with optional address and directions, and transit information.

16.2.4. Customer Service - Operator will provide responsive and customer-friendly Services that encourage repeat use, including timely response to complaints. At a minimum, system users should be able to report system comments and complaints to Operator using a telephone hotline, a system website with a comment form or email address, and via Program smart-phone apps. All system Equipment shall contain a conspicuously posted telephone number and instructions for filing a complaint.

16.2.5. Call Center - Operator shall provide to Coordinating Agencies, Participating Agencies, all subscribers, and the public at large, a telephone number for Operator's call center. The call center shall be in continuous operation 24 hours per day, 7 days per week, and 365 days per year. Operator shall conspicuously post a notice on each bike and online advising the general public that they may direct their questions, complaints, and comments to the Operator's call center. Operator shall ensure that the call center can handle calls in English and Spanish using operators fluent in those languages. The operators at the call center shall be fully competent and knowledgeable to answer questions and provide information concerning, among other things, subscription process, subscription prices, billing, crashes, comments, complaints, malfunction problems, location of Stations, direction to the nearest Station that has Bicycles available for use and/or available parking for returns. The call center manager shall be knowledgeable about all the Service Areas. The call center operators shall keep accurate and complete written records of each such call in a Customer Service Log as hereinafter required, including the primary reason for each call and the status of the call (e.g., "no further action", "requires reimbursement").

16.2.6. E-mail Response Time - Not less than 95% of emails to Operator's public information email address must be responded to within 1 business day.

16.2.7. System Balancing - Operator will monitor the location of each Bicycle and, if applicable, the status of each parking location. Operator will continuously and predictably redistribute Bicycles so that the system provides users with consistent availability of bikes throughout the Service Area and consistent availability of spaces in which to park a Bicycle at the end of a Trip. Operator shall respond to and relocate, retrieve, or remove any misparked Bicycles. Consistent redistribution will occur based on usage patterns to ensure equally balanced Hubs.

16.3. Maintenance

16.3.8. Operator will regularly inspect, maintain and repair Equipment to keep the system and the Bicycles in continuous compliance with all local regulations, partner contracts (e.g. property owner agreements, sponsor agreements, etc.) and warranty requirements. System maintenance shall include preventive maintenance, inspection and prompt repair or replacement of all system hardware and Software elements including but not limited to terminals, signs, Bicycles, Bicycle components, concrete or asphalt beneath stations if mutually agreed upon by Parties. It will also include inspecting, cleaning and removing

graffiti from system structures on a timely basis, as well as removal of debris in and around the system structures.

SECTION 17.0 HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, AND ADJUSTMENT

- 17.1. Hub Deactivations as requested by a Participating Agency, may be done on a temporary basis with a minimum of 15 days' notice to the Operator and Coordinating Agencies with a request for a specific time for Deactivation and Reactivation; provided, however, that Hub Deactivation in the case of emergency or danger to public health is not subject to the advance notice requirement.
- 17.2. Operator shall reactivate a Hub within 24 hours after the temporary need for Hub Deactivation. Hub Deactivations for Public Safety Emergencies shall be reactivated within 72 hours after the end of the emergency condition, as determined by the affected Participating Agency or Cities.
- 17.3. All Adjustments from the initial Hub installations shall meet the requirements of this Agreement, unless otherwise agreed to in writing by Operator and the applicable Participating Agency.
- 17.4. Any Adjustments to accommodate changing conditions must be agreed upon by the applicable Participating Agency, Coordinating Agencies, and Operator.
- 17.5. Operator shall have the right to adjust or relocate Underperforming Hubs after consulting the Technical Advisory Working Group to ensure the overall distribution meets the Program requirements and adequate notification to the public is made, and Operator obtains a permit for the new location mutually agreed upon by the applicable Participating Agency, Coordinating Agencies, and Operator.
- 17.6. If Operator requests to permanently relocate a Hub, Operator shall:
 - 17.6.1. Produce metrics to assess the existing Hub's productivity. Metrics may include, but are not limited to overall Program Density and geographic extent, Hub Usage, maintenance reports, and history of public comments; and
 - 17.6.2. Provide the Participating Agency with a minimum of 3 months of metric data and any resulting analysis supporting the proposed Hub relocation.
- 17.7. Operator, after consulting with the applicable Participating Agency, shall conduct any necessary planning, design, outreach, and permit process prior to any Hub Relocation, Deactivation, De-installation, or Adjustments.
- 17.8. Upon termination of the Program or a termination of Participating Agency's participation in the Program, Operator shall remove all Equipment in the affected Jurisdiction(s) within 15 days of the date the Operator received notification.
- 17.9. Nothing in this Agreement shall be construed as a waiver or release of the rights of each Participating Agency in and to its own property or its regulatory authority.
- 17.10. Operator shall maintain a fee schedule for any fees charged to Participating Agencies for De-Installations, reinstallations, adjustments, and temporary relocations at the request of the

Participating Agency. The fee for Hub De-Installation shall cover the cost of relocating the Hub on a temporary basis and the cost of reinstalling the Hub. Operator shall provide the fee schedule to Participating Agencies within five business days of any update. Operator may not charge fees for Hub De-Installations, or Hub Adjustments related to public works, public safety emergencies, or relocation of a Hub at the election of the Operator. Operator may not charge fees for temporary Hub Deactivations requested by Participating Agencies. Operator fees as of March 2021 are provided below.

Action	Cost (Rack-Based Hub)	Cost (Virtual Hub)	Notes
Deinstallation	\$1,000 per Hub with 10 bike racks (or less)	\$500 per 10-bike (or smaller) Virtual Hub	Includes cost of relocating the Hub on a temporary basis and the cost of reinstalling the hub
Adjustment	\$200 per Hub with 10 bike racks (or less)*	\$100 per 10-bike (or smaller) Virtual Hub	Ex. Adding or removing bike racks at an existing Hub location; expanding or shrinking the footprint of an existing Virtual Hub location *Note: Additional station equipment is not included in this rate, but available for purchase if racks being adjusted are not reallocated from another Hub location

SECTION 18.0 NOTIFICATIONS REGARDING HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, ADJUSTMENT, AND SERVICE INTERRUPTIONS

- 18.1. Except for any situation involving an immediate threat to public health, safety or welfare as determined in the sole discretion of the Participating Agency, any requests from a Participating Agency for Hub Deactivation, Hub Installation, De-installation, or Hub Adjustment must be sent to Operator and Coordinating Agencies in writing with a minimum of 15 days' notice prior to the requested date. Any such notice shall include a proposed schedule for each location for all instances of Hub Deactivation, Hub Installation or Hub Adjustment required. In the event that the Participating Agency determines that there is a need for Hub Deactivation, Hub Installation or Hub Adjustment in order to address an immediate threat to public health, safety or welfare, the Participating Agency shall notify Operator as soon as possible and shall work with Operator to try to identify an alternative Site.
- 18.2. Operator must confirm the schedule, in writing, with its plans for each instance at least 4 days before the action occurs.
- 18.3. Operator will provide notice to Coordinating Agencies, Participating Agencies, and members of any temporary, foreseeable, service interruptions or temporary closures of the bike share system or Hub Deactivation with at least 24 hours' notice.

SECTION 19.0 MERCHANDISING, LICENSING, AND INTELLECTUAL PROPERTY

- 19.1. If Operator and/or any of its affiliates, business partners or sublicensees desires to use, during the Term, the trademarks, logos, service marks, and other intellectual property rights of Coordinating Agencies and/or the Participating Agencies, then prior to any such use, Operator and its affiliates, business partners, and sublicensees, as applicable, shall request permission for such use and, in the event such permission is granted, shall enter into a non-exclusive license agreement with Coordinating Agencies and/or any of the Participating Agencies to use, during the Term, such trademarks, logos, service marks, and other intellectual property rights.

SECTION 20.0 MARKETING

- 20.1. Participating Agencies shall cooperate with Coordinating Agencies and Operator in execution of the outreach and marketing plan. Participating Agencies shall be available to review and contribute to the development and maintenance of a master contact list for outreach to stakeholders.

SECTION 21.0 RESERVED TO THE PARTICIPATING AGENCIES

- 21.1. The Participating Agencies hereby withhold authorization from the Coordinating Agencies to make any and all of the following decisions or take any and all of the following actions:
- 21.1.1. The decision to approve or deny any required permit and/or impose any fees;
 - 21.1.2. The decision to require the Operator to undertake any Hub-Deactivation(s), De-Installation(s), Re-Installment(s), or Adjustment(s);
 - 21.1.3. The decision to determine an immediate threat to the public health, safety or welfare in that Participating Agency's Jurisdiction;
 - 21.1.4. The decision to expand the Program within the borders of a Participating Agency unless otherwise approved by the Participating Agency; and
 - 21.1.5. Any other exercise of the municipal police power not otherwise enumerated above.
- 21.2. Decisions and actions to be taken by a Participating Agency under this Agreement are expressly and specifically reserved to such Participating Agency.

SECTION 22.0 RESOLUTION OF DISPUTES BETWEEN OPERATOR AND THE PARTICIPATING AGENCIES UNDER THIS AGREEMENT

- 22.1. In the event of a dispute between or among Operator and/or Coordinating Agencies and/or a Participating Agency or Agencies arising under this Agreement or with respect to the Program, such dispute shall be addressed and resolved as follows (the "Dispute Resolution Process"):
- 22.1.1. Coordinating Agencies' Program Managers and Participating Agency's Program Managers, as applicable, assigned to the Program and Operator's General Manager of the Program, or their respective delegates, shall meet, within 10 days after receipt by disputing Party(ies) of notification from the other Party(ies) of such dispute, to

negotiate in good faith in order to try to resolve such dispute (the date of the first such meeting, or the expiration of such 10-day period if the meeting is not timely held, being the "Initial Meeting Date"). If such Persons fail to resolve such dispute within 15 days after the Initial Meeting Date, then the Executive Directors of SCTA, TAM and/or the equivalent executive-level personnel of the Participating Agency, as applicable, and the CEO of Operator shall meet promptly and negotiate in good faith in order to resolve such dispute. If such Persons fail to resolve such dispute within 30 days after the Initial Meeting Date, then such dispute shall be subject to mediation under Section 22.2. As used in this Section 22.1, a meeting may be held in Person, by conference call or by video conference. By agreement of all Parties to such dispute, any of the deadlines set forth in this Section 22.1 may be extended or shortened. The process described in this Section 22.1 shall be confidential and treated as a compromise negotiation for purposes of federal and State rules of evidence.

- 22.2. Upon the completion of the process in Section 22.1, the Parties may agree to engage in mediation to be administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Rules, or similar service. A request for mediation shall be made in writing, delivered to the other disputing part(ies) and filed with the applicable mediation service. Any disputing Party may submit such a request. The disputing Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Marin or Sonoma Counties as the Parties may otherwise agree. The disputing Parties shall be represented by individuals of their choosing. The mediation process shall be confidential and treated as a compromise negotiation for purposes of federal and State rules of evidence.
- 22.3. If mediation fails to resolve a dispute, then the exclusive forum for resolving such dispute shall be any State or federal court sitting in Marin County, California or in Sonoma County, California except as otherwise provided in the last sentence of Section 10.5.

SECTION 23.0 ASSIGNMENT BY OPERATOR

- 23.1. Operator has the right to assign this Agreement, including the rights, benefits and obligations of Operator hereunder to a successor entity who acquires Operator, in whole or in part. In such case, successor entity shall automatically succeed to Operator's interest under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Operator named herein and the respective permitted successors and assigns of the Operator named herein.

APPENDIX A

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

SONOMA COUNTY TRANSPORTATION AUTHORITY (SCTA) (Contact Signature)

TRANSPORTATION AUTHORITY OF MARIN (TAM) (Contact Signature)

CITY OF SANTA ROSA (Contact Signature)

CITY OF ROHNERT PARK (Contact Signature)

CITY OF COTATI (Contact Signature)

CITY OF PETALUMA (Contact Signature)

CITY OF NOVATO (Contact Signature)

CITY OF SAN RAFAEL (Contact Signature)

CITY OF LARKSPUR (Contact Signature)

SONOMA-MARIN AREA RAIL TRANSIT (SMART) (Contact Signature)

GOLDEN GATE BRIDGE HIGHWAY AND TRANSPORTATION DISTRICT (GGBHTD) (Contact Signature)

BOLT MOBILITY (Contact Signature)



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 8.c

Meeting Date: May 3, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: _____

TOPIC: THIRD STREET IMPROVEMENTS

SUBJECT: RESOLUTION ACCEPTING THE THIRD STREET REHABILITATION PROJECT REPORT AND DIRECTING STAFF TO REQUEST CONSTRUCTION FUNDING FROM THE TRANSPORTATION AUTHORITY OF MARIN

RECOMMENDATION: Adopt a resolution accepting the Third Street Rehabilitation Project report and direct staff to request construction funding from the Transportation Authority of Marin.

BACKGROUND: In 2004, the Transportation Authority of Marin (TAM) established the Measure A Expenditure Plan (Plan), a voter-approved sales tax providing funds for major roadway projects in Marin County. Plan projects were prioritized based on roadway condition, traffic volumes, transit frequency, and existing bicycle and pedestrian access. Approximately \$12.9 million in Measure A funds are available for the Third Street Rehabilitation Project. The City previously requested \$1.3 million of this allocation from TAM to complete all pre-construction phases and approximately \$11.6 million remain available for the construction phase.

Third Street, from Miracle Mile to Union Street will have roadway, pedestrian, and bicycle improvements, including but not limited to, street resurfacing, curb ramps, sidewalk, raised intersections through the downtown core, storm drain, traffic signal upgrades, bulb-outs for improved pedestrian visibility, narrowing travel lanes, adding trees, and reconfiguring the roadway between West Street and Shaver Street to allow room for an eight-foot-wide Class IV cycle track on the south side of Second Street with a dedicated sidewalk for pedestrians.

In addition, the Rehabilitation project will be a joint effort with Marin Municipal Water District (MMWD) and San Rafael Sanitation District (SRSD) for pipeline replacement work. Combining these three projects into one will provide a cost savings for all parties by sharing construction management resources, improving coordination among different types of work, reducing construction impacts to the public, and consolidating the overall project timeline for residents and businesses.

More information about the project, including prior meetings, timeline, and design details can be found on the City of San Rafael [website](#). Key prior City Council meetings include the feasibility report, presented to the City Council at the [June 3, 2019](#) meeting and an Informational Report with design updates on [November 2, 2020](#) that reviewed feedback received from the public.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

ANALYSIS: After the November 2020 City Council meeting, City staff received several comments from the public. Of concern was staff's recommendation to close the City-owned parking lot driveway that serves the Walgreens and other downtown businesses at the intersection of Third Street and Lindaro Street. In response, the design team developed a second alternative to convert the driveway to an exit only. This alternative was presented to the Bicycle and Pedestrian Advisory Committee (BPAC) at their [February 3, 2021](#) meeting.

After receiving additional feedback from the public and BPAC, staff desires to revise its recommendation made at the November 2, 2020 City Council meeting. Staff now proposes construction of an exit only driveway from the City owned parking lot at Third Street at Lindaro Street and no modifications to the Lootens Street entrance/exit.

Another key comment received from the community was the strong desire to continue the bikeway from West Street to West End Avenue. At the [December 2, 2020](#) BPAC meeting, staff presented an interim solution for the bicycle connection between West End Avenue and West Street. This is a critical connection from the Class IV bikeway and West Marin. Staff received supportive comments from BPAC and community members on the interim design. As part of a separate project, the City will explore possible funding sources to reconfigure the intersection of Second Street and Fourth Street.

On March 24, 2021, City staff hosted a second virtual community meeting of the design phase to discuss, review, and receive feedback on project elements. This presentation included a brief overview of the project, project goals, street lighting, and construction impacts. Approximately 30 participants joined the virtual meeting, the presentation of which is available on the City's [website](#). As a result of public comment, staff updated the Frequently Asked Questions section of the project website to clarify items discussed at the meeting.

Two items of interest to the community are the aesthetic finish to the proposed five-foot tall retaining wall on the south side of Second Street near G Street and concern for graffiti. One option to discourage graffiti includes commissioning an artist to paint a mural in harmony with draft 2040 General Plan language encouraging public art as well as discussion at the [February 16, 2021](#) City Council meeting on this topic.

Upon acceptance of the report by the City Council, the next step for the Third Street Rehabilitation project is for City Staff to present to the TAM Executive Committee and TAM Board of Commissioners in May 2021, requesting construction funding for the construction phase of the project. This phase includes retaining a construction management firm for each of the projects and the solicitation and award of the two construction contracts, one primarily federally funded, and the other funded from local funding sources.

PUBLIC OUTREACH: Public Works has engaged the community and key stakeholders over the last three years to receive feedback as summarized below:

- July 2017: Technical Working Group Meeting
- October 2017: Community Working Group Meeting
- November 2017: Community Meeting #1 - Feasibility Study
- February 2018: Community and Technical Working Group Meeting
- March 2018: Community Meeting #2 - Feasibility Study
- June 3, 2019: Feasibility Study Report Presentation at City Council
- July 15, 2020: Technical Working Group Meeting
- August 5, 2020: City's Bicycle and Pedestrian Advisory Committee (BPAC)
- August 23, 2020: Community Working Group Meeting
- September 23, 2020: Community Meeting #3
- October 8, 2020: Economic Development Subcommittee Meeting

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

- October 21, 2020: Association of Neighborhoods Meeting
- November 2, 2020: City Council Informational Report
- December 2, 2020: City's Bicycle and Pedestrian Advisory Committee (BPAC)
- February 3, 2021: City's Bicycle and Pedestrian Advisory Committee (BPAC)
- March 24, 2021: Community Meeting #4

In addition to these meetings, Public Works has maintained an updated project website and met with residents and business owners virtually and onsite to discuss key issues.

FISCAL IMPACT: No fiscal impact is associated with the proposed resolution. Staff anticipates returning to the City Council for award of construction management and construction contracts in summer 2021.

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

1. Adopt a resolution to accept the Third Street Rehabilitation Project report and direct staff to request construction funding from the Transportation Authority of Marin.
2. Do not adopt the resolution and provide further direction to staff.

RECOMMENDED ACTION: Adopt the resolution.

ATTACHMENT:

1. Resolution Accepting the Third Street Rehabilitation Project report and Directing Staff to Request Construction Funding from the Transportation Authority of Marin

RESOLUTION NO.

A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL ACCEPTING THE THIRD STREET REHABILITATION PROJECT REPORT AND DIRECTING STAFF TO REQUEST CONSTRUCTION FUNDING FROM THE TRANSPORTATION AUTHORITY OF MARIN

WHEREAS, the City desires to implement safety improvements along the Third Street corridor from Miracle Mile to Union Street; and

WHEREAS, the Transportation Authority of Marin (TAM) allocated Measure A funding to the City for the Third Street Rehabilitation Project; and

WHEREAS, the City has conducted significant public outreach and refined the project design accordingly; and

WHEREAS, the City desires to retain a construction management consultant and subsequently solicit contractor bids requiring construction funding from TAM;

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

1. The City Council hereby accepts the Third Street Rehabilitation Project report and directs staff to request construction funding from the Transportation Authority of Marin.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on Monday, the 3rd day of May 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk