



AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, DECEMBER 19, 2022

REGULAR MEETING AT 7:00 P.M.

In-Person:

San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Participate Virtually:

Watch on Zoom Webinar: <https://tinyurl.com/CC-2022-12-19>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 899-2635-9885#

One Tap Mobile: US: +16699009128,,89926359885#

CORONAVIRUS (COVID-19) ADVISORY NOTICE

In response to Assembly Bill 361, the City of San Rafael is offering teleconference without complying with the procedural requirements of Government Code section 54953(b)(3). This meeting will be held in-person, virtually using Zoom and is being streamed to YouTube at www.youtube.com/cityofsanrafael.

How to participate in the meeting in-person:

- Stay home if you are experiencing COVID-19 symptoms.
- Face coverings are recommended for attendees.
- Attendance will be limited to 50 percent of room capacity (no more than 90 persons) and all in-person attendees should socially distance as recommended by public health authorities. If the Chambers are 50% occupied, please participate online instead or utilize the audio feed in the lobby.
- All attendees are encouraged to be fully vaccinated.

How to participate in the meeting virtually:

- Submit public comment in writing before 4:00 p.m. the day of the meeting to city.clerk@cityofsanrafael.org.
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OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 5:30 PM

Dial-in: (669) 444-9171, Meeting ID# 823-1668-0835#

One Tap Mobile +16694449171,,82316680835# US

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM – 5:30 PM

2. Closed Session:

- a. **CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION**
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
1 case: CSR v. Chesson, et al.

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 AND COUNCILMEMBER REPORTS:

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

3. City Manager and 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.

4. Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of the City Council Regular Meeting of November 21, 2022, and the Regular and Special Meetings of December 5, 2022 (CC)
Recommended Action - Approve minutes as submitted
- b. **Use of Teleconferencing for Public Meetings During State of Emergency**
Resolution Pursuant to Assembly Bill 361 Making Findings and Confirming the Need for the Use or Continued Use of Teleconferencing to Hold Public Meetings of the City's Legislative Bodies During the Continuing State of Emergency Relating to the Covid-19 Pandemic (CA)
Recommended Action - Adopt Resolution
- c. **Aldersly Retirement Community Project**
Adoption of Ordinance 2023: An Ordinance of the City of San Rafael City Council Approving a Planned Development Rezoning from Planned Development District (PD 1775) to Planned Development District (PD) and Development Plan Including 14 Net New Independent Living Units for the 2.9-Acre Senior Retirement Community Site Located at 308 and 326 Mission Avenue (CC)
Recommended Action - Final adoption of Ordinance 2023
- d. **Legislative Advocacy Services Agreement Renewal**
Resolution Authorizing the City Manager to Enter into a Two-Year Agreement with Emanuels Jones & Associates for Legislative Advocacy Services in an Amount Not to Exceed \$91,186 (CM)

Recommended Action - Adopt Resolution

e. Canal Community Resilience Planning Project (Project #31100)

Resolution Approving and Authorizing the City Manager to Execute Professional Services Agreements with Multicultural Center of Marin and Canal Alliance for the Canal Community Resilience Planning Project, In the Amount Not to Exceed \$162,000 and \$120,000, Respectively (CM)

Recommended Action - Adopt Resolution

f. California State Library Grant Funding for Improvements to the Downtown and Pickleweed Libraries

i. Resolution Authorizing the Grant Acceptance and Execution of the Grant Funds from the State of California Budget Act of 2021 (SB 129) for Downtown Carnegie Library Renovation, Expansion and ADA Upgrades (LR)

Recommended Action - Adopt Resolution

ii. Resolution Authorizing the Grant Acceptance and Execution of the Grant Funds from the State of California Budget Act of 2021 (SB 129) for Pickleweed Library Renovation and Expansion (LR)

Recommended Action - Adopt Resolution

g. California State Preschool Program Continued Funding Application Fiscal Year 2023-2024

Resolution Approving the City of San Rafael to Enter into a Funding Agreement with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel, Senior Recreation Supervisor, to Sign Contract Documents for Fiscal Year 2023-2024, the Continued Funding Application and All Related Contract Documents (LR)

Recommended Action - Adopt Resolution

h. 2021/22 and 2022/23 Slurry Seal Projects

Accept the 2021/22 Slurry Seal Project (City Project No. 11410) and the 2022/23 Slurry Seal Project (City Project No. 11415) as Complete, and Authorize Filing of the Notice of Completions (PW)

Recommended Action - Accept the 2021/22 Slurry Seal Project and the 2022/23 Slurry Seal Project as complete and authorize filing of the Notice of Completions

SPECIAL PRESENTATIONS

5. Special Presentation:

a. Presentation of Proclamations to Kevin Hagerty and Kate Powers for Their Service on the Bicycle and Pedestrian Advisory Committee (PW)

PUBLIC HEARING

6. Public Hearing:

a. Proposed Master Fee Schedule Update

Proposed Master Fee Schedule Update (Fin)

i. Introduction of An Ordinance of the City of San Rafael City Council Repealing and Replacing Chapter 3.34 of Title 3 of the San Rafael Municipal Code, Titled Fee and Service Charge Revenue/Cost Comparison System

Recommended Action – Waive reading, refer to it by title only, and introduce the Ordinance

- ii. Resolution Amending the City Master Fee Schedule
Recommended Action – Adopt Resolution
- iii. Resolution Rescinding Resolution No. 11942 And Establishing an Affordable Housing In-Lieu Fee for Developments within the City of San Rafael Equal to \$362,817 for Each Affordable Housing Unit and Providing for Annual Adjustment of Fee
Recommended Action – Adopt Resolution
- iv. Resolution Amending the City’s Parking Citation Fines
Recommended Action – Adopt Resolution

OTHER AGENDA ITEMS

7. Other Agenda Items:

- a. **Local Agency Technical Assistance (“LATA”) Grant**
Resolution Approving the Acceptance and Appropriation of California Public Utilities Commission (“CPUC”) Grant Funding for the San Rafael Canal Qualified Opportunity Zone Project in the Amount of \$258,620 for the LATA Project, and Authorizing the City Manager to Execute a Grant Agreement and Other Documents Related to the Grant (DS)
Recommended Action - Adopt Resolution
- b. **2023 Vice Mayor**
Select of the Vice Mayor of the City of San Rafael for 2023 (CC)
Recommended Action – Select Vice-Mayor for 2023
- c. **City Council Appointments to Committees for 2023**
Approve of City Council Appointments to Committees for 2023 (CC)
Recommended Action – Approve Appointments

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 and at City Hall, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing city.clerk@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. To request Spanish language interpretation, please submit an online form at <https://www.cityofsanrafael.org/request-for-interpretation/>.



MINUTES

SAN RAFAEL CITY COUNCIL - MONDAY, NOVEMBER 21, 2022

REGULAR MEETING AT 7:00 P.M.

In-Person:

San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Participate Virtually:

Watch on Zoom Webinar: <https://tinyurl.com/CC-2022-11-21>

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- Use the sign-in sheet (optional) which allows notification of potentially exposed individuals if contact tracing reveals COVID-19 transmission may have occurred in a given meeting.
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Present: Councilmember Bushey
Councilmember Hill
Vice Mayor Kertz
Councilmember Llorens Gulati
Mayor Kate

Absent: None
Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 6:15 PM

Dial-in: (669) 444-9171, Meeting ID# 832-5158-3140#

One Tap Mobile +16694449171,,83251583140# US or +12532050468,,83251583140# US

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 6:15 PM

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
1 case: Crimmins v. CSR

Mayor Kate called the meeting to order at 7:00 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 hybrid City Council meeting, gratitude to City Staff, United Against Hate Week and a land acknowledgment.

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

OPEN TIME FOR PUBLIC EXPRESSION

- Amy Likover, Federation of San Rafael Neighborhoods addressed the City Council honoring Judy Schriebman.
- Kate Powers, addressed the City Council honoring Judy Schriebman.

CITY MANAGER AND COUNCILMEMBER REPORTS:

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

3. City Manager and Councilmember Reports:

City Manager Jim Schutz announced:

- San Rafael Economic Development Strategic Plan Update
- Downtown San Rafael's Parade of Lights and Winter Wonderland to be held Saturday, November 26 at 1 -5 p.m., with a lighted classic car parade at 5:30 p.m.

Councilmember Reports:

- Councilmember Kertz reported on United Against Hate Week, the opening of 920 Grand Avenue (Progress Foundation residential treatment center) and an upcoming Marin Wildfire Prevention Authority (MWPA) meeting.

- Councilmember Bushey reported on Loch Lomond Oversight Committee and San Rafael Public Library Foundation Board meetings.
- Councilmember Llorens Gulati reported on her recent Community Conversation and an HOA meeting with Spinnaker, Bay Point and Bahia.
- Councilmember Hill reported on the opening of the Grand Avenue project.
- Mayor Kate reported on the Chamber of Commerce Leadership Institute, SMART, the November 8, 2022 City Council election.

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

CONSENT CALENDAR:

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

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

4. Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of the City Council Regular and Special Meetings of November 7, 2022 and the City Council Special Meeting of November 2, 2022 (CC)
Approved minutes as submitted
- b. **Use of Teleconferencing for Public Meetings During State of Emergency**
Resolution Pursuant to Assembly Bill 361 Making Findings and Confirming the Need for the Use or Continued Use of Teleconferencing to Hold Public Meetings of the City’s Legislative Bodies During the Continuing State of Emergency Relating to the Covid-19 Pandemic (CA)
Resolution 15159 - Resolution Pursuant to Assembly Bill 361 Making Findings and Confirming the Need for the Use or Continued Use of Teleconferencing to Hold Public Meetings of the City’s Legislative Bodies During the Continuing State of Emergency Relating to the Covid-19 Pandemic
- c. **Downtown Business Improvement District (BID) Business Assessment Annual Renewal**
Resolution Declaring the City Council’s Intention to Levy an Annual Assessment for Calendar Year 2023 for the Downtown San Rafael Business Improvement District (ED)
Resolution 15160 - Resolution Declaring the City Council’s Intention to Levy an Annual Assessment for Calendar Year 2023 for the Downtown San Rafael Business Improvement District
- d. **Accepting Grant Funds to Support Resilience Planning**
Resolution Accepting the Grant of Funds from the State Coastal Conservancy and Marin Community Foundation for the Canal Community Resilience Planning Project and Appropriating Funds in the Amount of \$762,000 for Project #31100 (CM)
Resolution 15161 - Resolution Accepting the Grant of Funds from the State Coastal Conservancy and Marin Community Foundation for the Canal Community Resilience Planning Project and Appropriating Funds in the Amount of \$762,000 for Project #31100

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

PUBLIC HEARING

5. Public Hearing:

a. **Triennial Building Code Ordinance Amendments**

Final Adoption of Ordinance 2021: An Ordinance Amending Title 12 (Building Regulations) of the Municipal Code of the City of San Rafael, to Adopt by Reference the 2022 Edition of the California Building Code, the California Residential Code, the California Mechanical Code, the California Plumbing Code, the California Electrical Code, the California Existing Building Code, the California Green Building Construction Standards Code, the California Historical Building Code, the California Energy Code, and the California Referenced Standards Code, with Appendices and Amendments Herein; to Adopt by Reference the 2021 Edition of the International Property Maintenance Code and the International Swimming Pool and Spa Code, with Amendments Herein; Adopting Administrative and Program Provisions for the Codes; Adopting New Chapter 12.350 with Administrative and Program Regulations on Gate Safeguards; and Adopting Findings of Fact Supporting the Amendments to the Codes (CD)

Robert Epstein, City Attorney introduced the item and Don Jeppson, Chief Building Official presented the Staff Report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Eric Quanbeck, Eric Bledsoe, Electronic Innovations, Name withheld, Michael Reed, American Fence Association, Kate Powers

Staff responded to public comment.

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Kertz seconded to adopt Ordinance No. 2021; and the City Clerk read the title of the ordinance.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Final adoption of Ordinance No. 2021

b. **Ordinance Amending Green Building Codes**

Introduction of an Ordinance Amending Title 12 (Building Regulations) of the Municipal Code of the City of San Rafael, by Amending the 2022 California Green Building Standards Code for Electric Vehicle Chargers; Amending the 2022 California Mechanical Code and the 2022 California Plumbing Code to Limit Fuel Gas in Existing Single Family Homes and Duplexes, and Prohibit Fuel Gas in New Construction with Limited Exceptions; and Adopting Findings of Fact Supporting the Amendments to the Codes (CD)

Cory Bytof, Sustainability Program Manager and Don Jeppson, Chief Building Official presented the Staff Report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Sebastian Khan, MCE, name withheld, Bill Carney, Sustainable San Rafael, Manaal Shafi, Bloom Energy, Pam Reaves, Marin Conservation League, Belle Cole, Organizing for Action in Marin, David Moller, Marin Sonoma Building Electrification Squad

Staff responded to public comment.

Councilmembers provided comments.

Councilmember Llorens Gulati moved and Councilmember Bushey seconded to waive further reading of the ordinance and refer to it by title only and introduce the ordinance; and the City Clerk read the title of the ordinance.

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

Waived further reading of the ordinance and referred to it by title only, and introduced the ordinance

c. **Master Fee Schedule**

Resolutions Amending the City of San Rafael Master Fee Schedule to Adopt a Comprehensive Master Fee Update and Establishing an Annual CPI Increase with Max Annual Increase of 3%; Updating to the Affordable Housing In-Lieu Fee; and the Repeal of Resolutions Where Fees and Fee Methodology are Otherwise Referenced (Fin)

Continued to a future City Council meeting

OTHER AGENDA ITEMS

6. Other Agenda Items:

a. **Year-End Financial Statements and Related Audit Reports**

Fiscal Year 2021-2022 Annual Financial Report; GANN Appropriations Limit; Memorandum on Internal Control; Report of Required Communications; and the Child Development Program Financial Report (Fin)

Shawn Plate, Principal Accountant introduced Whitney Crockett and Amy Meyer, Maze & Associates who presented the Staff Report.

Staff responded to questions from Councilmembers.

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

Staff provided comments.

Councilmembers provided comments.

Councilmember Hill moved and Councilmember Kertz 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:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Kate adjourned the meeting at 9:31 p.m., in honor of Judy Schriebman.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2022

KATE COLIN, Mayor

DRAFT



MINUTES

SAN RAFAEL CITY COUNCIL - MONDAY, DECEMBER 5, 2022

REGULAR MEETING AT 7:00 P.M.

In-Person:

San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

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

Absent: None

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

OPEN SESSION – THIRD FLOOR CONFERENCE ROOM – 6:00 PM

Dial-in: (669) 444-9171, Meeting ID# 883-4631-2902#

One Tap Mobile +16694449171,,88346312902# US

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM – 6:00 PM

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
1 case: Francisco Boulevard Investors v. CSR

Mayor Kate called the meeting to order at 7:00 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 Special Meeting held prior to the meeting and the upcoming Public Hearings to be heard tonight.

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

OPEN TIME FOR PUBLIC EXPRESSION

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

PUBLIC HEARING

3. Public Hearing:

- a. [San Rafael 2023-2031 Housing Element](#)
Submittal of the HCD Draft 2023-2031 San Rafael Housing Element to the California Department of Housing and Community Development for Their Initial Review and Comment (CD)

Alicia Giudice, Community Development Director introduced the item. Barry Miller, Consulting Project Manager, Liz Darby, Consultant and Alexis Captanian, Housing Programs Analyst presented the Staff Report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Judith Bloomberg, Marin Organizing Committee/MOC Affordable Housing Team, Al Vetere, Bob Pendoley, Marin Environmental Housing Committee (MEHC), Johnson

Reynolds, Gregory Andrew

Staff responded to public comment.

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Kertz seconded to approve submission of the HCD Draft 2023-2031 San Rafael Housing Element to the California Department of Housing and Community Development for Their Initial Review and Comment.

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

Approved submission of the HCD Draft 2023-2031 San Rafael Housing Element to the California Department of Housing and Community Development for Their Initial Review and Comment.

b. **Aldersly Retirement Community Project**

Approval of Actions as Recommended by the Planning Commission for the Phased Development of New Buildings and Other Improvements, and Demolition of Existing Buildings on the Aldersly Retirement Community Property, Including 14 Additional Independent Living Units on a 2.9 Acre Site Located at 326 and 308 Mission Avenue (CD)

- i. **Resolution Certifying the Final Environmental Impact Report, Adopting a Statement of Overriding Considerations, and Adopting a Mitigation Monitoring and Reporting Program Pursuant to the California Environmental Quality Act for the Aldersly Planned Development Amendment Project**
- ii. **Introduction of an Ordinance of the City of San Rafael City Council Approving a Planned Development Rezoning from Planned Development District (PD 1775) to Planned Development District (PD) and Development Plan Including 14 Net New Independent Living Units for the 2.9-Acre Senior Retirement Community Site Located at 308 and 326 Mission Avenue**
- iii. **Resolution Approving the Master Use Permit Amendment (UP20-022) and Environmental and Design Review Permit (ED20-051) for the Aldersly Retirement Community at 308 and 326 Mission Avenue (APN 014-054-31 and 32)**

Alicia Giudice, Community Development Director introduced the item. Jayni Allsep, Consultant presented the Staff Report.

Jaynie Allsep, Consultant recommended in her presentation that minor change (in parking area) in site plan regarding east property adjacency at 304 Mission Avenue be approved.

Applicant gave a presentation.

Mayor Kate invited public comment.

Speakers: Susan, Bob Pendoley, Marin Environmental Housing Committee (MEHC), John Simon, CC Raeside, Stephen Simon

Staff responded to public comment.

Councilmembers provided comments.

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to adopt the resolution.

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

Resolution 15166 - Resolution Certifying the Final Environmental Impact Report, Adopting a Statement of Overriding Considerations, and Adopting a Mitigation Monitoring and Reporting Program Pursuant to the California Environmental Quality Act for the Aldersly Planned Development Amendment Project

Councilmember Kertz moved and Councilmember Bushey seconded to waive further reading of the ordinance and refer to it by title only, and introduce the ordinance; and the City Clerk read the title of the ordinance.

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

Waived further reading of the ordinance and referred to it by title only, and introduced the ordinance

Councilmember Bushey moved and Councilmember Kertz seconded to adopt the resolution, including the minor change in the site plan as discussed.

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

Resolution 15167 - Resolution Approving the Master Use Permit Amendment (UP20-022) and Environmental and Design Review Permit (ED20-051) for the Aldersly Retirement Community at 308 and 326 Mission Avenue (APN 014-054-31 and 32)

[RECESS 9:10 – 9:14 p.m.](#)

c. [Rotary Manor Culvert Replacement](#)

Resolution Adopting the Initial Study/Mitigated Negative Declaration (IS/MND) and Associated Mitigation Monitoring and Reporting Program for the Rotary Manor Culvert Replacement Project; Authorization to Staff to Proceed with Final Design and Procurement of Regulatory Environmental Permits (PW)

April Miller, Public Works Director introduced the item. Theo Sanchez, Associate Civil Engineer who presented the Staff Report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment; however there was none.

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Hill seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Resolution 15168 - Resolution Adopting the Initial Study/Mitigated Negative Declaration (IS/MND) and Associated Mitigation Monitoring and Reporting Program for the Rotary Manor Culvert Replacement Project; Authorization to Staff to Proceed with Final Design and Procurement of Regulatory Environmental Permits

d. [Marin Sanitary Service Rates for 2023](#)

Resolution Approving Maximum Rates Collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be Effective January 1, 2023 (CM)

Cory Bytof, Sustainability Program Manager presented the Staff Report.

Staff responded to questions from Councilmembers.

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

Councilmember provided comments.

Councilmember Llorens Gulati moved and Councilmember Bushey seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Resolution 15169 - Resolution Approving Maximum Rates Collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be Effective January 1, 2023

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

Resolution Confirming the 2022 Annual Report for the Downtown Business Improvement District and Levy of Assessments for Calendar Year 2023 (ED)

Jim Schutz, City Manager introduced Micah Hinkle Director of Economic Development and Innovation. He and Victoria Lim, Senior Management Analyst presented the Staff Report.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Jed Greene, Downtown Business Improvement District (BID), Al Vetere

Staff responded to public comment.

Councilmember provided comments.

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to adopt the resolution.

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

Resolution 15170 - Resolution Confirming the 2022 Annual Report for the Downtown Business Improvement District and Levy of Assessments for Calendar Year 2023

CONSENT CALENDAR:

4. Consent Calendar Items:

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

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

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

a. **Ordinance Amending Green Building Codes**

Adoption of Ordinance 2022: An Ordinance Amending Title 12 (Building Regulations) of the Municipal Code of the City of San Rafael, by Amending the 2022 California Green Building Standards Code for Electric Vehicle Chargers; Amending the 2022 California Mechanical Code and the 2022 California Plumbing Code to Limit Fuel Gas in Existing Single Family Homes and Duplexes, and Prohibit Fuel Gas in New Construction with Limited Exceptions; and Adopting Findings of Fact Supporting the Amendments to the Codes (CC)

Final adoption of Ordinance 2022

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Kate adjourned the meeting at 10:13 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2022

KATE COLIN, Mayor

MINUTES



SAN RAFAEL CITY COUNCIL - MONDAY, DECEMBER 5, 2022

SPECIAL MEETING AT 6:30 P.M.

In-Person:

San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Participate Virtually:

Watch on Zoom Webinar: <https://tinyurl.com/cc-2022-12-05>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 817-3692-0337#

One Tap Mobile: US: +16699009128,,81736920337#

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

Absent: None

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

Mayor Kate called the meeting to order at 6:30 p.m. and requested City Clerk Lindsay Lara call the roll. All members of the City Council were present.

Mayor Kate announced the swearing-in ceremony for Councilmember Bushey and Councilmember Hill to be held on December 19, 2022 at 6:30 p.m. She welcomed Micah Hinkle, the new Director of Economic Development and Innovation.

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

CITY MANAGER AND COUNCILMEMBER REPORTS:

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

1. City Manager and Councilmember Reports:

City Manager Jim Schutz announced:

- Nominations for the 2023 Richard P. O'Brien and Mary Ferrario O'Brien Public Service Award
- Vacancies on the Planning Commission, Pickleweed Advisory Committee and the ADA

Access Advisory Committee

- San Rafael Lighted Boat Parade to be held on Saturday, December 17, at the San Rafael Yacht Club, 6-9 p.m.

Technical difficulty during City Manager's Report, resulting in lack of streaming 6:34 - 6:40 p.m.

Councilmember Reports:

- Councilmember Hill reported on the Downtown San Rafael's Parade of Lights.
- Councilmember Bushey reported on San Rafael Sanitation District and Loch Lomond Oversight Committee meetings.
- Councilmember Llorens Gulati reported on the Winter Wonderland event and an East San Rafael Parking Task Force meeting.
- Mayor Kate reported on a Marin Transit meeting.

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

CONSENT CALENDAR:

2. Consent Calendar:

Mayor Kate pulled item 2.c Donation of Open Space on Gold Hill Grade from the Consent Calendar.

Mayor Kate invited public comment on the Consent Calendar, not including item 2.c Donation of Open Space on Gold Hill Grade; however, there was none.

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to approve the Consent Calendar, except for item 2.c Donation of Open Space on Gold Hill Grade.

AYES: Councilmembers: Bushey, Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: None

- Vacancies on San Rafael Boards and Commissions**
Announcement of Vacancies on the Planning Commission, Pickleweed Advisory Committee and the ADA Access Advisory Committee (CC)
Received and filed
- Use of Teleconferencing for Public Meetings During State of Emergency**
Resolution Pursuant to Assembly Bill 361 Making Findings and Confirming the Need for the Use or Continued Use of Teleconferencing to Hold Public Meetings of the City's Legislative Bodies During the Continuing State of Emergency Relating to the Covid-19 Pandemic (CA)
Resolution 15162 - Resolution Pursuant to Assembly Bill 361 Making Findings and Confirming the Need for the Use or Continued Use of Teleconferencing to Hold Public Meetings of the City's Legislative Bodies During the Continuing State of Emergency Relating to the Covid-19 Pandemic
- Donation of Open Space on Gold Hill Grade**
Resolution Accepting the Offer of Donation from Marin Open Space Trust of Vacant Lot on Gold Hill Grade APN 015-250-34 to the City in Fee for Permanent Open Space and

Authorizing the City Manager to Execute, on Behalf of the City, All Documents Required to Effectuate Such Conveyance (LR)

This item was held from the Consent Calendar.

City Attorney Robert Epstein provided comments. He acknowledged Don Dickenson and Ralph Mihan, Marin Open Space Trust Board of Directors.

Councilmembers provided comment.

Mayor Kate invited public comment on item 2.c Donation of Open Space on Gold Hill Grade; however, there was none.

Councilmembers provided further comment.

Councilmember Hill moved and Councilmember Bushey seconded to adopt the resolution.

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

Resolution 15165 - Resolution Accepting the Offer of Donation from Marin Open Space Trust of Vacant Lot on Gold Hill Grade APN 015-250-34 to the City in Fee for Permanent Open Space and Authorizing the City Manager to Execute, on Behalf of the City, All Documents Required to Effectuate Such Conveyance

- d. **Quitclaim of a Storm Drain Easement at the Marin Academy
Resolution Electing to Vacate the Storm Drain Easement Described in Deed D2006-002997 and Authorizing Execution of a Quitclaim Deed, for Marin Academy Property at 1540 Fifth Avenue, San Rafael, California (PW)**
Resolution 15163 - Resolution Electing to Vacate the Storm Drain Easement Described in Deed D2006-002997 and Authorizing Execution of a Quitclaim Deed, for Marin Academy Property at 1540 Fifth Avenue, San Rafael, California
- e. **Temporary Street Closure to Support Vaccination Efforts in the Canal Neighborhood
Resolution Authorizing the Temporary Closure of Alto Street on Saturday, December 17, 2022 to Support Canal Alliance's Effort to Provide COVID-19 Vaccinations (PW)**
Resolution 15164 - Resolution Authorizing the Temporary Closure of Alto Street on Saturday, December 17, 2022 to Support Canal Alliance's Effort to Provide COVID-19 Vaccinations

ADJOURNMENT:

Mayor Kate adjourned the meeting at 6:50 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2022

KATE COLIN, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Attorney

**Prepared by: Genevieve Coyle,
Assistant City Attorney**

City Manager Approval: _____

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

TOPIC: USE OF TELECONFERENCING FOR PUBLIC MEETINGS DURING STATE OF EMERGENCY

SUBJECT: RESOLUTION PURSUANT TO ASSEMBLY BILL 361 MAKING FINDINGS AND CONFIRMING THE NEED FOR THE USE OR CONTINUED USE OF TELECONFERENCING TO HOLD PUBLIC MEETINGS OF THE CITY'S LEGISLATIVE BODIES DURING THE CONTINUING STATE OF EMERGENCY RELATING TO THE COVID-19 PANDEMIC

RECOMMENDATION:

Adopt the resolution pursuant to Assembly Bill 361 making findings and confirming the need for the use or continued use of teleconferencing to hold public meetings of the City's legislative bodies during the continuing state of emergency relating to the COVID-19 pandemic.

BACKGROUND:

The Ralph M. Brown Act ("Brown Act") requires that except as specifically provided, "meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body". (Gov. Code §54953(a).) For many years, the Brown Act has authorized members of a local agency's legislative body to attend a public meeting by teleconference in compliance with strict procedural requirements. Under Government Code section 54953(b)(3), to use teleconferencing, at least a quorum of the legislative body must participate from locations within the agency's boundaries, and the agency must give notice of each teleconference location, post an agenda at each teleconference location, provide for public access to each teleconference location, and allow members of the public to address the Council at each teleconference location.

On March 4, 2020, Governor Newsom declared a statewide state of emergency in connection with the COVID-19 pandemic. Subsequently, on March 18, 2020, the Governor issued Executive Order [No. N-29-20](#) suspending the Brown Act's requirements for in-person meetings and facilitating the use of teleconferencing for public meetings during the state of emergency. The Executive Order authorized public meetings to be held by teleconference only, provided that notice and accessibility requirements are met, members of the public are allowed to observe and address the legislative body at the meeting, and there is a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities. This order allowed the City Council and the City's other formal boards and commissions to hold their public meetings using teleconferencing technologies until the order expired on

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

September 30, 2021. On September 16, 2021 Governor Newsom signed into law as an urgency measure Assembly Bill (AB) 361. [AB 361](#) amended the Brown Act provisions governing the use of teleconferencing for public meetings of a local agency's legislative bodies, allowing more liberal teleconferencing requirements to continue during the current and future state-declared emergencies. Therefore, since October 1, 2021, the City has relied on the amendments enacted by AB 361 as its authority to continue to hold meetings using teleconferencing technologies.

Government Code section 54953, as amended by AB 361, now provides in new subsection (e)(1), that during the current and any future state-declared state of emergency, the legislative body of a local agency may use teleconferencing without complying with the procedural requirements of Government Code section 54953(b)(3) in any of three circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Certain additional requirements would apply under the new law, however, including specific requirements as to how public comment must be allowed and heard, with which the City already complies. In addition:

- In the event of a disruption which prevents the City from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.
- If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
 - The legislative body has reconsidered the circumstances of the state of emergency.
 - Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

ANALYSIS:

The City Council has determined that it is now safe to hold in person meetings in the City Council Chambers, and the Council held its first such meeting on April 18, 2022. Other boards and commissions that meet in the City Council Chambers will also be able to meet in person. The City Council Chambers are roomy enough to allow for social distancing in most cases and are now equipped with teleconferencing equipment that also allows participation in public meetings from other locations. This hybrid meeting model provides an alternative means to attend for those persons who feel they cannot safely attend in person, as well as for those persons who may find it more convenient to participate in the meetings through teleconferencing.

However, the City Council also holds special meetings at locations not in the City Council Chambers and staff has determined that the hybrid meeting model set up for these meetings has not provided sufficient space for social distancing and negatively impacts public participation through virtual means. Additionally, not all City boards and commissions meet in the City Council Chambers. Staff has not yet been able to make comparable arrangements for hybrid meetings in those other meeting locations. Therefore, staff recommends that the City Council continue to adopt the resolution required by AB 361, so that the City's legislative bodies meeting outside the City Council Chambers can meet or continue to meet using teleconferencing technology. These include special meetings of the City Council and meetings of the City's boards and commissions.

The resolution before the City Council is intended to comply with the requirement to make specified findings every 30 days. The resolution finds that the state of emergency continues in effect, that measures to promote social distancing are still being imposed or recommended by the state and county, and that the state of emergency directly impacts the ability of the public and the members of the City's Council, boards, and commissions to meet safely in person. The proposed resolution confirms the City Council's determination that all public meetings of the City's legislative bodies (the Council and all formal boards and commissions) may continue to be held using only teleconferencing technology.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the attached resolution.

OPTIONS:

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

1. Adopt the resolution as proposed.
2. Adopt a modified resolution.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt the resolution pursuant to Assembly Bill 361 making findings and confirming the need for use or continued use of teleconferencing to hold public meetings of the City's legislative bodies during the continuing state of emergency relating to the COVID-19 pandemic.

ATTACHMENTS:

1. Resolution

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL PURSUANT TO ASSEMBLY BILL 361 MAKING FINDINGS AND CONFIRMING THE NEED FOR THE USE OR CONTINUED USE OF TELECONFERENCING TO HOLD PUBLIC MEETINGS OF THE CITY'S LEGISLATIVE BODIES DURING THE CONTINUING STATE OF EMERGENCY RELATING TO THE COVID-19 PANDEMIC

WHEREAS, on March 4, 2020 Governor Newsom issued a proclamation pursuant to Government Code Section 8625 declaring a state of emergency in California due to the COVID-19 pandemic; and

WHEREAS, the Ralph M. Brown Act (Gov. Code §§ 54950 et seq.) (hereafter, the "Brown Act") provides in Government Code section 54953 that "all meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided by this chapter"; and

WHEREAS, Government Code section 54953(b)(3) permits the legislative body of a local agency to use teleconferencing for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law, subject to specified procedural requirements including, but not limited to, the posting of agendas at all teleconference locations, the opportunity for members of the public to address the legislative body directly at each teleconference location, and that at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the legislative body exercises jurisdiction; and

WHEREAS, Government Code section 54953(e), added by Assembly Bill 361 effective September 16, 2021, provides, in section 54953(e)(1), that during a state of emergency proclaimed pursuant to Government Code section 8625, the legislative body of a local agency may hold a meeting using teleconferencing without complying with the procedural requirements of section 54953(b)(3), provided that the legislative body complies with the requirements of section 54953(e)(2); and

WHEREAS, pursuant to Government Code section 54953(e)(3), if a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, then in order to continue to teleconference without compliance with the requirements of section 54953(b)(3), the legislative body shall make specified findings at least every 30 days; and

WHEREAS, the City Council has reconsidered the circumstances of the proclaimed COVID-19-related state of emergency and finds that it remains active; and

WHEREAS, the City Council finds that state and/or local officials continue to impose or recommend measures to promote social distancing, including masking in certain indoor public settings; and

WHEREAS, the City Council finds that the state of emergency directly impacts or continues to directly impact the ability of the City's legislative bodies to meet safely in person,

including special meetings of the City Council and meetings of the City's boards and commissions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Rafael that in order to protect the safety of the members of the public and its legislative bodies, for the 30 days following adoption of this resolution, public meetings of the City's legislative bodies may continue to be held using teleconferencing technology in compliance with the requirements of Government Code section 54953(e)(2) and all other applicable laws.

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 special meeting of the City Council of the City of San Rafael, held on Monday, the 19th day of December 2022 by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

Agenda Item 4.c
ORDINANCE NO. 2023

AN ORDINANCE OF THE CITY OF SAN RAFAEL CITY COUNCIL APPROVING A PLANNED DEVELOPMENT REZONING FROM PLANNED DEVELOPMENT DISTRICT (PD 1775) TO PLANNED DEVELOPMENT DISTRICT (PD) AND DEVELOPMENT PLAN INCLUDING 14 NET NEW INDEPENDENT LIVING UNITS FOR THE 2.9-ACRE SENIOR RETIREMENT COMMUNITY SITE LOCATED AT 308 AND 326 MISSION AVENUE

(ALDERSLY RETIREMENT COMMUNITY)
(APNS: APN 014-054-31 AND 014-054-32)

WHEREAS, on November 12, 2020, the applicant submitted applications for a Zone Change (ZC 20-001) to amend Planned Development District (PD 1775) to PD X; Master Use Permit (UP20-022); and Environmental and Design Review (ED 20-051) for the phased construction of new buildings, and demolition and alterations/additions to existing buildings, and including 14 net new Independent Living units for the 2.9-acre senior retirement community site located at 308 And 326 Mission Avenue; and

WHEREAS, the proposed PD District land use and development standards for the property are presented in Exhibit B, and the new PD proposes to:

- a) Allow the Aldersly Retirement Community to evolve to meet the needs of current and future residents;
- b) Provide flexibility to meet future needs of its residents with facilities providing best design and practices in services and environments, including a combination of improvements to campus connectivity, renovations to current facilities, expansion of some buildings, and new construction;
- c) Establish the permitted land uses for the new PD district; and
- d) Establish development standards appropriate for the new District and Development Plan.

WHEREAS, on December 7, 2021, the project was considered by the Design Review Board (DRB), and after considering the revisions made to the design of the Mission Avenue Independent Living building and the bioretention areas and landscape screening, the Board recommended approval of the project; and

WHEREAS, as required by the California Environmental Quality Act (CEQA) Guidelines (Cal. Code of Regulations, Title 14, Section 15000 et seq.) an analysis and determination regarding a project's potential environmental impacts is required, and it was determined that the project has the potential to result in potentially significant environmental effects, and the preparation of an Environmental Impact Report ("EIR") was recommended; and

WHEREAS, a Draft EIR was prepared and made available for a 45-day public review period beginning on August 16, 2022 and ending on September 30, 2022; and

WHEREAS, the San Rafael Planning Commission held a public comment hearing on the Draft EIR on September 13, 2022; and

WHEREAS, the San Rafael Planning Commission has recommended certification of the Final EIR by adoption of a separate resolution; and

WHEREAS, consistent with the requirements of the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared to ensure implementation of, and compliance with, all measures required to mitigate any environmental impact; and all of the identified mitigation measures have also been included as conditions of the project approval; and

Agenda Item 4.c

WHEREAS, notice of the Planning Commission public hearing was provided through the following means: 1) the subject site was posted; 2) publishing a legal ad in the Marin Independent Journal, a local newspaper of general circulation in the area, on October 29, 2022; and 3) notices were mailed to surrounding property owners within 300 feet, pertinent agencies (including responsible and trustee agencies), organizations and special interest groups in conformance with the CEQA Guidelines; and

WHEREAS, on November 15, 2022, following a public hearing and deliberation on the project, the Planning Commission voted 4-0-3-0 and adopted Planning Commission Resolutions 22-16, 22-17 and 22-18 recommending that the City Council 1) Certify the Final EIR and adopt a Mitigation Monitoring and Reporting Program for the project; 2) adopt an Ordinance approving a zoning amendment from Planned Development District (PD1775) to a revised Planned Development District (PD) ZC 20-001; and 3) conditionally approve the Master Use Permit (UP20-022) and Environmental and Design Review Permit 20-051; and

WHEREAS, on December 5, 2022, the City Council held a duly noticed public hearing on the proposed project, accepting and considering all oral and written public testimony and the written report of the Department of Community Development; and

WHEREAS, on December 5, 2022, by adoption of separate resolution, the City Council certified the Final EIR and adopted an MMRP for the project; 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, as required by San Rafael Municipal Code Sections 14.07.090 and 14.27.060, the City Council makes the following findings in support of an ordinance to rezone the property from Planned Development District PD 1775 to a new Planned Development District (PD), as shown on the map contained in **Exhibit A** and further described in **Exhibit C**, and to establish new PD Development Standards as outlined in **Exhibit B**:

1. The Development Plan is consistent in principle with the San Rafael General Plan 2040 and other applicable City plans or policies in that the project includes appropriate development standards, and is subject to an Environmental and Design Review Permit implementing the intent of Chapter 14.25 (Environmental and Design Review Permit) of the San Rafael Zoning Ordinance (Title 14 of the San Rafael Municipal Code), Subdivision Ordinance (Title 15 of San Rafael Municipal Code), and the applicable General Plan land use policies, as described in the General Plan Consistency Analysis included as Exhibit 5 of the November 15, 2022 Planning Commission staff report.
2. The applicant proposes to add 14 net new Independent Living units, which will help serve to accommodate the projected need for 3,220 additional housing units in the City by the year 2031. The proposed new buildings create a reasonable transition between the existing residential properties in the neighborhood and the multi-family and commercial properties to the south. Further, the development plan has been reviewed and recommended for approval by the Design Review Board.
3. The local utility agencies have reviewed the plans and confirmed that the proposed development can be served by public facilities such as sewer, water, refuse services and other infrastructure resources that currently serve the existing development adjacent to the site.
4. The applicant has developed property development standards for the new PD zoning, that are consistent with the proposed property development standards of the underlying base

Agenda Item 4.c

district. The proposed new development has been designed to comply with the applicable PD development standards, and the proposed project is not requesting any deviations (Variances) from land use regulations.

5. The auto, bicycle and pedestrian traffic systems presented on the Development Plan are adequately designed for circulation needs and public safety in that: a) the Development Plan proposes sidewalks throughout the development for pedestrian access; b) emergency vehicle ingress and egress from the development would be provided from adjacent public streets (Mission and Belle Avenue); and c) the access and site layout have been reviewed by the appropriate City departments and have been found to be adequate by the City of San Rafael Fire and Police Departments.
6. The public health, safety and welfare are served by the adoption of the proposed PD District, in that the project as proposed and conditioned: a) would implement housing and environmental goals and policies adopted for this site in the San Rafael General Plan 2040; b) would conform to City standards for safety; c) as proposed, and conditioned, it would be consistent with the recommended mitigation measures presented in the Final EIR and the MMRP prepared for this project.

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

DIVISION 1.

The Zoning Map of the City of San Rafael, California, adopted by reference by Section 14.01.020 of the San Rafael Municipal Code is amended by reclassifying the following real property from Planned Development District PD 1775 to a new Planned Development District (PD) -- Ordinance No. 2023. Said property so reclassified is located at 308 and 326 Mission Avenue, San Rafael, and further identified as County Assessor's Parcel No's: APN 014-054-31 and 014-054-32, as shown on the map attached as Exhibit "A" and described in Exhibit "C", which are incorporated by reference.

DIVISION 2.

Any development of this property shall be subject to the conditions outlined in Exhibit "B", *PD Zoning and Planned Development Standards for Aldersly*, which is attached hereto and made a part hereof, and consistent with all submitted materials that constitute the Development Plan, as required by Section 14.07.060 of the San Rafael Municipal Code.

DIVISION 3.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

DIVISION 4.

A summary of this ordinance shall be published and a certified copy of the full text of this Ordinance shall be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which it is adopted.

This ordinance shall be in full force and effect thirty (30) days after its final passage, and the summary

Agenda Item 4.c

of this ordinance shall be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in the Marin Independent Journal, a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

Within fifteen (15) days after adoption, the City Clerk shall also post in the office of the City Clerk, a certified copy of the full text of this ordinance along with the names of those Councilmembers voting for or against the ordinance.

THE FOREGOING ORDINANCE was first read and introduced at a regular meeting of the San Rafael City Council on the 5th day of December 2022, and was passed and adopted at a regular meeting of the San Rafael City Council on the 19th day of December 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

KATE COLIN, Mayor

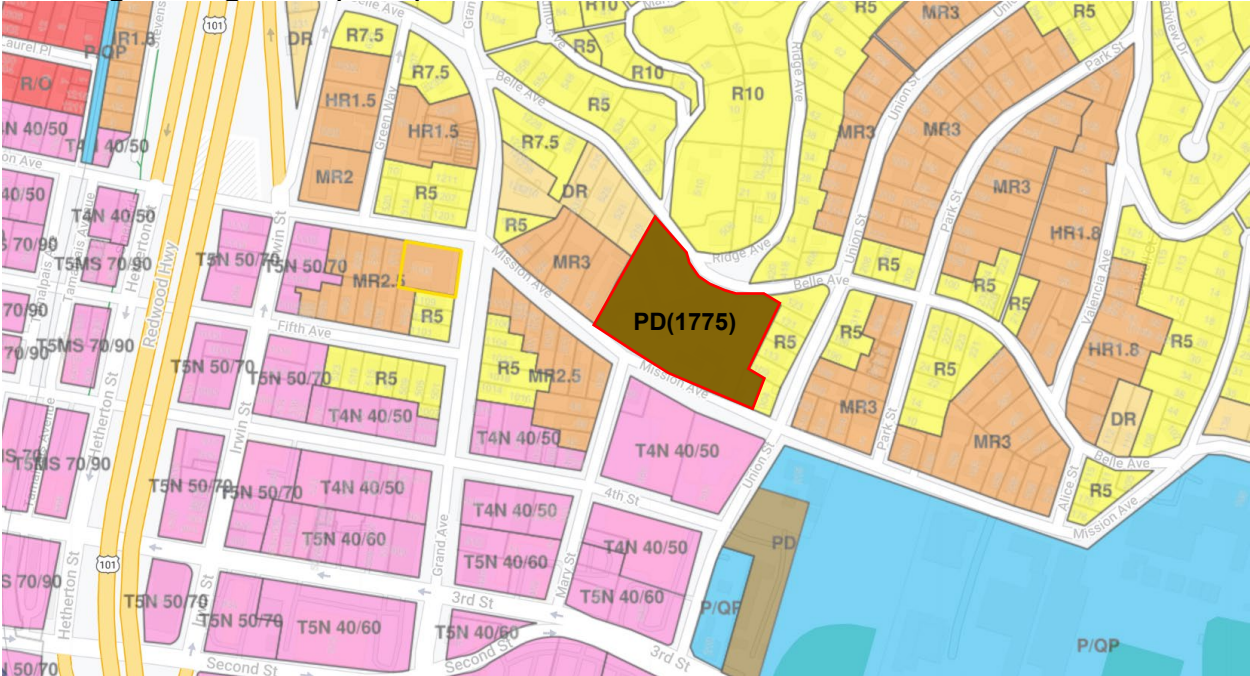
ATTEST:

LINDSAY LARA, City Clerk

- Exhibit A: Zone Change Map
- Exhibit B: Planned Development District Standards
- Exhibit C: Legal Property Description

ZONE CHANGE MAP

Existing Zoning = PD (1775)



Proposed Zoning = PD (TBD)

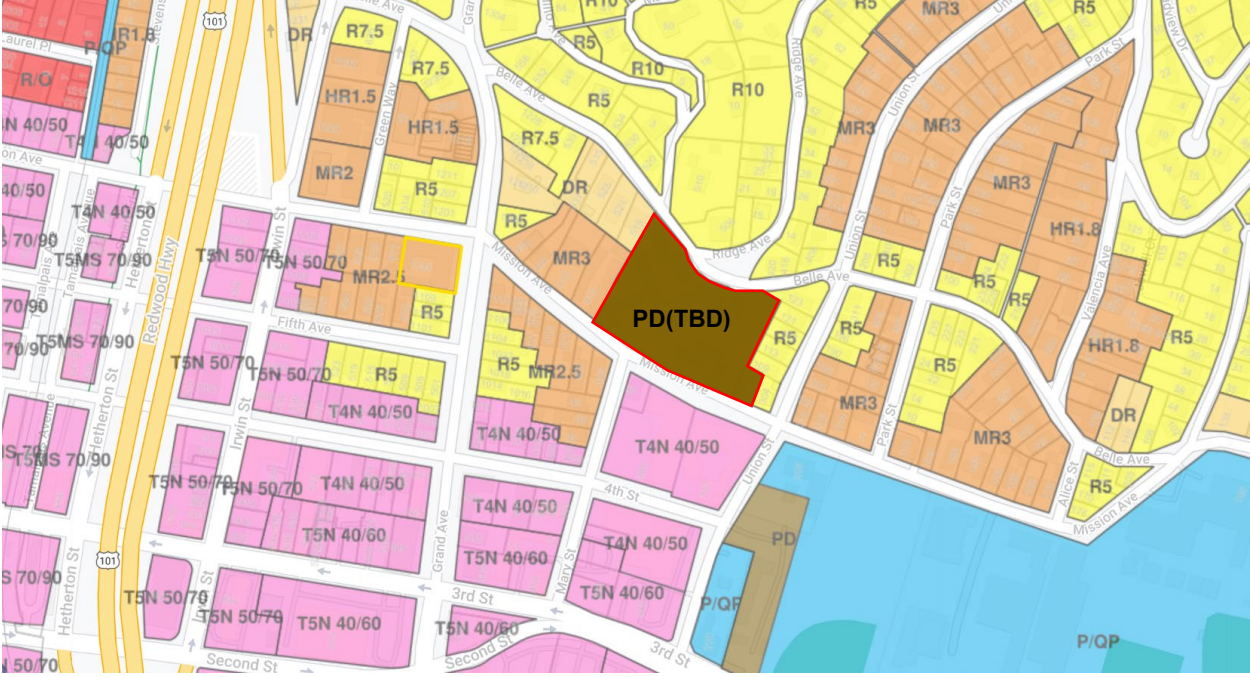


EXHIBIT B

PD Zoning and Master Plan and Development Standards for Aldersly

The Planned Development (PD) zoning and Master Plan for the Aldersly campus will allow the Aldersly Retirement Community to evolve to meet the needs of current and future residents for the next 20 years.

Site Description & Setting

The Aldersly is a lifespan residential community, providing independent and assistive live, and rehabilitative care and skilled nursing. The campus occupies 2.9 acres on the north side of Mission Avenue and extending to Belle Avenue to the north. The property slopes uphill from Mission Avenue frontage (13-16 ft. elevation) to Belle Avenue (40-60 ft. elevation). The campus is developed with residential, administrative, and healthcare buildings connected by an extensive network of landscaped pedestrian paths and gardens. The campus is located within the Montecito/ Happy Valley Neighborhood, one of San Rafael's oldest neighborhoods, close to Downtown San Rafael. The area surrounding the Aldersly campus contains a mix of residential, retail, and community services. The site has a General Plan Land Use designation as High Density Residential and is zoned PD - Planned Development. The PD zoning prior to this Master Plan was Ordinance No. 1775.

The PD provides the Aldersly Board a plan with the flexibility to meet future needs of its residents with facilities providing best design and practices in services and environments. This plan includes a combination of improvements to campus connectivity, renovations to current facilities, expansion of some buildings, and new construction. The overall goal of the Master Plan is to keep Aldersly a boutique residential community for older people looking for a home with *hygge* – Danish for the experience of coziness and comfortable conviviality that engenders feelings of contentment and well-being.

To this end, the PD proposes the following standards to enable sustainability of the residential community and improvements to the unique design of Aldersly.

A. Land Uses

Consistent with the High Density Residential land use district, the following use are allowed in the Aldersly Planned District (similar to the high density zoning categories):

- Independent living units for older adults (60 and older)
- Assisted living units for older adults (housing for people needed assistance with activities of daily living)
- Memory care units for older adults with dementia
- Skilled nursing facility with clinic and rehabilitative services
- Ancillary support to serve residents' needs (e.g., laundry, beauty, dining, retail, recreation facility, community meeting rooms, food service, healthcare, hospice, storage buildings)
- Administrative services (offices, maintenance, landscaping)
- Any substantive change in use of existing buildings on the site shall require an amendment to the Master Use Permit.

B. Minimum Lot Area

The minimum lot area is 6,000 square feet (same as the HR1.8 zoning district).

C. Minimum Lot Area per Dwelling Unit

The Aldersly campus is approved to include:

- 69 independent living units for older adults
- 35 assisted living/memory care units for older adults
- 20 skilled nursing beds

D. Minimum Lot Width

Because of the existing configuration of campus and its compact, high-density character, no minimum lot width is established.

E. Setbacks/Minimum Yards

- Maintain a fifteen-foot (15') front yard building setback along Mission Avenue, (same as the HR1.8 zoning district).
- Maintain a five-foot (5') side yard building setback.
- Maintain a five-foot (5') rear yard building setback along Belle Avenue, (same as the HR1.8 zoning district).
- Existing Conditions. Buildings existing at the time this Master Plan is adopted and not meeting the setback standards established above shall be considered conforming buildings.

F. Distance Between Residential Structures

Provide and maintain building separations that conform to codes governing the Aldersly campus at the time of construction permitting.

G. Maximum Height of Structures

The maximum height of structures is 36 feet (36') except where allowed per the City Zoning definitions, exceptions, or height bonus regulations.

Existing Conditions: Buildings existing at the time this plan is adopted and not meeting the height standards established above shall be considered conforming buildings.

H. Maximum Lot Coverage

Total building footprints on the campus shall not exceed 60% of the campus land area (same as the HR1.8 zoning district).

I. Minimum Usable Outdoor Area per Dwelling Unit

Each resident has access to a private usable outdoor area of variable size (for independent living units) and/or to communal outdoor areas (for assisted living/memory care and skilled nursing residents). Because of the extensive outdoor areas provided for all residents, no minimum is established for usable outdoor area per dwelling unit.

J. Landscaping/Yard Areas

- i. Landscaping and yard areas requirements are not established due to the single ownership of the campus, the communal nature of exterior areas, and the desire to maintain planning flexibility.
- ii. Open Space: The campus pattern of tightly landscaped pathways, terraces, open courtyards and decks, and garden areas will be replicated to the extent feasible as approved through design review.

K. Parking

Aldersly was built before the prevalence of automobiles, and the campus' topography severely limits parking opportunities on campus. The Master Plan reflects the goals of the campus design to maximize landscaping onsite. For these reasons, the PD standards provide substantial flexibility.

i. Parking Capacity.

Parking will be provided consistent with the Parking Study and recommendations. There are currently 48 spaces on site. Up to eight (8) additional spaces will be provided. At buildout, there will be a maximum of 56 on-site parking spaces.

Additional parking, such as a valet parking program for special events, will be implemented as needed, consistent with the Use Permit.

ii. Parking Space Dimensions

Parking space dimensions shall comply with City standards.

iii. Allowable Compact Spaces

The allowable percentage of compact spaces shall comply with City standards.

L. Parking Lot Screening

i. Parking Visible from Public Right of Way

Parking visible from a public right of way shall be screened in accordance with the requirements contained in San Rafael's Zoning Ordinance.

ii. Parking Adjacent to Neighboring Lots

Maintain a three-foot (3') side yard setback of landscaped buffer between parking and circulation areas and adjacent lots. To maximize parking and accessibility and where a 3' setback is not practical, a 0' setback applies and a minimum five foot (5') solid barrier shall be provided for screening along the lot line.

iii. Canopy Trees at Parking

One tree for every four spaces will be provided within parking areas or at an alternate location as close to the parking area as feasible. Flexibility in the location of the trees is required in order to maximize the parking available. Innovative strategies for locating trees within parking areas without diminishing parking capacity will be implemented.

iv. Planting Areas between Spaces

No planting areas will be provided between parking spaces due to the need to maximize on-site parking. Alternate strategies for landscaping the parking areas will be implemented as feasible.

M. Off-Street Loading and Unloading

A new off-street truck loading and unloading area will be provided for the campus along Belle Avenue, as shown on sheet A3.5 in the approved plans.

N. Phasing Plan

There are three phases to the Master Plan to implement Aldersly's vision:

PHASE 1 Build new Independent Living Building, Relocate the Campus Reception/Entry to street level, Expand Community Space, and Improve Central Courtyard.

Phase 1A Add new independent living building.

1. Remove independent 12-studio units in three small buildings (Liselund, Marselisborg and Graasten)
2. Construct new independent living 35-unit building. Includes the relocation of Aldersly's main entrance and administrative offices to street level on Mission Avenue for better accessibility for residents and visitors. (An elevator and an interior connection to Fredensborg will enable sheltered ADA access to upper levels on the hillside site.)
3. Provide nine parking spaces in the new building, five guest parking spaces at the new main entrance, and up to eight (8) surface parking spaces along the driveway to Rosenberg. Implement a parking management program (i.e., shared car services, event valet parking and stacked parking).
4. Expand community space with a café, rooftop lounge, arts & crafts/activity room, and a conference room/pre-function room.

Phase 1B: New entry courtyard and outdoor amenity.

1. Improve central courtyard. Improve outdoor spaces with new gathering spaces and landscaping, including historic elements.

PHASE 2 Add new service connector/facility.

Phase 2: Construct new service building.

1. Remove 8-unit independent living Minor Building.
2. Construct a new service building, with service elevator connections to Rosenberg and Kronborg to improve service access for delivery, refuse and maintenance back-of-house spaces for increased efficiency.
3. Provide new trash room within service building with access to Belle Avenue.
4. Expand Memory Care garden on Minor building site.

PHASE 3 West Campus Independent Living

Phase 3A: Add new independent living buildings.

1. Remove 14 units independent living units in two buildings (Amalienborg and Sorgenfri).
2. Construct 15 independent living units in new building.

Phase 3B: Renovate 4 independent living units (Frederiksborg). Remove and replace four other independent living units (Frederickborg). Add four new parking parking spaces.

Design review will be conducted as Phases 2 and 3 are implemented. The level of design review shall be consistent with zoning requirements.

The 2022 PD District is intended to continue Aldersly's role as a community asset by renovating the campus to be a valued residential community for older adults who want to live in central San Rafael close to shops and other amenities, downtown activities and transit. The Master Plan reflects the need of Aldersly to remain relevant to baby boomer older adults who are looking for a senior residential community as they age into their 80s and older. In addition to the phases above, Aldersly will make interior renovations as needed to Fredensborg (dining and resident amenities), Kronborg (skilled nursing facility), Rosenborg (Assisted Living and Memory Care), and Christriansborg (independent living) to maintain a high level of service. Appropriate building permits will be secured at the time of interior improvements.

Aldersly Property (326 and 308 Mission Ave.)

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

PARCEL ONE:

BEGINNING at a point on the Northerly line of Mission Street, distant thereon 362.5 feet Easterly from the Easterly line of Grand Avenue as said Street and Avenue are shown on the Map of "Coleman's Addition to San Rafael," filed December 24, 1888 in Book 1 of Maps at Page 39, Marin County Records; said point also being the Southwest corner of that certain parcel of land described in the Deed from Henry Schlosser, et ux, to J. D. Spreckles, Jr., recorded September 5, 1907 in Book 110 of Deeds at Page 348, Marin County Records; thence leaving said line of Mission Avenue and running along the Westerly line of said Deed to Spreckles, North 25° 15' East 125.5 feet and North 30° 30' East 210.7 feet to the Southerly line of Belle Avenue; running thence Southeasterly and Easterly, along said Southerly line of Belle Avenue, to the Westerly corner of the Lot conveyed to Carlo Pedroli by deed recorded January 22, 1934 in Book 226 of Official Records at Page 146, Marin County Records; thence leaving said line of Belle Avenue and running South 64° 13' East 53.95 feet to the Northwest corner of the Lot conveyed to John M. Lucas and Murial C. Lucas, his wife by Deed recorded May 12, 1943 in Book 443 of Official Records at Page 458, Marin County Records; thence along the Westerly line of said Lot 50 conveyed to Lucas and along the Westerly line of the Lots conveyed to Ruth M. Valiquette by Deed recorded June 14, 1943 in Book 449 of Official Records at Page 4, Marin County Records; to Jennie Eggan and Karl Eggan, her husband, by Deed recorded January 24, 1945 in Book 481 of Official Records at Page 51, Marin County Records, to Evelyn Loper by Deed recorded April 29, 1943 in Book 443 of Official Records at Page 373, Marin County Records, South 24° 17' West 200 feet to the Northerly line of the Lot conveyed to Walter M. Magraw and Lorraine S. Magraw, his wife, by Deed recorded August 4, 1943 in Book 449 of Official Records at Page 155, Marin County Records; thence Westerly along said Northerly line 10 feet, more or less, to the Northwest corner of the lot so conveyed to Magraw; thence Southerly along the Westerly line of said Lot, 84 feet, more or less, to the Northerly line of Mission Street; thence Westerly along said Northerly line, 430.25 feet, more or less, to the point of beginning.

PARCEL TWO:

THOSE CERTAIN EASEMENTS, 2 feet in width for utility purposes, as reserved in the following Deeds from Frank Healion and Catherine Healion, his wife (A) To John M. Lucas recorded May 12, 1943 in Book 443 of Official Records at Page 458, Marin County Records. (B) To Jennie Eggan, et con, recorded January 24, 1945 in Book 481 Official Records at Page 51, Marin County Records. (C) To Ruth M. Valiquette, recorded June 24, 1943 in Book 449 of Official Records at Page 4, Marin County Records. (D) To Evelyn Loper, recorded April 29, 1943 in Book 443 of Official Records at Page 373, Marin County Records.

PARCEL THREE:

COMMENCING at a point on the Northerly line of Mission Street, North $68^{\circ} 05'$ West, 55.0 feet from the point formed by the intersection of the Northerly line of Mission Street with the Westerly line of Union Street, as the same is shown on the Map of Coleman's Addition to San Rafael, filed in the Office of the County Recorder in Book One of Maps on Page 39, Marin County Records; thence leaving Mission Street and running Northerly parallel to the Westerly line of Union Street, a distance of 84.0 feet, more or less, to the Southwesterly line of the property described in Deed of Trust from Frank Healion and Catherine Healion, his wife, to Bank of San Rafael, a corporation, recorded December 9th, 1942 in Liber 440 of Official Records at Page 115; thence along said line and its continuation North $64^{\circ} 13'$ West 55 feet; thence Southwesterly in a direct line to a point in the Northerly line of Mission Street, distant thereon Westerly, 55 feet from the point of beginning; thence Easterly along said Northerly line of Mission Street, 55 feet to the point of beginning. BEING A PORTION of Block 25 of the abovementioned Subdivision.

APN: 014-054-31 and 014-054-32

SUMMARY OF ORDINANCE NO. 2023

AN ORDINANCE OF THE CITY OF SAN RAFAEL CITY COUNCIL APPROVING A PLANNED DEVELOPMENT REZONING FROM PLANNED DEVELOPMENT DISTRICT (PD 1775) TO PLANNED DEVELOPMENT DISTRICT (PD) AND DEVELOPMENT PLAN INCLUDING 14 NET NEW INDEPENDENT LIVING UNITS FOR THE 2.9-ACRE SENIOR RETIREMENT COMMUNITY SITE LOCATED AT 308 AND 326 MISSION AVENUE

This Summary concerns a proposed ordinance of the City Council of the City of San Rafael, designated as Ordinance No. 2023, which will amend the Zoning Ordinance, Title 14 of the San Rafael Municipal Code, as detailed in the complete text of Ordinance No. 2023.

Ordinance No. 2023 is scheduled for adoption by the San Rafael City Council at its regular meeting of December 19, 2022. The City Clerk has been directed to publish this Summary pursuant to City Charter and California Government Code section 36933(c)(1).

SUMMARY OF AMENDMENT TO MUNICIPAL CODE

This Ordinance amends the Zoning Map of the City of San Rafael to reclassify certain real property located at 308 and 327 Mission Avenue (APNS: 014-054-31 and 014-054-32) in the City of San Rafael, Marin County, California, from Planned Development 1775 (PD-1775) District to Planned Development 2023 (PD-2023) District. PD-2023 establishes revised development standards and land use regulations that would allow for the phased development of new buildings and other improvements, and demolition of existing buildings on the Aldersly Retirement Community property, that will result in the net addition of 14 new independent living units.

Copies of the Ordinance are also available for public review by contacting the City Clerk's office by email to city.clerk@cityofsanrafael.org. You may also contact Leslie Mendez, Planning Manager, at 415-485-3095 or leslie.mendez@cityofsanrafael.org for information.

/s/ Lindsay Lara
LINDSAY LARA
San Rafael City Clerk
Dated: 12/9/2022




Agenda Item No: 4.d
Meeting Date: December 19, 2022

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

**Prepared by: Bernadette Sullivan,
Sr. Management Analyst**

City Manager Approval: _____ 

TOPIC: LEGISLATIVE ADVOCACY SERVICES AGREEMENT RENEWAL

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO-YEAR AGREEMENT WITH EMANUELS JONES & ASSOCIATES FOR LEGISLATIVE ADVOCACY SERVICES IN AN AMOUNT NOT TO EXCEED \$91,186.00.

RECOMMENDATION:
Resolution Authorizing the City Manager to enter into a contract with Emanuels Jones & Associates.

BACKGROUND:
Since 1998, the eleven Cities and Towns in Marin have contracted for legislative advocacy services with Emanuels Jones through the auspices of the Marin County Council of Mayors and Councilmembers ("MCCMC").

ANALYSIS:
Emanuels Jones reviews all legislative bills for their impact on Marin and takes action on specific proposals when directed by MCCMC.

FISCAL IMPACT:
The cost of the contract is split amongst the jurisdictions based on a formula that equally weighs population and assessed valuation. San Rafael has been and will continue to be the fiscal agent for this contract. The cost to San Rafael will not exceed \$25,383.70 over two years.

_____ **FOR CITY CLERK ONLY** _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

MCCMC Lobbyist
2023-24 Apportionment of Costs

Agency	2022 Population*		Prorata Share	Prorata Share 50%	2023 Assessed Valuation**		Prorata Share	Prorata Share 50%	Totals
Belvedere	2,080	0.01	\$ 997.47	\$ 498.73	2,896,258,000.00	0.04	\$ 3,809.25	\$ 1,904.62	\$ 2,403.36
Corte Madera	10,028	0.05	\$ 4,808.96	\$ 2,404.48	4,285,317,000.00	0.06	\$ 5,636.45	\$ 2,818.22	\$ 3,222.70
Fairfax	7,418	0.04	\$ 3,537.32	\$ 1,778.66	1,870,824,000.00	0.03	\$ 2,460.37	\$ 1,230.28	\$ 3,008.94
Larkspur	12,797	0.07	\$ 6,136.84	\$ 3,068.42	5,008,981,000.00	0.07	\$ 6,387.97	\$ 3,293.98	\$ 6,362.40
Mill Valley	13,830	0.07	\$ 6,641.81	\$ 3,320.90	7,276,004,000.00	0.10	\$ 9,569.63	\$ 4,784.81	\$ 8,105.72
Novato	52,441	0.28	\$ 25,148.23	\$ 12,574.11	13,436,371,000.00	0.19	\$ 17,672.20	\$ 8,836.10	\$ 21,410.21
Ross	2,301	0.01	\$ 1,103.45	\$ 551.73	2,565,004,000.00	0.04	\$ 3,373.37	\$ 1,686.79	\$ 2,238.51
San Anselmo	12,643	0.07	\$ 6,063.94	\$ 3,031.97	4,197,979,000.00	0.06	\$ 5,521.31	\$ 2,760.66	\$ 5,792.63
San Rafael	60,560	0.32	\$ 29,041.72	\$ 14,520.86	16,518,321,000.00	0.24	\$ 21,723.68	\$ 10,862.84	\$ 23,383.70
Sausalito	7,072	0.04	\$ 3,391.40	\$ 1,695.70	4,545,157,000.00	0.07	\$ 5,977.93	\$ 2,988.97	\$ 4,684.67
Tiburon	8,956	0.05	\$ 4,294.87	\$ 2,147.44	6,729,948,000.00	0.10	\$ 8,851.44	\$ 4,425.72	\$ 6,573.16
TOTALS	190,148	1	91,186	45,593	69,330,764,000	1	91,186	45,593	91,186

* Per State Dept. of Finance (source: <http://www.doj.ca.gov/Forecasting/Demographics/Estimates/E-1/>)

** Per BOE, Assessed Property Values (source: <https://www.boe.ca.gov/dataportal/dataset.htm?uri=PropTaxAssessedValueStateCountyIncorp>)

OPTIONS:

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

1. Staff’s recommended action approving the contract with Emanuels Jones as presented
2. Alter the terms of the contract
3. Direct staff to return with more information
4. Refuse to adopt the Resolution

RECOMMENDED ACTION:

Staff recommends the Council adopt the Resolution and authorize the City Manager to enter into the contract in a form approved by the City Attorney.

ATTACHMENTS:

1. Resolution
2. Draft contract

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO-YEAR AGREEMENT
WITH EMANUELS JONES & ASSOCIATES FOR LEGISLATIVE ADVOCACY
SERVICES IN AN AMOUNT NOT TO EXCEED \$91,186**

WHEREAS, the City of San Rafael (is a member of MCCMC and has acted as the fiscal agent for the Emanuels Jones contract since 1988; and

WHEREAS, the City of San Rafael desires to continue to act as fiscal agent for the Emanuels Jones contract in 2023 and 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and authorizes the City Manager to execute an agreement with Emanuels Jones, in a form to be approved by the City Attorney, for calendar years 2023 and 2024, in an amount not to exceed \$91,186.00.

BE IT FURTHER RESOLVED that the City Council authorizes City staff to bill MCCMC members for their share of the contract.

I, LINDSAY LARA, CLERK of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of San Rafael, Marin County, California, at a regular meeting, held on the 19th day of December 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
DAVID JONES, D.B.A EMANUELS JONES & ASSOCIATES
FOR LEGISLATIVE ADVOCACY SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "CITY"), and DAVID JONES, D.B.A EMANUELS JONES & ASSOCIATES (hereinafter "CONSULTANT"). CITY and CONSULTANT may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. CITY desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and

B. CONSULTANT represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of CITY; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by CITY at its sole risk and expense. Services to be provided to CITY are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.”

2. **COMPENSATION.**

For the full performance of the services described herein by CONSULTANT, CITY shall pay CONSULTANT as follows:

A. For the 2023 calendar year, beginning on January 1, 2023 and ending December 31, 2023, CITY shall pay CONSULTANT a flat fee in the amount of \$3,708.00 per month, billed monthly in advance, for CONSULTANT' s performance of this Agreement.

B. For the 2024 calendar year, beginning on January 1, 2024 and ending December 31, 2024, **CITY** shall pay **CONSULTANT** a flat fee in the amount of \$3,820.00 per month, billed monthly in advance, for **CONSULTANT**' s performance of this Agreement.

C. **CITY** shall reimburse **CONSULTANT**' s direct costs for travel and FPPC filing fees in an amount not to exceed \$850.00

The total not-to-exceed amount of this Agreement is \$91,186.00.

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

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 1, 2023 and terminate on December 31, 2024.

4. PROJECT COORDINATION.

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

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

5. TERMINATION.

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

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

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

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

6. OWNERSHIP OF DOCUMENTS.

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

7. INSPECTION AND AUDIT.

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

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 REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active

negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT**'S performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY**'S option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

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

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

11. NONDISCRIMINATION.

CONSULTANT 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.

CONSULTANT 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. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** 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**'s Project Manager:

Jim Schutz
City Manager
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Mr. David Jones
dba Emanuels Jones & Associates
1400 K Street, Suite 306
Sacramento, CA 95814

15. INDEPENDENT CONTRACTOR.

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

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 **CONSULTANT** 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 **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the

terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

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

18. 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.

19. COSTS AND ATTORNEY'S FEES.

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

20. CITY BUSINESS LICENSE / OTHER TAXES.

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

21. SURVIVAL OF TERMS.

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

22. APPLICABLE LAW.

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

23. 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.

[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

JIM SCHUTZ, City Manager

By: _____

APPROVED AS TO FORM:
Office of the City Attorney

Name: _____

Title: _____

By: GENEVIEVE COYLE,
Assistant City Attorney

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

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

**EXHIBIT A
SCOPE OF SERVICES**

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

DRAFT

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

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

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

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

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

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' 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. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

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

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

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

ISO form CG20 01 04 13.

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

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

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

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

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

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

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

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

Exhibit A

DUTIES OF CONTRACTOR.

CONTRACTOR shall perform the duties and/ or provide services as follows:

- A. Provide consulting services as a lobbyist on pertinent municipal matters on behalf of the Cities and Towns of Marin County, through the Legislative Committee of the Marin County Council of Mayors and Councilmembers ("MCCMC").
- B. Report CONTRACTOR' s lobbying activities as required by the California Fair Political Practices Act and Commission (" FPPC"), including preparation of Form 635 and other required forms.
- C. Certify that employees and/ or entities are properly registered, licensed, or certified pursuant to law to perform the tasks described herein.



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.e

Meeting Date: December 19, 2022

**SAN RAFAEL CITY COUNCIL AGENDA
REPORT**

Department: City Manager, Sustainability Division

**Prepared by: Kate Hagemann
Climate Adaptation and Resilience
Planner**

City Manager Approval: _____

TOPIC: CANAL COMMUNITY RESILIENCE PLANNING PROJECT (PROJECT #31100)

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH MULTICULTURAL CENTER OF MARIN AND CANAL ALLIANCE FOR THE CANAL COMMUNITY RESILIENCE PLANNING PROJECT, IN THE AMOUNT NOT TO EXCEED \$162,000 AND \$120,000, RESPECTIVELY

RECOMMENDATION: Adopt the resolution.

BACKGROUND:

On September 22, 2022, the State Coastal Conservancy adopted a resolution authorizing a grant of up to \$700,000 to the City of San Rafael (“grantee”) for the Canal Community Resilience Planning Project (“the project”). The resolution was adopted by the Conservancy after being favorably recommended by staff in the recommendation report attached to this item. Additionally, the Marin Community Foundation awarded this project \$62,000 to bolster the community engagement and training aspects.

On November 21, 2022, the City Council voted to accept the award of grant funding from the Conservancy and Marin Community Foundation for the project and authorized the City Manager or their designee to negotiate and execute on behalf of the City all agreements and instruments necessary to complete the project and to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement. The grant agreement with the State Coastal Conservancy was signed by the City Manager on November 29, 2022.

The grant application was developed collaboratively earlier this year by staff from the Sustainability Program, County staff with expertise in sea level rise, and community partners the Multicultural Center of Marin and the Canal Alliance. The purpose of the grant is to conduct a community-informed technical study of sea level rise adaptation options along the shoreline of San Rafael. It will include robust engagement in priority equity community census tracts to ensure that underrepresented community members have a voice in an inclusive decision-making process. The City of San Rafael will work with the County of Marin and community-based organization project partners Canal Alliance and Multicultural Center of Marin (“Project Team”) to build capacity of the two organizations by hiring staff to help lead the project and develop culturally relevant community engagement methods for these areas, which have been identified as most

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

vulnerable by the Bay Conservation and Development Commission's 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

Geographically, the Project Study Area is the entire shoreline area within the boundaries of the City of San Rafael. The study's focal community Engagement Area is the Canal Neighborhood, census tracts 1122.03 and 1122.04. A particular focus will be on creative ways to engage people in multifamily housing since most of the residents in this area are tenants and many are subletters. The community-engagement aspects of this project as well as the prioritization of underserved communities were key components of the grant proposals' success.

In order to successfully execute the grant agreements with the two project funders and complete the Canal Community Resilience Planning Project, the City needs to procure services to be performed by the two community-based organizations. This will enable the Multicultural Center of Marin and the Canal Alliance to complete the grant tasks contemplated for the grant and required under the grant agreement and develop culturally appropriate outreach materials. The attached professional services agreements would establish a formal working partnership between the City and these two community-based organizations.

ANALYSIS:

The draft professional services agreements have been reviewed by the City Attorney for legal sufficiency and align with the City's grant agreements with the Conservancy and the Marin Community Foundation. Executing these agreements is necessary so that work can begin on the grants and the project can be successfully completed within the grant timeline.

The two community-based organizations will be reimbursed for their work on a percent complete basis. This project and reimbursement for their services would ultimately be paid for using grant funds referenced above. The funds from the Marin Community Foundation (\$62,000) have already been transferred to the City. The funding from the Coastal Conservancy will be paid to the City following successful submission of progress reports and invoices. Given the frequent nature of the reimbursements schedule (every one to three months), it is not expected that there will be any cashflow challenges posed by the reimbursement of the Conservancy grant.

This grant does not require a direct match from the City; however, staff time and community facilities such as the Albert Boro Community Center will be provided as in-kind match to facilitate the successful completion of this project over the next three years.

It is worth noting that without action, sea level rise is expected to have significant negative impacts to communities, housing, businesses, and major infrastructure in the coming decades. Without action, the long-term implications to the City's tax base could be substantial. Successfully completing this project is expected to help the City avert these negative consequences by proactively identifying adaptation measures that will help protect the community in the coming years.

FISCAL IMPACT:

There is no direct fiscal impact to the City as grant funds have been appropriated in Project #31100 in the amount of \$700,000 from the Coastal Conservancy and \$62,000 from the Marin Community Foundation for a total appropriated amount of \$762,000. The funds from the Marin Community Foundation have already been transferred to the City, and Coastal Conservancy funds will be disbursed to the City and subcontractors on a reimbursement basis. The professional services agreement with Canal Alliance would be for an amount not to exceed \$120,000. The professional services agreement with Multicultural Center of Marin would be for an amount not to exceed \$162,000.

OPTIONS:

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

1. Adopt the resolutions as presented.
2. Adopt the resolutions as amended.
3. Direct staff to return with additional information.

RECOMMENDED ACTION:

Adopt the resolution approving the professional services agreements.

ATTACHMENTS:

1. Resolution
2. Draft professional services agreement with Canal Alliance.
3. Draft professional services agreement with Multicultural Center of Marin.

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH MULTICULTURAL CENTER OF MARIN AND CANAL ALLIANCE FOR THE CANAL COMMUNITY RESILIENCE PLANNING PROJECT, IN THE AMOUNT NOT TO EXCEED \$162,000 AND \$120,000, RESPECTIVELY

WHEREAS, the Legislature of the State of California has established the State Coastal Conservancy (“Conservancy”) under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21.

WHEREAS, at its September 22, 2022 meeting, the Conservancy adopted a resolution authorizing a grant of up to \$700,000 to the City of San Rafael (“grantee”) for the Canal Community Resilience Planning Project (“the project”). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy September 22, 2022 staff recommendation, a copy of which is on file with the grantee and with the Conservancy.

WHEREAS, the Marin Community Foundation has awarded an additional \$62,000 to support this same project.

WHEREAS, at the November 21, 2022 meeting, the City Council of the City of San Rafael voted to accept the award of grant funding from the Conservancy and Marin Community Foundation for the project and authorized the City Manager or their designee to negotiate and execute on behalf of the City all agreements and instruments necessary to complete the project and to comply with the Conservancy’s grant requirements, including, without limitation, the grant agreement.

WHEREAS, the funding awarded for the Canal Community Resilience Planning Project is focused on conducting a community-informed feasibility study of sea level rise adaptation options along the greater Canal District shoreline of San Rafael.

WHEREAS, a primary goal of the grant-funded project is to conduct robust engagement in priority equity community census tracts to ensure that underrepresented community members have a voice and that inclusive decision-making guides the process.

WHEREAS, the award of grant funds was premised on the fact that the City would work with project partners including the County of Marin and community-based organization Canal Alliance and Multicultural Center of Marin (“Project Team”) to build capacity of the two community-based organizations by hiring staff to help lead the project and develop culturally relevant community engagement methods for these areas, which have been identified as most vulnerable by the Bay Conservation and Development Commission’s 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

WHEREAS, the community-based organization project partners Canal Alliance and Multicultural Center of Marin (“Project Team”) will be responsible for implementing multiple key grant deliverables including designing and conducting trainings, focus groups, facilitating a steering committee, leading public outreach and community events, and other elements which are detailed in the attached agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby:

1. Approves and authorizes the City Manager to execute an agreement with Canal Alliance, in a form to be approved by the City Attorney, in the amount not to exceed \$120,000.

2. Approves and authorizes the City Manager to execute an agreement with Multicultural Center of Marin, in a form to be approved by the City Attorney, in the amount not to exceed \$162,000.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on the 19th day of December 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

LINDSAY LARA, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
CANAL ALLIANCE
FOR EDUCATION AND COMMUNITY ENGAGEMENT SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and CANAL ALLIANCE, a California nonprofit public benefit corporation (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. **CITY** is in receipt of a grants from the State Coastal Conservancy for \$700,000 and the Marin Community Foundation for \$62,000 to complete a sea level rise feasibility study.
- B. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES” to help successfully implement a project supported by grant funds from the state Coastal Conservancy and the County of Marin; and
- C. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.”

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit

rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$120,000.

CONSULTANT will bill City on a monthly or quarterly basis for Services provided by **CONSULTANT** during the preceding month or quarter, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. **TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on **the Effective Date of this Agreement** and terminate on April 30, 2025.

4. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The City's Climate Adaptation and Resilience Planner is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

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

5. **TERMINATION.**

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

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

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

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

6. OWNERSHIP OF DOCUMENTS.

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

7. INSPECTION AND AUDIT.

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

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 REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

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

CONSULTANT shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

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

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

11. **NONDISCRIMINATION.**

CONSULTANT 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.**

CONSULTANT 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. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** 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**'s Project Manager:

Katherine Hagemann,
Climate Adaptation and Resilience Planner
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Aaron Burnett,
Director of Policy and Civic Engagement
91 Larkspur St
San Rafael, CA 94901

15. INDEPENDENT CONTRACTOR.

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

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 **CONSULTANT** 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 **CONSULTANT** and the **CITY**.

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

17. SET-OFF AGAINST DEBTS.

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

18. 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.

19. COSTS AND ATTORNEY'S FEES.

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

20. CITY BUSINESS LICENSE / OTHER TAXES.

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

21. SURVIVAL OF TERMS.

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

22. APPLICABLE LAW.

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

23. 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.


[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

JIM SCHUTZ, City Manager

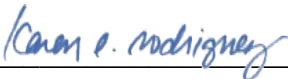


Aaron Burnett
Director of Policy and Civic Engagement

APPROVED AS TO FORM:
Office of the City Attorney

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

By: GENEVIEVE COYLE,
Assistant City Attorney



Karen Rodriguez
CFO

ATTEST:
City Clerk

LINDSAY LARA, City Clerk

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT**'s proposal, which is attached to this Exhibit A.

I. PROJECT DESCRIPTION

The purpose of this Project is to conduct a community-informed technical feasibility study of sea level rise adaptation options along the greater Canal District shoreline of San Rafael ("Project Study Area"). It will include robust engagement in our priority equity community census tracts ("Primary Engagement Area") to ensure that underrepresented community members have a voice and that inclusive decision-making guides the process. The City of San Rafael will work with the County of Marin and community-based organization (CBO) project partners Canal Alliance and Multicultural Center of Marin ("Project Team") to build capacity of the two community-based organizations by hiring one staff person per organization to help lead the project and develop culturally relevant community engagement methods for these census tracts, which have been identified as most vulnerable by the Bay Conservation and Development Commission's 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

Geographically, the Project Study Area is the entire shoreline area within the boundaries of City of San Rafael and can be loosely framed by downtown on the west, the Richmond-San Rafael Bridge to the east, and McNears Beach to the north. The Project Study Area includes both sides of the San Rafael Canal.

The Project Team will conduct a technical feasibility study that considers nature-based, hybrid, and hard infrastructure sea level rise adaptation measures within the Project Study Area. These will include but not be limited to consideration of the full range of nature-based solutions such as ecotone levees and subtidal habitat restoration, green-grey riprap, and traditional engineered solutions such as sea walls and a tide gate at the mouth of the Canal. Through the technical feasibility study and collaborative community planning process, a minimum of at least one project will be identified for further development and implementation.

Additionally, the Project Team will produce community-developed policy language for the City's multi-hazard climate adaptation plan (currently in development, anticipated completion in spring 2025), and potentially other plans and guiding documents such as a proposed neighborhood specific plan, housing plan or strategy, and other General Plan-related documents.

The Project will prototype and model a collaborative planning process that elevates the community's role in decision-making to be used in future resilience and adaptation planning work and other critical local policy decisions. Providing funding for staff at two community-based organizations will build capacity at each to engage fully in the project and advocate on behalf of their constituents. An effectiveness evaluation will summarize the process and guide future engagement efforts for the City and County.

II. CANAL ALLIANCE’S TASKS, DELIVERABLES, AND TIMELINES

SCOPE OF WORK

Task 1 Project Management

Consultant will coordinate with the City to keep them informed about the status of project deliverables. The Consultant will track their budget and schedule, submitting requests for disbursement, and other project management activities. In the progress reports, the Consultant shall document all activities, deliverables completed, progress, issues, and proposed resolutions.

Subtask 1.2 Project Team Management

The City is part of a collaborative Project Team that includes two CBOs– Canal Alliance and Multicultural Center of Marin (MCM) – and the County of Marin. While all team members have long supported work in the community, working together on this effort will require coordination as we establish stronger networks and trust with each other and the community. The Project Team will meet regularly to coordinate on the project strategy, review documents, prepare for meetings, and initiate and respond to communications with the public and other partners.

Task 1 Deliverables: progress reports, invoices, and documentation

Task 2 Community-Informed Technical Feasibility Study

The Consultant will support the project team with the technical feasibility study, providing feedback and analysis throughout the iterative study and design process.

Task 3 Staff and Partner Training

Consultant will assist in organizing and leading of trainings to promote competencies in the foundational areas of this project: sea level rise (including causes and impacts, Adaptation Pathways, and nature-based solutions), equitable community engagement, and cultural competency.

Subtask 3.1 Sea Level Rise Training

Consultant will work with the project team to develop and attend a series of (6) trainings on the causes and implications of sea level rise, flooding, time scales, compounding effects, and the Adaptation Pathways approach to planning for sea level rise impacts.

Subtask 3.2 Equitable Community Engagement Training

Consultant will assist in planning and attend a minimum of (3) trainings specific to inclusive and equitable community engagement will be organized and conducted in partnership with MCM.

Subtask 3.3 Cultural Competency Training

Consultant will assist the program team in the planning, design and facilitation of a minimum of (3) Cultural Competency Trainings specific to the residents of the Canal. Language, culture, norms, perceptions, and empathy training will be included, with a focus on the immigrant experience of people from Latin America, Vietnam, and other countries living in San Rafael. These will include information on the variety of affinity groups, resources, programs, and service providers currently engaged with residents.

Task 4 Community Engagement

Consultant will support the Project Team to develop an engagement strategy and refine the timeline and schedule, conduct stakeholder mapping, identify key community partners, identify community resources for meeting facilitation and support, design materials, develop creative means of communication and documentation of the project, conduct workshops and trainings, develop a community Steering Committee, and develop questions and content for focus groups, surveys, and other community events and groups. The Consultant will work closely with the Project Team to develop culturally appropriate and understandable materials for ongoing feedback and input into the study.

Subtask 4.1 Community Development

The Consultant will hire one new part-time staff to build subject-matter expertise on sea level rise and engage with the community. The new staff member will work collaboratively with the Project Team to assist in the creation of a feasibility study, and assist the Project Team in conducting robust community engagement for the project.

The Consultant will work with the Project Team to conduct stakeholder mapping to identify community champions, influencers, resources, affinity groups, and others that should be engaged at different levels throughout the Project. This will include the wide range of demographics represented in the area with a specific focus on the two primary equity census tracts conducted in three languages. It will include representation from the broader study area, as well as other relevant agencies and stakeholders, such as utilities and state and federal agencies.

The Consultant, in its work with the Project Team, will refer to the stakeholder mapping and schedule interviews with key stakeholders to refine outreach strategies for the Project. Outreach strategies may include printed visuals (flyers, maps, etc.), electronic media, video content, block parties, volunteer ambassadors, school programming and classroom materials, and participation in existing community events. A particular focus will be on creative ways to engage people in multifamily housing since most of the residents in the Engagement Area are tenants and many are subletters.

Presentations, participation at existing community events, and community block parties will be conducted to get input on the project at different stages and to identify the best methods of engagement as the project unfolds. Community outreach will be carried out collaboratively between the Consultant and Multicultural Center of Marin (MCM) CBOs and by other members of the Project Team while in others there will be a clear delineation based on constituencies and core competencies. For example, Consultant might lead engagement in multifamily housing and schools, while MCM will lead the video, radio, and other digital media development.

4.1 Deliverables: stakeholder mapping; copies of outreach materials from community events (minimum 4) and large-scale engagements like block parties (minimum 2), including translated materials; documentation of creative communications (such as links to social media account postings, photos and video recordings, project website link, list of trained volunteers, or other engagement products)

Subtask 4.2 Focus Groups

Consultant will support or lead minimum of 6 focus groups consisting of stakeholders from the underrepresented census tracts in the Engagement Area will be conducted throughout the Project. Focus Groups will elevate people's concerns and thoughts regarding community resilience and methods of engagement to help guide the sea level rise planning process. Initial focus groups identifying community values, inclinations, and educational needs on key project topics will be led by MCM and supported by Consultant. Later focus groups on the draft feasibility study and housing security in relationship with climate adaptation will be led by Consultant and supported by MCM. Focus group participants will be carefully chosen to ensure representation from residents that might not otherwise be easily engaged as identified through the stakeholder mapping process.

4.2 Deliverables: focus group attendance rosters; report on findings covering a minimum of (6) Focus Group sessions.

Subtask 4.3 Steering Committee

Consultant will support MCM and other Project Team partners to organize and coordinate a community Steering Committee for the Project that includes representation from the greater Project Study Area. The Steering Committee will provide ongoing oversight for the Project. They will learn about sea level rise and flood impacts and solutions, guide the project, and guide the inclusion of community feedback into the feasibility study. They will receive reports and presentations from the feasibility consultant and provide input.

4.3 Deliverables: Consultant's attendance logs, and meeting notes.

Subtask 4.4 Community Workshops

Throughout the process Consultant will assist the Project Team to collectively conduct at least 8 larger community workshops in multiple languages to engage the community in the process of the feasibility study. The Consultant will work closely with the Project Team to decide on and design content to provide participants with meaningful opportunities to contribute and provide feedback. Earlier workshops will be used to help refine the focus of the project, while later workshops will be geared toward identifying recommendations and priorities for future implementation. These workshops will be done collaboratively by the full Project Team.

4.4 Deliverables: draft and final copies of workshop presentation materials

Subtask 4.5 Technical Advisory Committee

The Consultant will sit on the Technical Advisory Committee (TAC) meetings and provide support and feedback as necessary for the Project. The TAC will include experts in topics such as sea level rise adaptation planning, nature-based shoreline project implementation, and estuarine ecology. The TAC will inform the scope of work for the feasibility study, be engaged in the selection of the technical consultant team and provide review and feedback on technical analyses and interim technical deliverables at key junctures throughout the Feasibility Study process.

4.5 Deliverables: The Consultant's attendance logs and meeting notes

Task 5 Local Plan Integration

The Consultant will work with City and County planning partners to develop and codify relevant outcomes and policy language to be included in the City's climate adaptation plan (being developed concurrently by the City of San Rafael), including but not limited to selected sea level rise scenarios and project or projects identified for further development. In addition, recommendations, priorities, and other outcomes will be assessed to identify inclusion in other City plans, strategies, and programs such as the Local Hazard Mitigation Plan (LHMP), Housing Element, or Safety Element of the City's General Plan.

Subtask 5.1 Present to City and County Leadership

The Consultant will work with the Project Team to prepare and conduct presentations to the San Rafael City Council, Planning Commission, and other relevant bodies. This will include working with the Project Team to prepare the Steering Committee and working with the feasibility study consultant to prepare materials, catalogue feedback and integrate comments.

Subtask 5.2 Develop Policy Recommendations

The Consultant will work with the Steering Committee and the Project Team to develop final policy recommendations and integrate them into City policies, programs, plans, and implementation activities. Potential documentation may include the Citywide climate adaptation plan, General Plan, Local Hazard Mitigation Plan, Capital Improvement Program, or a neighborhood plan, among others.

Task 5 Deliverables: Consultant to draft policy recommendations and work with Project team to draft/ adopt policy language and documents.

Task 6 Effectiveness Evaluation

Consultant will catalogue the project's engagement activities, delivery of technical information to stakeholders, and project outcomes to conduct an evaluation that can inform the City and County for ongoing community-driven planning. The evaluation will be a continuous part of the process to improve and inform engagement strategies as the Project unfolds. It will also be summarized at the end of the Project in the form of a report to inform further planning and implementation efforts and will document the most and least effective techniques, trainings, and engagements, changes in the strategy based on learnings, and recommendations for improvement. Qualitative and quantitative evaluations will occur to determine which engagements provided the most feedback as well as where and when feedback carried forward into meaningful adjustments to the feasibility study and outcomes. The evaluation will include internal as well as external feedback through interviews with key stakeholders. It will also provide an analysis of the capacity building function of the Project and lessons learned for ongoing capacity building in the community and with the Consultant.

Task 6 Deliverable: Effectiveness evaluation report

Part B:

Canal Alliance Project Budget for the City of San Rafael
Community Engagement; Contract Period December 2022 - March 2025

Staff time [1]	
Task 1: Project Management	\$34,270
Task 2: Technical Feasibility Study	\$10,200
Task 3. Staff and Partner Trainings	\$0 [3]
Task 4. Community Engagement	\$44,250
Task 5. Reporting and Local and Regional Plan Integration	\$17,800
Task 6. Effectiveness Evaluation and Analysis	\$5,880
<i>Staff Total</i>	<i>\$112,360</i>
Direct Costs [2]	\$7,600
<i>Project Total</i>	<i>\$ 120,000</i>

[1] Staff costs billed at a rate per hour of \$70 for the Director of Advocacy and Policy and at a rate of \$52 for the Policy Analyst. These staff costs can be adjusted to reflect an annual cost of living adjustment not to exceed the consumer price index. The CPI increase would be calculated using the Bureau of Labor Statistics’ annual CPI estimates for the Bay Area.

[2] Direct costs: For expenses related to focus groups and community engagement.

[3] Funding for Task 3 is being provided by another source and is not being provided by these grant funds.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

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

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

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

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

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' 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. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

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

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

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

ISO form CG20 01 04 13.

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

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

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

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

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

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

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

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

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
THE MULTICULTURAL CENTER OF MARIN, INC.
FOR EDUCATION AND COMMUNITY ENGAGEMENT SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and THE MULTICULTURAL CENTER OF MARIN, INC. a California nonprofit public benefit corporation (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. **CITY** is in receipt of a grants from the State Coastal Conservancy for \$700,000 and the Marin Community Foundation for \$62,000 to complete a sea level rise feasibility study.

B. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES” to help successfully implement a project supported by grant funds from the state Coastal Conservancy and the Marin Community Foundation; and

C. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.”

2. COMPENSATION.

In consideration for **CONSULTANT**'s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit rates and rates per hour for labor, as set forth in Exhibit A, for a total amount not to exceed \$162,000.

CONSULTANT will bill City on a monthly or quarterly basis for Services provided by **CONSULTANT** during the preceding month or quarter, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on April 30, 2025.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** The City's Climate Adaptation and Resilience Planner is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

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

5. TERMINATION.

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

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

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

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials

prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

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

7. INSPECTION AND AUDIT.

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

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 REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

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

employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

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

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

11. NONDISCRIMINATION.

CONSULTANT 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.

CONSULTANT 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. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** 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**'s Project Manager:

Katherine Hagemann, Climate Adaptation and Resilience Planner
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Douglas Mundo, Executive Director
709 Fifth Avenue
San Rafael, CA 94901

15. INDEPENDENT CONTRACTOR.

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

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 **CONSULTANT** 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 **CONSULTANT** and the **CITY**.

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

17. SET-OFF AGAINST DEBTS.

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

18. 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.

19. COSTS AND ATTORNEY'S FEES.

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

20. CITY BUSINESS LICENSE / OTHER TAXES.

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

21. SURVIVAL OF TERMS.

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

22. APPLICABLE LAW.

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

23. 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.

[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

JIM SCHUTZ, City Manager

By: _____

Name: Douglas Mundo

APPROVED AS TO FORM:
Office of the City Attorney

Title: Executive Director

By: GENEVIEVE COYLE,
Assistant City Attorney

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

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT**'s proposal, which is attached to this Exhibit A.

I. PROJECT DESCRIPTION

The purpose of this Project is to conduct a community-informed technical feasibility study of sea level rise adaptation options along the greater Canal District shoreline of San Rafael ("Project Study Area"). It will include robust engagement in our priority equity community census tracts ("Primary Engagement Area") to ensure that underrepresented community members have a voice and that inclusive decision-making guides the process. The City of San Rafael will work with the County of Marin and community-based organization (CBO) project partners Canal Alliance and Multicultural Center of Marin ("Project Team") to build capacity of the two community-based organizations by hiring one staff person per organization to help lead the project and develop culturally relevant community engagement methods for these census tracts, which have been identified as most vulnerable by the Bay Conservation and Development Commission's 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

Geographically, the Project Study Area is the entire shoreline area within the boundaries of City of San Rafael and can be loosely framed by downtown on the west, the Richmond-San Rafael Bridge to the east, and McNears Beach to the north. The Project Study Area includes both sides of the San Rafael Canal.

The Project Team will conduct a technical feasibility study that considers nature-based, hybrid, and hard infrastructure sea level rise adaptation measures within the Project Study Area. These will include but not be limited to consideration of the full range of nature-based solutions such as ecotone levees and subtidal habitat restoration, green-grey riprap, and traditional engineered solutions such as sea walls and a tide gate at the mouth of the Canal. Through the technical feasibility study and collaborative community planning process, a minimum of at least one project will be identified for further development and implementation.

Additionally, the Project Team will produce community-developed policy language for the City's multi-hazard climate adaptation plan (currently in development, anticipated completion in spring 2025), and potentially other plans and guiding documents such as a proposed neighborhood specific plan, housing plan or strategy, and other General Plan-related documents.

The Project will prototype and model a collaborative planning process that elevates the community's role in decision-making to be used in future resilience and adaptation planning work and other critical local policy decisions. Providing funding for staff at two community-based organizations will build capacity at each to engage fully in the project and advocate on behalf of their constituents. An effectiveness evaluation will summarize the process and guide future engagement efforts for the City and County.

II. MCM'S TASKS, DELIVERABLES, and TIMELINES

SCOPE OF WORK

Task 1 Project Management

The Consultant will coordinate with the City to keep them informed about the status of the Project. The Consultant will manage their budget and schedule, submitting requests for reimbursement, and other project management activities. In the progress reports, the Consultant shall document all activities, deliverables completed, progress, issues, and proposed resolutions.

Subtask 1.2 Project Team Management

The Consultant is part of a collaborative Project Team that includes the City, Canal Alliance, and the County of Marin. While all team members have long supported work in the community, working together on this effort will require coordination as we establish stronger networks and trust with each other and the community. The Project Team will meet regularly to coordinate on the project strategy, review documents, prepare for meetings, and initiate and respond to communications with the public and other partners.

Task 1 Deliverables: progress reports, invoices, and documentation

Task 2 Community-Informed Technical Feasibility Study

The Consultant will support and advise the City on a community-informed technical feasibility study to evaluate nature-based, hybrid and hard infrastructure options that can increase community resilience to sea level rise and flooding in the Project Study Area. The options will reflect community priorities and technical feasibility, with at least one project option identified along with specific recommendations for further project development and implementation (i.e., considerations for landowner approval, project lead for CEQA and permitting, etc.).

Task 3 Staff and Partner Training

The Project Team will organize, attend, and lead trainings to promote competencies in the foundational areas of this project: sea level rise (including causes and impacts, Adaptation Pathways, and nature-based solutions), equitable community engagement, and cultural competency.

Subtask 3.1 Sea Level Rise Training

The Consultant will work with the Project Team to develop and attend a series of (6) trainings on the causes and implications of sea level rise, flooding, time scales, compounding effects, and the Adaptation Pathways approach to planning for sea level rise impacts.

Subtask 3.2 Equitable Community Engagement Training

A minimum of (3) trainings specific to inclusive and equitable community engagement will be organized and conducted by the Consultant. The Consultant has experience in this realm and will build upon their past efforts to formalize curriculum and training materials. Trainings will be attended by all staff on the Project Team as well as from other relevant stakeholders.

Subtask 3.3 Cultural Competency Training

A minimum of (3) Cultural Competency Trainings specific to the residents of the Canal will be organized and conducted by the Consultant. The Consultant has experience in this area and will build upon prior efforts with a particular focus on the Project. Language, culture, norms, perceptions, and empathy training will be included, with a focus on the immigrant experience of people from Latin America, Vietnam, and other countries living in San Rafael. These will include information on the variety of affinity groups, resources, programs, and service providers currently engaged with residents. Trainings will be primarily focused on City and County staff and open to other government agencies and stakeholders.

Task 3 Deliverables: copies of training materials; cultural competency protocols; list of staff and project partners trained

Task 4 Community Engagement

The Project Team will develop an engagement strategy and refine the timeline and schedule, conduct stakeholder mapping, identify key community partners, identify community resources for meeting facilitation and support, design materials, develop creative means of communication and documentation of the project, conduct workshops and trainings, develop a community Steering Committee, and develop questions and content for focus groups, surveys, and other community events and groups. This work will all be informed by the lessons from trainings in Tasks 3.1, 3.2 and 3.3. The Project Team will develop culturally appropriate and understandable materials for ongoing feedback and input into the study.

Subtask 4.1 Community Development

Canal Alliance and Multicultural Center of Marin serve the Canal community through a range of services and expertise. They are trusted organizations in the community and understand that sea level rise threats require engaged community decision-making. The experience during the pandemic continually demonstrated how much extra time and effort it took to get key messages into the community. No one outreach source is adequate. Residents come from many different backgrounds and cultures and speak several languages. Of critical importance to issues of land use and planning is the ability to have time, access, and knowledge of complex issues. It is essential for governments and CBOs to spend adequate time meeting people where they are, understanding the needs, values, and cultural milieu of the various subpopulations in a community, and creating materials and processes that work for them. The two CBO partners in this grant application are clear that although they serve this community directly, they do not represent the community per se and that something as significant as adaptation planning will require developing community ambassadors and a capacity within the community to be part of the decision-making.

To accommodate this critical need, the Consultant will hire one new part-time staff to build subject-matter expertise on sea level rise and engage with the community. The new staff members will work collaboratively with the Project Team for the feasibility study to conduct robust community engagement for the project.

The Consultant will work with the Project Team to conduct stakeholder mapping to identify

community champions, influencers, resources, affinity groups, and others that should be engaged at different levels throughout the Project. This will include the wide range of demographics represented in the area with a specific focus on the two primary equity census tracts conducted in three languages. It will include representation from the broader study area, as well as other relevant agencies and stakeholders, such as utilities and state and federal agencies.

The Consultant will work with the Project Team and will refer to the stakeholder mapping and schedule interviews with key stakeholders to refine outreach strategies for the Project. Outreach strategies may include printed visuals (flyers, maps, etc.), electronic media, video content, block parties, volunteer ambassadors, school programming and classroom materials, and participation in existing community events. A particular focus will be on creative ways to engage people in multifamily housing since most of the residents in the Engagement Area are tenants and many are subletters.

Presentations, participation at existing community events, and community block parties will be conducted to get input on the project at different stages and to identify the best methods of engagement as the project unfolds. Community outreach will be carried out collaboratively between the Consultant and Canal Alliance, with City and County support, while in others there will be a clear delineation based on constituencies and core competencies. For example, Canal Alliance will lead engagement in multifamily housing and schools, while the Consultant will lead the video, radio, and other digital media development.

4.1 Deliverables: stakeholder mapping; copies of outreach materials from community events (minimum 4) and large-scale engagements like block parties (minimum 2), including translated materials; documentation of creative communications (such as links to social media account postings, photos and video recordings, project website link, list of trained volunteers, or other engagement products)

Subtask 4.2 Focus Groups

The Consultant will conduct and support a minimum of (6) focus groups consisting of stakeholders from the underrepresented census tracts in the Engagement Area will be conducted throughout the Project. Focus Groups will elevate people's concerns and thoughts regarding community resilience and methods of engagement to help guide the sea level rise planning process. The Consultant will lead the initial three (3) focus groups identifying community values, inclinations, and educational needs on key project topics. Later focus groups on the draft feasibility study and housing security in relationship with climate adaptation will be led by Canal Alliance. Focus group participants will be carefully chosen to ensure representation from residents that might not otherwise be easily engaged as identified through the stakeholder mapping process.

4.2 Deliverables: focus group attendance rosters; report on findings covering a minimum of (6) Focus Group sessions.

Subtask 4.3 Steering Committee

The Consultant will take the lead and work with the other Project Team partners to organize and coordinate a community Steering Committee for the Project that includes representation from the greater Project Study Area. The Steering Committee will provide ongoing oversight for the Project.

They will learn about sea level rise and flood impacts and solutions, guide the project, and guide the inclusion of community feedback into the feasibility study. They will receive reports and presentations from the feasibility consultant and provide input. Training will be provided to Steering Committee members throughout the process. The Steering Committee will meet monthly during the early stages of the engagement to review consultant candidates and inform the scope of work for the feasibility study, then will meet every other month for the duration of the project. The Consultant will provide committee members stipends as needed to participate and will be expected to contribute 8-10 hours per month to the project including attending regular meetings and some community engagements as well as reviewing materials and providing comments. The funds for the stipends will be aligned with the Consultant's standard practices and these costs are included in this proposal.

4.3 Deliverables: Steering Committee membership roster; meeting agendas, attendance logs, and meeting notes.

Subtask 4.4 Community Workshops

Throughout the process the Consultant will work with the Project Team to conduct at least 8 larger community workshops in multiple languages to engage the community in the process of the feasibility study. The Project Team will decide on and design content to provide participants with meaningful opportunities to contribute and provide feedback. Earlier workshops will be used to help refine the focus of the project, while later workshops will be geared toward identifying recommendations and priorities for future implementation. These workshops will be done collaboratively by the full Project Team.

4.4 Deliverables: draft and final copies of workshop presentation materials

Subtask 4.5 Technical Advisory Committee

The Consultant will sit on the Technical Advisory Committee (TAC) meetings and provide support and feedback as necessary. The TAC will include experts in topics such as sea level rise adaptation planning, nature-based shoreline project implementation, and estuarine ecology. The TAC will inform the scope of work for the feasibility study, be engaged in the selection of the technical consultant team and provide review and feedback on technical analyses and interim technical deliverables at key junctures throughout the Feasibility Study process.

4.5 Deliverables: The consultant's attendance logs, and meeting notes

Task 5 Local Plan Integration

The Consultant will support the Project Team to develop and codify relevant outcomes and policy language to be included in the City's climate adaptation plan (being developed concurrently by the City of San Rafael), including but not limited to selected sea level rise scenarios and project or projects identified for further development. In addition, recommendations, priorities, and other outcomes will be assessed to identify inclusion in other City plans, strategies, and programs such as the Local Hazard Mitigation Plan (LHMP), Housing Element, or Safety Element of the City's General Plan.

Subtask 5.1 Present to City and County Leadership

Project Team will prepare and conduct presentations to the San Rafael City Council, Planning Commission, and other relevant bodies. This will include prepping the Steering Committee and working with the feasibility study consultant to prepare materials, catalogue feedback and integrate comments.

Subtask 5.2 Develop Policy Recommendations

The Project Team will work with the Steering Committee and consultant to develop final policy recommendations and integrate them into City policies, programs, plans, and implementation activities. Potential documentation may include the Citywide climate adaptation plan, General Plan, Local Hazard Mitigation Plan, Capital Improvement Program, or a neighborhood plan, among others.

Task 5 Deliverables: draft and/or adopted policy language and documents; links to presentation recordings

Task 6 Effectiveness Evaluation

The Consultant will catalogue the project's engagement activities, delivery of technical information to stakeholders, and project outcomes to conduct an evaluation that can inform the City and County for ongoing community-driven planning. The evaluation will be a continuous part of the process to improve and inform engagement strategies as the Project unfolds. It will also be summarized at the end of the Project in the form of a report to inform further planning and implementation efforts and will document the most and least effective techniques, trainings, and engagements, changes in the strategy based on learnings, and recommendations for improvement. Qualitative and quantitative evaluations will occur to determine which engagements provided the most feedback as well as where and when feedback carried forward into meaningful adjustments to the feasibility study and outcomes. The evaluation will include internal as well as external feedback through interviews with key stakeholders. It will also provide an analysis of the capacity building function of the Project and lessons learned for ongoing capacity building in the community and with the two CBOs.

Task 6 Deliverable: Effectiveness evaluation report

II. MCM’s BUDGET based on TASKS

Multicultural Center of Marin - Project Budget for the City of San Rafael
Community Engagement; Contract Period December 2022 - March 2025

Staff time [1]	
Task 1: Project Management	\$34,800
Task 2: Technical Feasibility Study	\$7,500
Task 3. Staff and Partner Trainings	\$18,700
Task 4. Community Engagement	\$58,900
Task 5. Reporting and Local and Regional Plan Integration	\$8,500
Task 6. Effectiveness Evaluation and Analysis	\$5,200
<i>Staff Total</i>	<i>\$133,600</i>
Direct Costs [2]	\$28,400
<i>Project Total</i>	<i>\$162,000</i>

[1] Staff costs billed at a rate per hour of \$80 for the Executive Director, \$80 for Director of Policy, \$80 for Director of Marketing, \$49 for the Community Resilience Manager, and \$51.75 for the Policy Analyst. These staff costs can be adjusted to reflect an annual cost of living adjustment not to exceed the consumer price index. The CPI increase would be calculated using the Bureau of Labor Statistics’ annual CPI estimates for the Bay Area.

[2] Direct costs: for expenses related to community workshops, steering committee meetings, focus groups, and large community events.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

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

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

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

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

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' 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. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

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

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

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

ISO form CG20 01 04 13.

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

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

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

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

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

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

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

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




Agenda Item No: 4.f
Meeting Date: December 19, 2022

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library & Recreation

Prepared by: Catherine Quffa,
Library & Recreation Director

City Manager Approval: _____ 

TOPIC: CALIFORNIA STATE LIBRARY GRANT FUNDING FOR IMPROVEMENTS TO THE DOWNTOWN AND PICKLEWEED LIBRARIES

SUBJECT: RESOLUTIONS AUTHORIZING GRANT ACCEPTANCE AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129) FOR DOWNTOWN CARNEGIE LIBRARY RENOVATION, EXPANSION AND ADA UPGRADES AND PICKLEWEED LIBRARY RENOVATION AND EXPANSION

RECOMMENDATION:

Adopt resolutions authorizing the grant acceptance and execution of the grant funds from the State of California Budget Act of 2021 (SB 129) for:

- i) Downtown Carnegie Library Renovation, Expansion and ADA Upgrades.
- ii) Pickleweed Library Renovation and Expansion.

BACKGROUND:

The Budget Act of 2021 (SB 129) allocated \$439 million in one-time funds to the California State Library to address life safety and critical maintenance needs of public library facilities throughout California. The Building Forward: Library Infrastructure Grant Program is a competitive grant program to allocate the SB 129 funds.

In the Spring of 2022, the State launched the first round of Building Forward grant funding. The program prioritized the following projects: 1) Projects addressing library facility life safety and other critical maintenance needs; and 2) Projects for library facilities serving high poverty areas of the state. Based on the local agency’s library operating income per capita level, most agencies, including San Rafael, are required to provide a dollar-for-dollar match to the grant funds. All Building Forward projects are required to be completed by March 30, 2026.

The City of San Rafael submitted two applications, one for life safety and infrastructure improvements at the Downtown Carnegie Library, and one to expand the programming and administrative space of the Pickleweed Library, within the current footprint of the building. Both applications were successful, and

_____ **FOR CITY CLERK ONLY**

File No.: _____

Council Meeting: _____

Disposition: _____

the City has been selected by the California State Library to receive two \$1,000,000 grants, one for each location.

ANALYSIS:

The Downtown Carnegie Library was originally built in 1909, with additions made to the building in 1960 and 1976. As an older facility, the Downtown Library has unique needs and challenges due to the aging infrastructure. The funding for the Downtown Carnegie Library project (titled the Carnegie Library Renovation, Expansion and ADA Upgrades project in the Building Forward application and the Resolution included as Attachment 1) will address a number of the most critical life safety and infrastructure needs in the building. Those include replacing the roof and HVAC system, installing a fire suppression system, upgrading plumbing and electrical systems to meet code, improving ADA accessibility, and addressing general safety concerns, including asbestos abatement and the removal of non-safety glass walls.

The Pickleweed Library is a much loved and well-used branch located within the Albert J. Boro Community Center, in the Canal neighborhood. At 2,000 square feet, it is the smallest of the City's three library locations. Effectively maximizing the usable space within the library is critical. Currently, there are significant opportunities to improve the design of the interior space to create a better experience for both patrons and staff. The funding for the Pickleweed Library project (titled Pickleweed Library Renovation and Expansion project in the Building Forward application and the Resolution included as Attachment 2) will be used to redesign and renovate the interior of the library to expand the space available for the public and staff, allowing the facility to better support library programming and to meet the needs of the community.

If approved, staff would move initially forward with bringing on an architect to support the design process for the Downtown Carnegie Library project. For the Pickleweed Library project, staff recommend launching the design portion of the project in 2023. Given the predicted timeline for the Pickleweed Park Enhancement Project, delaying the start of the Library project would allow for a more staggered construction schedule, hopefully reducing impacts to the site.

FISCAL IMPACT:

The California State Library's Building Forward program requires a dollar-for-dollar match for grant funds. As such, the City is required to match \$1,000,000 for both the Downtown Carnegie and the Pickleweed Library projects. The City currently has sufficient funds to provide the required match through general Library donations (Fund 214) and memorial funds that were donated to the City for the purpose of improved Library facilities and services that are accessible to all (Fund 712).

OPTIONS:

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

1. Adopt both resolutions as presented.
2. Adopt only one resolution as presented.
3. Adopt resolutions with modifications.
4. Direct staff to return with more information.

RECOMMENDED ACTION:

Adopt resolutions authorizing the grant acceptance and execution of the grant funds from the State of California Budget Act of 2021 (SB 129) for:

- i) Downtown Carnegie Library Renovation, Expansion and ADA Upgrades.
- ii) Pickleweed Library Renovation and Expansion.

ATTACHMENTS:

1. Resolution for the Downtown Carnegie Library Renovation, Expansion and ADA Upgrades
2. Resolution for the Pickleweed Library Renovation and Expansion

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129) FOR DOWNTOWN CARNEGIE LIBRARY RENOVATION, EXPANSION AND ADA UPGRADES

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Grantee will enter into an agreement with the State of California to carry out the project; and

WHEREAS, the City of San Rafael proposes to implement the Carnegie Library Renovation, Expansion and ADA Upgrades; and

WHEREAS, the City of San Rafael has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of San Rafael intends to apply for grant funding from the California State Library for the Carnegie Library Renovation, Expansion and ADA Upgrades.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes as follows:

1. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City of San Rafael City Manager, or designee is hereby authorized and directed to take such other actions necessary or appropriate to obtain grant funding with the California State Library.

2. The City of San Rafael City Manager, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.
3. The City of San Rafael City Manager, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.
4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and that prior to commencement of the project, all applicable permits will have been obtained.

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 special meeting of the City Council of the City of San Rafael, held on Monday, the 19th day of December 2022, by the following vote, to wit:

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

Lindsay Lara, City Clerk

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129) FOR PICKLEWEED LIBRARY RENOVATION AND EXPANSION

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Grantee will enter into an agreement with the State of California to carry out the project; and

WHEREAS, the City of San Rafael proposes to implement the Pickleweed Library Renovation and Expansion; and

WHEREAS, the City of San Rafael has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of San Rafael intends to apply for grant funding from the California State Library for the Pickleweed Library Renovation and Expansion.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes as follows:

1. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City of San Rafael City Manager, or designee is hereby authorized and directed to take such other actions necessary or appropriate to obtain grant funding with the California State Library.

2. The City of San Rafael City Manager, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.
3. The City of San Rafael City Manager, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.
4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and that prior to commencement of the project, all applicable permits will have been obtained.

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 special meeting of the City Council of the City of San Rafael, held on Monday, the 19th day of December 2022, by the following vote, to wit:

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

Lindsay Lara, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

Prepared by: Kelly Albrecht,
Senior Recreation Supervisor

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be the initials 'AS', written over a horizontal line.

TOPIC: CALIFORNIA STATE PRESCHOOL PROGRAM CONTINUED FUNDING APPLICATION FISCAL YEAR 2023-2024

SUBJECT: RESOLUTION APPROVING THE CITY OF SAN RAFAEL TO ENTER INTO A FUNDING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE THE DESIGNATED PERSONNEL, SENIOR RECREATION SUPERVISOR, TO SIGN CONTRACT DOCUMENTS FOR FISCAL YEAR 2023-2024, THE CONTINUED FUNDING APPLICATION AND ALL RELATED CONTRACT DOCUMENTS.

RECOMMENDATION:

Adopt a resolution approving the City of San Rafael to enter into a funding agreement with the California Department of Education to provide preschool services at Pickleweed Preschool and authorize the designated personnel, Senior Recreation Supervisor, to sign contract documents for fiscal year 2023-2024, the Continued Funding Application and related documents.

BACKGROUND:

California State Preschool Programs (CSPP) contractors who wish to be considered for continued funding for fiscal year 2023-2024 must complete the continued funding application in a timely manner. CSPP contractors who apply for and are approved for continued funding for services for FY 2023-2024 will be automatically renewed in accordance with all applicable federal and state laws as well as California State Preschool Funding Terms and Conditions and Program Requirements that will be incorporated into the 2023-2024 Contract.

ANALYSIS:

Pickleweed Preschool has been providing preschool services since 1997. The program relies on the renewal of the California State Preschool contract to provide no-cost preschool services for income eligible families.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

FISCAL IMPACT:

The funding agreement would obtain funds from the California Department of Education for the preschool program at Pickleweed Preschool. The preschool program’s estimated budget for fiscal year 2023-2024 is as follows:

Program Budgeted Expenditures FY 2023-24:	\$608,651
Program Budgeted Revenues FY 2023-24:	
California State Department of Education State Preschool Program	\$466,229
First 5 Marin	\$104,017
Community Development Block Grant (Federal)	\$21,500
Safety Net (Marin Child Care Council)	\$20,000
	\$611,746

This important funding from the California Department of Education is essential for the City to continue to provide preschool services at Pickleweed Preschool.

OPTIONS:

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

1. Adopt the resolution as proposed, to enter into a funding agreement with the California Department of Education and to authorize designated personnel to sign contract documents.
2. Do not adopt the resolution, resulting in the city declining the available funding the California State Department of Education.

RECOMMENDED ACTION:

Adopt a resolution approving the City of San Rafael to enter into a funding agreement with the California Department of Education to provide preschool services at Pickleweed Preschool and authorize the designated personnel, Senior Recreation Supervisor, to sign contract documents for fiscal year 2023-2024, the Continued Funding Application and related documents.

ATTACHMENTS:

1. Resolution
2. Continued Funding Application Fiscal Year 2023-2024

RESOLUTION NO.

RESOLUTION APPROVING THE CITY OF SAN RAFAEL TO ENTER INTO A FUNDING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE THE DESIGNATED PERSONNEL, SENIOR RECREATION SUPERVISOR, TO SIGN CONTRACT DOCUMENTS FOR FISCAL YEAR 2023-2024, THE CONTINUED FUNDING APPLICATION AND ALL RELATED CONTRACT DOCUMENTS.

WHEREAS the City operates the Pickleweed Preschool at the Pickleweed Children's Center; and

WHEREAS the City desires to provide no-cost preschool programming to low-income families from East San Rafael through programming at the Pickleweed Children's Center; and

WHEREAS, the State of California has awarded the City of San Rafael funds for subsidy of the Pickleweed Preschool Program since 1997; and

WHEREAS the City desires to enter into a funding agreement with the California Department of Education for the purpose of providing childcare and Development services and to authorize designated personnel to sign contract documents.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of San Rafael does hereby approve the City to enter into a funding agreement with the California Department of Education for the purpose of providing child development services and authorizes the Senior Recreation Supervisor to execute the contract documents in a form approved by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael held on Monday, the 19th day of December 2022 by the following vote, to wit:

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

Lindsay Lara, City Clerk

Program Narrative Change

Fiscal Year 2023–24

Contractor Legal Name (Full spelling of legal name required. Acronyms or site names not accepted):

Four-Digit Vendor Number: **County:**

Program Type: California State Preschool Program (CSPP)

Change Type (Check one):

- Calendar (MDO) Change Programmatic Change

Please include responses to the following (3) questions below:

1. Identify the program component for which you are requesting a change.

2. Describe how the program currently provides services to children and families in relation to the above-identified program component.

3. Describe the proposed change, and how services will be improved if the change is implemented.

Under penalty of perjury, I certify as the authorized contractor representative, that all applicable State and federal statutes and regulations will be observed.

Name and Title of Authorized Representative:

Telephone:

Signature of Authorized Representative:

Date:

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

2. Federal ID Number:

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

5. Date Executed:

6. Executed in the County and State of:

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CO.8 (REV.06/20)

California Department of Education

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

SIGNATURE	DATE
_____	_____



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: April Miller,
Director of Public Works**

City Manager Approval: 

TOPIC: 2021/22 and 2022/23 SLURRY SEAL PROJECTS

SUBJECT: ACCEPT THE 2021/22 SLURRY SEAL PROJECT (CITY PROJECT NO. 11410) AND THE 2022/23 SLURRY SEAL PROJECT (CITY PROJECT NO. 11415) AS COMPLETE, AND AUTHORIZE FILING OF THE NOTICE OF COMPLETIONS

RECOMMENDATION: Accept the 2021/22 Slurry Seal Project and the 2022/23 Slurry Seal Project as complete and authorize filing of the Notice of Completions.

BACKGROUND: Resurfacing and maintenance of City streets is vital to the City's [Pavement Management Program \(PMP\)](#) that improves a portion of the City's 175 centerline miles of roadways each year. The Department of Public Works recently undertook two large scale roadway maintenance projects that included the crack sealing and slurry sealing of 20 centerline miles of roadway.

The 2021/22 Slurry Seal project was advertised in accordance with San Rafael's Municipal Code on May 2, 2022, and sealed bids were publicly opened and read aloud May 19, 2022. On [June 6, 2022](#), the City Council adopted a resolution authorizing the City Manager to enter into an agreement with the low bidder, Pavement Coatings Co. in the amount of \$1,029,500 and approving a construction contingency of \$120,500 for a total appropriation in an amount of \$1,150,000.

The 2022/23 Slurry Seal project was advertised in accordance with San Rafael's Municipal Code on June 23, 2022, and sealed bids were publicly opened and read aloud July 12, 2022. On [August 1, 2022](#), the City Council adopted a resolution authorizing the City Manager to enter into an agreement with the low bidder, American Asphalt Repair Resurfacing Co., Inc. in the amount of \$737,600 and approving a construction contingency of \$82,400 for a total appropriation in an amount of \$820,000.

City staff have performed the final inspection and determined that all work has been satisfactorily completed in accordance with the project plans and specifications. City staff recommend the City Council accept the two projects as complete. Upon acceptance, the Director of Public Works will execute the Notice of Completion and the City Clerk will file the Notice of Completion with the Marin County clerk.

ANALYSIS: The recording of a Notice of Completion initiates a time period during which project subcontractors may file Stop Notices seeking payment from the City from the funds owed to the Contractor for the project work.

FISCAL IMPACT: No fiscal impact is associated with this report.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

RECOMMENDED ACTION: Accept the 2021/22 Slurry Seal Project and the 2022/23 Slurry Seal Project as complete and authorize filing of the Notice of Completion.

ATTACHMENTS:

1. Notice of Completion 2021/22 Slurry Seal Project
2. Notice of Completion 2022/23 Slurry Seal Project

Recording Requested By:
The City of San Rafael

When Recorded Mail To:
Lindsay Lara, City Clerk
1400 Fifth Avenue
San Rafael, CA 94901

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§ 6103, 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.
2. Owner's full name is the City of San Rafael ("City")
3. City's address is 1400 5th Ave, San Rafael, CA 94901
4. The nature of City's interest in the Project is:
 Fee Ownership Lessee Other Public Right of Way Easement
5. Construction work on the Project performed on City's behalf is generally described as follows: The removal of existing striping, crack and slurry sealing, and installation of signing, and striping.
6. The name of the original Contractor for the Project is: Pavement Coatings Co.
7. The Project was accepted as complete on: December 19, 2022.
8. The Project is located at: Various Locations in the City of San Rafael.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature

April Miller, Director of Public Works

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER GOVERNMENT
CODE § 27287 AND CIVIL CODE § 9208*

Recording Requested By:
The City of San Rafael

When Recorded Mail To:
Lindsay Lara, City Clerk
1400 Fifth Avenue
San Rafael, CA 94901

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§ 6103, 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

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4. The nature of City's interest in the Project is:
 Fee Ownership Lessee Other Public Right of Way Easement
5. Construction work on the Project performed on City's behalf is generally described as follows: The removal of existing striping, crack and slurry sealing, and installation of signing, and striping.
6. The name of the original Contractor for the Project is: American Asphalt Repair Resurfacing Co., Inc.
7. The Project was accepted as complete on: December 19, 2022.
8. The Project is located at: Various Locations in the City of San Rafael.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature

April Miller, Director of Public Works

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER GOVERNMENT
CODE § 27287 AND CIVIL CODE § 9208*

Agenda Item 5.a

**City of San Rafael
Proclamation
Presented to**

Kevin Hagerty

WHEREAS Kevin Hagerty has served on the Bicycle and Pedestrian Advisory Committee for the City of San Rafael from 2015-2022, serving as Chair of the Committee in 2022; and

WHEREAS, Kevin served in an advisory capacity to the City as a Bicycle and Pedestrian Advisory Committee member and became an integral part of the committee, attending numerous tour and events and taking great pride in representing the City of San Rafael; and

WHEREAS, Kevin served under Mayors Phillips and Colin, several City Councilmembers and two City Managers (Mackle & Schutz), and provided advice to four Directors of the Public Works Department (Mansourian, Allison, Guerin, and Miller) during his tenure; and

WHEREAS, Kevin provided advice and insight in relation to a variety of projects and initiatives that included the preparation of the Pedestrian and Bicycle Master Plan, Third Street Rehabilitation Project, Francisco West Cycle Track and provided important insight towards many private developments; and

WHEREAS, Kevin served on many subcommittees shaping the future of walking and bicycling in San Rafael including establishing the seed for Vision Zero.

WHEREAS, Kevin's commitment to the City of San Rafael was evident in the passion that he brought to the Bicycle and Pedestrian Advisory Committee and his dedication to ensuring that each solution improved the quality of life in San Rafael.

NOW, THEREFORE, I, KATE COLIN, Mayor of San Rafael, do hereby proclaim my sincere appreciation to Kevin Hagerty for his important contributions and community service to the City of San Rafael.



A handwritten signature in blue ink that reads "Kate".

**Kate Colin
Mayor**

City of San Rafael
Proclamation
Presented to

Kate Powers

WHEREAS Kate Powers has served on the Bicycle and Pedestrian Advisory Committee for the City of San Rafael from 2008-2022; serving as Chair of the BPAC in 2021; and

WHEREAS, Kate served in an advisory capacity to the City both as a Bicycle and Pedestrian Advisory Committee member and as Committee Chair in 2021 and as an integral part of the committee she supported pilot projects, grant applications, and bicycle events taking great pride in representing the City of San Rafael; and

WHEREAS, Kate served under Mayors Boro, Phillips and Colin, several City Councilmembers and three City Managers (Mackle, Nordhoff & Schutz), and provided feedback to five Directors of the Public Works Department (Preston, Mansourian, Allison, Guerin and Miller) during her tenure; and

WHEREAS, Kate provided advice and input on a variety of projects and initiatives that included San Rafael segments of the North South Greenway including the Francisco Blvd West Cycle Track, and more recently the North Merrydale multiuse path connection to the North San Rafael Promenade, the Third Street Rehabilitation Project, and the Freitas Parkway Roundabout; and she participated in the preparation of two Pedestrian and Bicycle Masterplan updates (in 2011 and 2018); and

WHEREAS, Kate served on ad hoc committees of the BPAC, first representing pedestrian interests, later in the rewriting of the BPAC charter, and most recently seeking a path forward in San Rafael's Vision Zero policy and implementation planning; and she represented the BPAC on other city planning efforts most recently on the Canal Community-based Transportation Plan and the San Rafael Parks and Recreation Master Plan; and

WHEREAS, Kate's commitment to the City of San Rafael was evident in the passion that she brought to the Bicycle and Pedestrian Advisory Committee in shaping the future of walking and bicycling in San Rafael, and her dedication to ensuring that each solution improved the quality of life in San Rafael.

NOW, THEREFORE, I, KATE COLIN, Mayor of San Rafael, do hereby proclaim my sincere appreciation to Kate Powers for her important contributions and community service to the City of San Rafael.



Kate Colin
Mayor



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 6.a

Meeting Date: December 19, 2022

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance

Prepared by: Nadine Atieh Hade,
Administrative Services Director
Claire Coleman,
Senior Management Analyst

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be 'AS', written over a horizontal line.

TOPIC: PROPOSED MASTER FEE SCHEDULE UPDATE

SUBJECT: 1. AN ORDINANCE OF THE CITY OF SAN RAFAEL CITY COUNCIL REPEALING AND REPLACING CHAPTER 3.34 OF TITLE 3 OF THE SAN RAFAEL MUNICIPAL CODE, TITLED FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM

2. RESOLUTION AMENDING THE CITY MASTER FEE SCHEDULE

3. RESOLUTION RESCINDING RESOLUTION NO. 11942 AND ESTABLISHING AN AFFORDABLE HOUSING IN-LIEU FEE FOR DEVELOPMENTS WITHIN THE CITY OF SAN RAFAEL EQUAL TO \$362,817 FOR EACH AFFORDABLE HOUSING UNIT AND PROVIDING FOR ANNUAL ADJUSTMENT OF FEE

4. RESOLUTION AMENDING THE CITY'S PARKING CITATION FINES

EXECUTIVE SUMMARY:

Staff are proposing amendments to the City's Master Fee Schedule, affordable housing in-lieu fees, and parking citation fines, as well as an ordinance repealing and replacing Chapter 3.34 of the San Rafael Municipal Code. The changes to the Master Fee Schedule are based on a 2019 fee study conducted by MGT Consulting Group and aim to ensure the City maintains sustainable and effective operations. The primary changes proposed are to Building, Planning, Public Works, and Fire Department fees. Proposed changes to the Parking citation fines are intended to bring the City closer to neighboring cities and Marin County citation fines. The proposed affordable housing in-lieu fees are based on a recent Marin County study and help the City support the development of housing affordable to very low-, low- and moderate-income households.

RECOMMENDATION:

1. Waive Reading, Refer to it by Title Only, and Introduce An Ordinance of the City of San Rafael City Council Repealing and Replacing Chapter 3.34 of Title 3 of the San Rafael Municipal Code, Titled Fee and Service Charge Revenue/Cost Comparison System

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

2. Adopt the Resolution Amending the City Master Fee Schedule
3. Adopt the Resolution Rescinding Resolution No. 11942 And Establishing an Affordable Housing In-Lieu Fee for Developments within the City of San Rafael Equal to \$362,817 for Each Affordable Housing Unit and Providing for Annual Adjustment of Fee
4. Adopt the Resolution Amending the City's Parking Citation Fines

BACKGROUND:

The City of San Rafael last conducted a *comprehensive* update to the City's fee schedules with a study by a third-party consultant in 2011, which included the fees and fines for a variety of City services and programs. The City has made numerous fee updates since that time such as the recent Library and Recreation fee changes in 2021 and 2022.

Fee schedule updates are intended to ensure that the City operates sustainably and recovers costs for activities including plan review, building and fire inspections, and use of the public right-of-way. State law, including Propositions 26 and 218, provide detailed guidance and restrictions on allowable rates, which are capped at 100% cost-recovery for most fees. Parking fees are not limited to cost-recovery levels due to the Proposition 26 exception for use or rent of public property and penalty fees. Past Master Fee Schedule updates, like this one, have recommended that some fees be kept below cost-recovery levels when deemed a public benefit.

Operational costs have increased since the most recent comprehensive master fee schedule update was completed. Increases in costs of goods and services due to inflation, as well as wage cost of living increases have resulted in higher costs than the fee schedule currently accounts for. The recommended fee updates support continued operations and ensure that service levels currently provided by departments such as Community Development, Public Works, and Fire can continue.

Parking Services is an enterprise fund and, as such, is completely reliant on revenue from two sources: parking revenue from meters and pay machines, and parking citation fines. Since mid-2020, due to the COVID-19 pandemic, parking revenues have been in steep decline and have been supplemented by the City's General Fund.

ANALYSIS:

1. Ordinance Repealing and Replacing Chapter 3.34 of the San Rafael Municipal Code

Staff proposes to repeal and replace the provisions of Chapter 3.34 of the SRMC, titled Fee and Service Charge Revenue/Cost Comparison System. This chapter, adopted in September 1997, provides the City's service charge revenue/cost comparison system to ensure that service fees do not exceed the reasonable estimated cost to provide the services for which the fees are charged. The code lists services provided by the City together with a percentage of cost recovery for each enumerated service. It also provides that the City Manager and other department directors review the listed services annually and propose recommended changes, if any, to the City Council to recover the listed percentage of costs in the ordinance.

The replacement language provides a "catch all" provision that the City Council may adopt by resolution fees and service charges to recover costs reasonably borne and such costs will be reflected in the "Master Fee Schedule". Government Code section 66016(b) permits a local agency to levy a new fee or service

charge or approve an increase in an existing fee or service charge, by ordinance or resolution. The legislative body may not delegate this authority.

The ordinance repeals the following substantive provisions of Chapter 3.34:

Section 3.34.020 (delegation of authority and direction to manager): This section directs the City Manager and directors to conduct rate reviews and issue executive orders to set effective dates of the fees, rate structures, and associated procedures. These provisions have not impacted how staff presents its recommendations to the City Council, in part because state law requires that the City Council set or increase new fees and service charges, and this authority cannot be delegated. Staff will continue its current process to study rates and recommend changes to the rates to be adopted by resolution of the City Council.

Section 3.34.030 (“costs reasonably borne” defined): Repeal will remove the details defining how “costs reasonably borne” be determined, which include direct and indirect costs, fixed asset recovery expenses, general overhead, departmental overhead, and debt service costs. Repeal of this code provision will allow staff to consider and apply best practices in developing and recommending fee structures. The government code sets clear guidelines for what staff can include in its cost recovery calculations. Staff will continue to provide the backup for all proposed fees in its recommendations to the City Council.

Section 3.34.040 (schedule of fees and service charges): Listing the schedule of fees and service charges constrains the City Council’s discretion to set cost recovery fees to those percentages listed in the code, some of which are set below 100%. By removing these restrictions from the code, the City Council may set new fees or service charges or approve increases to an existing fee or service charge, by resolution that are unconstrained by the discrete lists and capped percentages in the code. The fee setting will still be limited by state law including provisions requiring cost recovery as the basis for fees.

3.34.050 and 3.34.060 (statutory public meeting; provision of data): Repeal of these sections will have no impact. These sections mirror the State law requirements for public meeting and notices.

2. Amendment to Master Fee Schedule

The City hired MGT Consulting Group to conduct a comprehensive review and update of the City’s Master Fee Schedule. MGT Consulting Group met with representatives from each department impacted by the fee schedules to evaluate the current fee structures and provide recommendations for updating both the structure and fee amounts to better align with current service offerings and cost recovery goals. The consultants and staff worked to calculate the fully burdened cost of each service, which includes the staff time dedicated directly to the fee-generating service as well as administrative support costs and physical infrastructure costs. The consultants and staff also evaluated best practices for how and when to collect fees, as well as what types of services the City has added or removed since the last master fee schedule update.

Staff evaluated these different elements to develop the proposed fee schedules (Attachment 5). The proposed fee schedules result in an incremental change to most of the fees. However, there are a number of fee categories where the proposal includes additional structural changes or more significant changes to the fee amount. The below sections provide more information on the fee categories where staff are proposing more significant changes to the current fee structure and/or amount. Staff have indicated which fees they recommend that the City subsidize (charge lower than actual cost) due to a wider public benefit.

Public Works

Public Works fees cover a wide variety of service types within the public right of way. Each fee type was reviewed by staff and updated according to the hourly rate. Staff rounded to the lowest amount of time

required for a task to ensure fees do not exceed cost recovery. The primary changes, aside from adjusting for inflation, are to account for Public Works staff review of development applications. Several other adjustments are recommended to decrease permit costs for smaller encroachment permits. The changes recommended are summarized in the following four areas:

Encroachment Permits Fees: In order to encourage compliance, we are recommending subsidizing “temporary and small” permit fees. These permits have had a high rate of violation because the residents felt the fee was too high and did not apply for the required permits. An example of this type of application would be someone renting a dumpster for a short period of time to be placed in the public right of way. The proposed 71% subsidy (29% recovery amount) is intended to encourage all parties to apply for the appropriate permits and therefore decrease the rate of violations. When these construction activities are reviewed by the City, the public reaps the safety benefits of ensuring that activities within the right-of-way have been appropriately reviewed and inspected. The standard encroachment permit is recommended to be increased to \$358 which would recover the full projected actual cost.

Table 1. Encroachment Permit Fees

Service Name	Current Fee	Proposed Fee	Proposed Cost Recovery Amount
Minor Continuing	\$368	\$493	100%
Major Continuing	\$2,394	\$2,435	100%
<i>Utility/Special District</i>			
Base fee (includes one Traffic Control Plan [TCP])	\$919	\$986	100%
Each <i>additional</i> TCP		\$411	
<i>Temporary</i>			
Small (Debris Box Placement)	\$246	\$50	29%
Standard	\$246	\$358	100%

Streetary Fees: On October 3, 2022, the City Council approved the new Streetaries Program, including the fees included below in Table 2. No changes are proposed to the streetary fees. Moving forward, the fees will be included in the Master Fee Schedule.

Table 2. Streetary Fees

Fee	Fee Amount	Timeline
Application fee	\$2,000 (one time)	Fee waived until December 31, 2023
Annual Encroachment Lease fee	\$3,600 per parking space	<ul style="list-style-type: none"> • Fee waived until June 1, 2023. • Between June 1, 2023 and May 30, 2024: Fee discount of 50% applies. • Between June 1, 2024 and May 30, 2025: Fee discount of 25% applies. • Beginning June 1, 2025: 100% of fee applies (no discounts or waivers)
Deposit	\$2,000 (one time)	Fee due prior to the start of construction for new streetaries or before application is accepted for existing streetaries.

Fees Tied to Public Works Review of Building and Planning Permits: Public Works does not currently charge for the time spent reviewing building and planning permits, however staff is now recommending that the City charge for this critical service. The recommendations made in this section are based on the hourly rate multiplied by the time spent on a typical application. The level of review varies greatly depending on the complexity of the application. The fee rate is reasonable considering staff time requirements and the comparison with what developers pay to private consultants for plan preparation. If a development application contains specialty reports that require expert review, which is often contracted out by the City, the proposed fee is the cost of the study plus 20% to account for administrative management by the City.

Table 3. DPW Fees to Review Planning and Building Permits

Service Name	Current Fee	Proposed Fee	Proposed Cost Recovery Amount
Full Review	N/A	\$454	100%
Over the Counter Review	N/A	\$113	100%
Flood Zone Project	N/A	\$340	100%
Hydrology Study	N/A	\$454	100%
Traffic Study: Assumptions memo	N/A	\$817	100%
Traffic Study: Impact report	N/A	\$4,086	100%
Regulated Project/ Stormwater Control Plan	N/A	\$1,134	100%
Geotechnical Study	N/A	\$680	100%
Third-Party Geotechnical Peer Review	N/A	Consultant Cost + 20% Admin Fee	100%
Consultant Third Party Review	N/A	Consultant Cost + 20% Admin Fee	100%
City Surveyor Review	N/A	Consultant Cost + 20% Admin Fee	100%

Plan Check & Inspection Fees: This type of fee applies primarily to building permits and not to entitlement applications. Most building permits are reviewed by the Building Division and do not require review by Public Works. Permits for work within the right of way are routed to Public Works to ensure the stability of the infrastructure, storm drain issues, construction management and inspections. There is a low volume of this type of permits. A new scale based on the cost of the project is recommended. Larger projects (identified by cost) require more review by staff. If the project value is less than \$20K, the standard temporary encroachment permit fee of \$368 would apply.

Table 4. Right-of-Way Plan Check and Inspection

Service Name	Current Fee	Proposed Fee	Proposed Cost Recovery Amount
Under \$20K	\$246	\$368	100%
\$20K - \$50K	\$246	\$618	100%
\$50K - \$100K	\$246	\$1,235	100%
\$100K+	\$246	\$4,942	100%

Grading Permit Fees: Costs and time to process grading permits have decreased due to process and technological improvements. Seasonal grading usually requires a more involved review process as weathering the project area needs to meet storm water requirements.

Table 5. Grading Permit Fees

Service Name	Current Fee	Proposed Fee	Proposed Cost Recovery Amount
Permit & Plan Check	\$869	\$782	100%
Seasonal Grading Inspections / Rainy Season	N/A	\$1,563	100%

Community Development

Building Permit Fees

Staff recommends a realignment of base permit fees to reflect the estimated cost of inspections. There are no changes to the plan check fees, which will continue to be 75% of the building permit fee. The table below shows the comparison of the existing base fee amount versus the proposed base fee amount as well as the additional proposed multiplier for each \$1,000 above the base fee valuation. This is similar to the way fees are calculated under the current fee structure.

Table 6. Building Permit Fees by Valuation

Application Type		Current Fee	Proposed Fee		Proposed Cost Recovery
Valuation		Base Fee	Base Fee	Additional fee per \$1,000 above the base amount	Proposed Cost Recovery
From	To				
\$0	\$25,000.00	\$104	\$247	for first \$2,000 plus \$24.00 for each additional \$1,000 or fraction thereof up to and including \$25,000.00	100%
\$25,000.01	\$50,000.00	\$587	\$799	for first \$25,000 plus \$11.55 for each additional \$1,000 or fraction thereof Up to and including \$50,000.00	100%
\$50,000.01	\$100,000.00	\$947.50	\$1,087.75	for first \$50,000 plus \$16.07 for each additional \$1,000 or fraction thereof up to and including \$100,000.00	100%
\$100,000.01	\$500,000.00	\$1,483	\$1,891.25	for first \$100,000 plus \$7.36 for each additional \$1,000 or fraction thereof up to and including \$500,000.00	100%
\$500,000.01	\$ 1,000,000.00	\$4,837	\$4,835.25	for first \$500,000 plus \$13.56 for each additional \$1,000 or fraction thereof up to and including 1,000,000.00	100%
\$1,000,000.01	\$5,000,000.00	\$8,386	\$11,615.25	for first \$1,000,000 plus \$4.19 for each additional \$1,000 or fraction thereof up to and including \$5,000,000.00	100%

Application Type		Current Fee	Proposed Fee		Proposed Cost Recovery
\$5,000,000.01	and above	\$24,976	\$28,375.25	for first \$5,000,000 plus \$4.19 for each additional \$1,000 or fraction thereof.	100%

Sub fees for electrical, mechanical, plumbing (MEPs) are not included in this fee study and the City will continue to use the prior fee schedule for those, available in Attachment 5, Exhibit A2-A4. Residential Building Reports (RBRs) fees (Table 7. below) have been aligned with recommendations made during public outreach which included recommendations that portions the proposed fees, including fees for Multifamily and Condominium units, be partially subsidized.

Table 7. Residential Building Report Fees

Application Type	Current Fee	Full Cost Recovery Fee Level	Proposed Fee	Proposed Cost Recovery Amount
Single-family/duplex (<i>per unit</i>)	\$290	\$463	\$350	75%
Multi-family				
<i>first unit</i>	\$270	\$463	\$330	71%
<i>each additional per unit</i>	\$30	\$40	\$40	100%
Condominiums (<i>per unit</i>)	\$255	\$463	\$350	75%

Planning Fees

Planning fees fall under two categories: flat rate fees and deposit-based fees. The planning division fees currently recover anywhere from approximately 35% to full cost recovery and have required subsidizing from the General Fund to cover the remaining portion of the costs required to process an application. In formulating a recommendation, staff evaluated the existing fee structure with a lens toward increasing efficiency and transparency. These efforts resulted in recommendations to change the methodology of certain types of fee collection to more accurately reflect the full cost and to continue to subsidize select fee types. However, it is important to mention that over the past few years, staff has continued to find ways to streamline the review of planning applications. Below are just a few examples that demonstrate the planning division’s commitment to continue to improve our processes which can result in time and cost reductions.

- With the adoption of the Downtown Precise Plan, certain low impact uses (e.g., art studios, dance classes, billiards, and recreational uses) previously required a use permit with a fee of \$2,258. These uses are now allowed as permitted use and do not require a planning review fee. Other businesses (e.g., fitness facilities, medical offices) previously required a major use permit requiring a deposit of \$3,767 but can now be reviewed through an administrative use permit with a fee ranging between \$398 to \$1,420 depending on the type of use.
- Early in 2022, planning staff created a standard, easy to use template for review of administrative applications. What was previously an 8-page document that took 3 months to process is now a 3-page document (including a friendly 1-page approval letter) that takes a few weeks to process. The template has resulted in a time savings for planning staff and a time-cost reduction for the applicant. This change has resulted in a cost reduction of approximately \$1,022, depending on the type of project.

- In spring of 2022, the City Council approved a streamlined review process, allowing certain types of multi-family residential projects to be reviewed by representatives from both the planning commission and the design review board in one combined meeting. This change reduces the processing time by approximately 3 months.

Flat Rate Fees

Flat rate fees are fees charged to an applicant as a one-time fee and are expected to cover actual processing costs. The City does not charge additional fees if actual costs run higher. Below is a sampling of fees for common planning projects. For a full list of Flat Rate Planning Fees, see Exhibit D.

Table 8. Flat Rate Planning Fees

Application Type	Current Fee	Proposed Fee	Proposed Cost Recovery
Lot Line Adjustment	\$3,131	\$6,075	100%
Use Permit – Administrative/Over the Counter	\$398	\$387	100%
Design Review – Administrative/Over the Counter	\$398	\$387	100%
Design Review – Staff Level	\$1,167	\$2,938	100%
Sign Program – Minor Exception	\$1,043	\$1,397	100%

Deposit-Based Fees

Deposit-based fees are fees that are charged to applicants with the expectation of full cost recovery. Upon project application submittal, an initial deposit is made by the applicant. Planner time spent on processing the application is billed to this deposit at a fully burdened hourly rate until a decision is made. If, after the initial deposit, additional money is needed to complete project processing, the applicant is invoiced for the additional fees. The invoice will typically include an estimate of additional money needed to complete the project to a decision. For those current deposit-based projects that have a relatively consistent processing time, staff is recommending a change in methodology to a flat fee in order to provide financial certainty to applicants. However, the time needed to process some deposit-based fees can vary significantly. For those fees, staff is recommending that they remain deposit-based, but to adjust the initial deposit to reflect processing cost more accurately.

Table 9 shows a sampling of deposit-based fees that staff recommends converting to flat rate fees (see attached Exhibit D for the complete list). These are currently deposit-based fees associated with applications that have relatively consistent processing times and for which the cost of processing these types of applications is generally consistent from project to project. Therefore, staff recommends a change in methodology for these type of fees from deposit-based to a flat rate fee that is equal to the actual cost of processing these types of applications. This change in methodology would provide greater financial certainty for the applicant compared to the deposit-based approach.

Table 9. Change in Methodology of Deposit-Based Planning Fees to Flat Rate Fees

Service Name	Current Deposit-Based Fee	Proposed Flat-Rate Fee	Proposed Cost Recovery
Small Subdivision Map	\$3,735	\$13,457	100%
Use Permit - Planning Commission	\$4,305	\$8,815	100%
Design Review - Zoning Administrator	\$2,258	\$5,639	100%
Design Review – Planning Commission	\$6,872	\$15,152	100%

Service Name	Current Deposit-Based Fee	Proposed Flat-Rate Fee	Proposed Cost Recovery
Sign Program – Major (Planning Commission)	\$8,523	\$8,038	100%

Table 10 shows a sampling of typical deposit-based applications along with the current deposit amounts. (See attached Exhibit D for the complete list). The current initial deposit amount represents approximately 40% to 60% of the actual cost of processing an application for the type of project shown. Processing time for the project types shown below can vary greatly depending on the complexity of project. Therefore, staff recommends that these fees remain as deposit-based fees and that the fees be increased to reflect full estimated cost recovery. It should be noted that any unused deposit funds are refunded to the applicant.

Table 10. Deposit-Based Planning Fees to Remain Deposit Based Fees

Service Name	Current Deposit-Based Fee	Proposed Deposit-Based Fee	Proposed Cost Recovery
Tentative Map	\$7,293	\$17,588	100%
Development Agreement	\$11,534	\$28,606	100%
General Plan Amendment	\$8,646	\$17,889	100%
Rezoning/Pre-Zoning	\$7,176	\$17,889	100%
Planned District	\$11,194	\$18,879	100%

Table 11 shows application types with fees that staff are proposing to maintain at below the 100% recovery amounts (subsidized). The following explains the rationale for each of the fees described:

- Conceptual Design Review and Preapplication fees – These types of applications allow early consultation with developers and lead to more successful submittal of formal applications. One common response received during outreach to stakeholders is that these types of applications are an applicant’s first experience with the City and these fees should reflect the City’s desire to encourage development within the City. Therefore, staff recommends subsidizing a portion of this fee.
- Use Permit - Zoning Administrator – These types of permits are typically related to smaller, local startup businesses and increasing the fees to the recommended amount could make it difficult for a small business to get started in the City. To lower the bar for entry, staff recommends subsidizing a portion of this fee.
- Appeals to Planning Commission and City Council – To neither encourage or discourage appeals, but to reduce the likelihood that participation in the public process is barred by economic status, staff recommends continuing subsidizing a portion of this fee.
- Reasonable Accommodation for Disabled – To foster inclusion for all populations, staff recommends continuing subsidizing a portion of this fee.

Table 11. Proposed Subsidized Fees

Service Name	Current Fee	Proposed Fee	Proposed Cost Recovery
Conceptual Design Review	\$1,750	\$3,000	61%
Preapplication	\$1,191	\$2,086	30%

Service Name	Current Fee	Proposed Fee	Proposed Cost Recovery
Use Permit - Zoning Administrator	\$2,476	\$2,707	60%
Appeals by Non-Applicant Resident	\$300/\$350	\$350	4%
Appeals by Applicant, Non-Resident	\$4,476	\$5,000	65%
Reasonable Accommodations	\$964	\$964	25%

Fire

Staff recommends that Fire Department related fees are updated to ensure full cost recovery for all fees. In some cases, the results are a slight reduction in cost while others include a slight to moderate increase. Most Fire Department fees involve construction and operational permits or fire inspections. All inspections and reviews are conducted by trained professionals to reduce community fire risk and ensure safe occupancy of buildings.

Construction Permits

Construction permits are required for the installation of fire protection systems such as fire alarms, private fire mains and fire suppression systems, as well as for special event temporary structures. Full cost recovery for these types of fees results in a recommended 4.5% increase.

Operational Permits

Operational permits are required for certain activities that present a high fire or life safety risk. The permit is intended to ensure those activities are conducted in a safe manner. These include carnivals, fireworks, compressed gasses, hazardous processes, cutting and welding, motor fuel dispensing facilities and many other activities that carry an elevated risk to the community. Full cost recovery for these types of fees results in a recommended 4.5% increase.

Fire Inspections

Fire inspections are conducted on apartments, schools, commercial businesses, and new construction as required in many cases by state and local laws.

Commercial businesses are required to pass a fire inspection either annually or up to every 5 years depending on size. Staff is recommending that fees related to commercial business inspections increase by \$7 for the smallest businesses and up to \$51 for the largest type of businesses. This results in a roughly 25% increase over the current fees and full cost recovery.

Most new construction and large remodels require automatic fire extinguishing systems like sprinklers to be installed. These projects are reviewed, inspected, and approved by the Fire Department. To achieve full cost recovery, some sprinkler fees are increase by 4%. Other fees like backflow preventers and fire sprinklers of 11 or more are decreasing to ensure fees do not generate more revenue than actual cost. These changes affect a small number of new buildings a year in San Rafael. In addition, fees for consultation and plan review are proposed when necessary, in the development review process (Table 12). In many larger developments, these fees are already being collected to pay for third party review. No changes to that process are proposed.

New Fees

The Fire Department is recommending new fees be added to align with current costs that are not currently being captured.

Staff recommends including new consultation and planning fees for new projects. These fees are currently not assessed, and the department recommends charging a \$251 fee if required for a project. This fee would not be assessed on all new projects but for those projects that require more than one hour of staff support due to either complexities or substandard submittals. Ten or fewer projects a year would be affected by this change.

Table 12. Proposed New Fire Inspection and Development Fees

Service Name	Current Fee	Proposed Fee	Proposed Cost Recovery
Consultation – Flat rate 2 hours	\$0	\$251	100%
Plan Review – Flat rate 2 hours	\$0	\$251	100%
Inspection - Flat rate 2 hours	\$0	\$251	100%
Reinspection - Flat rate 2 hours	\$0	\$251	100%

With the addition of the City’s Wildfire Mitigation Division and new ordinances to prevent wildfires, certain homes are applying to obtain single specimen exemptions from new regulations. These exemptions require yearly staff inspections, and the department recommends instituting a new “Exemption from vegetation ordinance” fee to recover costs associated with these inspections. It is estimated that this fee will affect up to 100 homes but that the number of affected households would decrease over time as more become compliant.

Along with commercial businesses, the department conducts annual inspections on apartment buildings per state law. These inspections currently carry no fee which is not consistent with other commercial businesses that are currently assessed a fee. The department recommends adding a new fee of \$153 per inspection to inspect apartment buildings. These inspections require significant staff time and cost recovery will ensure the department can adequately inspect them all on an annual basis. The department estimates this will impact over 200 apartment buildings in the City.

Short-term rentals are permitted by the City and required to do a self-certification for outdoor wildfire safety. These inspections are currently done through self-certification by the property owner. The department plans to recommend conducting those inspections to ensure compliance and community safety. If the department conducts the inspections, the recommended fee is \$126 and would affect approximately 200 properties depending on the number of registered short-term rentals.

Excessive public calls when not necessary are not only a nuisance but also threaten public safety by diverting first responders away from other important calls. While these occur rarely, a new fee would allow the department to charge callers for staff response to excessive calls to offset the cost and to try and discourage the behavior. Excessive public calls are considered three or more non-emergency calls in a 12-month period. This fee is not intended to charge callers that need frequent necessary emergency assistance. The recommended cost for this new fee is \$413.

CPI Increases

Staff are recommending that the Council include a provision for an annual CPI increase with an annual maximum increase of 3% for all new and updated fees as part of this study. This increase would also apply to the Recreation and Library fees approved by Council in 2021 and 2022. The annual CPI increases would ensure that City fees keep up with increases in supply, contractual services, and labor costs to maintain consistent cost recovery levels. As is City practice, the CPI increase would be commensurate with the annual percentage increase, if any, in the previous year to the San Francisco-Oakland-Hayward Price Index for All Urban Consumers (“CPI”), calculated from February to February. It

would be capped at 3% annually, rounded to the nearest whole dollar, and would not adjust downwards in the event of deflation.

Implementation Schedule

One of the comments received by stakeholders during public outreach process (see Community Outreach section below) is that projects that have received land use entitlements would be hit with an unexpected increase in building permit fees and that applicants that may be looking at development opportunities in the City would be deterred by our fee increases. To provide the community with ample time to adapt to the new fees, the City recommends implementing all fees (except for parking citations) in the new fiscal year, on July 1, 2023.

CPI increases would go into effect based on the following schedule:

Table 13: Proposed CPI Schedule

Fee Type	Annual Effective Date
Recreation Fees	January 1 beginning 2024
Childcare Fees	New school year (mid-August) beginning 2023
All Other Fees	July 1 beginning 2024

3. Amendment to Parking Citation Penalties

Staff is recommending that the City Council adjust several of the parking violation penalties/fines to bring the City in line with other cities and towns in Marin. California Vehicle Code 40203.5 (a) states “to the extent possible, issuing agencies within the same county should standardize parking penalties”.

All cities and towns in Marin County have some level of parking enforcement and either collect revenue through paid public parking and/or issue citations for parking violations. Staff have surveyed the cities and towns in Marin to compare San Rafael citation rates to other nearby jurisdictions. In most cases, the other jurisdictions have fines that are higher than San Rafael, and on average the City’s citations fees are lower than our neighboring cities.

Staff is evaluating a variety of opportunities to improve the fiscal health of the Parking Fund, including changes in operations, sale of assets, and raising meter rates. The proposed citation increases would serve as an interim measure to support the Parking Fund while the City continues evaluating additional options. These fine increases are projected to raise revenue by approximately \$269,000 per year at current citation issuance rates but will not be enough to resolve the fiscal gap in the Parking Fund created by the pandemic and potential long-term changes in commuting patterns. To assist the City with the analysis of long-term parking operations and fiscal health, Parking Services has engaged a consultant, W-TRANS, to provide a financial assessment, including a detailed analysis and list of recommendations that consider both financial and equity impacts to the community of changes in parking rates or operations.

Table 14. Proposed Parking Citation Fines

Description	Code	Current Rate	Proposed Rate	Change in Rate
Expired Meter	5.60.050(E)	\$35	\$40	14%

Description	Code	Current Rate	Proposed Rate	Change in Rate
Red Zone	5.48.020-R	\$65	\$80	23%
Abandoned Vehicle or Parked Over 72hrs	5.40.030	\$150	\$205	37%
Expired Registration - Correctable	4000 A	\$165	\$215	30%
No Current Tab – Correctable	5204-A	\$93	\$135	45%
Compliance With Signs/Curb Markings	5.48.020	\$35	\$50	43%
Overtime Parking Zone 2hr	5.48.020(02)	\$35	\$45	29%
No Plates – Correctable	5200	\$93	\$114	23%
Wrong Way/18 Inches from Curb	22502-A	\$35	\$55	57%
Failure to Comply With Space Markings	5.48.030	\$35	\$45	29%
Blue Zone Physically Handicapped	22507.8	\$275	\$335	22%

Implementation Schedule

The increase in citation rates is recommended to commence on January 1, 2023.

4. Amendment to Affordable Housing In-Lieu Fee

The City of San Rafael requires market-rate residential development projects to contribute to affordable housing through provision of affordable units on-site, payment of an in-lieu fee, or donation of land to the City (SRMC Section 14.16.030). In-lieu fees are placed in the City’s Affordable Housing Trust Fund and used solely to increase and expand the supply of housing affordable to very low-, low- and moderate-income households.

The City’s current in-lieu fee is based on a 2003 study by David Paul Rosen and Associates and provides for an annual adjustment of the fee based on inflation in construction costs and land values. Last updated in February 2019, the current in-lieu fee for one (1) affordable unit is \$343,969.47.

Through a Senate Bill 2 Planning Grant, the City of San Rafael, Marin County and five other Marin jurisdictions jointly retained Strategic Economics and Vernazza Wolfe Associates to study and offer recommendations related to inclusionary housing policy and commercial linkage fees. The study was completed in 2022 and included calculation of the in-lieu fee based on the housing affordability gap – the difference between what households at various income levels (very low, low, and moderate) can pay for housing and the cost of developing market rate housing. A detailed explanation of the calculation of these fees is available on pages 15 - 32 of the consultant team’s study, Attachment X. Staff is recommending an in-lieu fee of \$362,817, informed by Strategic Economics’ 2021 affordability gap analysis for providing apartment units at 90% of Area Median Income rents, with annual adjustment of the fee based on the California Construction Cost Index or comparable index as selected by the Community Development Director.

As part of the study, the consultant team held two stakeholder forums at the onset of the project, one with market rate developers, and a second with affordable developers and housing advocates. Participating developers asked for a more common inclusionary policy among Marin County jurisdictions, stating that the variation and complexity in the inclusionary ordinances makes it difficult to assess project costs and establish project momentum during the pre-development process. Corte Madera has already adopted

the proposed in-lieu fee and other jurisdictions have indicated their intention to do so, which would increase consistency across Marin jurisdictions.

Staff is not recommending an update to the percentage of affordable housing required, given that the City Council amended the percentage in 2021 and staff is in the process of evaluating the effectiveness of the policy in increasing housing production. Staff plans to bring forward recommendations related to commercial linkage fees – the other component of the study – in the first half of 2023.

Implementation Schedule

The increase in the affordable housing in-lieu fee is recommended to commence on July 1, 2023.

COMMUNITY OUTREACH:

Community Development, Public Works and Fire Department:

Staff conducted joint targeted outreach to stakeholder groups including the Chamber of Commerce (August 16, 2022, and September 22, 2022), local developers (August 22, 2022), Marin Builders Association (August 31, 2022) and the Marin Association of Realtors (September 30, 2022). Feedback from community engagement meetings included concerns about the impacts of the pandemic and possible recession and an emphasis on the need for clarity and simplicity around fees from the beginning of a project. Community members commented on the need to support affordable housing and multi-family housing development. Staff also received feedback that community members appreciated the Community Development Department’s great customer service and commitment to ongoing process and technology improvements.

In response to community feedback, staff are recommending that fees go into effect on July 1, 2023 to give the community time to adjust as needed. Staff are also recommending that a variety of high-volume fees, as well as permit fees for affordable and multi-family housing, be set below cost recovery levels. Additionally, staff are recommending that some fees be changed from deposit-based to flat fees to more accurately reflect the full fees up front, rather than return to applicants for payment multiple times over the lifecycle of a project.

Parking

City staff from the Parking Division conducted public outreach about the proposed fee increases. The community outreach included:

- September 1, 2022 – Briefed the CEO of the Chamber of Commerce and Director of the Business Improvement District (BID) on potential changes
- November 1, 2022 – Briefed the Chamber of Commerce CEO on the specific recommendations
- November 3, 2022 – Briefed the BID Director on the specific recommendations
- November 8, 2022 –At the request of the Chamber CEO, the Chamber of Commerce Economic Vitality Committee was briefed on the specific recommendations by Parking staff.
- November 17th, 2022 – At the request of the BID Director, the BID Board of Directors was briefed on the specific recommendations by Parking staff.

FISCAL IMPACT:

The proposed changes to the Master Fee Schedule will result in increased revenue to the City, primarily to the City’s General Fund in addition to the Parking Fund, General Plan Fund and Affordable Housing Trust Fund. Table 15 below provides a high-level summary of the current revenues and fee recovery levels by department and division as well as the cost recovery levels and estimated revenues from the recommended fee rates. Revenues from City fees fluctuate annually depending on economic

conditions, development activity, and other forces outside the City’s control. The estimated revenue totals are based on 2019 activity.

Table 15: Total Fee Change Impacts by Division/Department

	Current			Proposed		
	Annual Cost	Annual Revenue	Annual Subsidy	Annual Revenue	Increased Revenue	Recommended Subsidy
Public Works	\$779,000	\$555,000	29%	\$667,000	\$123,000	14%
Building and Safety	\$2,533,000	\$1,971,000	22%	\$2,533,000	\$562,000	0%
Planning	\$696,000	\$350,000	50%	\$570,000	\$221,000	18%
Fire Department	\$228,000	\$115,000	50%	\$228,000	\$113,000	0%
Total	\$4,236,000	\$2,991,000	29%	\$3,998,000	\$1,019,000	5.6%

The annual CPI increase will result in a variable fiscal impact depending on the prior year’s inflation estimates. These impacts will compound year over year but are designed to keep pace with rising wage and materials costs, not increase revenues for the City.

The fiscal impact related to the affordable housing in lieu fee is dependent on the number of projects that opt to use the in-lieu fee option. In 2021 and 2022, the City approved at least two projects that propose payment of an affordable housing in-lieu fee for a combined total payment of approximately \$3.5 million in in-lieu fees. Staff expects these payments to be made in fiscal year 2023/2024.

Parking

The increase in citation rates will generate an estimated \$269,000 in annual revenues. This potential increase will provide support to the Parking Fund while Parking Services works with a consulting firm to determine additional solutions to the fiscal gap and opportunities for the department.

OPTIONS:

The City Council has the following options to consider on the ordinance:

1. Introduce the ordinance for adoption as proposed.
2. Introduce the ordinance with amendments as directed by the Council.
3. Do not introduce the ordinance and provide alternative direction to staff.

The City Council has the following options to consider on each of the resolutions:

1. Adopt the resolution as presented.
2. Adopt resolution with modifications.
3. Direct staff to study other fee options and return to the City Council with more information.
4. Take no action.

RECOMMENDED ACTION:

1. Waive reading, refer to it by title only, and introduce An Ordinance of the City of San Rafael City Council Repealing and Replacing Chapter 3.34 of Title 3 of the San Rafael Municipal Code, Titled Fee and Service Charge Revenue/Cost Comparison System
2. Adopt the Resolution Amending the City Master Fee Schedule

3. Adopt the Resolution Rescinding Resolution No. 11942 And Establishing an Affordable Housing In-Lieu Fee for Developments within the City of San Rafael Equal to \$362,817 for Each Affordable Housing Unit and Providing for Annual Adjustment of Fee
4. Adopt the Resolution Amending the City's Parking Citation Fines

ATTACHMENTS:

1. Ordinance of the City of San Rafael Repealing and Replacing Chapter 3.34 of the San Rafael Municipal Code
2. Resolution Amending the City's Master Fee Schedule
3. Resolution Amending the City's Affordable Housing In-Lieu Fee
4. Resolution Amending the City's Parking Citation Fines
5. Proposed Fee Schedules
6. Current Fee Schedules
7. Consultant Reports

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SAN RAFAEL CITY COUNCIL REPEALING AND REPLACING CHAPTER 3.34 OF TITLE 3 OF THE SAN RAFAEL MUNICIPAL CODE, TITLED FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM

WHEREAS, pursuant to Article XIII B of the California Constitution, the City of San Rafael may adopt fees to cover the costs of providing regulation, products or services to the public, including direct costs, indirect costs, debt service and fixed asset recovery expenses; and

WHEREAS, State law under Government Code section 66016 permits a local agency to levy a new fee or service charge, or approve an increase in an existing fee or service charge, by ordinance or resolution; and

WHEREAS, the City Council adopts by resolution a master fee schedule of all of the various fees and charges for service collected by the City; and

WHEREAS, the City Council finds that the provisions of Chapter 3.34 of the San Rafael Municipal Code, providing a fee and service charge revenue/cost comparison system, are unnecessary because the Council desires to continue setting service fees in accordance with applicable State law and adopting such fees by resolution; and

WHEREAS, this Ordinance No. _____ was introduced and read by title only at a duly-noticed public meeting of the San Rafael City Council on the 19th day of December 2022.

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

DIVISION 1. Chapter 3.34 of Title 3 of the Municipal Code of the City of San Rafael is hereby repealed and replaced in its entirety to read as follows:

Chapter 3.34 – FEES AND SERVICE CHARGES

3.34.010 – Schedule of fees and service charges.

The city council may from time to time adopt or change fees and service charges to recover costs reasonably borne to provide any regulation, product or service to the public, including but not limited to direct costs, indirect costs, debt service, and fixed asset recovery expenses. Such fees and service charges will be adopted or changed by resolution of the city council and incorporated in a “Master Fee Schedule”.

3.34.020 – Appeal to city council.

(a) Any person who feels that any fee or service charge is in excess of the percentage of costs reasonably borne to be recovered as set out in this chapter, or that in adopting such fee or service charge the provisions of this chapter have not been complied with, may appeal in writing to the city clerk. Appeals under this

section must be filed within ninety (90) days of the adoption of the fee or service charge.

(b) No fee or service charge for which an appeal has been filed shall take effect until heard by the city council or its designee. Such appeal shall be heard within forty-five (45) days of the filing of the appeal. Such appealed fee or charge shall take effect, as originally imposed or as modified, immediately upon the decision following the hearing by the city council or its designee.

DIVISION 2.

All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the Codes hereby adopted are hereby repealed.

DIVISION 3.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The City Council of the City of San Rafael hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases shall be declared invalid.

DIVISION 4.

The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to 14 CCR Section 15061(b)(3), since it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment.

DIVISION 5.

This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published and circulated in the City of San Rafael and shall be in full force and effect 30 days after its adoption. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Council members 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.

Within fifteen (15) days after adoption, the City Clerk shall also post in the office of the City Clerk, a certified copy of the full text of this Ordinance along with the names of those Councilmembers voting for and against the Ordinance.

THE FOREGOING ORDINANCE was first read and introduced at a regular meeting of the San Rafael City Council on the 19th day of December 2022, and was passed and adopted at a regular meeting of the San Rafael City Council on the 17th day of January 2023 by the following vote, to wit:

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

Kate Colin, Mayor

Attest:

LINDSAY LARA, City Clerk

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING THE CITY MASTER FEE SCHEDULE

WHEREAS, the City of San Rafael has conducted an analysis of its services, the costs reasonably borne, the beneficiaries of those services, comparable fees charged by like agencies, and the revenues produced by those paying fees or any charges for special services; and

WHEREAS, the City wishes to comply with both the letter and spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

WHEREAS, the City has a policy of recovering costs reasonably borne of providing special services of voluntary and/or limited nature, such that general taxes are not diverted from general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, the fees included in the City's Master Fee Schedule are structured in a manner that is consistent with the City policy; and

WHEREAS, the City's Master Fee Schedule was last updated comprehensively in 2011; and

WHEREAS, since 2011, there have been changes in City services offered and the costs borne to provide services; and

WHEREAS, the City wishes to amend the Master Fee Schedule based on the current costs reasonably borne to provide services; and

WHEREAS, an amendment to the City's Master Fee Schedule was prepared and published and determined to be in compliance with all of the requirements of California Government Code and other applicable laws.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby amends the Master Fee Schedule as follows:

Section 1. Amendment to Fee Schedule

The Master Fee Schedule presented in the staff report for this resolution, along with the existing Library and Recreation fee schedules approved in 2021 and 2022, is hereby approved and directed to be computed and applied by the appropriate Departments and collected by the City's Finance Department.

Section 2. Separate Fee for Each Service

All fees set by this resolution are for each identified service; additional fees shall be required for each additional service that is requested or required. Where fees are indicated on a per unit measurement basis, the fee is for each identified unit or portion thereof, within the indicated ranges of such units.

Section 3. Basis of Charges

The Council finds and determines that the charges for services imposed by this Resolution are necessary to cover the costs of providing the specified services and do not exceed cost recovery levels, including direct and indirect costs, of providing the service.

Section 4. Interpretations

The Administrative Services Director, in consultation with the City Manager may interpret this Resolution. Should there be a conflict between two fees applicable to the same service, then the lower in dollar amount of the two shall be applied.

Section 5. Waiver of Permit Fees and Charges

The City Council may, on a case- by-case basis, grant a waiver of payment of all or portion of the fees established by this Resolution when it determines that it is in public interest to do so.

Section 6. Repeal

Resolutions and other prior actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

Section 7. Severability

If any portion of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions and all other portions shall remain in full force and effect. The City Council declares that it would have adopted this Resolution and each section or portion thereof irrespective of the validity of any other section or portion.

Section 8. Consumer Price Index (CPI) Increases

Fees shall be increased annually based on the Bureau of Labor Statistics' annual CPI estimates for the San Francisco Bay Area. Annual fee increases shall go into effect based on the schedule below.

Section 9. Effective Date

The fees provided herein shall become effective on July 1, 2023. CPI increases shall begin for Childcare fees for each new school year, beginning in August 2023. Recreation CPI increases shall begin on January 1, 2024. All other CPI increases shall be applied beginning July 1, 2024.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 19th day of December 2022, by the following vote, to wit:

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

Lindsay Lara, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESCINDING
RESOLUTION NO. 11942 AND ESTABLISHING AN AFFORDABLE HOUSING IN-LIEU FEE FOR
DEVELOPMENTS WITHIN THE CITY OF SAN RAFAEL EQUAL TO \$362,817 FOR EACH
AFFORDABLE HOUSING UNIT AND PROVIDING FOR ANNUAL ADJUSTMENT OF FEE**

WHEREAS, the San Rafael General Plan 2040 sets forth the relationship between future development and the need for new housing affordable to very low, low and moderate income households; and

WHEREAS, Section 14.16.030 of the San Rafael Municipal Code establishes requirements for the provision of affordable housing units by new residential and non-residential development projects and the option to accept fees in-lieu of the creation of new affordable housing units, with such in-lieu fees being dedicated and used by the City for the creation, rehabilitation and acquisition of off-site affordable housing units; and

WHEREAS, SRMC Section 14.16.030(D)(4) states that an in-lieu fee will be established by resolution of the City Council; and

WHEREAS, State Housing Law (Government Code Section 65580) states that local governments have a responsibility “to facilitate the improvement and development of housing...[for] all economic segments of the community”; and

WHEREAS, for the 2014-2018 period, 31% of households in San Rafael were either extremely low or very low income, and 46% of households in San Rafael were low income, based on data from the Comprehensive Housing Affordability Strategy (CHAS); and

WHEREAS, the General Plan 2040 identifies a shortage of housing affordable to very-low or low-income households caused by a variety of factors including high land and construction costs; and

WHEREAS, the lack of local, affordable housing contributes to traffic congestion within and through San Rafael due to the need for lower-wage workers to commute from outside Marin County to jobs in San Rafael; and

WHEREAS, the State-imposed Housing Needs Determination for the period from 2023 to 2031 mandates the planning for 3,220 additional housing units in San Rafael, 1349 of which are to be very low and low income units; and

WHEREAS, the purpose of the in-lieu housing fee is to help provide affordable housing units which require public assistance in situations where it is infeasible or impractical to construct such units onsite; and

WHEREAS, developers have indicated that consistency in fees across jurisdictions facilitates development by reducing the time needed to understand fee policies of individual jurisdictions; and

WHEREAS, Resolution No. 11942, previously adopted by the Council to provide for the calculation of an in-lieu fee for residential development projects, uses a methodology that is not in alignment with other jurisdictions in Marin County; and

WHEREAS, the City Council determines that the affordable housing in-lieu fee shall be based on the difference between the cost to construct a residential unit, including the costs of site improvements, off-site improvements and land, and the affordable price at which it could be sold or rented. This affordability gap was analyzed for a range of rental and ownership housing developments constructed in Marin County in the “Inclusionary Program and In-Lieu Fee Study” by Strategic Economics and Vernazza Wolfe Associates (2022) (Exhibit A). The City Council wishes to adopt an in-lieu fee based on these assumptions and annually adjusted for inflation in construction costs and land values.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby adopts this Resolution, rescinding Resolution No. 11942, establishing a new affordable housing in-lieu fee equal to \$362,817 for each affordable housing unit required to be provided by Section 14.16.030 of the San Rafael Municipal Code, and providing for annual adjustment of the fee based on the changes in the California Construction Cost Index, or comparable index as selected by the Community Development Director. The first adjustment to the City’s in-lieu fee shall be made on July 1, 2023.

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 19th day of December, 2022, by the following vote, to wit:

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

LINDSAY LARA, City Clerk

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING THE CITY'S PARKING CITATION FINES

WHEREAS, the City of San Rafael provides parking enforcement services throughout the City limits, including Downtown and in residential neighborhoods; and

WHEREAS, the City of San Rafael maintains parking spaces and garages that are available for use to the general public; and

WHEREAS, the City has the legal authority to levy and adjust parking meter and citation rates under Article XIII A, §3, of the California Constitution; and

WHEREAS, the City has not updated its citation fines since 2011 and is currently charging citation fines that are lower than its neighbors and peers; and

WHEREAS, the City desires to adjust parking citation fines to discourage parking violations, improve traffic conditions and compliance, and raise revenues.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby amends its Parking Citation Fines as follows:

Section 1. Amendment to Fine Schedule

The changes to the Parking Citation Fines presented in the staff report for this resolution are hereby approved and directed to be computed, applied and collected by the City's Parking Division.

Section 2. Interpretations

The Administrative Services Director, in consultation with the City Manager may interpret this Resolution. Should there be a conflict between two fines applicable to the same service, then the lower in dollar amount of the two shall be applied.

Section 3. Severability

If any portion of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions and all other portions shall remain in full force and effect. The City Council declares that it would have adopted this Resolution and each section or portion thereof irrespective of the validity of any other section or portion.

Section 4. Effective Date

The fines provided herein shall become effective on January 1, 2023.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 19th day of December 2022, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

City of San Rafael Master Fee Schedule

City of San Rafael
Community Development - Building/Safety and Code Enforcement

Service Name	Fee Description	Current		Staff Recommendation		
		Per Unit		Per Unit		
		Current Fee	Current Recovery %	Proposed Fee	Proposed Recovery %	
Valuation-Based Building Permit Fees						Incremental Fees to Add to Base Fee
Up to \$2,000.00	Flat	\$ 104	42%	\$ 247.00	100%	
\$2,000.01 to \$25,000	Valuation	\$ 104	42%	\$ 247.00	100%	\$ 24.00 per each additional \$1,000 above \$2,000
\$25,000.01 to \$50,000.00	Valuation	\$ 580	73%	\$ 799.00	100%	\$ 11.55 per each additional \$1,000 above \$25,000
\$50,000.01 to \$100,000.00	Valuation	\$ 958	88%	\$ 1,087.75	100%	\$ 16.07 per each additional \$1,000 above \$50,000
\$100,000.01 to \$500,000.01	Valuation	\$ 1,477	78%	\$ 1,891.25	100%	\$ 7.36 per each additional \$1,000 above \$100,000
\$500,001	Valuation	\$ 4,711	97%	\$ 4,835.25	100%	\$ 13.56 per each additional \$1,000 above \$500,000
\$1,000,000.01 to \$5,000,000.00	Valuation	\$ 8,176	70%	\$ 11,615.25	100%	\$ 4.19 per each additional \$1,000 above \$1M
Greater than \$5,000,000	Valuation	\$ 29,167	103%	\$ 28,375.25	100%	\$ 4.19 per each additional \$1,000 above \$5M
Valuation-Based Plan Check Fees						
Building/Structural	% of bldg pmt	65%	100%	65%	100%	
Energy	% of bldg pmt	10%	100%	10%	100%	
Additional Plan Review	Hourly, 1/2 hr. min.	\$ 125	70%	\$ 179	100%	
Renewables						
Photovoltaic						
<i>Residential System</i>						
15kW or less	Set by State	\$ 450		\$ 450	n/a	
More than 15kW	Set by State			\$450 + \$15 per kW above 15kW	n/a	
<i>Commercial System</i>						
50kW or less	Set by State	\$ 1,000		\$ 1,000	n/a	
50 - 250kW	Set by State	\$ -		\$1,000 + \$7 per kW above 50kW	n/a	
More than 250kW	Set by State	\$ -		\$2,400 + \$5 per kW above 250kW	n/a	
Solar Thermal						
<i>Residential System</i>						
10kW or less	Set by State	\$ 450		\$ 450	n/a	
More than 10kW	Set by State	\$ -		\$450 + \$15 per kW above 10kW	n/a	
<i>Commercial System</i>						
30kW or less	Set by State	\$ 1,000		\$ 1,000	n/a	
30 - 260kW	Set by State	\$ -		\$1,000 + \$7 per kW above 30kW	n/a	
More than 260kW	Set by State	\$ -		\$2,610 + \$5 per kW above 260kW	n/a	

City of San Rafael Master Fee Schedule

Service Name	Fee Description	Current		Staff Recommendation	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Proposed Fee	Proposed Recovery %
Mechanical, Electrical and Plumbing Permits - Valuation					
See Exhibits A2, A3 and A4					
Residential Building Reports *					
Appeal	Flat	\$ 100	50%	\$ 100	50%
Single Family, Duplex (per unit)	Flat	\$ 290	63%	\$ 350	75%
Multi-Family					
First Unit	Flat	\$ 270	58%	\$ 330	71%
Each Additional Unit	Flat	\$ 30	75%	\$ 40	100%
Condominiums	Flat	\$ 255	55%	\$ 350	75%
Other Fees					
Inspections outside normal hours:				\$	-
After hours	Hourly, 2 hr min.	\$ -	0%	\$ 269	100%
Weekends/Holidays	Hourly, 2 hr min.	\$ -	0%	\$ 359	100%
Reinspection fee	New, Hourly, 1 hr. min.	\$ -	0%	\$ 179	100%
Administrative Review	New, Hourly, 1/2 hr. min.	\$ -	0%	\$ 194	100%
Permit Renewal Fee (for expired permits) - 2 year permit	New, %	\$ -	0%	15%	75%
Board of Appeals Fee:	New, Flat	\$ -	0%	\$ 1,000	17%
Building Investigation Fee	3x Building Permit Fee	\$ -	0%	3x Building Permit Fee	100%

*Non refundable

**New fee to fund new and routine upgrades to Permit Management System, Electronic Plan Review Software, Digital Inspection Software, Record Digitalization, Software integrations, and Enterprise Resource Planning System.

Note: State mandated charges will be added to the building permit fees pursuant to state law as follows, or as state law may hereafter be amended:

CA Green Building Fund:

\$4 for every \$100,000 valuation (minimum of \$1 regardless of valuation).

10% of surcharge retained by City for administrative costs, code enforcement education, etc., per statute Health & Safety Code Section 18931.6)

S.M.I.P.:

0.013% (\$13 per \$100,000) of valuation for residential occupancies of no more than 3 stories

0.028% (\$28 per \$100,000) of valuation for all other occupancies

5% of surcharge retained by the City for data utilization, seismic mapping, etc.; per statute.

(Public Resources Code Section 2705)

Exhibit A2

Mechanical Permit Fees

		Current
Furnace or Heater:		
	Up to 100,000 BTU	\$20.00
	Over 100,000 BTU	\$24.70
	Floor Furnace	\$20.00
	Wall Furnace, unit heater	\$20.00
	Furnace/AC Alteration or Repair	\$19.00
	Diffuser (ea)	\$1.60
Gas Piping, up to 4 outlets		\$6.30
Each additional gas outlet		\$1.60
Boiler, Compressor, Refrigeration		
	0-3 HP 100 M BTU	\$20.00
	4-15Hp, 100-500M BTU	\$37.25
	16-30 Hp, 500-1000M BTU	\$51.00
	31-50 Hp, 1000-1750M BTU	\$75.60
	Over 50 Hp or 1750M BTU	\$126.50
Air Handlers		
	Under 10,000 CFM	\$14.70
	Over 10,000 CFM	\$24.70
Evaporative Coolers		\$14.70
Ventilation Hoods		\$14.70
Appliance Vent or Fan		\$10.00
Ventilation system, not part of furnace		\$14.70
Other not listed		\$14.70
Special Inspection/Investigation or reinspect		\$67.70
Permit Fee		
	Normal	\$32.00
	Supplemental	\$10.00
	Minimum	\$125.00

Exhibit A3

Electrical Permit Fees

		Current
New Residential Construction/Addition		
	Multi Family	\$0.068/sqft.
	Single Family	\$0.077/sqft.
Swimming Pools		\$67.70
Photovoltaic System-Residential		\$169.50
Photovoltaic Systems-Commercial		\$968.60
Carnivals & Circuses		
Generators, electric rides		\$32.00
Booths each		\$10.00
Temporary Power pole		\$32.00
Tamp. Lighting, Christmas Tree lots		\$16.80
Unit fee schedule		
Outlets: Plugs, switches		
	First 20	\$1.60
	Each additional	\$1.05
Fixtures:		
	First 20	\$1.60
	Each additional	\$1.05
	Pole lights	\$1.60
Appliances < 1 (hp) (kw) (kva)		
	Residential	\$6.30
	Non-residential	\$6.30
Power Apparatus (HP or KW)		
	Up to 1	\$6.30
	Over 1 and not over 10	\$16.80
	Over10 and not over 50	\$33.60
	Over 50 not over 100	\$67.70
	Over 100	\$102.00
Busways 100 ft or fraction		\$10.00
Signs, one circuit		\$33.60
	Circuit or subfeed	\$24.70
Services		
	<600v, up to 200A	\$37.25
	<600v, 200A to 1000A	\$75.60
	>600v or over 1000A	\$151.70
	Addnl. Meter (ea)	\$10.00
Miscellaneous Apparatus/panels		\$24.70
Special Inspection/Investigation or reinspect		FBHR
Permit Fee		
	Normal	\$32.00
	Supplemental	\$10.00
	Minimum	\$125.00

Exhibit A4

Plumbing Permit Fees

Water Closets		\$9.50
Wash Basins		\$9.50
Tubs/ Showers		\$9.50
Sinks		\$9.50
Floor Drains		\$9.50
Grease Trap		\$9.50
Other fixtures or traps		\$9.50
Sewage Ejector		\$54.60
Building Sewer		\$20.50
Private Sewage System		\$54.60
Water Heater		\$9.50
Gas Piping, 1-5 outlets		\$7.00
	Additional, ea.	\$1.60
Water Piping		\$9.50
Repair, waste and vents		\$9.50
Vacuum Breaker 1-2		\$7.00
Backflow prevention		
2" or less		\$9.50
Over 2"		\$20.50
Medical gas system		\$68.25
Additional outlets > 5		\$7.00
Rainwater System (inside)/per drain.		\$9.50
Graywater system		\$54.60
Lawn Sprinkler System		\$9.50
Special Inspection/Investigation or reinspect		FBHR
Permit Fee		
	Normal	\$27.30
	Supplemental	\$13.70
	Minimum	\$125.00

City of San Rafael Master Fee Schedule

City of San Rafael

Planning Fees

Service Name	Fee Description	Current		Recommendations	
		Per Unit		Recommended Fee/Deposit	Recommended Recovery %
		Current Fee	Current Recovery %		
Mapping					
Lot Line Adjustment	Flat Fee	\$ 3,131	52%	\$ 6,075	100%
Small Subdivision	Flat Fee	\$ 3,735	28%	\$ 13,457	100%
Tentative Map	Deposit	\$ 7,293	41%	\$ 17,588	100%
Map Amendment and Extensions	Flat Fee	\$ 2,239	29%	\$ 7,833	100%
Certificates of Compliance	Flat Fee	\$ 3,410	60%	\$ 5,642	100%
Exception (Subdivision Ordinance)	Flat Fee	\$ 2,761	41%	\$ 6,760	100%
Development and Annexation					
Development Agreement	Deposit	\$ 11,534	40%	\$ 28,606	100%
Use Permit					
Use Permit - Administrative/Staff level	Flat Fee	\$ 398	103%	\$ 387	100%
Use Permit – Administrative/Temporary	Flat Fee	\$ 1,420	77%	\$ 1,840	100%
Use Permit - Zoning Administrator	Flat Fee	\$ 2,476	55%	\$ 2,707	60%
Use Permit - Planning Commission	Flat Fee	\$ 4,305	49%	\$ 8,815	100%

City of San Rafael Master Fee Schedule

City of San Rafael

Planning Fees

Service Name	Fee Description	Current		Recommendations	
		Per Unit		Recommended Fee/Deposit	Recommended Recovery %
		Current Fee	Current Recovery %		
Variances					
Minor Variance - Zoning Administrator	Flat Fee	\$ 2,508	59%	\$ 4,239	100%
Variance - Planning Commission	Flat Fee	\$ 3,767	43%	\$ 8,815	100%
Reasonable Accommodation for Disabled	Flat Fee	\$ 964	26%	\$ 964	26%
Exception (Zoning)	Flat Fee	\$ 1,023	56%	\$ 1,840	100%
Exception (Hillside)	New, Flat Fee	\$ -	0%	\$ 2,742	100%
Design Review					
Design Review (Staff/Administrative)	Flat Fee	\$ 1,167	40%	\$ 2,938	100%
Design Review – Over the counter (Staff/Administrative)	Flat Fee	\$ 398	103%	\$ 387	100%
Design Review – Staff With DRB	Flat Fee	\$ 3,564	47%	\$ 7,650	100%
Design Review - Zoning Administrator	Flat Fee	\$ 2,258	40%	\$ 5,639	100%
Design Review – Planning Commission	Flat Fee	\$ 8,523	56%	\$ 15,152	100%
Conceptual Review	Flat Fee	\$ 1,750	35%	\$ 3,000	61%
Sign Review – Staff	Flat Fee	\$ 255	102%	\$ 249	100%

City of San Rafael Master Fee Schedule

City of San Rafael
Planning Fees

Service Name	Fee Description	Current		Recommendations	
		<i>Per Unit</i>		Recommended Fee/Deposit	Recommended Recovery %
		Current Fee	Current Recovery %		
Sign Program – Minor (Staff)	Flat Fee	\$ 1,049	75%	\$ 1,397	100%
Sign Program – Major (Planning Commission)	Flat Fee	\$ 4,303	54%	\$ 8,038	100%
Sign Review – Minor Exception	Flat Fee	\$ 1,043	75%	\$ 1,397	100%
Sign Review – Major Exception	Flat Fee	\$ 4,220	52%	\$ 8,038	100%
Temporary Banner Permit	Flat Fee	\$ 132	71%	\$ 186	100%
Appeals to Planning Commission - Non-Applicant (Resident)	Flat Fee	\$ 300	4%	\$ 350	5%
Appeals to Planning Commission - Applicant or Non-Resident	Deposit	\$ 4,843	63%	\$ 5,000	65%
Appeals to City Council - Non-Applicant (Resident)	Flat Fee	\$ 350	4%	\$ 350	4%
Appeals to City Council - Applicant or Non-Resident	Deposit	\$ 4,476	51%	\$ 5,000	57%
Negative Declaration	Deposit	\$ 10,346	59%	\$ 17,658	100%
Monitoring of mitigation measures and conditions of approval	Deposit	\$ 5,000	77%	\$ 6,471	100%
General Plan Amendment	Deposit	\$ 8,646	48%	\$ 17,889	100%
Rezoning/Pre-Zoning	Deposit	\$ 7,176	40%	\$ 17,889	100%
Planned District	Deposit	\$ 11,194	59%	\$ 18,879	100%

City of San Rafael Master Fee Schedule

City of San Rafael

Planning Fees

Service Name	Fee Description	Current		Recommendations	
		Per Unit		Recommended Fee/Deposit	Recommended Recovery %
		Current Fee	Current Recovery %		
Pre Application Meeting/Letter	Flat Fee	\$ 1,191	17%	\$ 2,086	30%
Licensing Agreement (Outdoor Dining)	Flat Fee	\$ 564	33%	\$ 1,717	100%
Certificate of Appropriateness for alteration of historic structure	Deposit	\$ 5,430	57%	\$ 9,554	100%
Certificate of Public Convenience and Necessity for alcoholic beverage license	Deposit	\$ 1,612	54%	\$ 2,992	100%
Neighborhood Meeting	Deposit	\$ 1,440	52%	\$ 2,796	100%
Planning/Zoning research (includes review of SB35 applications)	Deposit, Per Hour	Actual Cost	100%	\$ 157	100%
General Plan Maintenance Fee	Surcharge to building permit fee	35% of building permit fee		35% of building permit fee	N/A
Planning Review of Building Permits - Multi-family	Change from Hourly to % of Building Payment	N/A		10% of building permit fee	50%
Planning Review of Building permits - All Others	Change from Hourly to % of Building Payment	N/A		20% of building permit fee	100%
Archaeology Referral	Flat Fee	\$ 80	100%	\$ 80	100%
Small Cell Permit	Deposit	\$ 2,000	40%	\$ 4,970	100%
Telecomms Permit	Flat Fee	\$ 2,000	200%	\$ 1,000	100%
Short Term Rental Registration - first year	Flat Fee	\$ 170	100%	\$ 170	100%

City of San Rafael Master Fee Schedule

City of San Rafael
Planning Fees

Service Name	Fee Description	Current		Recommendations	
		Per Unit		Recommended Fee/Deposit	Recommended Recovery %
		Current Fee	Current Recovery %		
Short Term Rental - renewal	Flat Fee	\$ 135	100%	\$ 135	100%
<i>Certified Massage Establishment Certificate or Operator Permit:</i>					
Certified Massage Establishment - Sole Proprietor Registration	Flat Annual Fee	\$ 63	31%	\$ 203	100%
Certified Massage Establishment - Registration with Employees	Flat Annual Fee	\$ 124	43%	\$ 290	100%
Certified Massage Establishment -Changes to File/Business	Flat Annual Fee	\$ 25	0%	\$ 25	100%
Certified Massage Establishment -time extension	new			50% of original fee	

Consultant costs will be charged to the deposit account plus 25% to cover contract administration and review of consultant work product.
 Multiple application discount: when multiple applications are filed simultaneously, a 25% discount on each deposit-based application type will apply.

City of San Rafael Master Fee Schedule

City of San Rafael

Public Works

Service Name	Fee Description	Current		Recommendations	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Document/Information Services					
8.5" x 11"	Per Print	\$ 10	6650%	\$ 0.15	100%
11" x 17"	Per Print	\$ 15	7552%	\$ 0.20	100%
24" x 36"	Per Plot	\$ 25	9790%	\$ 0.26	100%
36" x 48"	Per Plot	\$ 30	294%	\$ 10	100%
Public Records Request ¹	Per Print	\$ -	0%	\$ 0.15	100%
Property Information Request	Per Request	\$ -	0%	\$ 208	100%
Flood Plain Letter Response	Per Response	\$ 167	74%	\$ 227	100%
Custom Map/ Document Production	Hourly Rates	\$ -	0%	Hourly Rates	100%
Transportation Services					
Oversize Load Review - Single Trip	Set by State	\$ 16	19%	\$ 16	19%
Oversize Load Review - Annual	Set by State	\$ 92	36%	\$ 92	36%
Oversize Load Review - Repetitive (6 month max)	Set by State	\$ 92	36%	\$ 92	36%
Police Escort Services (Two hr min.)	Flat + Hourly	\$ 301	86%	\$ 348	100%

City of San Rafael Master Fee Schedule

City of San Rafael Public Works

Service Name	Fee Description	Current		Recommendations	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Encroachment Permits					
Minor Continuing Encroachment Permits	Flat Fee	\$ 368	75%	\$ 493	100%
Revocable License Agreements for Major Continuing Encroachment	Flat Fee	\$ 2,394	98%	\$ 2,435	100%
Utility/Special District Encroachment Permits		Flat + TCP count			
Base Fee (incls 1 Traffic Control Plan)	Flat	\$ 919	93%	\$ 986	100%
Each Additional TCP	Each	\$ -	0%	\$ 411	100%
Temporary Encroachment Permit ²					
Small - debris or moving boxes and parking changes	Flat Fee	\$ 246	144%	\$ 50	29%
Standard - all other (Up to \$20K of improvements/Infrastructure. Greater than \$20k see improvement section fees 32, 32.1 & 33)	Flat Fee	\$ 246	69%	\$ 358	100%
PW Review of Building and Planning Permit ³					
Full Review ⁴	Per Review	\$ -	0%	\$ 454	100%
Over the Counter Review	Per Review	\$ -	0%	\$ 113	100%
Construction Inspection - Onsite Improvements	When required, per inspection	\$ -	0%	\$ 164	100%
Flood Zone Project	New, Flat	\$ -	0%	\$ 340	100%
Hydrology Study	New, Flat	\$ -	0%	\$ 454	100%

City of San Rafael Master Fee Schedule

City of San Rafael Public Works

Service Name	Fee Description	Current		Recommendations	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Traffic Study: Assumptions Memo	New, Flat	\$ -	0%	\$ 817	100%
Traffic Study: Impact Report	New, Flat	\$ -	0%	\$ 4,086	100%
E.12 Regulated Project/Stormwater Control Plan	New -Flat Fee	\$ -	0%	\$ 1,134	100%
Geotechnical Study	New - Flat Fee	\$ -	0%	\$ 680	100%
3rd Party Geotechnical Peer Review	Actual Cost + Surcharge	\$ -	0%	Actual cost + 20% administrative fee	100%
Consultant 3rd Party Review	New, %	\$ -	0%	Actual cost + 20% administrative fee	100%
City Surveyor Review	New, %	\$ -	0%	Consultant actual cost + 20% administrative fee	100%
Parcel Map Plan Check (Minor Subdivision)	Flat Fee	\$ 713	63%	\$ 1,134	100%
Final Map Plan Check (Major Subdivision)	Deposit + Hourly	\$ 3,285	0%	\$1,815 Deposit	100%
Lot Line Adjustment Review	New - Flat Fee	\$ -	0%	\$ 1,134	100%
Tentative Map Review	New - Deposit + Hourly	\$ -	0%	\$1,815 Deposit	100%
Right-of-Way Improvements/Infrastructure - Plan Checking and Inspection					
\$0 - \$20k cost of improvements	Flat Fee	\$ 246			

City of San Rafael Master Fee Schedule

City of San Rafael Public Works

Service Name	Fee Description	Current		Recommendations	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
\$20k - \$50k cost of improvements	Flat Fee	\$ 246	40%	\$ 618	100%
\$50k - \$100k cost of improvements	Flat Fee	\$ 246	20%	\$ 1,235	100%
\$100k+ cost of improvements	Deposit + Hourly	\$ 246	5%	\$ 4,942	100%
Improvement/Subdivision Inspections					
<i>Curb and Gutter Inspection:</i>					
Projects under \$5,000	Delete	\$ 368			
Projects over \$5,000	Delete	\$ 2,615			
<i>Sidewalk Inspection:</i>					
Projects under \$5,000	Delete	\$ 368			
Projects over \$5,000	Delete	\$ 2,516			
<i>Driveway Approaches:</i>					
Projects under \$5,000	Delete	\$ 368			
Information Request Services					
Projects over \$5,000	Delete	\$ 2,615			
<i>Multiple Driveways</i>					
		\$ -	0%	\$ -	100%

City of San Rafael Master Fee Schedule

City of San Rafael

Public Works

Service Name	Fee Description	Current		Recommendations	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Projects under \$5,000	Delete	\$ 368			
Projects over \$5,000	Delete	\$ 2,615			
Grading Permits - Plan Check and Inspections (includes NPDES)					
Permit and Plan Check	Flat Fee	\$ 869	111%	\$ 782	100%
Seasonal Grading Inspections (rain seasons)	Per rainy season (Oct 15 - Apr 15)	\$ -	0%	\$ 1,563	100%
Water Use Permits					
Water Course Permits	Flat Fee	\$ 31	7%	\$ 454	100%
Tide Land Permits - Dredged Material	Flat Fee	\$ 1	0%	\$ 618	100%
Tide Land Permits - Other Tidelands Permits	deposit + hourly	\$ 500	81%	\$ 618	100%
Streetary Permits					
Application fee	Flat Fee	\$ 2,000	100%	\$ 2,000	100%
Annual Encroachment Lease fee	Annual Flat Fee	\$ 3,600	na	\$ 3,600	na

City of San Rafael Master Fee Schedule

City of San Rafael Public Works

Service Name	Fee Description	Current		Recommendations	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Deposit	Deposit	\$ 2,000	na	\$ 2,000	na
Special Studies (new)					
Special Studies (reimbursement)	Flat Fee	\$ 2,056	45%	Actual cost + 20% surcharge	100%

Footnotes

- 1) Public Records Request fees may be waived at the City's sole discretion for requests totaling fewer than 50 pages per request.
- 2) Temporary Encroachment Permit Fees: there is no charge for debris boxes if placed on private property.
- 3) PW Review of Building & Planning Permit - All planning and building permit submissions may be referred to third-party review by an external consultant or the City Surveyor at the discretion of Department of Public Works staff. The applicant is responsible for reimbursement of any fees accrued by external consultants or City Surveyor.
- 4) Fee is per review. Fee may be charged several times if there are multiple reviews of the project.

City of San Rafael Master Fee Schedule

City of San Rafael

Fire

		Current		Recommended	
		Per Unit		Per Unit	
Service Name	Fee Description	Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Fire Inspections					
Nuisance Alarm Fee	Engine Company FBHR, 2 hr minimum	\$ -	0%	\$ 413	100%
Fire Inspections - Operational Permits					
Aerosol Products	Flat Fee	\$ 240	95%	\$ 251	100%
Amusement Buildings	Flat Fee	\$ 240	95%	\$ 251	100%
Aviation Facilities	Flat Fee	\$ 240	95%	\$ 251	100%
Carnivals and Fairs	Flat Fee	\$ 240	95%	\$ 251	100%
Cellulose Nitrate Film	Flat Fee	\$ 240	95%	\$ 251	100%
Combustible Dust-Producing Operations	Flat Fee	\$ 240	95%	\$ 251	100%
Combustible Fibers	Flat Fee	\$ 240	95%	\$ 251	100%
Compressed Gases	Flat Fee	\$ 240	95%	\$ 251	100%
Covered Mall Buildings	Flat Fee	\$ 240	95%	\$ 251	100%
Cryogenic Fluids	Flat Fee	\$ 240	95%	\$ 251	100%
Cutting and Welding	Flat Fee	\$ 240	95%	\$ 251	100%
Dry Cleaning Plants	Flat Fee	\$ 240	95%	\$ 251	100%

City of San Rafael Master Fee Schedule

City of San Rafael Fire

Service Name	Fee Description	Current		Recommended	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Exhibits and Trade Shows	Flat Fee	\$ 240	95%	\$ 251	100%
Explosives	Flat Fee	\$ 240	95%	\$ 251	100%
Blasting - First	Flat Fee	\$ 240	95%	\$ 251	100%
Blasting - Each Additional	Each Addtl	\$ 150	119%	\$ 126	100%
Fire Hydrants and Valves	Flat Fee	\$ 240	95%	\$ 251	100%
Flammable and Combustible Liquids	Flat Fee	\$ 240	95%	\$ 251	100%
Floor Finishing	Flat Fee	\$ 240	95%	\$ 251	100%
Fruit and Crop Ripening	Flat Fee	\$ 240	95%	\$ 251	100%
Fumigation and Thermal Insecticidal Fogging	Flat Fee	\$ 240	95%	\$ 251	100%
Hazardous Materials	Flat Fee	\$ 240	95%	\$ 251	100%
HPM Facilities	Flat Fee	\$ 240	95%	\$ 251	100%
High-piled Storage	Flat Fee	\$ 240	95%	\$ 251	100%
Hot Work Operations	Flat Fee	\$ 240	95%	\$ 251	100%
Industrial Ovens	Flat Fee	\$ 240	95%	\$ 251	100%
Lumber Yards and Woodworking Plants	Flat Fee	\$ 240	95%	\$ 251	100%

City of San Rafael Master Fee Schedule

City of San Rafael Fire

Service Name	Fee Description	Current		Recommended	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Liquid-or Gas-fueled Vehicles or Equipment in Assembly Buildings	Flat Fee	\$ 240	95%	\$ 251	100%
LP-gas	Flat Fee	\$ 240	95%	\$ 251	100%
Magnesium	Flat Fee	\$ 240	95%	\$ 251	100%
Miscellaneous Combustible Storage	Flat Fee	\$ 240	95%	\$ 251	100%
Open Burnings	Flat Fee	\$ 240	95%	\$ 251	100%
Open Flames and Torches	Flat Fee	\$ 240	95%	\$ 251	100%
Open Flames and Candles	Flat Fee	\$ 240	95%	\$ 251	100%
Organic Coatings	Flat Fee	\$ 240	95%	\$ 251	100%
Places of Assembly	Flat Fee	\$ 240	95%	\$ 251	100%
Private Fire Hydrants	Flat Fee	\$ 240	95%	\$ 251	100%
Pyrotechnic Special Effects Material	Flat Fee	\$ 240	95%	\$ 251	100%
Public Fireworks Displays	Flat Fee	\$ 770	36%	\$ 2,138	100%
Pyroxylin Plastics	Flat Fee	\$ 240	95%	\$ 251	100%
Refrigeration Equipment	Flat Fee	\$ 240	95%	\$ 251	100%
Repair Garages and Motor Fuel-Dispensing Facilities	Flat Fee	\$ 240	95%	\$ 251	100%

City of San Rafael Master Fee Schedule

City of San Rafael

Fire

Service Name	Fee Description	Current		Recommended	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Rooftop Heliports	Flat Fee	\$ 240	95%	\$ 251	100%
Spraying or Dipping	Flat Fee	\$ 240	95%	\$ 251	100%
Storage of Scrap Tires and Tire Byproducts	Flat Fee	\$ 240	95%	\$ 251	100%
Temporary Membrane Structures and Tents	Flat Fee	\$ 240	95%	\$ 251	100%
Tire-Rebuilding Plants	Flat Fee	\$ 240	95%	\$ 251	100%
Waste Handling	Flat Fee	\$ 240	95%	\$ 251	100%
Wood Products	Flat Fee	\$ 240	95%	\$ 251	100%
Other Special Hazard Operations or Use	Flat Fee	\$ 240	95%	\$ 251	100%
*Multiple Operational Permits	First permit at full price, each additional at 50% of schedule above	\$ -	0%	First permit at full price, each additional at 50% of schedule above	100%
Fire Inspections - Construction Permits					
Automatic fire-extinguishing systems	Flat Fee	\$ 300	95%	\$ 314	100%
Fire sprinkler system single family dwelling	Base + \$4 per sprinkler	\$ 300	95%	\$ 314	100%
Fire sprinkler systems with 10 sprinklers or less	Base + \$4 per sprinkler	\$ 300	95%	\$ 314	100%

City of San Rafael Master Fee Schedule

City of San Rafael

Fire

Service Name	Fee Description	Current		Recommended	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Fire sprinkler systems with 11 sprinklers or more	Base + \$4 per sprinkler	\$ 450	143%	\$ 314	100%
Backflow Preventer Assembly	Flat Fee	\$ 150	119%	\$ 126	100%
Battery Systems	Flat Fee	\$ 300	95%	\$ 314	100%
Compressed Gases	Flat Fee	\$ 300	95%	\$ 314	100%
Emergency Response Radio Coverage System	Flat Fee	\$ 300	95%	\$ 314	100%
Fire Alarm and Detection Systems and Related Equipment	Base +4 per device	\$ 300	95%	\$ 314	100%
Fire Pumps and Related Equipment	Flat Fee	\$ 450	143%	\$ 314	100%
Flammable and Combustible Liquids - 1st tank	Flat Fee	\$ 300	95%	\$ 314	100%
Flammable and Combustible Liquids - each addtl tank	Each Addtl Tank	\$ 150	96%	\$ 157	100%
Hazardous Materials	Flat Fee	\$ 300	95%	\$ 314	100%
Industrial Ovens	Flat Fee	\$ 300	95%	\$ 314	100%
LP-Gas	Flat Fee	\$ 300	95%	\$ 314	100%
Private Fire Hydrant	Flat Fee	\$ 150	48%	\$ 314	100%
Spraying or Dipping Process	Flat Fee	\$ 300	95%	\$ 314	100%
Standpipe System	Flat Fee	\$ 300	95%	\$ 314	100%

City of San Rafael Master Fee Schedule

City of San Rafael Fire

Service Name	Fee Description	Current		Recommended	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Temporary Membrane Structures and Tents	Flat Fee	\$ 300	95%	\$ 314	100%
Underground Fireline	Flat Fee	\$ 300	95%	\$ 314	100%
Vegetation Management Fire Protection Plan	Flat Fee	\$ 300	80%	\$ 377	100%
Work (repair, replacement, relocation)	Flat Fee	\$ 50	32%	\$ 157	100%
Fire Inspections - Other Fire Prevention Fees					
Consultation	Flat Fee -2 hour min	\$ -	0%	\$ 251	100%
Plans review	Flat Fee -2 hour min	\$ -	0%	\$ 251	100%
Inspection	Flat Fee -2 hour min	\$ -	0%	\$ 251	100%
Reinspection	Flat Fee -2 hour min	\$ -	0%	\$ 251	100%
Investigation fee for performing work without an approved permit	2 x normal permit fee + permit fee	\$ -	0%	2 x normal permit fee + permit fee	100%
Inspections outside normal work hours: Early or late inspections on normal work days	Flat Fee	\$ -	0%	\$ 359	100%
Inspections outside normal work hours: Call back or weekend inspections	Flat Fee	\$ -	0%	\$ 717	100%
Fire/Smoke damper inspection - up to 4 dampers	Delete	\$ 150			
Fire/Smoke damper inspection - each additional damper	Delete	\$ 40			

City of San Rafael Master Fee Schedule

City of San Rafael

Fire

Service Name	Fee Description	Current		Recommended	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Fire hydrant flow test and report	Flat Fee	\$ 200	80%	\$ 251	100%
Fire Inspections - SFM Fire Clearance Inspections					
Fire clearance inspection	Flat Fee	\$ 150	80%	\$ 189	100%
Commercial Life Safety Inspections					
Business type 1	Per Year	\$ 24	76%	\$ 31	100%
Business type 2	Per Year	\$ 63	100%	\$ 63	100%
Business type 3	Per Year	\$ 109	87%	\$ 126	100%
Business type 4	Per Year	\$ 200	80%	\$ 251	100%
Reinspection (after 2nd reinspection)	Each	\$ 61	49%	\$ 126	100%
Fire and Life Safety Plan Checks					
Fire Code Review of Building Permit	50% of building plan check fee	\$ -	0%	50% of building plan check fee	100%
Fire Services - Fire Inspections					
Liability for Persons Causing Emergencies	Actual Cost	\$ -	0%	Actual Cost	100%
Fire Watch	Actual Cost	\$ -	0%	Actual Cost	100%
Fire Services - Hazardous Materials					

City of San Rafael Master Fee Schedule

City of San Rafael

Fire

Service Name	Fee Description	Current		Recommended	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
Fire Code Related Hazardous Materials Inspections	No Fee	\$ -	0%	\$ -	100%
Hazardous Materials – Residential	Actual Cost	\$ -	0%	Actual Cost	100%
Consultative Services – Hazardous Materials	No Fee	\$ -	0%	\$ -	100%
Fire Services - Fire Reports					
Fire Reports	Varies	\$ 17	43%	\$ 39	100%
Fire Services - Emergency Medical Services					
ALS Bundled Base Rate	Flat Fee	\$ 2,075	55%	\$ 2,075	55%
BLS Bundled Base Rate	Flat Fee	\$ 2,075	55%	\$ 2,075	55%
First Responder Fee	Flat Fee	\$ 358	55%	\$ 358	55%
Oxygen	Flat Fee	\$ 157	55%	\$ 157	55%
Mileage per mile	Per Mile	\$ 49	55%	\$ 49	55%
Treat No Transport	Flat Fee	\$ 423	55%	\$ 423	55%
Fire Services					
Fire/EMS Training and Education	Actual Cost	FBHR	100%	FBHR	100%
Fire Protection Services - CSA #19	CSA#19 Agreement	Per Contract	100%	Per Contract	100%

City of San Rafael Master Fee Schedule

City of San Rafael Fire

Service Name	Fee Description	Current		Recommended	
		Per Unit		Per Unit	
		Current Fee	Current Recovery %	Recommended Fee	Recommended Recovery %
New Fees					
Exemption from the Vegetation Ordinance	New	\$ -	0%	\$ 126	100%
Multi-Family dwelling inspections	New	\$ -	0%	\$ 153	100%
Short-Term Rental Inspection	New	\$ -	0%	\$ 126	100%
Excessive Public Assist Calls	New	\$ -	0%	\$ 413	100%

Fee # 124 based on an agreement with County Service Area 19 (unincorporated San Rafael)

Fee #116-122 Fire Services - Emergency Medical Services - Fees may include ambulance dispatch and fuel surcharge (mileage) component.

Fee #123 Fully burndended hourly rate (FBHR) plus any supplies or materials required to conduct training

City of San Rafael Master Fee Schedule



01	General Services	Service Description	Charge
	01.01	Bad Check Charges	
		01.01.10 NSF Check Processing	\$ 25.00 (includes bank processing fee)
	01.02	Business Licenses	
		01.02.10 Business application review	\$ 88.00 home occupation \$ 118.00 commercial location \$ 98.00 in town moving fee (to commercial) \$ 68.00 in town moving fee (to residential) \$ 10.00 for change of ownership
		01.02.12 Regulatory License Processing –Tobacco, Gun Sales	\$ 99.00 for police permit \$ 99.00 for police permit renewal \$ 48.00 for tobacco permit \$ 3.00 for tobacco renewal
		01.02.13 Business License Renewal Processing	\$ 12.00 each
		01.02.15 Business License Listing	\$ 12.00 each
		01.02.20 Closing Out Sale permit	\$ 39.00 initial \$ 25.00 renewal
		01.02.25 Payment Plan Processing	\$ 35.00
	01.03	Agenda Fees	
		01.03.10 Agenda Subscription Service	\$ 74.00
		01.03.20 Minutes Subscription Service	\$ 74.00
	01.04	Reproduction Work	
		01.04.20 Photocopies	\$ 0.10 per page – FPPC \$ 0.15 per page – other public documents
		01.04.30 Bound Reports	Established at time of publication
		01.04.40 Annual Budget/CAFR/audit	Established at time of publication
		01.04.50 Copies from microfilming	Large format drawings (plans): \$ 4.50 first sheet plus \$ 1.50 each additional sheet Small sheets (8 ½ x 11): \$ 3.00 first sheet plus \$ 0.15 each additional sheet
	01.05	City Clerk Documents	
		01.05.10 City of San Rafael Municipal Code	Actual cost per city clerk
		01.05.20 Certificate of Documents	\$ 8.00 plus copy fees of \$0.15 per page

City of San Rafael Master Fee Schedule



01	General Services	Service Description	Charge
	01.06	Special Services	
		01.06.10	Public use - Council Chambers-inc. sound
		01.06.20	Public use - Council Chambers-no sound
			\$ 200.00
			\$ 175.00
		01.06.30	Banner Hanging - Downtown
			\$ 275.00 Horizontal Banner \$ 20.00 each for Vertical Banners with minimum one block
		01.06.40	RDA - Application Processing Special Events Permit
			\$ 40.00 Non-Profits and BID \$ 80.00 All Others
		01.06.41	RDA - Special Events Application Deposit. For cleaning and possible damages. Refundable if condition is acceptable.
			Refundable Deposit: \$ 200.00 One block or plaza \$ 360.00 Two or more blocks
		01.06.42	RDA - Scouting of Film Location
			Actual hours of FBHR
		01.06.43	Event Planning & Coordination
			Actual hours of FBHR

City of San Rafael Master Fee Schedule



03	Police Services	Service Description	Charge
	03.01	Fingerprinting	
		03.01.10	Fingerprinting - Non-criminal
			\$ 12.00 plus applicable state and federal fees as needed
	03.03	Concealed Weapons	
		03.03.00	Concealed Weapon Application Review
			\$ 100.00 - subject to State limitation
		03.03.20	Concealed Weapon Renewal Review
			\$ 25.00 - subject to State limitation
	03.07	Response Services	
		03.07.10	Alarm Permits
			\$ 74.00
			Per false alarm in a twelve-month period
			\$ 0.00 - 1st and 2nd response
			\$ 140.00 - 3rd response and subsequent responses
		03.07.12	False Alarm Responses
	03.08	DUI Fees	
		03.08.10	DUI Collision Restitution
			Actual cost, plus actual hours of staff billed at FBHR maximum of \$1,300
	03.10	Towing Services	
		03.10.10	Towing Operator Investigations
			\$ 740.00 plus applicable state fees
		03.10.15	Administrative Tow Fee - Suspended
			\$ 327.00
	03.11	Permits	
		03.11.14	Parade Permits
			\$ 74.00
		03.11.18	Special Events Permits
			Billing of actual costs for services rendered
		03.11.22	County Fair Support
			Overtime costs of police personnel
	03.12	Police Support Services Fees	
		03.12.10	Clearance Letter
			\$ 27.00
			Actual hours billed for police and other personnel using FBHR, not to exceed \$15.00 per hour under statutory limitation
		03.12.21	Research Time
	03.14	Subpoenas Duces Tecum	
			Actual hours billed for police and other personnel using FBHR, not to exceed \$15.00 per hour under statutory limitation
		03.14.20	Research Time
			Actual hours billed for police and other personnel using FBHR, not to exceed \$15.00 per hour under statutory limitation
		03.14.40	Duplicating requiring special processing
			Actual cost of duplicating
	03.16	Massage Establishments	
		03.16.11	Operator Permit- Noncertified massage establishment
			\$ 350.00 first location-new owner
			\$ 350.00 each additional owner

City of San Rafael Master Fee Schedule



03	Police Services	Service Description	Charge
			\$ 350.00 each additional location \$ 25.00 per each employee registered \$ 175.00 renewal per location (assumes no changes in owner(s) or location at time of renewal)
	03.16.12	Massage establishment-certified With employees (annual fee. employee includes an independent contractor hired by or renting/leasing space from the massage establishment owner.)	\$ 247.50 first location-new owner \$ 247.50 each additional owner \$ 247.50 each additional location \$ 25.00 per each employee registered \$ 123.75 renewal per location (assumes no changes in owner(s) or location at time of renewal)
	03.16.13	Massage establishment-certified no employees (sole provider/sole proprietorship) (annual fee. applies to: a) a home-based business location where the massage establishment owner provides on-site and/or outcall services; and b) a commercial- based location where the massage establishment owner rents/leases commercial space shared with another massage establishment owner – sole proprietorship, or another non-massage establishment	\$ 350.00 first location-new owner \$ 350.00 each additional location \$ 62.50 renewal per location
03.17	Fortune Tellers		
	03.17.00	Fortune Teller Permit	\$ 248.00 initial \$ 62.00 renewal
03.18	Solicitors/Peddlers		
	03.18.00	Mobile Vendor Permit	\$ 93.00 for new owner \$ 93.00 for additional owner \$ 93.00 renewal \$ 93.00 change/replacement of permit \$ 93.00 for additional location
03.19	Taxi/Public Convenience		
	03.19.00	Taxicab P C - Owner/operator (resolution granting a certificate of public convenience and necessity and license to operate)	No charge by the city as program is now administered by the Marin General Services Authority

City of San Rafael Master Fee Schedule



05	Building Services/ Fire Prevention		Service Description	Charge
	05.01	Plan Checking		
		05.01.00	Construction Plan Checking	65% of the permit fee established by the California Building Code plus: (1) a 10% surcharge (adopted by Res. 8590) for the State mandated energy check
	05.02	Permits and Inspections		
		05.02.00	Building and MEP Permit Inspection	See Exhibits A to D
	05.06	Residential Inspection		
		05.06.10	Residential Inspection Reports (excluding condos)	\$ 165.00 per single family dwelling and first unit of multiple family dwelling \$ 50.00 for each additional multiple unit dwelling
		05.06.11	Condo Inspection Reports	\$ 150.00 per condo
	06.01	Fire Inspections		
		06.01.00	Fire Permit Inspections	See Exhibit E1
		06.01.01	Fire Code Explosive Permit	See Exhibit E1
		06.01.03	Inspection Outside Normal Business Hours	See Exhibit E1
		06.01.05	Nuisance Alarm Fee	third nuisance alarm within 30 days, FBHR of engine company, two (2) hour minimum
		06.01.06	Consultative Services - Fire Prevention	See Exhibit E1
	06.04	Commercial Life Safety Inspections		
		06.04.00	Commercial Life/Safety Inspection (Includes one re-inspection)	See Exhibit E2
	06.05	Reinspection Services		
		06.05.00	Commercial Life/Safety Reinspection	See Exhibit E2
	06.09	Fire and Life Safety Plan Checks		
		06.09.01	Fire Code Review of Building Permit	50% of building plan check fee
		06.09.02	Fire Permit Inspection	See Exhibit E1



City of San Rafael Master Fee Schedule

06	Fire Services	Service Description	Charge
	06.01	Fire Inspections	
		06.01.02	Liability for Persons Causing Emergencies
			Full cost billed to responsible party pursuant to Municipal Code Section 4.08.130(A)
		06.01.04	Fire Watch
			FBHR of scene supervision two (2) hour minimum
	06.02	Hazardous Materials	
		06.02.01	Fire Code Related Hazardous Materials Inspections
			No charge by the City as program is administered by County CUPA
		06.02.15	Hazardous Materials – Residential
			City should be reimbursed on a full cost basis in accordance with data contained in cost study report - subject to negotiations with JPA
		06.02.16	Consultative Services – Hazardous Materials
			No charge by the City as program is administered by County CUPA
	06.03	Fire Reports	
		06.03.00	Fire Reports
			\$ 17.00 or the maximum allowable by the State pursuant to the Public Records Act*
	06.07	Fire District Services	
		06.07.00	Fire Protection Services - CSA #19
			Staff should utilize the information in this report when negotiating the renewal of the agreement with CSA#19*
	06.08	Emergency Medical Assistance	
		06.08.00	Emergency Medical Services
			The voters voted Paramedic Tax plus Third-Party Billing equals the paramedic budget. Third Party Billing - Bay area average of fees charged for transportation; rates are established by Fire Chief & City Manager, indexed for inflation and are subject to negotiations. Fee may include ambulance dispatch and fuel surcharge (mileage) components. paramedic tax subject to voter approved limits on city and outlying jurisdictions.
	06.10	Fire/EMS Training and Education	
		06.10.01	Fire/EMS training and education
			Fee set at cost per student, plus materials. Cost per student = share of class minimum number to recover FBHR of instructor



City of San Rafael Master Fee Schedule

07	Library Services	Service Description	Charge
	07.01	Late Fines	
		07.01.10	Adult Fines
		07.01.20	Children's Fines
	07.02	Reserves - ILL (Inter Library Loan)	
		07.02.10	Reserve
		07.02.20	ILL - MARINet Consortium
		07.02.30	ILL - North Bay Cooperative Library System (NBCLS)
		07.02.40	ILL Outside Marin and NBCLS
	07.04	Lost/Damaged Items	
		07.04.10	Adult Books, Videos, Audio Tapes, Compact Discs
		07.04.20	Children's Books, Videos, Audio Tapes, Compact Discs
		07.04.30	Replacement Library Card
		07.04.40	Magazines



City of San Rafael Master Fee Schedule

08	Recreation Services	Service Description	Charge
08.00	Recreation Programs		
	08.00.01	Contract Programs and Classes	City retains between 20 to 40% of cost of program provider as fee - subject to individual negotiation
	08.00.02	Facilities Reservation Fees	See Exhibit H
	08.00.03	Falkirk Reservation Fees	See Exhibit H
	08.00.04	Aquatics Fees	See Exhibit H
	08.00.05	Park & Field Fees	See Exhibit H
	08.00.06	Miscellaneous Fees	See Exhibit H
08.06	Child Care Programs		
	08.06.10	Child Care Programs (non-grant)	See Exhibit K

City of San Rafael Master Fee Schedule



10	Planning Services		Service Description	Charge
	10.01	Mapping		
		10.01.10	Lot Line Adjustment	\$ 3,131.00 (flat fee)
		10.01.20	Small Subdivision Map	\$ 3,735.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
		10.01.30	Tentative Map	\$ 7,293.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
		10.01.40	Subdivision Exception	\$ 2,761.00 (flat fee). Accompanies and subordinate to Tentative Map and Small Subdivision Map.
		10.01.50	Map Amendments and Extensions	\$ 2,239.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
		10.01.60	Certificates of Compliance	\$ 3,410.00 (flat fee)
	10.02	Development and Annexation		
		10.02.40	Development Agreement	\$ 11,534.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.03	Use Permits		
		10.03.10	Use Permit - Administrative/Temporary	\$ 1,420.00 (flat fee)
		10.03.30	Use Permit - Zoning Administrator	\$ 2,476.00 (flat fee)
		10.03.40	Use Permit - Planning Commission	\$ 4,305.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.04	Variances		
		10.04.10	Minor Variance - Zoning Administrator	\$ 2,508.00 (flat fee)

City of San Rafael Master Fee Schedule



10	Planning Services	Service Description	Charge
	10.04.20	Variance - Planning Commission	\$ 3,767.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.*
	10.04.30	Reasonable Accommodation for Disabled	\$ 964.00 (flat fee)
	10.04.40	Exception Request	\$ 1,023.00 (flat fee)
10.05	Design Review		
	10.05.20	Design Review (Staff/Administrative)	\$ 1,167.00 (flat fee)
	10.05.22	Design Review - over the counter (Staff/Administrative)	\$ 398.00 (flat fee)
	10.05.25	Design Review - Staff With DRB	\$ 3,564.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.05.30	Design Review - Zoning Admin. Without Design Review Board (DRB)	\$ 2,258.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.05.40	Design Review - Zoning Admin. With DRB	\$ 4,693.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.05.50	Design Review single family residential - Planning Commission	\$ 6,872.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.05.52	Design Review - All Others (Planning Commission)	\$ 8,523.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.

City of San Rafael Master Fee Schedule



10	Planning Services	Service Description	Charge
	10.05.55	Design Review with Exception to Hillside Standards	\$ 8,493.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.05.60	Conceptual Review	\$ 1,750.00 (flat fee), reflecting 70% discount of anticipated typical application cost to encourage applicants to receive preliminary design feedback prior to formal application filing.
	10.06	Sign Review	
	10.06.10	Sign Review – Staff	\$ 255.00 (flat fee)
	10.06.15	Sign Review – Staff w/ DRB	\$ 2,285.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.06.20	Sign Program – Minor (Staff)	\$ 1,049.00 (flat fee)
	10.06.21	Sign Program – Major (Planning Commission)	\$ 4,303.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.06.22	Sign Review – Minor Exception	\$ 1,043.00 (flat fee)
	10.06.24	Sign Review – Major Exception	\$ 4,220.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.06.30	Temporary Banner Permit	\$ 132.00 (flat fee)
	10.07	Appeal Fees	
	10.07.00	Appeal to Planning Commission	<p>Non-applicant/resident - \$ 300.00 for the appeal* \$ 50.00 additional charge for request for continuation</p> <p>Applicant/Non-resident - \$4,834.00 staff billed at FBHR.</p>

City of San Rafael Master Fee Schedule



10	Planning Services	Service Description	Charge
	10.07.10	Appeal to City Council	<p>Non-applicant/resident - \$ 350.00 for the appeal \$ 50.00 additional charge for request for continuation</p> <p>Applicant/Non-resident - \$4,476.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR.</p>
	10.08	Environmental Impact Fees	
	10.08.20	Negative Declaration	\$ 10,346.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR.
	10.08.30	Environmental Impact Report	Actual Cost for Environmental Consultant plus 25% surcharge for staff administration*
	10.08.40	Monitoring of mitigation measures and conditions of approval	\$ 6,540.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR.
	10.13	General Plan Fees	
	10.13.10	General Plan Amendment	\$ 8,646.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.13.20	Rezoning/Pre-Zoning	\$ 7,176.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.13.30	Planned District	\$11,194.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
	10.13.40	General Plan Maintenance	35.5% surcharge on Building Permits (05.02.00) for updating general plan elements (9.6%) and implementing existing plan (25.9%)*

City of San Rafael Master Fee Schedule



10	Planning Services	Service Description		Charge
	10.14	Other Planning Services		
		10.14.02	Pre Application Meeting – Developer	\$ 1,191.00 (flat fee), reflecting 60% discount of anticipated typical application cost to encourage applicants to receive preliminary staff feedback prior to formal application filing.
		10.14.10	Project Selection Procedure (PSP)	This service is being proposed for elimination by staff
		10.14.20	Licensing Agreement (Outdoor Dining)	\$ 564.00 (flat fee)
		10.14.22	Certificate of Appropriateness for alteration of historic structure	\$ 5,430.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
		10.14.50	Certificate of Public Convenience and Necessity for alcoholic beverage license	\$ 1,612.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
		10.14.52	Neighborhood Meeting	\$ 1,444.00 initial deposit based on 70% of anticipated typical application cost. Staff time billed at FBHR. Submittals which include multiple deposit-based applications may reduce the initial deposit amount by 25%.
		10.14.60	Contract Planner/Consultant Administration	Actual cost of contract amount plus 10%.
		10.14.62	Planning Research	First 15 minutes of service at no charge, thereafter actual time of staff billed to nearest quarter hour at the FBHR
		10.14.72	Building Permit - Plan Checks	\$ 109.00 for 45 minutes and under; billed actual staff time at FBHR for over 45-minute plan check reviews
		10.14.82	Archaeology Referral	\$ 80.00 reimbursement for costs paid to Sonoma State University
		10.14.90	Zoning Research Letter Response	\$ 132.00 for one hour of staff time. \$ 198.00 for one and a half hours of staff time
	10.15	Code Enforcement		
		10.15.01	Hotel Room and Apartment Unit Inspection. Not charged to hotels/apartments with 2 or fewer	Apartments: \$316.00 per site, plus \$22.00 per unit over two on Site

City of San Rafael Master Fee Schedule



10	Planning Services	Service Description	Charge
		rooms/units. Initial Inspection, Notice and Order of Violations, and Re-Inspection included	Hotels: \$ 261.00 per site, plus \$11.00 per room over two on Site
	10.15.02	Hotel /Apartment Second Re-Inspection and Noticing	Apartments: \$135.00 per hour with a 1 hour minimum calculated to the nearest 25 minutes
	10.15.03	Hotel/Apartment Final Inspection for Compliance	Staff recommends deleting this service as it is covered by T-10.15.02

City of San Rafael
Master Fee Schedule



11	Engineering Services (Public Works)		Service Description	Charge
	01.04	Maps		
		01.04.60	Engineering maps and documents:	
		01.04.61	Aerial Photos	See Map Sales Info (Exhibit I)
		01.04.62	Topography maps	See Map Sales Info (Exhibit I)
		01.04.63	Parcel Maps	See Map Sales Info (Exhibit I)
		01.04.64	Right of Way (ROW) Maps	See Map Sales Info (Exhibit I)
		01.04.65	Custom Maps	\$ 40.00 for staff and computer time plus cost of required maps
	03.05	Transportation Services		
		03.05.10	Oversize Load Review	State Mandated Fee Maximum: \$ 16.00 Single Trip (3-5 working day duration. Single origin to single destination on one direction of travel.) \$ 92.00 Annual One Year Duration \$ 92.00 Repetitive. Maximum of six-month Duration (same load on same route) Police Escort Services: \$ 301.00 minimum for two hours and any additional hours billed at FBHR of officer (refer to T-11.09.30 for trip permit)
	09.03	Refuse Fee		
		09.03.00	Refuse Impact Fee for street resurfacing	\$789,267.00 imposed on local waste hauler franchisee - Marin Sanitary Service
	09.04	Construction Fee		
		09.04.00	Construction Impact Fee for street resurfacing	1% of assessed valuation levied on all building permits and inspections - 1 st \$10,000.00 of valuation is exempt
	11.01	Encroachment Permits		
		11.01.20	Minor Encroachment Permits	\$ 368.00 City Manager or Public Works Director has the right to waive fees for governmental agencies.
		11.01.21	Revocable License Agreements for Major Continuing Encroachment	\$ 2,394.00 (flat fee) City Manager or Public Works Director has the right to waive fees for governmental agencies
		11.01.25	Utility/Special District Encroachment Permits	\$ 919.00 (flat fee) Additional fees may be assessed if staff work exceeds 2 hours of engineer time, 2 hours of Public Works Assistance Director time, and .5 hour Public Works

City of San Rafael Master Fee Schedule



11	Engineering Services (Public Works)	Service Description	Charge
			Director time, to be billed at FBHR. City Manager or Public Works Director has the right to waive fees for governmental agencies.
	11.01.30	Temporary Encroachment Permits (debris box, scaffolding, tree trimming, public street/sidewalk closure, painting/washing of building exterior, sidewalk installation, construction fencing, and curb painting, and other items per the Director of Public Works	\$ 246.00 City Manager or Public Works Director has the right to waive fees for governmental agencies.
	11.02	Public Works Services	
	11.02.10	Abandonment Processing	\$ 2,056.00
	11.02.20	Baypoint Assessment District	\$ 406.00 per year
	11.02.21	Loch Lomond Assessment District	\$ 576.00 per year
	11.02.30	Parcel Map Plan Check	\$ 713.00
	11.02.40	Parcel Map Plan Check requiring Council action	\$ 713.00
	11.02.50	Final Map Plan Check	Actual cost against a deposit established by staff with a \$3,285.00 minimum
	11.03	Improvement Plan Checking	
	11.03.12	Subdivision Plan Checking (based upon improvement valuations: \$0 to \$10,000 \$10,001 to \$100,000 \$100,001 and over	\$2,615.00 (flat fee)
	11.04	Improvement Inspection Fees	
	11.04.10	Curb and Gutter Inspection: First 50 feet 51 to 100 feet 101 and over feet	Fees based on Sq. Ft/each deleted and Changed to: Projects Under \$5,000: See Minor Encroachment Permit (11.01.20) Projects Over \$5,000: See Improvement Plan Checking and Inspections: 11.03.12/11.04.50
	11.04.10	Sidewalk Inspection: First 500 sq. Ft.	See Above

City of San Rafael
Master Fee Schedule



11	Engineering Services (Public Works)	Service Description	Charge
		501 and over sq. Ft.	
	11.04.10	Driveway Approaches: up to 30 ft. Width 31 ft and over	See Above
	11.04.10	Multiple Driveways	See Above
	11.04.50	Subdivision and Assessment Districts: \$0 to \$10,000 \$10,001 to \$100,000 \$100,001 and over	\$1,464.00 (flat fee)
11.05	Street Cut Inspection (Utilities)		
	11.05.10	PG&E, AT&T and MMWD	Staff recommends deleting as it duplicates encroachment process.
	11.05.20	All other Public Agencies	Staff recommends deleting as it duplicates encroachment process.
11.06	Grading Permits - Plan Checks and Inspections		
	11.06.10	Grading Plan Check and inspection (based on cu. yds.): Less than 1,000 cu. yds. 1,001 to 10,000 cu. yds. 10,001 to 100,000 cu. yds. 100,001 to 200,000 cu. yds. 200,001 and over cu. yds.	\$ 250.00 \$ 869.00 \$ 869.00 + \$90.00 each add'l 10,000 cu yds or fraction \$ 1,679.00 + \$53.00 each add'l 10,000 cu. yds. or fraction \$ 1,866.00 + \$47.00 each add'l 10,000 cu. yds. or fraction
11.07	Grading Inspections		
	11.07.10	Grading Inspection (based on cu. yds): 1,000 cu. yds. Or less 1,001 to 10,000 cu. yds. 10,001 to 100,000 cu. yds. 100,001 and over cu. yds.	Included in 11.06 above.

City of San Rafael Master Fee Schedule



11	Engineering Services (Public Works)		Service Description	Charge
	11.08	Water Use Permits		
		11.08.10	Water Course Permits	\$ 31.00
		11.08.20	Tide Land Permits	\$ 1.25 per cu. yd. of dredged material \$500 for other tideland permits
	11.09	Information Request Services		
		11.09.11	Flood Plain Letter Response	\$ 167.00
		11.09.20	Property Information Requests	\$ 254.00
	11.10	Right-of-Way		
		11.10.10	Right-of-Way Agreement	Staff recommends deleting this service.
		11.10.15	Right-of-Way Encroachment Permit	Staff recommends deleting as it duplicates encroachment process.



City of San Rafael Master Fee Schedule

13	Maintenance Services	Service Description	Charge
13.00	Maintenance Services		
	13.03.00	Sewer Service - San Rafael Sanitation District	Full cost recovery using business cost study data - subject to negotiations with SRSD Board
	13.90.25	Drainage - Storm Water	Rate \$28.00 per EDU - rate subject to Proposition 218 requirements
14.00	Other Services		
	01.05.22	Animal Control	One Year \$16
			Two Year \$24
			Three Year \$34
			Unaltered License
			One Year \$45
			Two Year \$55
			Three Year \$77
			Senior & Disabled Discount - 25%
			<u>See Exhibit J for other fees</u>

Operational Fire Permits***Fee**

Operational Fire Permits*	Fee
Aerosol Products	\$240
Amusement Buildings	\$240
Aviation Facilities	\$240
Carnivals and Fairs	\$240
Cellulose Nitrate Film	\$240
Combustible Dust-Producing Operations	\$240
Combustible Fibers	\$240
Compressed Gases	\$240
Covered Mall Buildings	\$240
Cryogenic Fluids	\$240
Cutting and Welding	\$240
Dry Cleaning Plants	\$240
Exhibits and Trade Shows	\$240
Explosives	\$240
Blasting	\$240 first blast and \$150 each additional blast
Fire Hydrants and Valves	\$240
Flammable and Combustible Liquids	\$240
Floor Finishing	\$240
Fruit and Crop Ripening	\$240
Fumigation and Thermal Insecticidal Fogging	\$240
Hazardous Materials	\$240
HPM Facilities	\$240
High-piled Storage	\$240
Hot Work Operations	\$240
Industrial Ovens	\$240
Lumber Yards and Woodworking Plants	\$240
Liquid-or Gas-fueled Vehicles or Equipment in Assembly Buildings	\$240
LP-gas	\$240
Magnesium	\$240
Miscellaneous Combustible Storage	\$240
Open Burnings	\$240
Open Flames and Torches	\$240
Open Flames and Candles	\$240
Organic Coatings	\$240
Places of Assembly	\$240
Private Fire Hydrants	\$240
Pyrotechnic Special Effects Material	\$240
Public Fireworks Displays	\$770
Pyroxylin Plastics	\$240
Refrigeration Equipment	\$240

Repair Garages and Motor Fuel-Dispensing Facilities	\$240
Rooftop Heliports	\$240
Spraying or Dipping	\$240
Storage of Scrap Tires and Tire Byproducts	\$240
Temporary Membrane Structures and Tents	\$240
Tire-Rebuilding Plants	\$240
Waste Handling	\$240
Wood Products	\$240
Other Special Hazard Operations or Use	\$240

*Multiple Operational Permits

First permit at full price,
each additional at 50% of schedule above

Construction Fire Permits**

Fee

Automatic fire-extinguishing systems	\$300 per system
Fire sprinkler system single family dwelling	\$300 plus \$4.00 per sprinkler
Fire sprinkler system with 10 sprinklers or less	\$300 plus \$4.00 per sprinkler
Fire sprinkler system with 11 sprinklers or more	\$450 plus \$4.00 per sprinkler
Backflow Preventer Assembly	\$150
Battery Systems	\$300
Compressed Gases	\$300
Emergency Response Radio Coverage System	\$300
Fire Alarm and Detection Systems and Related Equipment	\$300 plus \$4.00 per device
Fire Pumps and Related Equipment	\$450
Flammable and Combustible Liquids	\$300 for the first tank and \$150 each additional tank
Hazardous Materials	\$300
Industrial Ovens	\$300
LP-Gas	\$300
Private Fire Hydrant	\$150
Spraying or Dipping Process	\$300
Standpipe System	\$300
Temporary Membrane Structures and Tents	\$300
Underground Fireline	\$300
Vegetation Management Fire Protection Plan	\$300
Work (repair, replacement, relocation)	\$50

** Fee includes permit, plans review and inspection services

Other Fire Prevention Services	Fee
Consultation Plans review Inspection Reinspection Investigation for performing work without an approved permit Inspections outside normal work hours: Early or late inspections on normal work days Call back or weekend inspections Fire/Smoke damper inspection Fire hydrant flow test and report	FBHR - min 1 hour FBHR - min 1 hour FBHR - min 1 hour FBHR - min 1 hour 2 x normal permit fee + permit fee FBHR x # of hours x 1.5 - min 1 hour FBHR x # of hours x 1.5 - min 4 hour \$150 for up to 4 dampers and \$40 for each additional damper \$200.00
SFM Fire Clearance Inspection	Fee
Fire clearance inspection	\$150
Commercial Life/Safety Inspection	Fee
Bi-annual inspection of commercial business	See Exhibit E2

Commercial Life/Safety Inspections

<u>Description</u>	<u>FEE*</u>
<p>Business type 1 Simple, small business, approved for self-inspection (inspected every 4 years) Small offices and retail stores - typically under 3000 sqft.</p>	<p>\$23.90 per year</p>
<p>Business type 2 Small, relatively uncomplicated business (inspected every 2 years) Business types, less than 10,000 sqft.</p>	<p>\$62.95 per year</p>
<p>Business type 3 Medium sized and/or medium complexity business (inspected every 2 years) 10,001 - 40,000 sqft businesses</p>	<p>\$108.90 per year</p>
<p>Business type 4 Large and/or complex business (inspected every 2 years) Over 40,000 sqft. businesses</p>	<p>\$200.45 per year</p>
<p>Reinspection (after 2nd reinspection)</p>	<p>\$61.00 each</p>

***All fees listed above are billed at the total fee divided by the number of years in the inspection cycle**

CITY OF SAN RAFAEL
Management Services Department
Parking Services Division

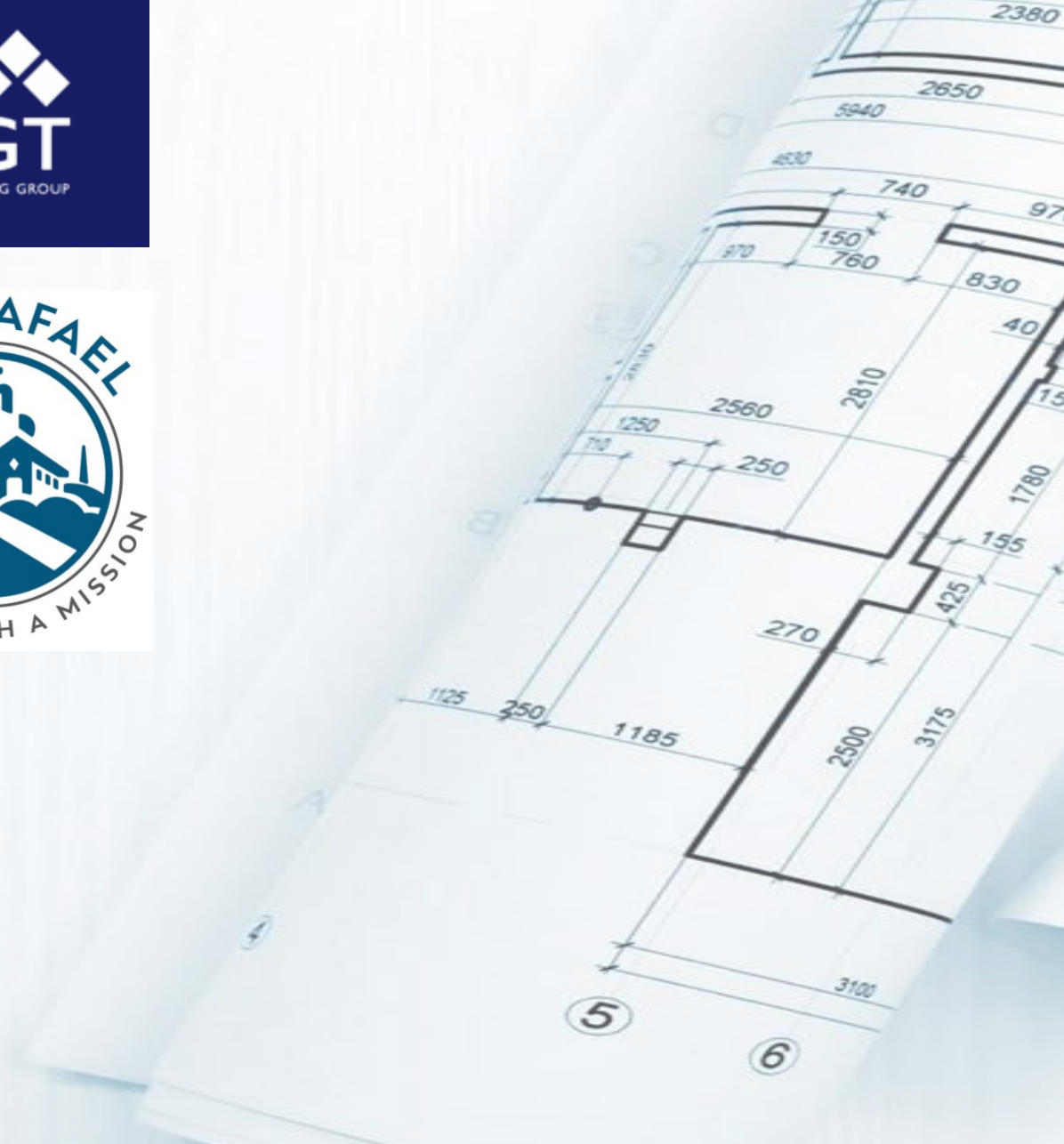
Exhibit A

Description	Authority	Code	Penalty- Effective 7/1/2012
<u>I. Parking Penalties</u>			
EXPIRED REGISTRATION - CORRECTABLE	C.V.C	4000a	Per County Bail
PLATE ISSUED TO ANOTHER VEHICLE	C.V.C		Per County Bail
ALTERED LICENSE PLATE(S)	C.V.C		Per County Bail
NO PLATES - CORRECTABLE	C.V.C		Per County Bail
PLATES IMPROPERLY PLACED/OBSCURED	C.V.C		Per County Bail
NO CURRENT TAB - CORRECTABLE	C.V.C	5204a	Per County Bail
PARKED ON SCHOOL GROUNDS	C.V.C		\$35.00
NO PARKING IN BICYCLE LANE	C.V.C		\$65.00
PARKED IN INTERSECTION	C.V.C		\$65.00
PARKED IN CROSSWALK	C.V.C		\$65.00
FIRE STATION ZONE	C.V.C		\$150.00
PARKED IN FRONT OF DRIVEWAY	C.V.C		\$65.00
PARKED ON SIDEWALK	C.V.C	22500F	\$65.00
OBSTRUCTING TRAFFIC	C.V.C		\$65.00
DOUBLE PARKED	C.V.C		\$65.00
PARKED IN A BUS STOP	C.V.C		\$250.00
WHEELCHAIR ACCESS	C.V.C		\$275.00
PARKED IN FIRE LANE	C.V.C		\$150.00
18 IN. FROM CURB /WRONG WAY	C.V.C		\$35.00
BLUE ZONE PHYSICALLY HANDICAPPED	C.V.C		\$275.00
BLOCKING ACCESS TO BLUE ZONE	C.V.C		\$275.00
ADJACENT TO DISABLED PARKING	C.V.C		\$275.00
MISUSE DISABLED PLACARD	C.V.C		\$500.00
PARKED WITHIN 15FT OF A FIRE HYDRANT	C.V.C		\$150.00
UNATTENDED VEHICLE WITH MOTOR RUNNING	C.V.C		\$25.00
UNATTENDED VEH/OCCUPNT UNABLE TO GET OUT	C.V.C		\$122.00
NO PARKING WITHIN 7 1/2 FT OF R/R TRACKS	C.V.C		\$25.00
DISABLED ACCESS RAMP W/IN 3FT	C.V.C		\$275.00
STOPPED/PARKED IN VEHICLE CROSSING	C.V.C		\$122.00
PROOF OF CORRECTION	C.V.C		\$10.00
FAILURE TO DISPLAY DISABLED PLACARD (1 x free, 2-3 times in 12 mo.)	C.V.C		\$10.00
FAILURE TO DISPLAY DISABLED PLACARD (4 or more times in 12 mo.)	C.V.C		\$20.00
PARKED IN PARKWAY	S.R.M.C	5.40.020	\$65.00
ABANDONED VEHICLE OR PARKED OVER 72HRS	S.R.M.C	5.40.030	\$150.00
REPAIRING/WASHING VEHICLE ON CITY STREET	S.R.M.C	5.40.040	\$105.00
PARKED FOR SALE	S.R.M.C	5.40.045	\$105.00
18 IN. FROM CURB	S.R.M.C	5.40.050	\$25.00
NO PKG WITHIN 6FT OF CENTER OF ROADWAY	S.R.M.C	5.40.08	\$65.00
FAILURE TO CURB WHEELS	S.R.M.C	5.40.090	\$25.00
CROSSWALK / SAFETY ZONE / INTERSECTION	S.R.M.C	5.40.100	\$65.00
PARKING-COMMERCIAL VEHICLES & TRAILERS	S.R.M.C	5.40.140	\$150.00
PARKED IN FRONT OF DRIVEWAY	S.R.M.C	5.40.150	\$50.00
RESTRICTED PARKING ON CITY PROPERTY	S.R.M.C	5.40.160	\$25.00
CAB ZONE ONLY	S.R.M.C	5.40.170	\$25.00
NO PARKING BETWEEN 3AM AND 6AM	S.R.M.C	5.40.180	\$50.00
VEHICLES OVER 6FT AT INTERSECTIONS	S.R.M.C	5.40.230	\$65.00
PASSENGER LOADING ZONE	S.R.M.C	5.40.182	\$25.00

CITY OF SAN RAFAEL
Management Services Department
Parking Services Division

Exhibit A

Description	Authority	Code	Penalty- Effective 7/1/2012
NO ALLEY PARKING	S.R.M.C	5.48.020(03)	\$25.00
PARKED IN A BUS STOP	S.R.M.C	5.48.060	\$250.00
OVERTIME PARKING ZONE 1HR	S.R.M.C	5.48.020(01)	\$35.00
OVERTIME PARKING ZONE 2HR	S.R.M.C	5.48.020(02)	\$35.00
OVERTIME PARKING ZONE 4HR	S.R.M.C	5.48.020(04)	\$35.00
OVERTIME PARKING ZONE 30 MIN	S.R.M.C	5.48.020(30)	\$35.00
PARKED IN GREEN ZONE	S.R.M.C	5.48.020(g)	\$25.00
NO PARKING ANYTIME	S.R.M.C	5.48.020(np)	\$65.00
RESTRICTED POLICE PARKING ONLY	S.R.M.C	5.48.020	\$35.00
RED ZONE	S.R.M.C	5.48.020(r)	\$65.00
RESTRICTED NO PARKING 7AM-4PM	S.R.M.C	5.48.020	\$35.00
TOW AWAY ZONE	S.R.M.C	5.48.020(ts)	\$65.00
TOW AWAY ZONE-COMMUTER LANES (LINCOLN, IRWIN, & MISSION)	S.R.M.C	5.48.020(t)	\$100.00
PARKED IN WHITE ZONE	S.R.M.C	5.48.020(w)	\$25.00
PARKED IN YELLOW ZONE	S.R.M.C	5.48.020(y)	\$25.00
FAILURE TO COMPLY w/ CURB/SIGN MARKING	S.R.M.C	5.48.020	\$35.00
FAILURE TO COMPLY WITH SPACE MARKINGS	S.R.M.C	5.48.030	\$35.00
EXPIRED METER	S.R.M.C	5.60.050(e)	\$35.00
EXPIRED METER WITH OVERTIME PARKING	S.R.M.C	5.60.050(mo)	\$45.00
OVERTIME METER PARKING	S.R.M.C	5.60.050(o)	\$35.00
CIRCUMVENTING OR DAMAGING PARKING EQUIPMENT TO AVOID FEES	S.R.M.C	5.60.052 (b)	\$350.00
FAILURE TO HONOR AN IOU FOR UNPAID PARKING FEES	S.R.M.C	5.60.052 (c1)	\$30.00
LEAVING A PARKING FACILITY W/O PAYMENT OF FEES	S.R.M.C	5.60.052 (c2)	\$30.00
PARKING OVERNIGHT IN A GATED PARKING GARAGE	S.R.M.C	5.60.053 (a)	\$30.00
OVERNIGHT PARKING IN CITY PARKING FACILITY W/O PERMIT	S.R.M.C	5.60.053 (b)	\$30.00
 <u>II. Late Payment Penalties</u>			
PAYMENT NOT RECEIVED 14 DAYS AFTER MAILING OF NOTIFICATION OF DELINQUENT VIOLATION	C.V.C		2x Violation Not to exceed \$150
PAYMENT NOT RECEIVED 21 DAYS AFTER 14 DAY PERIOD HAS ELAPSED	C.V.C		\$40.00
DMV REGISTRATION HOLD PROCESSING FEE	C.V.C		\$10



CITY OF SAN RAFAEL CITYWIDE COMPREHENSIVE USE FEE STUDY

APRIL 2022

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SECTION I

Executive Summary

SECTION I

Executive Summary



Introduction

MGT Consulting Group (MGT) is pleased to present the City of San Rafael with this summary of findings for the recently completed Citywide comprehensive user fee study.

The City of San Rafael had not performed a user fee study since 2011. In late 2019, the City contracted with MGT to perform a citywide user study using fiscal year 2019/2020 budgeted figures, staffing and operational information. The current City fees represent the fees being charged at the beginning of this study.

Due to the Covid-19 global pandemic, the analysis for Community Development (Building, Planning and Code) and Public Works was put on hold for a year. The analysis was once again picked up in early 2022 and finalized in April 2022. This report is the culmination of an extensive study conducted by MGT in collaboration with City management and staff. MGT would like to take this opportunity to gratefully acknowledge all management and staff who participated on this project for their efforts and coordination.

Study Scope and Objectives

This study included a review of fee-for-service activities within the following areas:

- ❖ Building
- ❖ City Clerk
- ❖ Finance
- ❖ Fire
- ❖ Economic Development
- ❖ Library
- ❖ Planning
- ❖ Police
- ❖ Public Works
- ❖ Recreation/Child Care

SECTION I

Executive Summary



Study Scope and Objectives continued..

The study was performed under the general direction of the Finance Department with participation from representatives from each department. The primary goals of the study were to:

- Develop a catalog of the fees within each department
- Streamline fees according to industry best practices
- Define what it costs the City to provide various fee-related services
- Compare full costs against current fee
- Survey what regional cities charge for similar services
- Identify additional revenue potential for each division
- Provide recommendations

The information summarized in this report addresses each of these issues and provides the City with the tools necessary to make informed decisions about any proposed fee adjustments and the resulting impact on city revenues.

Study Findings

The study's primary objective is to provide the City's decision-makers with the basic data needed to make informed pricing decisions. This report details the full cost of services and presents recommended fee adjustments and their fiscal impact. Recommendations are based on careful consideration of the results of the cost analysis, industry best practices and market comparisons. With the exception of recreation, MGT in general recommends full cost recovery on most fees.

The exhibit on the following page displays the average cost recovery rates and FY 2019/2020 budgeted revenues of each department into the following categories:

Column A, User Fee Costs—\$7,925,812 of the City's costs are related to user fee services. It is this \$ 7,925,812 million that is the focus of this study and represents the total potential for user fee-related revenues for the City. These numbers exclude recreation.

Column B, Current Revenues— Based on current individual fee levels, the City generates fee-related revenues of \$6,533,490 and is experiencing an 82% overall cost recovery level. Current cost recovery levels for the departments range from 9% to 98%. These results exclude recreation.

SECTION I

Executive Summary



Study Findings continued..

Column C, Current Subsidy – Current fee revenues recover 82% of full cost, leaving 18% or \$1,392,324 to be funded by other funding sources. This \$1,392,324 represents an opportunity for the City to adjust fees and revenues within the various departments. Note, some fees are set by statute and cannot be adjusted.

Column D, Recommended Recovery – Adjusting fees to the proposed cost recovery, based on the City’s User Fee Policy would balance the specified fee revenue to \$7,838,347. This would set the overall cost recovery level at 99%.

Column E, Increased Revenue – \$7,838,347 in potential revenue could be generated. This would represent a \$1,205,179 increase in the revenue currently being collected for these activities by the City on an annualized basis. Management should take a conservative approach to increase revenue projections in light of the current Covid-19 pandemic, as it could reduce construction activity and revenue.

City of San Rafael
User Fee Cost & Revenue Analysis
FY 2019/2020

User Fee Department				RECOMMENDED				
	(A) Costs, User Fee Services	(B) Current Revenue	(C) Current Subsidy	(D) Cost Recovery Policy		(E) Increased Revenue		
Building	\$ 2,533,254	\$ 1,971,147	78%	\$ 562,107	22%	\$ 2,533,254	100%	\$ 562,107
City Clerk	\$ 17,540	\$ 1,514	9%	\$ 16,026	91%	\$ 1,996	11%	\$ 482
Finance	\$ 63,476	\$ 34,166	54%	\$ 29,310	46%	\$ 63,476	100%	\$ 29,310
Fire	\$ 228,440	\$ 115,268	50%	\$ 113,173	50%	\$ 228,027	100%	\$ 112,760
Economic Development	\$ 82,651	\$ 53,922	65%	\$ 28,729	35%	\$ 82,651	100%	\$ 28,729
Planning	\$ 696,158	\$ 349,743	50%	\$ 346,415	50%	\$ 612,924	88%	\$ 263,181
Police	\$ 35,669	\$ 31,760	89%	\$ 3,909	11%	\$ 35,669	100%	\$ 3,909
Public Works	\$ 779,230	\$ 554,750	71%	\$ 224,480	29%	\$ 666,730	86%	\$ 12,301
Child Care	\$ 3,489,394	\$ 3,421,220	98%	\$ 68,175	2%	\$ 3,613,620	104%	\$ 192,400
Library	N/A	N/A		N/A		N/A		N/A
Recreation*	N/A	N/A		N/A		N/A		N/A
Totals:	\$ 7,925,812	\$ 6,533,490	82%	\$ 1,392,324	18%	\$ 7,838,347	99%	\$ 1,205,179

* The proposed fee structures for Recreation and Library were changed significantly from their prior structure. Several categories were added, deleted, consolidated or broken-down into sub-categories. These changes were made primarily with the customer in mind to increase overall user-friendliness of the fee schedule. Due to the comprehensive changes in the new fee structure, we are not able to project the fiscal impact of fee adjustment recommendations.

SECTION I

Executive Summary



Methodology

MGT’s standard approach for analyzing the cost of providing fee-related services is commonly referred to as a “bottom-up” approach. The bottom-up approach was used to analyze all of San Rafael user fees. A general description of the bottom-up approach is as follows:

1. Identify all direct staff time spent on the fee related activity or service

MGT conducted a series of meetings with staff from each department to identify every employee, by classification, who performs work directly in support of fee related services. Direct staff costs are incurred by employees who are “on the front line” and most visible to the customers (e.g. inspectors, plan reviewers, etc.). Once all direct staff were identified, subject matter experts for each section estimated how much time those employees spend, on average, performing each fee-for-service.

Developing time estimates for fee related services can be challenging and departments should be commended for the time and effort they put into this. Although MGT provided departments with templates and other tools to assist them in developing average or “typical” time estimates, these calculations were necessarily developed by the subject matter experts within each fee area.

2. Calculate direct cost of the staff time for each fee using productive hourly rates

“Productive hours” means the time staff are in their office or in the field. A full-time City employee typically has 1,950 paid hours per year. However, cost studies reduce this number to account for non-productive hours (sick leave, vacation, holidays, training days, meetings, etc.). MGT calculates the productive hourly rate for each staff classification by dividing annual salary and benefits by annual productive hour figures. The average productive hours for the City’s staff that provide these services is 1,670 per year.

3. Determine indirect or “overhead” costs

Indirect costs are allocated across user fee services in order to capture the full cost of providing the service. If a department performs non-fee-related services, a commensurate amount of indirect cost is segregated and not allocated to the fee-related services.

- Departmental overhead costs – these costs include managers, supervisors and support staff as well as other operational costs, such as materials and supplies that are incurred for a common purpose and not readily assigned to a particular service or program.

SECTION I

Executive Summary



Methodology

- Indirect Cost Rate. Many of the costs that support all city programs and services are budgeted in centralized activities such as 1) Finance, which provides payroll, budgeting, and accounting support, 2) Digital Services, which provides technology support, and 3) City Attorney. The costs of these activities and other centralized services are considered indirect overhead that support fee-for-service activities as well as other programs and functions within the city.

City of San Rafael Centralized Overhead Costs Based on FY 2019/20 Budgeted Expenditures	
	2019/20 Budgeted Expenditures
<u>Overhead Departments</u>	
Finance	\$4,686,176
Retirement	\$982,539
Non-Departmental	
City Manager/City Council	\$2,692,216
City Clerk	\$482,646
Digital Services	\$1,785,913
Mgt Serv: Adm,HR	\$500,223
City Attorney	\$1,291,138
Subtotal Overhead	<u>\$12,420,851</u>
<u>Operating Departments</u>	
All Other Departments	<u>\$68,590,338</u>
Total City Uses/Expenditures	<u>\$81,011,189</u>
External Indirect Cost Rate:	<u><u>18.11%</u></u>

SECTION I

Executive Summary



Methodology Continued...

4. Compare total costs to the current fee schedule

Once all direct and indirect costs were calculated, MGT compared the total cost for each fee-related service to the fee currently charged to the public. In most cases we found the total cost of providing a service exceeded the fee charged. In these instances, the fee can be increased to recover these subsidies, up to the full cost of the service provided - the maximum allowed fee. However, there were several services for which the total calculated cost was less than the fee charged. In these cases, the fee must be lowered to comply with State law.

5. Recommend fee adjustments

MGT provides fee adjustment recommendations based on full cost information and industry best practices. For development-related departments we typically recommend 100% cost recovery. The overwhelming norm in California is to recover 100% of development related costs, and this is reflected in our recommendations. Of course, MGT's recommendations are advisory in nature only – ultimately, Council must decide what fee levels are appropriate for the San Rafael community.

Legal, Economic, & Policy Considerations

Calculating the true cost of providing City services is a critical step in the process of establishing user fees and corresponding cost recovery levels. Although it is a principal factor, other factors must also be given consideration. City decision-makers must also consider the effects that establishing fees for services will have on the individuals purchasing those services, as well as the community.

The following legal, economic and policy issues help illustrate these considerations.

- **Legal restrictions** – In California user fees are limited to the "estimated reasonable cost of providing a service" by Government Code section 66014(a) and other supplementary legislation. Proposition 26 was approved by California voters in November of 2010 and clarified which charges are considered user fees and which are considered taxes. The significance of this distinction is that user fees may be raised by Council action up to the limit of actual cost, whereas taxes may not be increased without a vote of the public. None of the fee adjustments recommended by MGT are considered taxes per Proposition 26 guidelines. It should be noted that fees charged for the use of government property are exempt from Proposition 26. These include fees for parks and facility rentals as well as green fees, cart and other equipment rental fees. All of these fees may be set at a price the market will bear.

SECTION I

Executive Summary



Legal Economic, & Policy Considerations Continued...

- **Economic barriers** - It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.
- **Community benefit** - If a user fee service benefits the community as a whole to some extent, it is appropriate to subsidize a portion of the fee. Many public health fees have very moderate cost recovery levels. Some programs are provided free of charge or for a minimal fee regardless of cost. Parks and recreation programs also tend to have low recovery levels. Development fees are typically considered to have zero community benefit, with the benefit accruing to the developer.
- **Private benefit** - If a user fee primarily benefits the fee payer, the fee is typically set at, or close to, 100% full cost recovery. Development related fees generally fall into this category; however, exceptions are sometimes made for services such as appeal fees or fees charged exclusively to residential applicants.
- **Service driver** - In conjunction with the third point above, the issue of who is the service recipient versus the service driver should also be considered. For example, code enforcement activities benefit the community as a whole, but the service is driven by the individual or business owner that violates City code.
- **Managing demand** - Elasticity of demand is a factor in pricing certain City services; increasing the price of some services results in a reduction of demand for those services, and vice versa.
- **Competition** - Certain services, such as park usage or facility rentals, may be provided by neighboring communities or the private sector. Therefore, demand for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the City's fees are too low, demand enjoyed by private sector competitors could be adversely affected.
- **Incentives** - Fees can be set low to encourage participation in a service, such as obtaining a water heater permit.
- **Disincentives** - Penalties can be instituted to discourage undesirable behavior. Examples include fines for construction without a building permit and fines for excessive false alarms within a one-year period.



SECTION 2

Analysis Highlights

SECTION 2

Analysis Highlights



Below is a brief discussion of findings for each department's analysis. Please see the user fee summary sheets in [Section 3](#) of this report for details on each fee calculation and cost analysis.

- ✓ **Building** – MGT analyzed San Rafael's valuation-based fees at each permit valuation level. Recommendations are made to re-align base permit fees to the actual cost of inspections. No changes are recommended for the plan check fees, which are set at industry best practice percentages of the building permit fee. The many subtrade (electrical, mechanical, plumbing) permit fees have been consolidated into three fee categories. This change will eliminate significant fee calculation work for both counter staff and the permit applicant.

- ✓ **City Clerk** – MGT performed a cost analysis for the various cost for service fees related to the City Clerk's Office. Most of these fees are related to copy services as well as council chamber rentals and planning appeals. We are recommending removing one fee from the current fee schedule as it has become obsolete. The overall recommendation is to increase these fees to recover 100% of full cost except for planning appeal fees.

- ✓ **Finance** – MGT performed a cost analysis for the various cost for service fees related to the Finance Department. We are recommending to remove 10 fees from the current fee schedule as many of those fees are no longer being processed or have become obsolete with new technology. The remaining seven fees are all being recommended to recover 100% of cost.

SECTION 2

Analysis Highlights



Below is a brief discussion of findings for each department's analysis. Please see the user fee summary sheets in [Section 3](#) of this report for details on each fee calculation and cost analysis.

- ✓ **Fire** — MGT performed a cost analysis for the various cost for service fees related to the Fire Department. We are recommending to add eight new fees to the current fee schedule to reflect the current processes in the department. We are also recommending to remove two fees as they no longer provide those services. Most of the fees are recommended to increase to recover 100% of cost. Two fees are being decreased to be within the legal limits of recovering a maximum of 100% of cost.
- ✓ **Economic Development** — MGT performed a cost analysis for the various cost for service fees related to the Economic Development Department. We are adding one new fee to the current fee schedule to register outside delivery companies within the City limits. Three fees are being increase to 100% full cost recovery while one fee is being decreased by 3% to be within the legal limits of recovering a maximum of 100% of cost.
- ✓ **Library** — We analyzed library fees via a very detailed comparison analysis which helped staff make their final fee recommendations on both the fee amounts and fee structure. The major change in Library fees is that they will no longer be charging for any late fees. This was done in order to be aligned with Marin County Free Library fees.
- ✓ **Planning** — MGT found that many fees currently charged via deposit/hourly rates can be more efficiently charged as flat fees. These are typically applications where the review time requirement is relatively consistent. This change will benefit developers as well, who typically prefer fixed fees over “blank check” deposits. Overall, the recommendation is to adjust fees to 100% full cost recovery with a few exception: conceptual review fees, appeals by city residents, and pre-application meeting fees. The City has historically subsidized these fees and MGT recommends this policy continue.

SECTION 2

Analysis Highlights

Below is a brief discussion of findings for each department's analysis. Please see the user fee summary sheets in [Section 3](#) of this report for details on each fee calculation and cost analysis.

- ✓ **Police**— MGT performed a cost analysis for the various cost for service fees related to the Police Department. We are adding one new fee to the current fee schedule for copies of PD reports. We are also removing five fees that have become obsolete. All fees are being recommended to increase to 100% cost recovery with the exception of the Repossession fee, which is decreasing to be within the legal limits of recovering a maximum of 100% of cost.
- ✓ **Public Works** — MGT worked with Public Works staff to revise fees into an industry-standard best practices format. The proposed fee schedule significantly streamlines and simplifies fee categories. Several new flat fees are recommended to recover the cost of required studies (hydrology, flood, traffic, etc.). All fees are recommended at full cost recovery rates, except for transportation fees, which are set at the State limit.
- ✓ **Recreation/Child Care**— We analyzed recreation and childcare fees at the total service level, rather than an individual fee by fee analysis. This was done through a macro-level analysis. The macro-level analysis allows us to review the current recovery levels for each program in the Recreation Department. That summary can be found on page 41. Additionally, we did a very detailed comparison analysis which helped staff make their final fee recommendations on both the fee amounts and fee structure. The comparison allows staff to compare their fees against their neighbors and set fees based on what the market can bear. Proposition 26 provides criteria for determining which governmental charges are considered “user fees” requiring cost justification. This proposition clarified that charges for use of public property or rental charges are not user fees and can be set at prevailing market rates.
 - ✓ **Recovery Levels:** MGT typically analyzes recreation departments using the same methodology that we used for the City of San Rafael. Based on our experience it is normal to see recreation departments recover about 50% of their cost. We often find that City Councils chose to subsidize programs in the recreation department to encourage participation from the community. The 72% currently being recovered in San Rafael is very healthy compared to industry standards. Increasing recovery levels to 100% would pass on an additional \$2.3M to the users of City of San Rafael Recreation and Childcare programs.

SECTION 2

Analysis Highlights



Recommendations Going Forward:

MGT recommends that the City build on its investment in this cost-of-service analysis by continuing to analyze its fees and charges, whether this is done by staff or outside consultants. Once the commitment is made to understand the full cost of providing services, it is important to review and update the analysis in order to keep pace with changes in service delivery, staffing changes, and demand levels.

Most of our agencies ask us at the conclusion of the study: how often should this type of study be undertaken? Our advice is to perform this detailed analysis at least every three but not more than five years, with minor adjustments in the non-study years (to keep pace with economic impacts). MGT recommends the City apply an inflation adjustment to fees annually, based on April CPI from All Urban Consumers for the San Francisco Bay Area to keep pace with inflation. The industry best practice is to apply this index once per year as part of the City's annual budget process. This is particularly helpful once an agency has chosen to adopt a cost recovery policy – whether 100% of cost or something less – in order to keep fees at the desired level.



SECTION 3

User Fee Summaries by
Department



Building

Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations							
				Per Unit		Annual		Per Unit		Annual					
				Current Fee	Full Cost	Current Recovery%	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue2	Increased Revenue	Recommended Subsidy	
Valuation-Based Building Permit Fees															
1													Incremental Fees to Add to Base Fee		
2	\$2,001	Valuation	302	\$ 104	\$ 247	42%	\$ 74,745	\$ 31,408	\$ 43,337	100%	\$ 247	\$ 74,745	\$ 43,337	\$ -	\$ 24.02 per each additional \$1,000 above \$2,000
3	\$25,001	Valuation	769	\$ 580	\$ 800	73%	\$ 615,116	\$ 446,020	\$ 169,096	100%	\$ 800	\$ 615,116	\$ 169,096	\$ -	\$ 11.55 per each additional \$1,000 above \$25,000
4	\$50,001	Valuation	203	\$ 958	\$ 1,089	88%	\$ 220,994	\$ 194,474	\$ 26,520	100%	\$ 1,089	\$ 220,994	\$ 26,520	\$ -	\$ 16.07 per each additional \$1,000 above \$50,000
5	\$100,001	Valuation	101	\$ 1,477	\$ 1,892	78%	\$ 191,104	\$ 149,177	\$ 41,927	100%	\$ 1,892	\$ 191,104	\$ 41,927	\$ -	\$ 7.36 per each additional \$1,000 above \$100,000
6	\$500,001	Valuation	83	\$ 4,711	\$ 4,835	97%	\$ 401,323	\$ 391,013	\$ 10,310	100%	\$ 4,835	\$ 401,323	\$ 10,310	\$ -	\$ 13.36 per each additional \$1,000 above \$500,000
7	\$1,000,001	Valuation	14	\$ 8,176	\$ 11,614	70%	\$ 162,592	\$ 114,464	\$ 48,128	100%	\$ 11,614	\$ 162,592	\$ 48,128	\$ -	\$ 4.19 per each additional \$1,000 above \$1M
7.1	\$5,000,001	Valuation	3	\$ 29,167	\$ 28,366	103%	\$ 85,099	\$ 87,501	\$ (2,402)	100%	\$ 28,366	\$ 85,099	\$ (2,402)	\$ -	\$ 4.19 per each additional \$1,000 above \$5M
Valuation-Based Plan Check Fees															
9	Building/Structural	% of bldg prnt	-	65%	65%	100%	\$ -	\$ -	\$ -	100%	65%	\$ -	\$ -	\$ -	
10	Energy	% of bldg prnt	-	10%	10%	100%	\$ -	\$ -	\$ -	100%	10%	\$ -	\$ -	\$ -	
11	Additional Plan Review	Hourly, 1/2 hour min.	89	\$ 125	\$ 179	70%	\$ 15,962	\$ 11,125	\$ 4,837	100%	\$ 179	\$ 15,962	\$ 4,837	\$ -	



Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations											
				Current Fee	Full Cost	Current Recovery%	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Annual Increased Revenue	Recommended Subsidy					
12	Renewables																		
12.3	15KW or less	Set by State	-	\$ 450	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.4	More than 15KW	Set by State	-	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$450 + \$15 per kW above 15KW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.5	Commercial System																		
12.6	50KW or less	Set by State	-	\$ 1,000	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.7	50 - 250KW	Set by State	-	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$1,000 + \$7 per kW above 50KW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.8	More than 250KW	Set by State	-	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$2,400 + \$5 per kW above 250KW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.9	Solar Thermal																		
13.1	Residential System																		
13.2	10KW or less	Set by State	-	\$ 450	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.3	More than 10KW	Set by State	-	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$450 + \$15 per kW above 10KW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.4	Commercial System																		
13.5	30KW or less	Set by State	-	\$ 1,000	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.6	30 - 260KW	Set by State	-	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$1,000 + \$7 per kW above 30KW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.7	More than 260KW	Set by State	-	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -	-	n/a	\$2,610 + \$5 per kW above 260KW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Renewables	Flat	154	\$ -	-	0%	\$ -	\$ -	\$ -	\$ -	-	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Mechanical, Electrical and Plumbing Permits - Valuation																		
18	\$2,001	New, valuation	227	\$ -	\$ 267	0%	\$ 60,661	\$ 27,301	\$ 33,360	\$ 33,360	100%	100%	\$ 267	\$ 60,661	\$ 33,360	\$ 33,360	\$ -	\$ -	\$ -
19	\$25,001	New, valuation	4	\$ -	\$ 292	0%	\$ 1,169	\$ 823	\$ 346	\$ 346	100%	100%	\$ 292	\$ 1,169	\$ 346	\$ 346	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current			Recommendations							
				Current Fee	Full Cost	Current Recovery %	Annual Revenue	Annual Subsidy	Recovery Level	Per Unit Fee @ Policy Level	Annual Increased Revenue	Recommended Subsidy		
Residential Building Reports														
20	All Units	Flat	407	\$ 290	\$ 463	63%	\$ 188,253	\$ 118,030	\$ 70,223	100%	\$ 463	\$ 188,253	\$ 70,223	\$ -
24	Other Fees													
25	Inspections outside normal hours:													
25.1	After hours	Hourly, 2 hr min.	-	\$ -	\$ 269	0%	\$ -	\$ -	\$ -	100%	\$ 269	\$ -	\$ -	\$ -
25.2	Weekends/holidays	Hourly, 2 hr min.	-	\$ -	\$ 359	0%	\$ -	\$ -	\$ -	100%	\$ 359	\$ -	\$ -	\$ -
26	Reinspection fee	New, Hourly	-	\$ -	\$ 179	0%	\$ -	\$ -	\$ -	100%	\$ 179	\$ -	\$ -	\$ -
27	Administrative Review	New, Hourly	-	\$ -	\$ 194	0%	\$ -	\$ -	\$ -	100%	\$ 194	\$ -	\$ -	\$ -
30	Permit Renewal Fee (for expired permits) - 2 year permit	New, %	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 20%	\$ -	\$ -	\$ -
31	Board of Appeals Fee:	New, Flat	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -
32	All Appeals	New, Flat	-	\$ -	\$ 5,854	0%	\$ -	\$ -	\$ -	17%	\$ 1,000	\$ -	\$ -	\$ -
33	Software Integration and Support fee	New, % applied against all Building fees	-	\$ -	5%	0%	\$ 120,000	\$ 120,000	\$ -	100%	5%	\$ 120,000	\$ -	\$ -
34	Building Investigation Fee	3x Building Permit Fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	3x Building Permit Fee	\$ -	\$ -	\$ -
Total User Fees					\$2,533,254		\$1,971,147	\$562,107			\$2,533,254	\$562,107	\$0	
% of Full Cost							78%	22%			100%	29%	0%	

Footnotes

Fee 33: New fee to fund new and routine upgrades to Permit Management System, Electronic Plan Review Software, Digital Inspection Software, Record Digitalization, Software Integrations, and Enterprise Resource Planning System.

State mandated charges will be added to the building permit fees pursuant to state law as follows, or as state law may hereafter be amended:

- \$4 for every \$100,000 valuation (minimum of \$1 regardless of valuation).
- 10% of surcharge retained by City for administrative costs, code enforcement education, etc., per statute Health & Safety Code Section 18931.6
- 0.013% (\$13 per \$100,000) of valuation for residential occupancies of no more than 3 stories
- 0.0288% (\$28 per \$100,000) of valuation for all other occupancies
- 5% of surcharge retained by the City for data utilization, seismic mapping, etc.; per statute. (Public Resources Code Section 2705)

Plan Retention Fee:

- Large format drawings (plans): \$4.50 first sheet plus \$1.50 each add'l sheet
- Small Sheets (8.5 x 11): \$3.00 first sheet plus \$0.15 each add'l sheet

Fee #27 - All planning and building permit submissions may be referred to third-party review by an external consultant or the City Surveyor at the discretion of CD staff. The applicant is responsible for reimbursement of any fees accrued by external consultants to be charged at \$19.





City Clerk

Agency: **City of San Rafael**
 Department: **City Clerk**
 Fiscal Year: **2019-2020**

Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations						
				Per Unit		Annual		Per Unit		Annual				
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy
1	Xerox copies - FPPC	Per Page	-	\$ 0.10	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 0.10	\$ -	\$ -	\$ -
2	Xerox copies - other public documents	Per Page	-	\$ 0.15	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 0.15	\$ -	\$ -	\$ -
3	City of San Rafael Municipal Code	Actual Cost	-	\$ -	This fee has been recommended to remain as is - Continue to charge at full cost.									
4	Certificate of Documents	+\$15 per page	3	\$ 8	\$ 25	32%	\$ 75	\$ 24	\$ 51	100%	\$ 25	\$ 75	\$ 51	\$ -
5	Council Chambers w/ sound	Flat Fee	1	\$ 200	\$ 450	44%	\$ 450	\$ 200	\$ 250	100%	\$ 450	\$ 450	\$ 250	\$ -
6	Council Chambers w/o sound	Delete	-	\$ 175	City Clerk staff recommends deleting this fee from the fee schedule.									
7	Attestations	Flat Fee	24	\$ 10	\$ 18	57%	\$ 420	\$ 240	\$ 180	100%	\$ 18	\$ 420	\$ 180	\$ -
8	Planning Appeals - Resident	Flat Fee	3	\$ 350	\$ 5,532	6%	\$ 16,595	\$ 1,050	\$ 15,545	100%	\$ 350	\$ 1,050	\$ -	\$ 15,545
9	Planning Appeals - Non-Resident	Flat Fee	-	\$ 4,476	\$ 5,532	81%	\$ -	\$ -	\$ -	100%	\$ 5,000	\$ -	\$ -	\$ -
10	Council Chambers after hours	New Fee	-	\$ -	\$ 91	0%	\$ -	\$ -	\$ -	100%	\$ 91	\$ -	\$ -	\$ -
Total User Fees							\$17,540	\$1,514	\$16,026			\$1,996	\$482	\$15,545
% of Full Cost								9%	91%			11%	32%	89%

Footnotes

Fee #1 - the fee limit of \$.10 per page is set by FPPC Code

Fee #2 - MGT is recommending to keep this fee as is, since it's already at the industry standard amount of \$0.15 per page

Fee #3 is very rare. Staff wants to leave it as charged at actual cost.



Economic Development

Agency: **City of San Rafael**
 Department **Economic Development**
 Fiscal Year: **2019-2020**

Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations						
				Per Unit		Annual		Per Unit		Annual				
				Current Fee	Full Cost	Current Recovery%	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy
1	Cannabis Application	Flat Fee	10	\$ 4,100	\$ 6,356	65%	\$ 63,562	\$ 41,000	\$ 22,562	100%	\$ 6,356	\$ 63,562	\$ 22,562	\$ -
2	Appeals	Flat Fee	1	\$ 1,672	\$ 4,814	35%	\$ 4,814	\$ 1,672	\$ 3,142	100%	\$ 4,814	\$ 4,814	\$ 3,142	\$ -
3	Tax Registration Fee	Flat Fee	5	\$ 250	\$ 428	58%	\$ 2,142	\$ 1,250	\$ 892	100%	\$ 428	\$ 2,142	\$ 892	\$ -
4	Annual License Renewal	Flat Fee	20	\$ 500	\$ 500	100%	\$ 9,992	\$ 10,000	\$ (8)	100%	\$ 500	\$ 9,992	\$ (8)	\$ -
5	Registration for Outside Company Delivery	New Fee	10	\$ -	\$ 214	0%	\$ 2,142	\$ -	\$ 2,142	100%	\$ 214	\$ 2,142	\$ 2,142	\$ -
Total User Fees							\$82,651	\$53,922	\$28,729		\$82,651	\$82,651	\$28,729	\$0
% of Full Cost								65%	35%		100%	100%	53%	0%





Finance

Ord	Service Name	Fee Description	Annual Volume	Per Unit			Current			Recommendations				
				Current Fee	Full Cost	Current Recovery %	Annual Revenue	Annual Cost	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Annual Increased Revenue	Recommended Subsidy
1	NSF Checks Processing	Flat Fee	9	\$ 25	\$ 25	100%	\$ 225	\$ 225	\$ -	100%	\$ 25	\$ 225	\$ -	\$ -
2	Business Licenses													
3	Business Application Review - Home Occupation	Flat Fee	125	\$ 88	\$ 144	61%	\$ 17,939	\$ 11,000	\$ 6,939	100%	\$ 144	\$ 17,939	\$ 6,939	\$ -
4	Business Application Review - Commercial Location	Flat Fee	123	\$ 118	\$ 214	55%	\$ 26,330	\$ 14,514	\$ 11,816	100%	\$ 214	\$ 26,330	\$ 11,816	\$ -
5	Business Application Review - In town moving fee (Commercial)	Flat Fee	59	\$ 98	\$ 214	46%	\$ 12,630	\$ 5,782	\$ 6,848	100%	\$ 214	\$ 12,630	\$ 6,848	\$ -
6	Business Application Review - In town moving fee (Residential)	Flat Fee	30	\$ 68	\$ 144	47%	\$ 4,305	\$ 2,040	\$ 2,265	100%	\$ 144	\$ 4,305	\$ 2,265	\$ -
7	Business Application Review - Change of ownership	Flat Fee	57	\$ 10	\$ 35	28%	\$ 2,011	\$ 570	\$ 1,441	100%	\$ 35	\$ 2,011	\$ 1,441	\$ -
8	Payment Plan Processing	Flat Fee	1	\$ 35	\$ 35	99%	\$ 35	\$ 35	\$ 0	100%	\$ 35	\$ 35	\$ 0	\$ -
9	Regulatory License Processing - Tobacco Permit	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
10	Regulatory License Processing - Tobacco Renewal	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
11	Business License Listing	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
12	Closing out Sale Permit - Initial	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
13	Closing out Sale Permit - Renewal	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
14	Agenda Subscription Service	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
15	Minutes Subscription Service	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
16	Bound Reports	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
17	Annual Budget/CAFR/Audit	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
18	Copies from Microfilming	Delete	-	\$ -	-	-	-	-	-	-	-	-	-	-
Total User Fees							\$63,476	\$34,166	\$29,310		\$63,476	\$29,310	\$0	
% of Full Cost							54%	46%		100%	86%		0%	

Footnotes

Fee #1 is set by the state at a maximum of \$25 per check.



Fire



Agency: City of San Rafael
 Department: Fire
 Fiscal Year: 2019-2020

Ord	Service Name	Fee Description	Annual Volume	Current			Annual			Recommendations								
				Per Unit	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy					
1	Fire Inspections																	
2	Nuisance Alarm Fee	Engine Company 1b/hr, 2 hr minimum	1	\$	0%	\$ 413	\$	413	\$	413	100%	\$	413	n/a	n/a	\$		n/a
3	Fire Inspections - Exhibit E1 - Operational Permits																	
4	Aerosol Products	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
5	Amusement Buildings	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
6	Aviation Facilities	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
7	Carnivals and Fairs	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
8	Cellulose Nitrate Film	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
9	Combustible Dust-Producing Operations	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
10	Combustible Fibers	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
11	Compressed Gases	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
12	Covered Mall Buildings	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
13	Cryogenic Fluids	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
14	Cutting and Welding	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
15	Dry Cleaning Plants	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
16	Exhibits and Trade Shows	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
17	Explosives	Flat Fee	4	\$	95%	\$ 1,006	\$	960	\$	46	100%	\$	251	\$	1,006	\$	46	\$
18	Blasting - First	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
19	Blasting - Each Additional	Each Addtl	-	\$	119%	\$ 126	\$	-	\$	-	100%	\$	126	\$	-	\$		\$
20	Fire Hydrants and Valves	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
21	Flammable and Combustible Liquids	Flat Fee	1	\$	95%	\$ 251	\$	240	\$	11	100%	\$	251	\$	251	\$	11	\$
22	Floor Finishing	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
23	Fruit and Crop Ripening	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
24	Fumigation and Thermal Insecticidal Fogging	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
25	Hazardous Materials	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
26	HPM Facilities	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$
27	High-piled Storage	Flat Fee	-	\$	95%	\$ 251	\$	251	\$	-	100%	\$	251	\$	-	\$		\$

Ord	Service Name	Fee Description	Current					Recommendations					
			Per Unit		Annual			Per Unit		Annual			
			Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Recommended Subsidy
28	Hot Work Operations	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
29	Industrial Ovens	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
30	Lumber Yards and Woodworking Plants	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
31	Liquid-or Gas-fueled Vehicles or Equipment in Assembly Buildings	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
32	LP-gas	Flat Fee	1	\$ 240	\$ 251	95%	\$ 251	\$ 240	\$ 11	100%	\$ 251	\$ 251	\$ 11
33	Magnesium	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
34	Miscellaneous Combustible Storage	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
35	Open Burnings	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
36	Open Flames and Torches	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
37	Open Flames and Candles	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
38	Organic Coatings	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
39	Places of Assembly	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
40	Private Fire Hydrants	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
41	Pyrotechnic Special Effects Material	Flat Fee	1	\$ 240	\$ 251	95%	\$ 251	\$ 240	\$ 11	100%	\$ 251	\$ 251	\$ 11
42	Public Fireworks Displays	Flat Fee	1	\$ 770	\$ 2,138	36%	\$ 2,138	\$ 770	\$ 1,368	100%	\$ 2,138	\$ 2,138	\$ 1,368
43	Pyrolytic Plastics	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
44	Refrigeration Equipment	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
45	Repair Garages and Motor Fuel-Dispensing Facilities	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
46	Roof-top Halports	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
47	Spraying or Dipping	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
48	Storage of Scrap Tires and Tire Byproducts	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
49	Temporary Membrane Structures and Tents	Flat Fee	27	\$ 240	\$ 251	95%	\$ 6,790	\$ 6,480	\$ 310	100%	\$ 251	\$ 6,790	\$ 310
50	Tire-Rebuilding Plants	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
51	Waste Handling	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
52	Wood Products	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -
53	Other Special Hazard Operations or Use	Flat Fee	-	\$ 240	\$ 251	95%	\$ -	\$ -	\$ -	100%	\$ 251	\$ -	\$ -



Ord	Service Name	Fee Description	Current					Recommendations							
			Per Unit		Annual			Per Unit		Annual					
			Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommen ded Subsidy	
54	*Multiple Operational Permits	First permit at full price, each additional at 50% of schedule above	-	-	-	0%	-	-	-	-	100%	n/a	n/a	n/a	n/a
Fire Inspections - Exhibit E1 - Construction Permits**															
55	Automatic fire-extinguishing systems	Flat Fee	88	\$ 300	\$ 314	95%	\$ 27,665	\$ 26,400	\$ 1,265	100%	\$ 314	\$ 27,665	\$ 1,265	\$ -	-
56	Fire sprinkler system single family dwelling	Base + \$4 per sprinkler	10	\$ 300	\$ 314	95%	\$ 3,144	\$ 3,000	\$ 144	100%	\$ 314	\$ 3,144	\$ 144	\$ -	-
57	Fire sprinkler systems with 10 sprinklers or less	Base + \$4 per sprinkler	10	\$ 300	\$ 314	95%	\$ 3,144	\$ 3,000	\$ 144	100%	\$ 314	\$ 3,144	\$ 144	\$ -	-
58	Fire sprinkler systems with 11 sprinklers or more	Base + \$4 per sprinkler	10	\$ 450	\$ 314	143%	\$ 3,144	\$ 4,500	\$ (1,356)	100%	\$ 314	\$ 3,144	\$ (1,356)	\$ -	-
59	Backflow Preventer Assembly	Flat Fee	2	\$ 150	\$ 126	119%	\$ 251	\$ 300	\$ (49)	100%	\$ 126	\$ 251	\$ (49)	\$ -	-
60	Battery Systems	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
61	Compressed Gases	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
62	Emergency Response Radio Coverage System	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
63	Fire Alarm and Detection Systems and Related Equipment	Base +4 per device	49	\$ 300	\$ 314	95%	\$ 15,404	\$ 14,700	\$ 704	100%	\$ 314	\$ 15,404	\$ 704	\$ -	-
64	Fire Pumps and Related Equipment	Flat Fee	-	\$ 450	\$ 314	143%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
65	Flammable and Combustible Liquids - 1st tank	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
66	Flammable and Combustible Liquids - each addit tank	Each Addit Tank	-	\$ 150	\$ 157	96%	\$ -	\$ -	\$ -	100%	\$ 157	\$ -	\$ -	\$ -	-
67	Hazardous Materials	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
68	Industrial Ovens	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
69	LP-Gas	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
70	Private Fire Hydrant	Flat Fee	-	\$ 150	\$ 314	48%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
71	Spraying or Dipping Process	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
72	Standpipe System	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
73	Temporary Membrane Structures and Tents	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
74	Underground fireline	Flat Fee	-	\$ 300	\$ 314	95%	\$ -	\$ -	\$ -	100%	\$ 314	\$ -	\$ -	\$ -	-
75	Vegetation Management Fire Protection Plan	Flat Fee	10	\$ 300	\$ 377	80%	\$ 3,772	\$ 3,000	\$ 772	100%	\$ 377	\$ 3,772	\$ 772	\$ -	-
76	Work (repair, replacement, relocation)	Flat Fee	-	\$ 50	\$ 157	32%	\$ -	\$ -	\$ -	100%	\$ 157	\$ -	\$ -	\$ -	-
Fire Inspections - Exhibit E1 - Other Fire Prevention Fees															
77	Consultation	Flat Fee -2 hour min	10	\$ -	\$ 251	0%	\$ 2,515	\$ -	\$ 2,515	100%	\$ 251	\$ 2,515	\$ 2,515	\$ -	-



Ord	Service Name	Fee Description	Current					Recommendations							
			Per Unit		Annual			Per Unit		Annual					
			Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy	
80	Plans review	Flat Fee-2 hour min	10	\$ -	\$ 251	0%	2,515	\$ -	2,515	100%	100%	251	\$ 2,515	\$ 2,515	\$ -
81	Inspection	Flat Fee-2 hour min	10	\$ -	\$ 251	0%	2,515	\$ -	2,515	100%	100%	251	\$ 2,515	\$ 2,515	\$ -
82	Reinspection	Flat Fee-2 hour min	10	\$ -	\$ 251	0%	2,515	\$ -	2,515	100%	100%	251	\$ 2,515	\$ 2,515	\$ -
83	Investigation fee for performing work without an approved permit	2 x normal permit fee + permit fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	100%	2 x normal permit fee + permit fee	n/a	n/a	n/a
84	Inspections outside normal work hours: Early or late inspections on normal work days	Flat Fee	10	\$ -	\$ 359	0%	3,587	\$ -	3,587	100%	100%	359	\$ 3,587	\$ 3,587	\$ -
85	Inspections outside normal work hours: Call back or weekend inspections	Flat Fee	10	\$ -	\$ 717	0%	7,173	\$ -	7,173	100%	100%	717	\$ 7,173	\$ 7,173	\$ -
86	Fire/Smoke damper inspection - up to 4 dampers	Delete	-	\$ -	\$ 150	Fire Staff recommends deleting this fee as they do not provide this service									
87	Fire/Smoke damper inspection - each additional damper	Delete	-	\$ -	\$ 40	Fire Staff recommends deleting this fee as they do not provide this service									
88	Fire hydrant flow test and report	Flat Fee	-	\$ -	\$ 200	80%	\$ -	\$ -	\$ -	100%	100%	251	\$ -	\$ -	\$ -
Fire Inspections - Exhibit E1 - SPM Fire Clearance Inspections															
89	Fire clearance inspection	Flat Fee	27	\$ 150	\$ 189	80%	5,093	\$ 4,050	1,043	100%	100%	189	\$ 5,093	\$ 1,043	\$ -
Commercial Life Safety Inspections - Exhibit E2															
92	Business type 1	Per Year	250	\$ 23.90	\$ 31.44	76%	7,859	\$ 5,975	1,884	100%	100%	31.44	\$ 7,859	\$ 1,884	\$ -
93	Business type 2	Per Year	150	\$ 62.95	\$ 62.87	100%	9,431	\$ 9,443	(11)	100%	100%	62.87	\$ 9,431	\$ (11)	\$ -
94	Business type 3	Per Year	100	\$ 108.90	\$ 125.75	87%	12,575	\$ 10,890	1,685	100%	100%	125.75	\$ 12,575	\$ 1,685	\$ -
95	Business type 4	Per Year	100	\$ 200.45	\$ 251.50	80%	25,150	\$ 20,045	5,105	100%	100%	251.50	\$ 25,150	\$ 5,105	\$ -
96	Reinspection (after 2nd reinspection)	Each	10	\$ 61	\$ 126	40%	1,257	\$ 610	647	100%	100%	125.75	\$ 1,257	\$ 647	\$ -
Fire and Life Safety Plan Checks															
98	Fire Code Review of Building Permit	50% of building plan check fee	5	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	100%	50% of building plan check fee	n/a	n/a	n/a
Fire Services - Fire Inspections															
100	Liability for Persons Causing Emergencies	Actual Cost	2	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	100%	Actual Cost	n/a	n/a	n/a
101	Fire Watch	Actual Cost	2	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	100%	Actual Cost	n/a	n/a	n/a
Fire Services - Hazardous Materials															
103	Fire Code Related Hazardous Materials Inspections	No Fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	100%	\$ -	\$ -	\$ -	\$ -
104	Hazardous Materials - Residential	Actual Cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	100%	Actual Cost	n/a	n/a	n/a
105	Consultative Services - Hazardous Materials	No Fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	100%	\$ -	\$ -	\$ -	\$ -



Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations						
				Per Unit		Annual		Per Unit		Annual				
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Recommended Subsidy	
106	Fire Services - Fire Reports													
107	Fire Reports	Varies	25	\$ 17	\$ 39	43%	\$ 986	\$ 425	\$ 561	100%	\$ 39	\$ 986	\$ 561	\$ -
108	New Fees													
109	Exemption from the Vegetation Ordinance	New	125	\$ -	\$ 126	0%	\$ 15,719	\$ -	\$ 15,719	100%	\$ 126	\$ 15,719	\$ 15,719	\$ -
110	Multi-Family dwelling inspections	New	200	\$ -	\$ 153	0%	\$ 30,584	\$ -	\$ 30,584	100%	\$ 153	\$ 30,584	\$ 30,584	\$ -
112	Short-Term Rental Inspection	New	200	\$ -	\$ 126	0%	\$ 25,150	\$ -	\$ 25,150	100%	\$ 126	\$ 25,150	\$ 25,150	\$ -
113	Excessive Public Assist Calls	New	15	\$ -	\$ 413	0%	\$ 6,190	\$ -	\$ 6,190	100%	\$ 413	\$ 6,190	\$ 6,190	\$ -
114	Wet Chem Hood System	New	-	\$ -	\$ 299	0%	\$ -	\$ -	\$ -	100%	\$ 299	\$ -	\$ -	\$ -
115	Fire Protection Services - CSA #19	CSA#19 Agreement	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -
116	Emergency Medical Services	Paramedic Tax + 3rd Party Billing	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -
117	Fire/EMS Training and Education	Fees per student	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -
Total User Fees							\$228,440	\$115,268	\$113,173		\$228,027	\$112,760	\$0	
% of Full Cost							50%	50%	50%		100%	98%	0%	

Footnotes

Fee # 115 based on an agreement with County Service Area 19 (unincorporated San Rafael)

Fee #116 Paramedic Tax plus Third Party Billing equals the Paramedic Budget. Third Party Billing – Bay Area average of fees charged for transportation; rates are established by Fire Chief and City Manager, indexed for inflation and are subject to negotiations. Fee may include ambulance dispatch and fuel surcharge (mileage) component. Paramedic Tax subject to voter approved limits on City and outlying jurisdictions.

Fee #117 conceivably be led by the Training and EMS Battalion Chief (Position 3315-04), with # of hours dependent on the type of instruction. FBHI is \$201.53



Library

San Rafael Public Library Comparison Survey

City of San Rafael	Proposed Fee	Sausalito	Marin County Free Library	San Anselmo	Larkspur	Mill Valley
Fines						
Books	No Longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$0.25 a day, max of \$10 per item for adult books. \$0.10 a day, max of \$5 per item for children's books.	No longer charges late fees as of April 19, 2020	\$0.20 per day for adult books, max of \$7. \$0.10 per day for children's books, max of \$3.
Most Wanted Books	No Longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$0.25 a day, max of \$10 per item for adult books. \$0.10 a day, max of \$5 per item for children's books.	No longer charges late fees as of April 19, 2020	\$0.50 per day, max of \$7 for adult materials and \$3 for children's materials.
Most Wanted DVD's	No Longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$0.50 a day, max of \$14 per item for adult DVD's. \$0.50 a day, max of \$7 per children's DVD.	No longer charges late fees as of April 19, 2020	\$1.00 per day, max of \$14.
DVD's	No Longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$0.50 a day, max of \$14 per item for adult DVD's. \$0.50 a day, max of \$7 per children's DVD.	No longer charges late fees as of April 19, 2020	\$1.00 per day, max of \$14.
Audio Books	No Longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$0.25 a day, max of \$10 per item for adult audio books. \$0.10 a day, max of \$5 per item for children's/teen audio books.	No longer charges late fees as of April 19, 2020	\$0.20 per day, max of \$7 for adult materials and \$3 for children's materials.
Other Media (music, childrens audio)	No Longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$0.25 a day, max of \$10 per item for adult other media. \$0.10 a day, max of \$5 per item for children's other media	No longer charges late fees as of April 19, 2020	\$0.20 per day, max of \$7 for adult materials and \$3 for children's materials.
Magazines	No Longer will charge late fees	No longer charges late fees as of July 13, 2020	No longer charges late fees as of July 1, 2019	\$0.25 a day, max of \$10 per item for adult magazines. \$0.10 a day, max of \$5 per item for children's magazines.	No longer charges late fees as of April 19, 2020	\$0.10 per day, max of \$7 for adult materials and \$3 for children's materials.
Link Plus	No Longer will charge late fees	Not on fee schedule	No longer charges late fees as of July 1, 2019	\$1 a day, max of \$15	Not on fee schedule	\$1 a day, no max late fee
Replacement cost if lost/damaged						
Books	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	Cost of item + \$5 processing fee	Cost of item + \$7 processing fee for Adult book Cost of item + \$3.50 processing fee for Youth book	Cost of item + \$6 processing fee

San Rafael Public Library Comparison Survey

City of San Rafael	Proposed Fee	Sausalito	Marin County Free Library	San Anselmo	Larkspur	Mill Valley
Most Wanted Books	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	Cost of item + \$5 processing fee	Cost of item + \$7 processing fee for Adult book Cost of item + \$3.50 processing fee for Youth book	Cost of item + \$6 processing fee
Most Wanted DVD's	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	\$8 per A/V disc	Cost of item + \$7 processing fee for Adult DVD Cost of item + \$3.50 processing fee for Youth DVD	Cost of item + \$6 processing fee
DVD's	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	\$8 per A/V disc	Cost of item + \$7 processing fee for Adult DVD Cost of item + \$3.50 processing fee for Youth DVD	Cost of item + \$6 processing fee
Audio Books	Cost of item + \$8 processing fee. Individual disc(s): if replaceable \$10/disc + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee Individual disc(s): if replaceable \$10/disc + \$6 processing fee	\$8 per A/V disc	Cost of item + \$7 processing fee for Adult book Cost of item + \$3.50 processing fee for Youth book Individual disc(s): if replaceable, \$10/disc	Cost of item + \$6 processing fee
Other Media (music, childrens audio)	Cost of item + \$8 processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	\$8 per A/V disc	Cost of item + \$7 processing fee for Adult media Cost of item + \$3.50 processing fee for Youth media	Cost of item + \$6 processing fee
Magazines	Cover price of magazine, no processing fee	Cost of item + \$7 processing fee	Cost of item + \$6 processing fee	Cost of item + \$5 processing fee	Cover price of magazine, no processing fee	Cost of item + \$6 processing fee
Link Plus	\$115 per item	Not on fee schedule	\$115 per item	\$115 per item	Not on fee schedule	115 per item
Other Fees						
Lost Library Card	Adults: \$1 Children: \$0	\$0.50 per card	No fee	\$1 per card	\$1 per card	\$1 per card
Printing and Photocopy	\$0.20 for black/white, \$1 color	\$0.10 per copy	\$0.15 for black/white, no color printing	\$0.20 for black/white, \$0.75 color	\$0.15/pg for photocopying \$0.15/pg for black and white printing, \$1/pg for color	\$0.15/pg for black and white printing, \$0.30/pg for color



Planning

Ord	Service Name	Fee Description	Annual Volume	Per Unit			Current			Recommendations				
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Annual Increased Revenue	Recommended Subsidy
1 Mapping														
2	Lot Line Adjustment	Flat Fee	4	\$ 3,131	\$ 6,075	52%	\$ 24,300	\$ 12,524	\$ 11,776	100%	\$ 6,075	\$ 24,300	\$ 11,776	\$ -
3	Small Subdivision Map	Change Dep -> Flat	-	\$ 3,735	\$ 13,457	28%	\$ -	\$ -	\$ -	100%	\$ 13,457	\$ -	\$ -	\$ -
4	Tentative Map	Deposit	-	\$ 7,293	\$ 17,588	41%	\$ -	\$ -	\$ -	100%	\$ 17,588	\$ -	\$ -	\$ -
5	Map Amendments and Extensions	Change Dep -> Flat	-	\$ 2,239	\$ 7,833	29%	\$ -	\$ -	\$ -	100%	\$ 7,833	\$ -	\$ -	\$ -
7	Certificates of Compliance	Flat Fee	3	\$ 3,410	\$ 5,642	60%	\$ 16,927	\$ 10,230	\$ 6,697	100%	\$ 5,642	\$ 16,927	\$ 6,697	\$ -
7.1	Exception (Subdivision Ordinance)	Flat Fee	6	\$ 2,761	\$ 6,760	41%	\$ 40,558	\$ 16,566	\$ 23,992	100%	\$ 6,760	\$ 40,558	\$ 23,992	\$ -
8 Development and Annexation														
9	Development Agreement	Deposit	-	\$ 11,534	\$ 28,606	40%	\$ -	\$ -	\$ -	100%	\$ 28,606	\$ -	\$ -	\$ -
10 Use Permit														
11	Use Permit - Administrative/Temporary	Flat Fee	17	\$ 1,420	\$ 1,840	77%	\$ 31,275	\$ 24,140	\$ 7,135	100%	\$ 1,840	\$ 31,275	\$ 7,135	\$ -
12	Use Permit - Zoning Administrator	Flat Fee	24	\$ 2,476	\$ 4,512	55%	\$ 108,284	\$ 59,424	\$ 48,860	100%	\$ 4,512	\$ 108,284	\$ 48,860	\$ -
13	Use Permit - Planning Commission	Change Dep -> Flat	-	\$ 4,305	\$ 8,815	49%	\$ -	\$ -	\$ -	100%	\$ 8,815	\$ -	\$ -	\$ -
14 Variances														
15	Minor Variance - Zoning Administrator	Flat Fee	7	\$ 2,508	\$ 4,239	59%	\$ 29,671	\$ 17,556	\$ 12,115	100%	\$ 4,239	\$ 29,671	\$ 12,115	\$ -
16	Variance - Planning Commission	Change Dep -> Flat	-	\$ 3,767	\$ 8,815	43%	\$ -	\$ -	\$ -	100%	\$ 8,815	\$ -	\$ -	\$ -
17	Reasonable Accommodation for Disabled	Flat Fee	1	\$ 964	\$ 3,742	26%	\$ 3,742	\$ 964	\$ 2,778	100%	\$ 3,742	\$ 3,742	\$ 2,778	\$ -
18	Exception (Zoning)	Flat Fee	10	\$ 1,023	\$ 1,840	56%	\$ 18,397	\$ 10,230	\$ 8,167	100%	\$ 1,840	\$ 18,397	\$ 8,167	\$ -
18.1	Exception (Hillside)	New, Flat Fee	-	\$ -	\$ 2,742	0%	\$ -	\$ -	\$ -	100%	\$ 2,742	\$ -	\$ -	\$ -
19 Design Review														
20	Design Review (Staff/Administrative)	Flat Fee	74	\$ 1,167	\$ 2,938	40%	\$ 217,440	\$ 86,358	\$ 131,082	100%	\$ 2,938	\$ 217,440	\$ 131,082	\$ -
21	Design Review - over the counter (Staff/Administrative)	Flat Fee	25	\$ 398	\$ 387	103%	\$ 9,666	\$ 9,950	\$ (284)	100%	\$ 387	\$ 9,666	\$ (284)	\$ -
22	Design Review - Staff With DRB	Change Dep -> Flat	-	\$ 3,564	\$ 7,650	47%	\$ -	\$ -	\$ -	100%	\$ 7,650	\$ -	\$ -	\$ -
23	Design Review - Zoning Admin. Without Design Review Board (DRB)	Change Dep -> Flat	-	\$ 2,258	\$ 5,639	40%	\$ -	\$ -	\$ -	100%	\$ 5,639	\$ -	\$ -	\$ -
24	Design Review - Zoning Admin. With DRB	Change Dep -> Flat	-	\$ 4,693	\$ 8,911	53%	\$ -	\$ -	\$ -	100%	\$ 8,911	\$ -	\$ -	\$ -



Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations					
				Per Unit		Annual		Per Unit		Annual			
				Current Fee	Full Cost	Current Recovery %	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Annual Increased Revenue	Recommended Subsidy
25	Design Review Single Family residential - Planning Commission	Change Dep -> Flat	-	\$ 6,872	\$ 12,883	53%	\$ -	\$ -	100%	\$ 12,883	\$ -	\$ -	\$ -
26	Design Review - All Others (Planning Commission)	Change Dep -> Flat	-	\$ 8,523	\$ 15,152	56%	\$ -	\$ -	100%	\$ 15,152	\$ -	\$ -	\$ -
27	Design Review with Exception to Hillside Standards	Delete	-	\$ 8,093									
Planning staff recommends deleting this fee as they no longer process these permits.													
28	Conceptual Review	Flat Fee	5	\$ 1,750	\$ 4,932	35%	\$ 24,659	\$ 8,750	41%	\$ 2,000	\$ 10,000	\$ 1,250	\$ 14,659
28.1	Administrative Review	Flat Fee	-	\$ 398	\$ 387	103%	\$ -	\$ -	100%	\$ 387	\$ -	\$ -	\$ -
Sign Review													
30	Sign Review - Staff	Flat Fee	50	\$ 255	\$ 249	102%	\$ 12,474	\$ 12,750	100%	\$ 249	\$ 12,474	\$ (276)	\$ -
31	Sign Review - Staff w/ DRB	Change Dep -> Flat	-	\$ 2,285	\$ 4,048	56%	\$ -	\$ -	100%	\$ 4,048	\$ -	\$ -	\$ -
32	Sign Program - Minor (Staff)	Flat Fee	-	\$ 1,049	\$ 1,397	75%	\$ -	\$ -	100%	\$ 1,397	\$ -	\$ -	\$ -
33	Sign Program - Major (Planning Commission)	Change Dep -> Flat	-	\$ 4,303	\$ 8,038	54%	\$ -	\$ -	100%	\$ 8,038	\$ -	\$ -	\$ -
34	Sign Review - Minor Exception	Flat Fee	-	\$ 1,043	\$ 1,397	75%	\$ -	\$ -	100%	\$ 1,397	\$ -	\$ -	\$ -
35	Sign Review - Major Exception	Change Dep -> Flat	-	\$ 4,220	\$ 8,038	52%	\$ -	\$ -	100%	\$ 8,038	\$ -	\$ -	\$ -
36	Temporary Banner Permit	Flat Fee	18	\$ 132	\$ 186	71%	\$ 3,357	\$ 2,376	981	\$ 186	\$ 3,357	\$ 981	\$ -
Appeal Fees													
38	Appeal to Planning Commission:		-	\$ -	\$ -	0%	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -
39	Non-Applicant (Resident)	Flat Fee	3	\$ 300	\$ 7,695	4%	\$ 23,085	\$ 900	22,185	\$ 350	\$ 1,050	\$ 150	\$ 22,035
40	Applicant or Non-Resident	Deposit	-	\$ 4,843	\$ 7,695	63%	\$ -	\$ -	65%	\$ 5,000	\$ -	\$ -	\$ -
41	Appeal to City Council:		-	\$ -	\$ -	0%	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -
42	Non-Applicant (Resident)	Flat Fee	-	\$ 350	\$ 8,708	4%	\$ -	\$ -	4%	\$ 350	\$ -	\$ -	\$ -
43	Applicant or Non-Resident	Deposit	-	\$ 4,476	\$ 8,708	51%	\$ -	\$ -	57%	\$ 5,000	\$ -	\$ -	\$ -
Environmental Impact Fees													
45	Negative Declaration	Deposit	-	\$ 10,346	\$ 17,658	59%	\$ -	\$ -	100%	\$ 17,658	\$ -	\$ -	\$ -
46	Environmental Impact Report	Consultant +25%	-	\$ -	\$ -	0%	\$ -	\$ -	100%	Consultant +25%	\$ -	\$ -	\$ -
47	Monitoring of mitigation measures and conditions of approval	Deposit	-	\$ 5,000	\$ 6,471	77%	\$ -	\$ -	100%	\$ 6,471	\$ -	\$ -	\$ -
General Plan Fees													



Ord	Service Name	Fee Description	Current					Recommendations						
			Per Unit		Annual			Per Unit		Annual				
			Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Annual Increased Revenue	Recommended Subsidy
49	General Plan Amendment	Deposit	-	\$ 8,646	\$ 17,889	48%	\$ -	\$ -	\$ -	100%	\$ 17,889	\$ -	\$ -	\$ -
50	Rezoning/Pre-Zoning	Deposit	-	\$ 7,176	\$ 17,889	40%	\$ -	\$ -	\$ -	100%	\$ 17,889	\$ -	\$ -	\$ -
51	Planned District	Deposit	-	\$ 11,194	\$ 18,879	59%	\$ -	\$ -	\$ -	100%	\$ 18,879	\$ -	\$ -	\$ -
52	General Plan Maintenance	Surchg on bldg permits	-	\$ 0	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -
53 Other Planning Services														
54	Pre Application Meeting/Letter	Flat Fee	8	\$ 1,191	\$ 6,954	17%	\$ 55,629	\$ 9,528	\$ 46,101	22%	\$ 1,500	\$ 12,000	\$ 2,472	\$ 43,629
55	Project selection procedure (psp)	Delete	-	\$ -	-	Planning staff recommends deleting this fee as they no longer process these permits.							-	
56	Licensing Agreement (Outdoor Dining)	Flat Fee	4	\$ 564	\$ 1,717	33%	\$ 6,867	\$ 2,256	\$ 4,611	100%	\$ 1,717	\$ 6,867	\$ 4,611	\$ -
57	Certificate of Appropriateness for alteration of historic structure	Deposit	-	\$ 5,430	\$ 9,554	57%	\$ -	\$ -	\$ -	100%	\$ 9,554	\$ -	\$ -	\$ -
58	Certificate of Public Convenience and Necessity for alcoholic beverage license	Deposit	-	\$ 1,612	\$ 2,992	54%	\$ -	\$ -	\$ -	100%	\$ 2,992	\$ -	\$ -	\$ -
59	Neighborhood Meeting	Deposit	-	\$ 1,440	\$ 2,796	52%	\$ -	\$ -	\$ -	100%	\$ 2,796	\$ -	\$ -	\$ -
60	Contract Planner/Consultant Administration	Consultant Cost + 10%	-	\$ -	\$ -	0%	n/a	n/a	n/a	100%	Consultant Cost + 10%	-	\$ -	\$ -
61	Planning Research	Actual Cost	46	\$ -	\$ 157	\$ -	\$ 7,202	\$ 7,202	\$ -	100%	\$ 157	\$ 7,202	\$ -	\$ -
62	Building Permit - Plan Checks	Change Hourly -> % of Bldg Pmt	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	20% of Building Permit fee	-	\$ -	\$ -
63	Archaeology Referral	Flat Fee	-	\$ 80	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -
64	Zoning Research Letter Response	Per Hour	-	\$ 132	\$ 157	84%	\$ -	\$ -	\$ -	100%	\$ 157	\$ -	\$ -	\$ -
65	Zoning Research Letter Response	Per 1.5 hours	-	\$ 198	\$ 235	84%	\$ -	\$ -	\$ -	100%	\$ 235	\$ -	\$ -	\$ -
67	Small Cell Permit	Deposit	3	\$ 2,000	\$ 4,970	40%	\$ 14,910	\$ 6,000	\$ 8,910	100%	\$ 4,000	\$ 12,000	\$ 6,000	\$ 2,910
68	Telecomms Permit	Flat Fee	18	\$ 2,000	\$ 1,000	200%	\$ 17,997	\$ 36,000	\$ (18,003)	100%	\$ 1,000	\$ 17,997	\$ (18,003)	\$ -
69	ADU/JADU	Flat Fee	30	\$ 300	\$ 300	100%	\$ 8,999	\$ 9,000	\$ (1)	100%	\$ 300	\$ 8,999	\$ (1)	\$ -
71	Short Term Rental Registration - first year	Flat Fee	-	\$ 170	n/a	0%	n/a	\$ -	n/a	100%	\$ 170	\$ -	\$ -	\$ -
72	Short Term Rental - renewal	Flat Fee	-	\$ 135	n/a	0%	n/a	\$ -	n/a	100%	\$ 135	\$ -	\$ -	\$ -



Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations						
				Per Unit		Annual		Per Unit		Annual				
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy
72.1	Certified Message Establishment Certificate or Operator Permit:													
73	Sole Proprietor Registration	Flat; Annual	75 \$	63 \$	203	31%	15,200 \$	4,688 \$	10,513	100%	203 \$	15,200 \$	10,513 \$	-
74	Registration with Employees	Flat; Annual	19 \$	124 \$	290	43%	5,519 \$	2,351 \$	3,168	100%	290 \$	5,519 \$	3,168 \$	-
75	Changes to File/Business	Flat Fee	- \$	25 \$	25	100%	- \$	- \$	-	100%	25 \$	- \$	- \$	-
79	Time Extension	New	- \$	- \$	-	0%	- \$	- \$	-	100%	50% of the initial application fee	- \$	- \$	-
Total User Fees							\$696,158	\$349,743	\$346,415		\$612,924	\$263,181	\$83,234	
% of Full Cost								50%	50%		88%	75%	12%	

Footnotes

Deposit-based fees: any consultant costs will be charged to the deposit account plus 25% to cover contract administration and review of consultant work product.

Multiple application discount: when multiple applications are filed simultaneously, a 25% discount on each deposit-based application type will apply.



Police

Ord	Service Name	Fee Description	Annual Volume	Current			Recommendations											
				Current Fee	Full Cost	Current Recovery %	Per Unit	Annual Revenue	Annual Subsidy	Fee @ Policy Level	Annual Revenue	Recommended Subsidy						
1	Fingerprinting																	
2	Fingerprinting – Live Scan	Flat Fee	22	\$ 12	\$ 22	54%	\$ 487	\$ 264	\$ 223	100%	\$ 22	\$ 487	\$ 223	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concealed Weapons																	
4	Concealed Weapon Application	Flat Fee	-	\$ 100	\$ 135	74%	\$ -	\$ -	\$ -	100%	\$ 135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Concealed Weapon Renewal	Flat Fee	1	\$ 25	\$ 45	55%	\$ 45	\$ 25	\$ 20	100%	\$ 45	\$ 45	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -
6	Response Services																	
7	First False Alarm during permit year	Flat Fee	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Second False Alarm during permit year	Flat Fee	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Third False Alarm during permit year	Flat Fee	-	\$ 150	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Fourth False Alarm during permit year	Flat Fee	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Fifth False Alarm during permit year	Flat Fee	-	\$ 250	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Failure to Register or Renew permit	Flat Fee	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Other Violations of this chapter	Flat Fee	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	DUI Fees																	
15	DUI Collision Restitution/Emergency Response	Actual Cost - Max of \$1,300	1	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	Actual Cost - Max of \$12,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
16	Towing Services																	
17	Tow Rotation Application	Flat Fee	-	\$ 740	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Administrative Tow Fee - Suspended	Flat Fee	62	\$ 327	\$ 368	89%	\$ 22,826	\$ 20,274	\$ 2,552	100%	\$ 368	\$ 22,826	\$ 2,552	\$ -	\$ -	\$ -	\$ -	\$ -
19	Permits																	
20	Parade Permits	Delete	-	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	100%	Actual Cost	n/a	n/a	n/a	n/a	n/a	n/a
21	Special Events Permits	Delete	-	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	100%	Actual Cost	n/a	n/a	n/a	n/a	n/a	n/a
22	County Fair Support Outside Events	Actual Cost	1	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	Actual Cost	n/a	n/a	n/a	n/a	n/a	n/a	n/a
23	Police Support Services Fees																	
24	Clearance Letter	Flat Fee	50	\$ 27	\$ 58	46%	\$ 2,904	\$ 1,350	\$ 1,554	100%	\$ 58	\$ 2,904	\$ 1,554	\$ -	\$ -	\$ -	\$ -	\$ -
25	Research Time	Delete	-	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	100%	Actual Cost	n/a	n/a	n/a	n/a	n/a	n/a
26	Subpoenas Duces Tecum																	
27	Research Time	Actual Cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	Actual Cost @ FBHR	n/a	n/a	n/a	n/a	n/a	n/a	n/a
28	Duplicating requiring special processing	Actual Cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	Actual Cost @ FBHR	n/a	n/a	n/a	n/a	n/a	n/a	n/a
29	Fortune Tellers																	
30	Fortune Teller Permit - Initial	Flat Fee	1	\$ 248	\$ 290	85%	\$ 290	\$ 248	\$ 42	100%	\$ 290	\$ 290	\$ 42	\$ -	\$ -	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current			Annual			Recommendations					
				Per Unit		Current Recovery %	Per Unit		Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Increased Revenue	Recommended Subsidy
				Current Fee	Full Cost		Full Cost	Recovery Level							
31	Fortune Teller Permit - Renewal	Flat Fee	0	\$ 62	\$ 87	71%	\$ -	\$ -	\$ -	\$ -	100%	\$ 87	\$ -	\$ -	
32	Solicitors/Readers														
33	Mobile Vendor Permit - for new owner	Flat Fee	-	\$ 93	\$ -	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ 93	\$ -	\$ -	
34	Mobile Vendor Permit - for additional owner	Flat Fee	-	\$ 93	\$ -	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ 93	\$ -	\$ -	
35	Mobile Vendor Permit - renewal	Flat Fee	-	\$ 93	\$ -	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ 93	\$ -	\$ -	
36	Mobile Vendor Permit - charge/replacement of permit	Flat Fee	-	\$ 93	\$ -	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ 93	\$ -	\$ -	
37	Mobile Vendor Permit - for additional location	Flat Fee	-	\$ 93	\$ -	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ 93	\$ -	\$ -	
38	Tax/Public Convenience														
39	taxi cab p c - owner/operator (resolution granting a certificate of public convenience and necessity and license to operate)	Delete	-	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
40	Additional Miscellaneous Fees														
41	Repossession Fee	Flat Fee	450	\$ 15	\$ 10	155%	\$ 4,355	\$ 6,750	\$ (2,395)	\$ -	100%	\$ 10	\$ 4,355	\$ (2,395)	
42	Civil Subpoena for Officer Appearance	Flat Fee	10	\$ 275	\$ 465	59%	\$ 4,646	\$ 2,750	\$ 1,896	\$ -	100%	\$ 465	\$ 4,646	\$ 1,896	
43	Social Host - 1st offense	Flat Fee	-	\$ 250	\$ -	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ 250	\$ -	\$ -	
43.1	Social Host - 2nd Offense	Flat Fee	-	\$ 500	\$ -	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ 500	\$ -	\$ -	
44	Copy request for PD reports	New Fee	-	\$ -	\$ 10	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ 10	\$ -	\$ -	
45	Regulatory License Processing - Firearm Sales Permit	Flat Fee	-	\$ 99	\$ 116	85%	\$ -	\$ -	\$ -	\$ -	100%	\$ 116	\$ -	\$ -	
46	Regulatory License Processing - Firearm Sales Permit Renewal	Flat Fee	1	\$ 99	\$ 116	85%	\$ 116	\$ 99	\$ 17	\$ -	100%	\$ 116	\$ 116	\$ 17	
47	Message Establishments	Delete	-	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
				Total User Fees	\$35,669	\$31,760	\$3,909	\$3,909	\$0	\$0		\$35,669	\$3,909	\$0	
				% of Full Cost	89%	11%	100%	12%	0%	0%		100%	12%	0%	

Footnotes

Fee Section: Message Establishments - PD staff has recommended to move this entire section over to Code Enforcement

Fee Section: Alarm Response Services - PD staff informed us that this is currently done by an outside contractor. They want to leave the fees as is.

Fee #2 - PD staff has recommended to adopt what Marin County is currently doing. MGT has made that recommendation above.

Fee #15 - MGT recommends this fee to be set at "Actual Cost" - Max of \$12,000 in alignment with Government Code 53155.

Fees 21 and 21 - PD staff has recommended to move these fees over to Community Services

Fee #22 - PD staff recommends leaving this fee at "Actual Cost" - Will be charged at FBHR.

Fee 27 and 28 - PD staff recommends leaving this fee at "Actual Cost" - The time requirements vary too widely and are treated case by case. Charging at the FBHR is the best approach.

Fee #43 Social Host fee, from the City ordinance - It's Administrative citation once the City issues the citation, **PD can then charge the host for their time responding to the call.** (Host contests the PD charges and goes for Administrative Hearing)



Public Works

User Fee Study Summary Sheet

Agency: **City of San Rafael**
 Department: **Public Works**
 Fiscal Year: **2019-2020**

Ord	Document/Information Services	Service Name	Fee Description	Annual Volume	Current				Recommendations										
					Current Fee	Per Unit Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Annual Increased Revenue	Recommended Subsidy				
1	Document/Information Services																		
2	8.5" x 11"		Per Print	-	\$ 10	\$0.15	650%	-	\$ -	-	\$ -	100%	\$0.15	-	\$ -	-	\$ -	-	\$ -
3	11" x 17"		Per Print	-	15	\$0.20	7552%	-	\$ -	-	\$ -	100%	\$0.20	-	\$ -	-	\$ -	-	\$ -
4	24" x 36"		Per Plot	-	25	\$0.26	9790%	-	\$ -	-	\$ -	100%	\$0.26	-	\$ -	-	\$ -	-	\$ -
5	36" x 48"		Per Plot	-	30	\$10.21	294%	-	\$ -	-	\$ -	100%	10	-	\$ -	-	\$ -	-	\$ -
6	Public Records Request ¹		Per Print	-	-	\$0.15	0%	-	\$ -	-	\$ -	100%	\$0.15	-	\$ -	-	\$ -	-	\$ -
7	Property Information Request		Per Request	39	\$ -	208	0%	8,131	\$ -	8,131	\$ -	100%	208	8,131	\$ 8,131	-	\$ -	-	\$ -
8	Flood Plain Letter Response		Per Response	5	\$ 167	227	74%	1,134	\$ 835	299	\$ -	100%	227	1,134	\$ 299	-	\$ -	-	\$ -
9	Custom Map/ Document Production		Hourly Rates	-	-	Hourly Rates	0%	-	\$ -	-	\$ -	100%	Hourly Rates	-	\$ -	-	\$ -	-	\$ -
10	Transportation Services																		
11	Oversize Load Review - Single Trip		Set by State	97	\$ 16	85	19%	8,257	\$ 1,552	6,705	\$ -	19%	16	1,552	\$ -	-	\$ -	-	\$ 6,705
12	Oversize Load Review - Annual		Set by State	21	\$ 92	255	36%	5,363	\$ 1,932	3,431	\$ -	36%	92	1,932	\$ -	-	\$ -	-	\$ 3,431
13	Oversize Load Review - Repetitive (6 month max)		Set by State	-	\$ 92	255	36%	-	\$ -	-	\$ -	36%	92	-	\$ -	-	\$ -	-	\$ -
14	Police Escort Services (Two hr min.)		Flat + Hourly	-	\$ 301	348	86%	-	\$ -	-	\$ -	100%	348	-	\$ -	-	\$ -	-	\$ -
15	Encroachment Permits																		
16	Minor Continuing Encroachment Permits		Flat Fee	4	\$ 368	493	75%	1,972	\$ 1,472	500	\$ -	100%	493	1,972	\$ 500	-	\$ -	-	\$ -
17	Revocable License Agreements for Major Continuing Encroachment		Flat Fee	1	\$ 2,394	2,435	98%	2,435	\$ 2,394	41	\$ -	100%	2,435	2,435	\$ 41	-	\$ -	-	\$ -
18	Utility/Special District Encroachment Permits																		
18.1	Base Fee (Includes 1 Traffic Control Plan)		Flat	477	\$ 919	986	93%	470,267	\$ 438,363	31,904	\$ -	100%	986	470,267	\$ 31,904	-	\$ -	-	\$ -
18.2	Each Additional TCP		Each	100	\$ -	411	0%	41,099	\$ -	41,099	\$ -	100%	411	41,099	\$ 41,099	-	\$ -	-	\$ -
19	Temporary Encroachment Permit²																		
20	Small - debris or moving boxes and parking changes		Flat Fee	43	\$ 246	170	144%	7,321	\$ 10,578	(3,257)	\$ -	100%	50	2,150	\$ (8,428)	-	\$ -	-	\$ 5,171
22	Standard - all other (Up to \$20K of improvements/Infrastructure. Greater than \$20K see Improvement section fees 32, 32.1 & 33)		Flat Fee	306	\$ 246	358	69%	109,554	\$ 75,276	34,278	\$ -	100%	358	109,554	\$ 34,278	-	\$ -	-	\$ -
23	PW Review of Building and Planning Permits³																		
23.1	Full Review ⁴		Per Review	-	\$ -	454	0%	-	\$ -	-	\$ -	100%	454	-	\$ -	-	\$ -	-	\$ -
23.2	Over the Counter Review		Per Review	200	\$ -	113	0%	22,689	\$ -	22,689	\$ -	100%	113	22,689	\$ -	-	\$ -	-	\$ -





Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations								
				Per Unit		Annual		Per Unit		Annual						
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Annual Revenue	Recommended Subsidy		
24.1	Flood Zone Project	New, Flat	10	\$ -	\$ 340	0%	\$ 3,403	\$ -	\$ 3,403	\$ -	\$ 3,403	100%	\$ 340	\$ 3,403	\$ 3,403	\$ -
24.2	Hydrology Study	New, Flat	6	\$ -	\$ 454	0%	\$ 2,723	\$ -	\$ 2,723	\$ -	\$ 2,723	100%	\$ 454	\$ 2,723	\$ 2,723	\$ -
24.3	Traffic Study: Assumptions Memo	New, Flat	4	\$ -	\$ 817	0%	\$ 3,269	\$ -	\$ 3,269	\$ -	\$ 3,269	100%	\$ 817	\$ 3,269	\$ 3,269	\$ -
24.4	Traffic Study: Impact Report	New, Flat	4	\$ -	\$ 4,086	0%	\$ 16,343	\$ -	\$ 16,343	\$ -	\$ 16,343	100%	\$ 4,086	\$ 16,343	\$ 16,343	\$ -
25.1	E-12 Regulated Project/Stormwater Control Plan	New - Flat Fee	-	\$ -	\$ 1,134	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ 1,134	\$ -	\$ -	\$ -
25.2	Geotechnical Study	New - Flat Fee	-	\$ -	\$ 680	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ 680	\$ -	\$ -	\$ -
25.3	3rd Party Geotechnical Peer Review	Actual Cost + Surcharge	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	Actual cost + 20% surcharge	\$ -	\$ -	\$ -
26.1	Consultant 3rd Party Review	New, %	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	Actual cost + 20% surcharge	\$ -	\$ -	\$ -
26.2	City Surveyor Review	New, %	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	Consultant actual cost + 20% surcharge	\$ -	\$ -	\$ -
28	Parcel Map Plan Check (Minor Subdivision)	Flat Fee	-	\$ 713	\$ 1,134	63%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ 1,134	\$ -	\$ -	\$ -
29	Final Map Plan Check (Major Subdivision)	Deposit + Hourly	-	\$ 3,285	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$1,815 Deposit	\$ -	\$ -	\$ -
29.1	Lot Line Adjustment Review	New - Flat Fee	-	\$ -	\$ 1,134	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ 1,134	\$ -	\$ -	\$ -
29.2	Tentative Map Review	New - Deposit + Hourly	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$1,815 Deposit	\$ -	\$ -	\$ -
30	Right-of-Way Improvements/Infrastructure - Plan Checking and Inspection															
31	\$0 - \$20k cost of improvements	Flat Fee	20	\$ 246	See Encroachment Permits											
32	\$20k - \$50k cost of improvements	Flat Fee	20	\$ 246	\$ 618	40%	\$ 12,354	\$ 4,920	\$ 7,434	\$ 7,434	\$ 7,434	100%	\$ 618	\$ 12,354	\$ 7,434	\$ -
32.1	\$50k - \$100k cost of improvements	Flat Fee	10	\$ 246	\$ 1,235	20%	\$ 12,354	\$ 2,460	\$ 9,894	\$ 9,894	\$ 9,894	100%	\$ 1,235	\$ 12,354	\$ 9,894	\$ -
33	\$100k+ cost of improvements	Deposit + Hourly	3	\$ 246	\$ 4,942	5%	\$ 14,825	\$ 738	\$ 14,087	\$ 14,087	\$ 14,087	100%	\$ 4,942	\$ 14,825	\$ 14,087	\$ -
33.1	Subdivision Improvements	Delete	-	\$ 7,364	See categories under PW Review of Planning/Building submissions											
33.5	Subdivision Map Final Review	Delete	-	\$ -	See categories under PW Review of Planning/Building submissions											
34	Improvement/Subdivision Inspections															
35	Curb and Gutter Inspection:															
36	Projects under \$5,000	Delete	-	\$ 368	These projects will now be charged according to fee #'s 31 through 33.6.											
37	Projects over \$5,000	Delete	-	\$ 2,615												
38	Sidewalk Inspection:		0	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current				Recommendations						
				Current Fee	Per Unit Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Fee @ Policy Level	Annual Revenue	Annual Increased Revenue	Recommended Subsidy
39	Projects under \$5,000	Delete	-	\$ 368	These projects will now be charged according to fee #'s 31 through 33.6.									
40	Projects over \$5,000	Delete	-	\$ 2,516										
41	Driveway Approaches:													
42	Projects under \$5,000	Delete	-	\$ 368	These projects will now be charged according to fee #'s 31 through 33.6.									
43	Projects over \$5,000	Delete	-	\$ 2,615										
44	Multiple Driveways													
45	Projects under \$5,000	Delete	-	\$ 368	These projects will now be charged according to fee #'s 31 through 33.6.									
46	Projects over \$5,000	Delete	-	\$ 2,615										
51	Grading Permits - Plan Check and Inspections (includes NPDES)													
54	Permit and Plan Check	Flat Fee	13	\$ 869	\$ 782	111%	\$ 10,161	\$ 11,297	\$ (1,136)	100%	\$ 782	\$ 10,161	\$ (1,136)	\$ -
58	Seasonal Grading Inspections (rain seasons)	Per rainy season (Oct 15 - Apr 15)	8	\$ -	\$ 1,563	0%	\$ 12,506	\$ -	\$ 12,506	100%	\$ 1,563	\$ 12,506	\$ 12,506	\$ -
59	Water Use Permits													
60	Water Course Permits	Flat Fee	12	\$ 31	\$ 454	7%	\$ 5,445	\$ 372	\$ 5,073	100%	\$ 454	\$ 5,445	\$ 5,073	\$ -
61	Tide Land Permits - Dredged Material	Flat Fee	4	\$ 1	\$ 618	0%	\$ 2,471	\$ 5	\$ 2,466	100%	\$ 618	\$ 2,471	\$ 2,466	\$ -
62	Tide Land Permits - Other Tidelands Permits	deposit + hourly	1	\$ 500	\$ 618	81%	\$ 618	\$ 500	\$ 118	100%	\$ 618	\$ 618	\$ 118	\$ -
66	Special Studies (new)													
70.1	Special Studies (reimbursement)	Flat Fee	1	\$ 2,056	\$ 4,538	45%	\$ 4,538	\$ 2,056	\$ 2,482	100%	Actual cost + 20% surcharge	\$ 666,730	\$ 123,031	\$ 10,136
	Total User Fees						\$ 779,230	\$ 554,750	\$ 224,480	71%		\$ 666,730	\$ 123,031	\$ 10,136
	% of Full Cost								29%		86%		22%	1%

Footnotes

- 1 Fee #6 Public Records Request fees may be waived at the City's sole discretion for requests totaling fewer than 50 pages per request.
- 2 Fee #20 Temporary Encroachment Permits: there is no charge for debris boxes if placed on private property.
- 3 Fee #23 PW Review of Building & Planning Permit - All planning and building permit submissions may be referred to third-party review by an external consultant or the City Surveyor at the discretion of Department of Public Works staff. The applicant is responsible for reimbursement of any fees accrued by external consultants or City Surveyor.





Recreation/Child Care



Recreation Facilities Reservation Fees		
Fee Category	Resident Fees	Non-Resident Fees
San Rafael Community Center		
Auditorium/Gymnasium		
Non-profit organizations	\$90/hr, 4 hr min Sun-Fri; 8 hr. min Sat.	\$100/hr, 4 hr min Sun-Fri; 8 hr. min Sat.
Private use & non-profit fundraising events	\$110/hr, 4 hr min Sun-Fri; 8 hr. min Sat.	\$120/hr, 4 hr min Sun-Fri; 8 hr. min Sat.
Commercial groups	\$130/hr, 4 hr min Sun-Fri; 8 hr. min Sat.	\$140/hr, 4 hr min Sun-Fri; 8 hr. min Sat.
Clubroom, Lounge		
Non-profit organizations	\$30/room/hr	\$35/room/hr
Private use & non-profit fundraising events	\$40/room/hr	\$45/room/hr
Commercial groups	\$55/room/hr	\$60/room/hr
Kitchen with Facility Rental		
Non-profit organizations	\$120/flat	\$130/flat
Private use & non-profit fundraising events	\$150/flat	\$160/flat
Commercial groups	\$180/flat	\$190/flat
Lonatese Garden (fees apply if not in conjunction with Auditorium Rental)		
Non-profit organizations	\$25.00/hr	\$30.00/hr
Private use & non-profit fundraising events	\$35.00/hr	\$40.00/hr
Commercial groups	\$45.00/hr	\$50.00/hr
Miscellaneous Fees		
Reservation deposit fee for SRCC - Auditorium	\$1,000	\$1,000
Reservation deposit fee for SRCC – Clubrooms	\$100 per/room	\$100 per/room
Staff attendant fee	\$25/hr	\$25/hr
Albert J Boro Community Center		
Auditorium/Gymnasium		
Non-profit organizations	\$45/hr, 4 hr min Sun-Fri; 8 hr. min Sat.	\$50/hr, 4 hr min Sun-Fri; 8 hr. min Sat.
Private use & non-profit fundraising events	\$55/hr, 4 hr min Sun-Fri; 8 hr. min Sat.	\$120/hr, 4 hr min Sun-Fri; 8 hr. min Sat.



Recreation Facilities Reservation Fees

Fee Category	Resident Fees	Non-Resident Fees
Commercial groups	\$130/hr, 4 hr min Sun-Fri; 8 hr. min Sat.	\$140/hr, 4 hr min Sun-Fri; 8 hr. min Sat.
Classroom		
Non-profit organizations	\$15/room/hr	\$18/room/hr
Private use & non-profit fundraising events	\$20/room/hr	\$45/room/hr
Commercial groups	\$55/room/hr	\$60/room/hr
Kitchen with Facility Rental		
Non-profit organizations	\$60/flat	\$65/flat
Private use & non-profit fundraising events	\$75/flat	\$160/flat
Commercial groups	\$180/flat	\$190/flat
Miscellaneous Fees		
Reservation deposit fee for ABCC - Auditorium/Gym	\$1,000	\$1,000
Reservation deposit fee for ABCC – Classrooms	\$100 per/room	\$100 per/room
Staff attendant fee	\$25/hr	\$25/hr
Terra Linda Recreation Center		
Clubroom		
Non-profit organizations	\$30/room/hr	\$35/room/hr
Private use & non-profit fundraising events	\$40/room/hr	\$45/room/hr
Commercial groups	\$55/room/hr	\$60/room/hr
Kitchen		
Non-profit organizations	\$50/flat	\$70/flat
Private use & non-profit fundraising events	\$60/flat	\$80/flat
Commercial groups	\$70/flat	\$90/flat
Miscellaneous Fees		
Deposit fee for Terra Linda Clubrooms	\$100 per room	\$100 per room
Staff attendant fee	\$25/hr	\$25/hr



Falkirk Fees

Fee Category	Resident Fees	Non-Resident Fees
Falkirk Cultural Center		
Monday - Thursday		
Non-profit organizations	\$600 for 6 hr.	\$720 for 6 hr.
Private use & non-profit fundraising	\$900 for 6 hr.	\$1,020 for 6 hr.
Commercial groups	\$1,200 for 6 hr.	\$1,320 for 6 hr.
Reservation/Damage Refundable Deposit	\$1,000	\$1,000
Fridays and Sundays		
Non-profit organizations	\$900 for 6 hr.	\$1,020 for 6 hr.
Private use & non-profit fundraising	\$1,350 for 6 hr.	\$1,470 for 6 hr.
Commercial groups	\$1,800 for 6 hr.	\$1,920 for 6 hr.
Reservation/Damage Refundable Deposit	\$1,000	\$1,000
Saturdays		
Non-profit organizations	\$1,800 for 12 hr. rental	\$2,040 for 12 hr. rental
Private use & non-profit fundraising	\$2,700 for 12 hr. rental	\$2,940 for 12 hr. rental
Commercial groups	\$3,600 for 12 hr. rental	\$3,840 for 12 hr. rental
Reservation/Damage Refundable Deposit	\$1,000	\$1,000
Long Term Rental		
Non-profit organizations	\$100/hr	\$120/hr
Private use & non-profit fundraising	\$150/hr	\$170/hr
Commercial groups	\$200/hr	\$220/hr
Reservation/Damage Refundable Deposit	\$100	\$100

Aquatics Fees

Fee Category	Resident Fees	Non-Resident Fees
Pool Season Passes		
Memorial Day - Labor Day Passes	Memorial Day - Labor Day Passes Adult Pass (18-61): \$140/\$160 Youth Pass (ages 1-17): \$100/\$120 Senior Pass (ages 62+): \$100/\$120 Under 1: No Charge	
Lap Swim (15 admissions)		
Adult Punch Pass (Lap & Rec Swim) - 15 Pre-Paid Visits	\$91	\$117
Youth & Senior Punch Pass (Lap & Rec Swim) - 15 Pre-Paid Visits	\$65	\$91
Daily Admission (Lap & Rec Swim) Drop-in		
Adult (18 - 61 years)	\$7	\$10
Youth (1 - 17 years) & Seniors (62+ years)	\$5	\$8
Under 1 year old	Free	Free
Pool Area Rentals		
Rental of Terra Linda Community Pool facility	\$120/hr 2 hr. min. Residents/SR Non-Profits (includes 2 lifeguards)	\$150/hr 2 hr. min. Non-Residents & Outside Non-Profits; \$200/hr Commercial (includes 2 lifeguards)
Lifeguard fee	for groups >50, \$25/hr per additional Lifeguard; 1 Lifeguard per 25 additional swimmers Req.	for groups >50, \$25/hr per additional Lifeguard; 1 Lifeguard per 25 additional swimmers Req.
Water Inflatable Fee	\$40/hr	\$50/hr
Picnic Tables (2 hour minimum, attendees will be charged at Resident rates for pool entry)	\$42/hr	\$48/hr
Indoor Party Room (3 hour block, includes 30 entries)	\$350	\$385
Lane Fee		
Lane Fee for Local Swim Teams - standard practice	\$6/lane/hour	\$7/lane/hour
Lane Fee for Local Swim Teams - swim meets or practices for novice swimmers	\$9/lane/hour	\$10/lane/hour
Lane Fee for Commercial Groups	\$15/lane/hour	\$19/lane/hour
Swim Lessons		
Group Lessons - 30 minute	\$15 per lesson	\$18 per lesson
Group Lessons - 40 minute	\$17 per lesson	\$20 per lesson
Private Lessons - 30 minute	\$35 per lesson	\$40 per lesson

Park & Field Reservation Fees

Fee Category	Resident Fees	Non-Resident Fees
Park Facilities Fees		
Albert Park Stadium All Field		
Non-profit organizations	\$45/hr	\$50/hr
Private use & non-profit fundraising	\$55/hr	\$60/hr
Commercial groups	\$65/hr	\$70/hr
Game Field Prep	\$30 flat fee	\$35 flat fee
Field Rental Deposit	\$300	\$300
Lights (evening uses)	\$42/hr	\$42/hr
Pickleweed Field (per soccer field)		
Non-profit organizations	\$20/hr	\$25/hr
Private use & non-profit fundraising	\$30/hr	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Field Rental Deposit	\$300	\$300
Bernard Hoffman Field		
Non-profit organizations	\$20/hr	\$25/hr
Private use & non-profit fundraising	\$30/hr	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Field Rental Deposit	\$100	\$100
Victor Jones Field		
Non-profit organizations	\$20/hr	\$25/hr
Private use & non-profit fundraising	\$30/hr	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Field Rental Deposit	\$100	\$100
Redwood Grove- Gestle Park Picnic Area (3hr min)		
Non-profit organizations	\$30/hr.	\$35/hr.
Private use & non-profit fundraising	\$40/hr	\$45/hr
Commercial groups	\$50/hr.	\$55/hr
Pickleweed Park Picnic Area (3hr min)		
Non-profit organizations	\$15/hr.	\$18/hr.
Private use & non-profit fundraising	\$20/hr	\$45/hr
Commercial groups	\$50/hr.	\$55/hr



Park & Field Reservation Fees

Fee Category	Resident Fees	Non-Resident Fees
Small Group Picnic Areas (Gerstle Park 1 & 2; Sun Valley, Victor Jones - Upper & Lower; Terra Linda; Santa Margarita; Frietas) (3hr min)		
Non-profit organizations	\$20/hr.	\$25/hr
Private use & non-profit fundraising	\$30/hr.	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Turf/Black Top Areas		
Non-profit organizations	\$20/hr.	\$25/hr
Private use & non-profit fundraising	\$30/hr.	\$35/hr
Commercial groups	\$40/hr	\$45/hr
Park Rental for Special Event - Use of a full park for a special event; will create list of parks where this is allowed. (Daily Rate - additional facility attendant of trash pick up fees may be applied)		
Non-profit organizations	\$500/day	\$600/day
Private use & non-profit fundraising	\$600/day	\$700/day
Commercial groups	\$700/day	\$800/day
Tennis Courts (Leagues/Tournament Play)		
Non-profit organizations	\$15 court/hr	\$20 court/hr
Private use & non-profit fundraising	\$20 court/hr	\$25 court/hr
Commercial groups	\$25 court/hr	\$30 court/hr
Lights (evening uses)	\$20/hr	\$20/hr
Tennis Keys		
Tennis keys - Adult (18+ years)	\$50/yr	\$75/yr
Tennis keys - Youth (under 18)		
Tennis keys - seniors (60 and over)		
Community Garden		
Community Garden annual fee (Terra Linda)		
Full Plot = 450' sq. ft.	\$133	N/A
Half-Plot = 225' sq. ft.	\$115	N/A
Community Garden annual fee (Canal)		
Full Plot = 50' sq. ft.	\$75	\$90
Half-Plot = 25' sq. ft.	\$37	\$44



Film, Photo & Event Fees

Fee Category	Resident Fees	Non-Resident Fees
Filming		
Private use & non-profit fundraising	\$ 53.00/hr for 4 hr minimum	N/A
Commercial groups	\$132.00/hr for 4 hr minimum	N/A
Still Photography		
Private use & non-profit fundraising	\$ 53.00/hr for 4 hr minimum	N/A
Commercial groups	\$ 79.00/hr for 4 hr minimum	N/A
Additional Fees From Master Fee Schedule	Resident or Local Non-Profit	Non-Resident NP or Commercial
Banner Hanging - Vertical Banners	1-4 Banners: \$150 each 5-9 Banners: \$105 each 10+ Banners: \$90 each	N/A
Banner Hanging - Horizontal Banners	\$450 per banner	N/A
Parade Permits/Street Closures	\$200 one block or plaza \$400 two or more blocks	\$250 one block or plaza \$500 two or more blocks
Special Events Permits	\$150	\$300



City of San Rafael Child Care

Day	Approximate Time	Proposed Regular Rate	Proposed Drop in Rate
Full Day	7:30-6:30	\$56	\$61
Recreation Day	10:00-4:00	\$44	\$49
After School	2:30-6:30	\$25	\$30
Minimum Day/K-Full	1:25-6:30	\$36	\$41
Minimum Day Conf/ * K-Full 8/23-9/07	12:05-6:30	\$46	\$51
K-Part/TK-Part	1:25-2:30	\$16	\$21
*K-Part 8/23-9/07	11:50-2:30	\$21	\$26
Preschool Tuition		\$1,474	delete daily rate
Reg Fee		\$75/child	delete family discount



COMMUNITY SERVICES SUMMARY

Program	Expenditure \$	Revenue \$	Actual % Recovery
Rentals - Picnic at the Pool	\$29,853	\$15,352	51%
Rentals - Fields	\$142,698	\$55,034	39%
Rentals - Facilities	\$1,405,697	\$586,530	42%
Rentals - Picnics	\$35,304	\$14,004	40%
Aquatics - Lap Swim and Rec Swin	\$328,379	\$168,872	51%
Community Gardens	\$56,450	\$8,852	16%
Banners	\$28,668	\$1,572	5%
Film and Photography	\$28,668	\$1,572	5%
Special Events	\$277,456	\$29,700	11%
Art Exhibits	\$22,747	\$8,904	39%
Contract Classes/Camps/Workshops/Programs	\$835,634	\$386,012	46%
Staff-Run Classes & Programs	\$465,584	\$192,426	41%
Programs/Services provided by a JAU or MOU	\$256,993	\$109,189	42%
Child care pre-school	\$873,461	\$732,430	84%
Child care afterschool program	\$2,615,933	\$2,688,922	103%
Child care afterschool contract instructor classes	\$732,417	\$830,000	113%
Child care grant funded programs	\$449,850	\$357,009	79%
Community Services Total	\$8,585,791	\$6,186,380	72%



SECTION 4

Fee Schedule Comparison Analysis

SECTION 4

Fee Schedule Comparison Analysis

A component of the Fee Analysis scope calls for a comparison of San Rafael fees against those charged by similar agencies. For the development and non-development fees, with help and recommendations from staff, MGT compared fee amounts and structure to the following agencies: Fairfield, Hayward, Napa, Novato, San Leandro, and Vallejo.

For the Recreation fees we compared San Rafael fees and fee structure to the following agencies: Fairfield, Nap, Novato, San Leandro and Vallejo. Additionally, because of the uniqueness of the Falkirk Cultural Center, staff recommended we compare fees and fee structures for this specific building to the following buildings: The Outdoor Art Club, Marin Art & Garden Center, Elks Club Maple Lawn, Camron-Sanford House, and Dunsmuir Hellman.

For Child Care fees we compared San Rafael fees and fee structures to the following childcare centers: Northbay Children's Center (Healdsburg USD), Lu Sutton Facility (Novato), Mill Valley Child Care Center (Mill Valley), and Twin Cities Rec Center (Corte Madera).

The purpose of this component is to give San Rafael an understanding of fee structures typical in the region. This analysis gives San Rafael management an opportunity to review fee structures and fee amounts employed by other agencies and emulate any as appropriate.

MGT understands the value of this information, but believes it is important to provide the following context: 1) unless MGT has performed a similar study for the surrounding jurisdiction, we do not know what cost components are included in the fees, 2) a simple comparison of fees does not provide the City with the knowledge of whether the neighboring city has a policy of full cost recovery, or something less than 100%, 3) service levels may vary widely from jurisdiction to jurisdiction, and 4) it can be difficult to ensure an exact match up of services when each agency describes a service in its own unique manner.

The following pages display the comparison analysis results.

San Rafael Non-Development Fee Comparison Survey

City of San Rafael	Proposed Fee	Fairfield	Vallejo	Hayward	San Leandro	Napa	Novato
CITY CLERK							
Facility Rental: Council Chambers w/ Sound	\$450 Flat Fee	n/a	\$115/hr	Not on fee schedule	Not on fee schedule	\$120/hr (first 4 hours) + \$36 per additional hour	n/a
Facility Rental: Council Chambers w/o Sound	Remove	n/a	\$115/hr	Not on fee schedule	Not on fee schedule	\$120/hr (first 4 hours) + \$36 per additional hour	n/a
City of San Rafael Municipal Code	Actual Cost	n/a	Not on fee schedule	Not on fee schedule	\$125	n/a	n/a
FINANCE							
Payment Processing	\$35	n/a	25	\$25	25	\$25	n/a
Xerox Copies	\$0.15	n/a	\$0.15	\$0.50/pg (first 10 pgs) + \$0.10 per additional pg	\$2 flat (first 10 pgs), \$0.10 per additional pg	\$30 per page	n/a
Business License: Home Occupation	\$144	n/a	Not on fee schedule	Not on fee schedule	Not on fee schedule	\$36	n/a
Business License: Commercial Location	\$214	n/a	Not on fee schedule	Not on fee schedule	Not on fee schedule	\$147	n/a
ECONOMIC DEVELOPMENT							
Cannabis Application	\$6,356	Not on fee schedule	\$8,288	\$15,000	Not on fee schedule	Not on fee schedule	Not on fee schedule
Appeals (for denied cannabis applications)	\$4,814	Not on fee schedule	\$4,773	Not on fee schedule	Not on fee schedule	Not on fee schedule	Not on fee schedule
Annual License Renewal	\$487	Not on fee schedule	Not on fee schedule	\$160	Not on fee schedule	Not on fee schedule	Not on fee schedule
Registration for Outside Company Delivery	\$214	Not on fee schedule	Not on fee schedule	N/A	Not on fee schedule	Not on fee schedule	Not on fee schedule
POLICE							
Fingerprinting	\$22	\$12 per card	\$30	\$26	\$25 residents; \$50 nonresidents	\$22	n/a
DUI Collision Restitution/Emergency Response	Actual Cost - Max of \$12,000	Actual Cost	Actual Cost	Actual Cost	Actual cost of city property + \$77/hr	Actual Cost	n/a
Police support for events	Actual Cost - Per Hour	\$49/hr per officer (3-hour min)	Actual Cost	Actual Cost	Direct costs in excess of \$500 per event	Not on fee schedule	n/a
Clearance Letter	\$58	Not on fee schedule	n/a	\$43	25	Not on fee schedule	n/a
Copy request for PD reports	\$10	\$5 (1-10 pages); \$11 (11-20 pages)	\$20	\$16	\$2 (1-10 pgs); \$10 per additional page	\$20 (first 10 pgs); \$39 per additional page	n/a
FIRE							
Fire sprinkler system single family dwelling	\$314 + \$4 per sprinkler	\$137/residence (\$275 min)	\$394 +\$4 per sprinkler	\$663	\$741 + \$1 per head	\$266	n/a
Fire sprinkler systems with 10 sprinklers or less	\$314 + \$4 per sprinkler	\$05/sq. ft.	\$394 +\$4 per sprinkler	\$663	\$741 + \$1 per head	\$378 (first 50 heads)	n/a
Fire sprinkler systems with 11 sprinklers or more	\$314 + \$4 per sprinkler	\$05/sq. ft.	\$394 +\$4 per sprinkler	\$663	\$741 + \$1 per head	\$112 (each additional 25 heads)	n/a
Fire Clearance Inspection	\$189	\$137	\$290	\$50 (6 or less occupants \$100 (7 or less occupants)	\$135	Full cost	n/a
Nuisance Alarm Fee	\$413 per hour, 2 hour minimum	Not on fee schedule	Not on fee schedule	Not on fee schedule	Not on fee schedule	Not on fee schedule	n/a

San Rafael Development Fee Comparison Survey

City of San Rafael		Proposed Fee	Fairfield	Vallejo	Hayward	San Leandro	Napa	Novato
BUILDING								
Construction Plan Checking		65%	n/a	70%	Not in fee schedule	Not in fee schedule	33%	65%
Valuation: \$25,001 to \$50,000		\$800 for first \$25,000 + \$11.55 for each addl \$1,000	n/a	\$2	\$495.68 for first \$25,000 + \$12.80 per additional \$1,000	\$447 for first \$10,000 + \$15.27 per additional \$1,000 up to \$50,000	n/a	\$401.10 for the first \$25,000 plus \$10.10 for each additional \$1,000
Plumbing Fee: Water Heater		Fee Removed due to structure changes	n/a	\$79	\$73.50	Not on fee schedule	Not in fee schedule	\$,035 per sq. ft. (\$74 min)
Mechanical Fee: Furnace or Heater: Over 100,000 BTU		Fee Removed due to structure changes	n/a	\$168	\$147	Not on fee schedule	Not in fee schedule	\$,035 per sq. ft. (\$74 min)
Technology Surcharge		5%	n/a	4%	6%	6%	Not in fee schedule	10%
PLANNING								
Lot Line Adjustment		\$4,888	\$1,309	\$2,094	\$4,000	Direct Costs + \$16,000 initial deposit	Full cost (\$2,500 min deposit)	\$2,219
Tentative Map		\$15,650	\$9,126 + \$52/lot	\$9,428	\$4,000 (processed administratively) \$6,000 (involved public hearing)	Direct Costs	Full cost (\$2,500 min deposit)	\$4,791
Certificate of Compliance		\$4,828	Not on fee schedule	\$2,699	\$4,000	Direct Costs + \$16,000 initial deposit	Full cost (\$2,500 min deposit)	\$2,256
Use Permit - Planning Commission		\$8,200	\$3,452	\$4,562	\$6,000	(Residential) Direct costs + \$6,000 deposit (Nonresidential) Direct Costs + \$10,000 deposit	Full cost (\$2,500 min deposit)	\$2,661
Variance - Minor Variance		\$7,297	\$3,452	\$6,582 (no minor variance fee)	\$2,000 (processed administratively) \$6,000 (involved public hearing)	Direct costs + \$6,000 deposit	Full cost (\$2,500 min deposit)	\$2,154
PUBLIC WORKS								
Minor Encroachment Permit		\$486	\$104	\$424 (no "minor" encroachment)	\$834	\$65 + direct costs	\$620	\$150
Subdivisions Plan Checking- \$10,001 - \$100,000		Fee broken out into different structure	Not on fee schedule	Not on fee schedule	\$4,000 (processed administratively) \$6,000 (involved public hearing)	Direct costs	Full cost (\$2,500 min deposit)	Not on fee schedule
Improvement Inspection Fee: Curb and Gutter Inspection: Projects over \$5,000		Fee broken out into different structure	\$133/day	Deposit + Direct costs	\$851 (up to 100 linear ft) + \$372 per additional 50ft	Direct costs	Full cost (\$2,500 min deposit)	3.6% of engineer cost estimate
Improvement Inspection Fee: Sidewalk Inspection: Projects over \$5,000		Fee broken out into different structure	\$133/day	Deposit + Direct costs	\$851 (up to 100 linear ft) + \$372 per additional 50ft	Direct costs	Full cost (\$2,500 min deposit)	3.6% of engineer cost estimate
Grading Permits: Plan Check and Inspection: 1,001 to 10,000 cu. Yds		\$771	Not on fee schedule	Deposit + Direct costs	\$4,000	(Inspection) \$125/hr (Plan Review) Direct costs	Full cost (\$2,500 min deposit)	\$2,740

City of San Rafael Child Care Comparison Survey

City of San Rafael Child Care

Day	Regular Rate	Drop in Rate	Time
Full Day	\$53	\$58	7:30-6:30
Recreation Day	\$41.50	\$46.50	10:00-4:00
After School	\$24	\$29	2:30-6:30
Minimum Day	\$34	\$39	1:25-6:30
Minimum Day Conf	\$44	\$49	12:05-6:30
K-Part/TK-Part	\$15	\$20	1:25-2:30
K-Full	\$34	\$39	1:25-6:30
* K-Full 8/23-9/07	\$44	\$49	11:50-6:30
*K-Part 8/23-9/07	\$20	\$25	11:50-2:30
Preschool Tuition	\$1,365	\$75/day	
Reg Fee	\$42/Child	\$58/Family	

Northbay Children's Center			
Healdsburg USD			
Day	Regular Rate	Drop In Rate	Time
4&5 Days			
Full Day	\$47	Additional \$10	7:30am - 4:30pm
Full Day Monthly Rate	\$932		7:30am - 4:30pm
Part Day Monthly Rate	\$557		8:30am - 11:30am
3 Days			
Full Day	\$33	Additional \$10	7:30am - 4:30pm
Full Day Monthly Rate	\$665		7:30am - 4:30pm
Part Day Monthly Rate	\$387		8:30am - 11:30am
Late Pickup fee: \$5 per minute after 4:30pm			
Late Penalty fee: \$20			
Registration fee: \$50 per child, Materials fee \$100, per child, per year			

Lu Sutton Facility			
Novato			
Day	Regular Rate	Drop In Rate	Time
Full Day	\$50	Does not specify	6:30am - 6:30pm
Pre-K			
Month	Resident	Non-Resident	
February 2020	\$296	\$309	9:15am - 1:15pm
March 2020	\$424	\$437	9:15am - 1:15pm
April 2020	\$328	\$341	9:15am - 1:15pm
May 2020	\$392	\$405	9:15am - 1:15pm

City of San Rafael Child Care Comparison Survey

City of San Rafael Child Care

Day	Regular Rate	Drop in Rate	Time
Full Day	\$53	\$58	7:30-6:30
Recreation Day	\$41.50	\$46.50	10:00-4:00
After School	\$24	\$29	2:30-6:30
Minimum Day	\$34	\$39	1:25-6:30
Minimum Day Conf	\$44	\$49	12:05-6:30
K-Part/TK-Part	\$15	\$20	1:25-2:30
K-Full	\$34	\$39	1:25-6:30
* K-Full 8/23-9/07	\$44	\$49	11:50-6:30
* K-Part 8/23-9/07	\$20	\$25	11:50-2:30
Preschool Tuition	\$1,365	\$75/day	
Reg Fee	\$42/Child	\$58/Family	

Mill Valley Child Care Center			
Mill Valley			
Program	Ages	Rate	Time
Pre-School Program	2.5-4 year	\$39/day	7:30am -6pm
Kindergarten Program (before and after school)	Kindergarten age	\$26/day	7:30am -6pm
Kindergarten Program (before school)	Kindergarten age	\$14.50/day	7:30am -6pm
Kindergarten Program (after school)	Kindergarten age	\$16/day	7:30am -6pm
School Age Program	6-9 age	\$21/day	7:30am -6pm
Summer Camp program	6-9 age	\$39/day	9 am- 4:30pm
Registration fee - \$25			

Twin Cities Rec Center		
Corte Madera		
Program	Resident	Non-Resident
Summer Program	\$650/child	\$750/child
Daily Drop-in	\$50/child	\$55/child
Weekly Fee	\$175/child	\$185/child
Afterschool Program - Kinder	\$36	Doesn't specify
Afterschool Program - Grades 1-6	\$25	Doesn't specify
Afterschool Program - Non School days	\$47	Doesn't specify

Recreation Fees

San Rafael		Fairfield		Vallejo		San Leandro		Napa		Novato		
Fee Category	Proposed Resident Fees	Proposed Non-Resident Fees	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident
San Rafael Community Center & Redwood Community Center												
08.00.06.1 - Auditorium/Gymnasium												
Non-profit organizations	\$90/hr	\$100/hr	\$44/hr	\$53/hr	\$38/hr	\$58/hr	\$20/hr, M-Th \$40/hr, Fri-Sun	Additional \$175 flat fee	\$132/hr	Add 10% to resident rate	\$132/hr	Add 10% to resident rate
Private use & non-profit fundraising events	\$110/hr	\$120/hr	\$58/hr	\$69/hr	\$175/hr	\$265/hr	\$80/hr, M-Th \$160/hr, Fri-Sun	Additional \$175 flat fee	\$167/hr	Add 10% to resident rate	\$167/hr	Add 10% to resident rate
Commercial groups	\$130/hr	\$140/hr	\$58/hr	\$69/hr	\$263/hr	\$306/hr	\$80/hr, M-Th \$160/hr, Fri-Sun	Additional \$175 flat fee	\$196/hr	Add 10% to resident rate	\$196/hr	Add 10% to resident rate
08.00.06.2 - Clubroom, Lounge												
Non-profit organizations	\$30/room/hr	\$35/room/hr	\$28/hr	\$34/hr	\$12/hr	\$12/hr	Meeting Room		\$55/hr	Add 10% to resident rate	\$55/hr	Add 10% to resident rate
Private use & non-profit fundraising events	\$40/room/hr	\$45/room/hr	\$35/hr	\$42/hr	\$40/hr	\$61/hr			\$68/hr	Add 10% to resident rate	\$68/hr	Add 10% to resident rate
Commercial groups	\$55/room/hr	\$60/room/hr	\$35/hr	\$42/hr	\$61/hr	\$71/hr			\$81/hr	Add 10% to resident rate	\$81/hr	Add 10% to resident rate
08.00.06.3 - Kitchen with Facility Rental												
Non-profit organizations	\$120/flat	\$130/flat	\$26/flat	\$32/flat	\$100/flat	\$100/flat	Senior Center Kitchen		Included in the facility rental price			
Private use & non-profit fundraising events	\$150/flat	\$160/flat	\$33/flat	\$40/flat	\$100/flat	\$150/flat						
Commercial groups	\$180/flat	\$190/flat	\$33/flat	\$40/flat	\$150/flat	\$175/flat						
Terra Linda Recreation Center												
08.00.06.6 - Clubroom												
Non-profit organizations	\$30/room/hr	\$35/room/hr	\$28/hr	\$34/hr	\$14/hr	\$14/hr	Clubroom/Meeting Room		\$30/hr	Add 10% to resident rate	\$30/hr	Add 10% to resident rate
Private use & non-profit fundraising events	\$40/room/hr	\$45/room/hr	\$32/hr	\$38/hr	\$65/hr	\$96/hr	Private		\$45/hr	Add 10% to resident rate	\$45/hr	Add 10% to resident rate
Commercial Groups	\$55/room/hr	\$60/room/hr	\$32/hr	\$38/hr	\$96/hr	\$112/hr	Commercial		\$60/hr	Add 10% to resident rate	\$60/hr	Add 10% to resident rate

Recreation Fees

San Rafael			Fairfield		Vallejo		San Leandro		Napa		Novato			
Fee Category	Proposed Resident Fees	Proposed Non-Resident Fees	Resident/Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	
Daily Admission			Daily admission											
Adult (18 - 61 years)	\$7.00	\$10.00	\$5 per adult	\$5	\$5	\$6 flat fee		\$3	\$3	\$5	\$9			
Youth (1 - 17 years) & Seniors (62+ years)	\$5.00	\$8.00	\$5 per youth (3-12 years)	\$4	\$4			\$3	\$3	\$4	\$7			
Park Facilities Fees			Outside Facilities			Parks			Parks			Parks		
08.00.06.10 - City Athletic Fields			Athletic Fields			Athletic Fields			Athletic Fields			Athletic Fields		
Non-profit organizations	\$30-\$45/hr	\$25-\$50/hr	\$16.5/hr, without lights \$31.50/hr, with lights (Youth) \$37.50/hr, with lights (Adults)	\$12/hr (2 hr. min)	\$15/hr (2 hr. min)	\$20/hr	\$20/hr	\$11.25/hr, 2-hr min	Additional \$150 fee	\$32/hr	Add 10% to resident rate			
Private use & non-profit fundraising	\$30-\$55/hr	\$35-\$60/hr	\$22/hr, without lights \$42/hr, with lights (Youth) \$50/hr, with lights (Adults)	\$30/hr (2 hr min.)	\$35/hr (2 hr min.)	\$20/hr	\$30/hr	\$11.25/hr, 2-hr min	Additional \$150 fee	\$40/hr	Add 10% to resident rate			
Commercial groups	\$40-\$65/hr	\$35-\$70/hr	\$22/hr, without lights \$42/hr, with lights (Youth) \$50/hr, with lights (Adults)	\$30/hr (2 hr min.)	\$35/hr (2 hr min.)	\$30/hr	\$35/hr	\$11.25/hr, 2-hr min	Additional \$150 fee	\$56/hr	Add 10% to resident rate			
08.00.06.11 - Large group picnic areas, Redwood Grove at Gerstle, Pickleweed Park group barbecue (3 hour minimums)			Picnic Sites			Lakewood East, Dan Foley Picnic Area			Picnic Pavilion (All Users)			Picnic Areas		
Non-profit organizations	\$15-\$30/hr	\$18-\$35/hr	\$11.25/day, Single Table Areas \$11.25/day X no. of tables in group site, Group Areas	\$95/day	\$113/day	\$60/day	\$90/day	\$150/ half day	Additional \$150 fee	\$27/hr	Add 10% to resident rate			
Private use & non-profit fundraising	\$20-\$40/hr	\$45/hr	\$15/day, Single Table Areas \$15/day X no. of tables in group site, Group Areas	\$95/day	\$113/day	\$60/day	\$90/day	\$150/ half day	Additional \$150 fee	\$40/hr	Add 10% to resident rate			
Commercial groups	\$50/hr	\$55/hr	\$15/day, Single Table Areas \$15/day X no. of tables in group site, Group Areas	\$95/day	\$113/day	\$90/day	\$105/day	\$150/ half day	Additional \$150 fee	\$60/hr	Add 10% to resident rate			
08.00.6.13 - Tennis Courts			Tennis Courts			Tennis Courts			Tennis Courts			Tennis Courts		
Non-profit organizations	\$15 court/hr	\$20 court/hr	\$7.50 court/hr	\$80/hr	\$85/hr	\$20/hr	\$30/hr	\$30/hr		\$7/court/hour	Add 10% to resident rate			
Private use & non-profit fundraising	\$20 court/hr	\$25 court/hr	\$10 court/hr	\$80/hr	\$85/hr	\$20/hr	\$30/hr	\$30/hr		\$10/court/hour	Add 10% to resident rate			
Commercial groups	\$25 court/hr	\$30 court/hr	\$10 court/hr	\$80/hr	\$85/hr	\$20/hr	\$30/hr	\$30/hr		\$15/court/hour	Add 10% to resident rate			
Lights (evening uses)	\$20/hr	\$20/hr	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee		No Fee	No Fee			
Tennis keys - individual														
Tennis keys - youth (under 18)	\$50/yr	\$75/yr												
Tennis keys - seniors (60 and over)														
08.00.6.14 - Other			Other			Other			Other			Other		
Stadium lights	\$42/hr	\$42/hr	N/A	\$25/hr (2 hr. min)	\$30/hr (2 hr. min)	\$26/hour	\$26/hour	\$18/hour		\$18/hr	\$18/hr			
08.00.6.15 - Fitting			Fitting			Fitting			Fitting			Fitting		

Recreation Fees

San Rafael			Fairfield		Vallejo		San Leandro		Napa		Novato	
Fee Category	Proposed Resident Fees	Proposed Non-Resident Fees	Resident/Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	
Private use & non-profit fundraising	\$ 53/hr for 4 hr minimum	N/A	No Fees currently	\$150 - all		\$150 - Application \$50 - Daily permit fee		\$250 - Application Fee \$275 - Per Day		\$250 flat fee		
Commercial groups	\$132/hr for 4 hr minimum	N/A	No Fees currently			\$6 - Daily Encroachment permit fee						
06.00.6.16 - Still Photography												
Private use & non-profit fundraising	\$ 53/hr for 4 hr minimum	N/A	No Fees currently	No current fee				They don't have these fees		They don't have this fee		\$250 flat fee
Commercial groups	\$ 79/hr for 4 hr minimum	N/A	No Fees currently									\$250 flat fee

Falkirk Cultural Center - Because Falkirk is such a unique building, staff asked us to compare it to the following buildings:

Fee Category	Resident Fees	Non-Resident Fees	The Outdoor at Club	Main Art & Garden Center	Elk Club Maple Lawn	Cameron-Stanford House	Dunsmuir Hallman
Monday - Thursday							
Non-profit organizations	\$600 for 6 hr.	\$720 for 6 hr.	The current Rental fees are for full days only, they are not charged per hour. They do not charged based on groups (non-profit, private, res/non res, etc.	Full Package Rental: (Includes pavilion, gazebo, fountain pond, and garden room) Saturdays - \$9,300 Sundays - \$7,500 Fridays - \$7,000 M-Thu - \$5,000 Capacity - 300	Monday-Friday: Capacity 200 - \$4,400 Monday-Friday: Capacity 300 - \$4,850 Saturday-Sunday: Capacity 200 - \$5,000 Saturday-Sunday: Capacity 300 - \$5,450	Weddings - Saturdays Only Includes: House, Veranda & Garden for 8 hours - \$5,000 Non-refundable deposit - \$1,000 (this is intended to hold your date and is applied to the total fee) Additional hours (over 10) - \$300/hr	Capacity: 100 Rental length: 6 hours Resident (M-Thu) - \$600/event Resident (Fri-Sun) - \$800/event Non-Res (M-Thu) - \$700/event Non-Res (Fri-Sun) - \$900/event Non-Profit (M-Thu) - \$650/event Non-Profit (Fri-Sun) - \$850/event Corporate (M-Thu) - \$900/event Corporate (Fri-Sun) - \$1,200/event Refundable Deposit - \$1,000
Private use & non-profit fundraising	\$900 for 6 hr.	\$1,020 for 6 hr.	Saturdays - \$5,000 Monday-Friday and Sunday - \$4,600 Refundable Deposit - \$1,500 Additional Clean up time (if needed) - \$100/hour	Livermore Pavilion only: Saturdays - \$7,300 Sundays - \$5,500 Fridays - \$5,500 M-Thu - \$3,000 Capacity - 180 Refundable Deposit - \$1,500	Monday-Friday: Capacity 200 - \$4,400 Monday-Friday: Capacity 300 - \$4,850 Saturday-Sunday: Capacity 200 - \$5,000 Saturday-Sunday: Capacity 300 - \$5,450	Weekday Use Gallery A or B, or Victorian dining room - \$600 House, Veranda, & Garden - \$1,000 Non-profit rate - \$50/hr (4hr min.)	
Commercial groups	\$1,200 for 6 hr.	\$1,320 for 6 hr.	Capacity - 150 Guest Access to facility on rental days: Friday/Saturday - 10am-11pm Monday/Thursday/Sunday - 10am-10pm	Refundable Security Deposit - \$1,000 Price is for a 12 hour rental	Monday-Friday: Capacity 200 - \$4,400 Monday-Friday: Capacity 300 - \$4,850 Saturday-Sunday: Capacity 200 - \$5,000 Saturday-Sunday: Capacity 300 - \$5,450		
Reservation/Damage Refundable Deposit	\$1,000.00	\$1,000.00					
Fridays and Sundays							
Non-profit organizations	\$900 for 6 hr.	\$1,020 for 6 hr.					
Private use & non-profit fundraising	\$1,350 for 6 hr.	\$1,470 for 6 hr.					
Commercial groups	\$1,800 for 6 hr.	\$1,920 for 6 hr.					
Reservation/Damage Refundable Deposit	\$1,000	\$1,000					
Saturdays							
Non-profit organizations	\$1,800 for 12 hr. rental	\$2,040 for 12 hr. rental					
Private use & non-profit fundraising	\$2,700 for 12 hr. rental	\$2,940 for 12 hr. rental					
Commercial groups	\$3,600 for 12 hr. rental	\$3,840 for 12 hr. rental					
Reservation/Damage Refundable Deposit	\$1,000	\$1,000					
Long Term Rental							
Non-profit organizations	\$100/hr	\$120/hr	No such fees	No such fees	No such fees	No such fees	No such fees
Private use & non-profit fundraising	\$150/hr	\$170/hr					
Commercial groups	\$200/hr	\$220/hr					
Reservation/Damage Refundable Deposit	\$100	\$100					



MEMORANDUM

To: Alicia Giudice, City of San Rafael
From: Strategic Economics and Vernazza Wolfe Associates
Date: July 27, 2021
Project: Marin Inclusionary Study
Subject: DRAFT Inclusionary Program and In-Lieu Fee Study

Purpose and Background

The County of Marin, along with six of the jurisdictions within the County, are collaborating on a regional effort to implement or update existing affordable housing policy tools, namely inclusionary zoning and commercial linkage fees. Some of the jurisdictions currently have inclusionary zoning and/or commercial linkage fee programs they intend to review and update as necessary, while others are establishing new programs. Together, the seven jurisdictions have retained Strategic Economics and Vernazza Wolfe Associates (the Consultant Team) to study and offer recommendations for both these policies.

This memo report provides an assessment of the existing inclusionary housing programs, summarizes best practices for setting inclusionary housing requirements, including on-site affordable units and fees in-lieu of providing affordable units on-site. The report provides an updated calculation of in-lieu fees for all the jurisdictions participating in this study. The maximum in-lieu fees were calculated for three different housing product types – single-family subdivisions, townhomes/condominiums, and rental apartments.

This report also includes an analysis of key policy considerations and tailored recommendations for the City of San Rafael to guide decision-makers on potential changes to the inclusionary housing requirements and associated in-lieu fees.

The memo is organized into the following sections:

- I. Analysis of Existing Inclusionary Policies
- II. Best Practices for Inclusionary Policies
- III. Affordability Gap/In-lieu Fee Calculation
- IV. Policy Considerations and Recommendations

I. Analysis of Existing Inclusionary Policies

Some of the communities in Marin County have a relatively long history with inclusionary zoning. Of the seven jurisdictions participating in this study, five already have inclusionary policies, some of which have existed in some form since the 1980s. Sausalito adopted its policy in 2019, while the communities of San Anselmo and Fairfax have not yet adopted a policy. Concurrent to the preparation of this memo, San Rafael adopted a significantly modified inclusionary policy; both the current policy and the newly adopted versions are shown in Figures 1 and 2.

Inclusionary programs typically have a specific onsite requirement to designate a portion of the project for affordable units (see Figure 1 for a comparison of onsite requirements for the seven jurisdictions) as well as alternative means of compliance with the policy, such as the payment of in-lieu fees or land dedication (Figure 2). Below are some key observations of the policy elements across the jurisdictions:

- **All jurisdictions apply an inclusionary requirement to both rental and for-sale projects.** Fairfax and San Anselmo do not have existing inclusionary housing ordinances.
- **Most of the programs have established lower income targets for rental housing than for ownership projects.** The policies tend to require affordable units for very low-income and low-income households on rental projects, and low-income and moderate-income units for for-sale housing. Unincorporated Marin County has lower income targets than the other jurisdictions: 60 percent of area median income (AMI) for for-sale and 50 percent of AMI for rental developments.
- **The percentage affordable requirement ranges from ten percent to 25 percent.** Some jurisdictions require smaller percentages for smaller projects: Larkspur has a lower requirement for projects less than twenty units in size, while both San Rafael's current and newly adopted policies include a modified requirement for larger projects. Sausalito requires a higher percentage (with deeper affordability) for projects in commercial districts.
- **The inclusionary policies generally have a relatively low unit threshold.** The unit thresholds (minimum number of units in a project for the policy to be applicable) range from 1 or more units in Corte Madera to 5 or more units in Larkspur. The relatively low unit thresholds reflect the smaller multifamily and subdivision developments characteristic of Marin County jurisdictions.
- **San Rafael recently modified its policy by relaxing the onsite inclusionary requirement, adding flexibility, and shifting the targeted income groups slightly higher.**
- **The jurisdictions take a mix of approaches to alternative means of compliance, but, overall, the alternatives are structured to encourage developers to build units onsite.** Most jurisdictions either accept in-lieu fees in specific circumstances (Corte Madera, Larkspur, San Rafael), and/or on fractional units (Larkspur and Unincorporated Marin County). Land dedication or the provision of off-site units is generally allowed under special circumstances in all of the jurisdictions.

FIGURE 1: ONSITE INCLUSIONARY REQUIREMENTS BY JURISDICTION

	Percentage Affordable by Project Size	Minimum Size Threshold	Affordability Target	
			Rental	For-Sale
Corte Madera	All projects: 25%	1 unit	5% Very Low-Income; 10% Low-Income; 10% Moderate-Income	
Sausalito				
Commercial Districts	1-5 units: 1 unit; 6+ units: 20%	1 unit	Low-income	Moderate-income
Other Areas	15%	4 units	Moderate-income	
Larkspur	5-19 units: 15% 20+ units: 20%	5 units	50% Very Low-Income; 50% Low-Income	50% Low-Income; 50% Moderate-Income
Unincorporated Marin County	2+ units or lots: 20%	2 units or lots	Very Low-Income (50% AMI)	Low-Income (60% AMI)
San Rafael				
Current Policy	2-10 units: 10% 11-20 units: 15% 21+ units: 20%	2 units	50% Very Low-Income; 50% Low-Income	50% Low-Income; 50% Moderate-Income
<i>New Policy (Approved by City Council 2/21/2021)</i>				
Primary Requirement	2-15 units: 10% 16+ units: 5%	2 units	Low-Income	
Secondary Requirement (in addition to the primary requirement for 16+ unit projects)	16+ units: Additional 5% or 10%	16 units	5% additional set-aside: Low-Income; 10% additional set-aside: Moderate-Income	
Fairfax			No Policy	
San Anselmo			No Policy	

Source: Staff from Jurisdictions, 2020; Strategic Economics, 2021.

FIGURE 2: INCLUSIONARY REQUIREMENT ALTERNATIVE MEANS OF COMPLIANCE BY JURISDICTION

Alternative Means of Compliance	
Corte Madera	1-9 unit projects can pay in lieu fee. 10+ unit projects must incorporate units on-site.
Sausalito	
Commercial Districts	Applicants can propose land dedication or off-site units if on-site units are not possible, though there is no in-lieu fee option.
Other Areas	Applicants can propose land dedication or off-site units if on-site units are not possible, though there is no in-lieu fee option.
Larkspur	Land donation, transfer of inclusionary credits, second dwelling units; In-lieu fee available for 5-14 unit projects and for fractional units (Rental: \$213,267, For-Sale: \$338,126).
Unincorporated Marin County	2+ unit projects and subdivisions: In-lieu fee available for fractional units (\$329,485 per unit).
San Rafael	
Former Policy	In-lieu fee for fractional units (\$343,969 per unit).
<i>New Policy (Approved by City Council 2/21/2021)</i>	
Primary Requirement	None (must be on-site)
Secondary Requirement	In-lieu fee, off-site units located within 1/2 mile of project, or land donation.
Fairfax	No Policy
San Anselmo	No Policy

EFFECTIVENESS OF INCLUSIONARY POLICIES

The Consultant Team surveyed the five participating jurisdictions that currently have policies, and included questions about the units produced by their policies, the means of production, and fee revenues collected. The Team also held meetings with market-rate developers, affordable housing providers, and other stakeholders (see Appendix A) to gain their perspectives regarding the policies.

To summarize the results of the inclusionary policies, the Consultant Team summarized the number of units produced and the revenues generated from 2016 to 2020, shown in Figure 3. To provide more context on housing production, a summary of allocated and permitted units in the 2015-2023 Regional Housing Needs Assessment (RHNA) cycle is shown in Figure 4. The effectiveness of the inclusionary policies as a tool for affordable housing production is discussed below.

The jurisdictions in this study produced 58 affordable units through their inclusionary programs over a five-year period. In the last five years, the five jurisdictions with inclusionary policies produced a total of 41 affordable rental units, 17 affordable for-sale units, and approximately \$4 million for affordable housing development. San Rafael constituted most of the activity, with all 41 rental units produced there, 13 for-sale units produced, and \$3.6 million generated from a single development, the 81-unit Village at Loch Lomond Marina project.²

Inclusionary programs accounted for about 14 percent of affordable housing production in the seven participating jurisdictions. According to the RHNA progress report shown in Figure 4, the participating jurisdictions permitted a total 414 affordable units and 700 market-rate units from 2015 to 2020. This indicates that the majority of below-market rate housing development has been implemented through 100 percent affordable projects. The jurisdictions are on track to meet their market-rate (over 120% AMI) and low-income (80% AMI) housing allocations. However, they are less likely to meet the target for producing very-low income (50% AMI) and moderate-income (120%) units.

The inclusionary programs have not resulted in significant production of new affordable units in part because of the complexity of residential development in the county. Residential developers participating in this study cited many factors contributing to the complexity of housing development in Marin, including long and unpredictable approvals processes, opposition from some community members, lack of available sites, especially those that are zoned for multi-family housing, high land and construction costs, and inadequate or expensive infrastructure.

Inclusionary requirements can be a secondary factor impacting the viability of new development in Marin, mainly in instances where the requirement is poorly matched to market conditions. Market rate developers participating this study believed that new development projects can support inclusionary requirements for lower income households. However, some noted that the percentage requirement had been increased over time in many cities, without consideration of the relative market strengths of different locations in the county. For example, some jurisdictions have targeted very low-income households for for-sale projects, which requires a deeper subsidy than what is required for low- and moderate-income households.

The conversion of off-site units as an alternative means of compliance with the inclusionary requirement can fall short of the communities' goals for affordable housing. Allowing developers to convert existing units to deed-restricted affordable units can be challenging to implement. First, unlike

² The \$3.6 million generated from the Loch Lomond Marina project were not from in-lieu fees but rather a "buyout" of a portion of the BMR requirement.

the construction of new units, the conversion of existing units fails to expand the overall supply of housing in the county, trading a market rate unit for one below market rate unit rather than expanding the overall supply. Second, converted units are often of lower quality than new units, and may come with hidden costs, such as additional maintenance costs.

In Marin County, the current inclusionary requirement appears to encourage developers to reduce the scale of projects to allow for the payment of in-lieu fees rather than providing on-site units. The County’s policy targets very low-income households: 50 percent of Area Median Income for rental developments and 60 percent for for-sale. These income targets are lower than other jurisdictions in the Bay Area. Projects with two units or more must provide units onsite, with the payment of in-lieu fees allowed only on fractional units. According to County staff, some development projects have reduced the scale of their projects to enable the payment of in-lieu fees rather than providing units on-site.

The variation in inclusionary requirements from jurisdiction to jurisdiction can create confusion and unnecessary complexity for developers. Because each jurisdiction in Marin County has set its inclusionary requirements in an uncoordinated way, the finer details of the many different policies can be difficult for developers to navigate. A more standardized approach that is closely tied to market conditions, rather than jurisdictional boundaries, would help to rationalize the process for developers.

FIGURE 3: AFFORDABLE UNITS PRODUCED AND FEE REVENUES COLLECTED, BY JURISDICTION, 2016-2020.

Jurisdiction	Rental Units	For-sale Units	Fee Revenues
Corte Madera	0	3	\$379,478
Fairfax ^[a]	n/a	n/a	n/a
Larkspur	0	0	0
Unincorporated Marin County	0	1 ^[d]	\$213,603
San Anselmo ^[b]	n/a	n/a	n/a
San Rafael	41	13	\$3,600,000 ^[e]
Sausalito ^[c]	0	0	0
Total	41	17	\$4,193,081

^[a] Fairfax does not currently have an inclusionary program.

^[b] San Anselmo does not currently have an inclusionary program.

^[c] Sausalito adopted an inclusionary program in 2019.

^[d] Produced through a shared agreement with Mill Valley.

^[e] Revenues collected from a buy-out of six Below Market Rate units.

Source: Reported by each jurisdiction, 2016-2020.

FIGURE 4. RHNA FIFTH CYCLE ALLOCATION AND PERMITTED UNITS BY AFFORDABILITY LEVEL ACROSS JURISDICTIONS, AS OF 2020

	Corte Madera	Fairfax	Larkspur	San Anselmo	San Rafael	Sausalito	Unincorporated Marin County	Total
Very Low Income (50% AMI)								
RHNA	22	16	40	33	240	26	55	432
Permitted Units	16	13	6	15	5	12	26	93
% Complete	73%	81%	15%	45%	2%	46%	47%	22%
Low Income (80% AMI)								
RHNA	13	11	20	17	148	14	32	255
Permitted Units	13	60	11	21	79	20	27	231
% Complete	100%	545%	55%	124%	53%	143%	84%	91%
Moderate Income (120% AMI)								
RHNA	13	11	21	19	181	16	37	298
Permitted Units	8	4	9	23	12	6	28	90
% Complete	62%	36%	43%	121%	7%	38%	76%	30%
Market-Rate (>120% AMI)								
RHNA	24	23	51	37	438	23	61	657
Permitted Units	179	10	90	39	201	7	174	700
% Complete	746%	43%	176%	105%	46%	30%	285%	107%
Permitted Units Summary								
Total Affordable Units (<120% AMI)	37	77	26	59	96	38	81	414
Total Market Rate Units (>120% AMI)	179	10	90	39	201	7	174	700
Affordable Units as Share of Total	17%	89%	22%	60%	32%	84%	32%	37%

Source: HCD, 2020; Strategic Economics, 2021.

II. Best Practices for Inclusionary Policies

This section provides a discussion of key policy issues for jurisdictions to consider as they introduce a new inclusionary program or modify an existing program, and provides recommendations based on best practices. To identify best practices, the Consultant Team reviewed reports from the UC Berkeley Turner Center for Housing Innovation, Grounded Solutions Network, and the Lincoln Institute of Land Policy. To guide the recommendations for best practices, the Consultant Team first designated market area zones. Following that, the policy elements discussed in this section include:

- Market factors to consider when setting inclusionary requirements
- The income groups targeted in inclusionary requirements
- The minimum applicable development size
- Setting in-lieu fees as an alternative to on-site or off-site units, and
- Other alternative means of compliance.

MARKET CONDITIONS

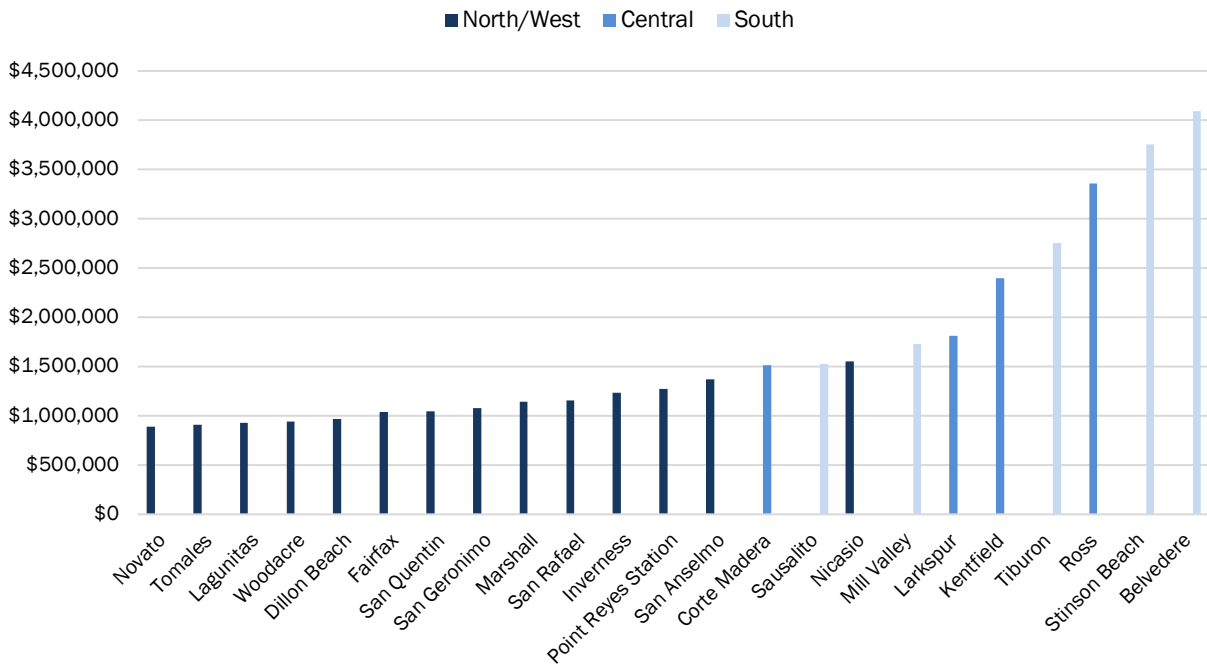
It is important to consider market conditions when setting an inclusionary housing requirement to ensure that the policy can be tailored to the unique context of each jurisdiction, and that the policy does not constrain the development of new housing. Jurisdictions that have stronger housing markets can establish higher inclusionary requirements than those with less established or weaker markets.

Based on Zillow home sale data and interviews with residential developers with experience working in Marin County (see Appendix A), the Consultant Team identified three market areas for for-sale housing across the participating jurisdictions in the County. Figures 5 and 6 show Zillow home value indices for both overall home sales and condominium sales.

As shown in Figure 5 , home values are highest in South Marin, which offer the best access to San Francisco via the Golden Gate Bridge and ferries. Home values are slightly lower in Central Marin, and drop in North/ West Marin areas, which are comparatively less accessible.

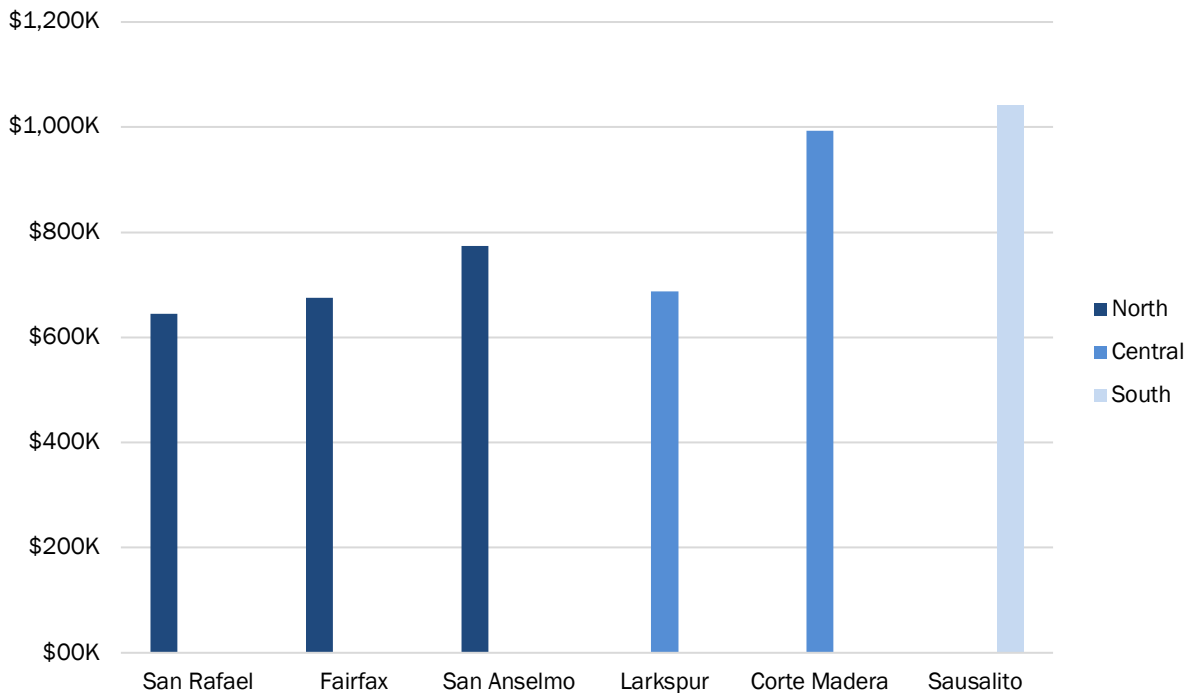
The market for rental housing is different from for-sale housing in Marin County. The rental housing market is strongest in the more urbanized areas that offer access to transportation infrastructure, jobs, and amenities. Most of the recent market-rate rental development activity has occurred in urban San Rafael. Tam Ridge is another significant rental project which was completed in Corte Madera in 2017.

FIGURE 5: ZILLOW HOME VALUE INDEX FOR MARIN COMMUNITIES



Source: Zillow, 2020; Strategic Economics, 2021.

FIGURE 6: ZILLOW HOME VALUE INDEX FOR CONDO/COOPS IN MARIN COMMUNITIES



Source: Zillow, 2020; Strategic Economics, 2021.

PERCENTAGE REQUIREMENTS

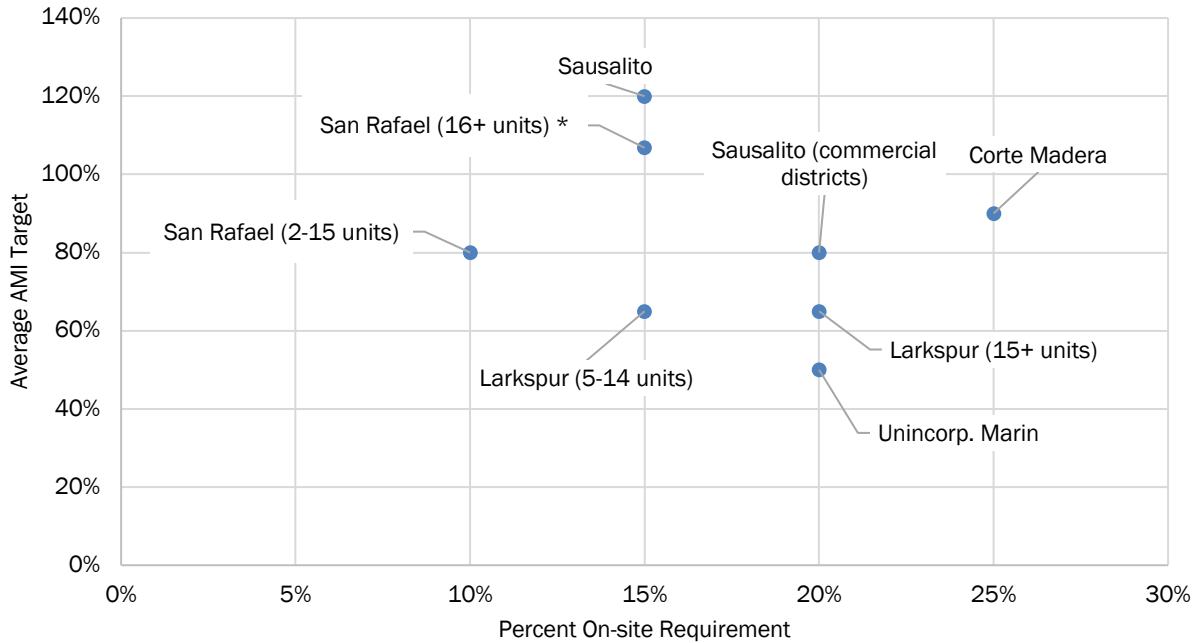
Five of the seven participating jurisdictions already have inclusionary policies in place requiring affordable units onsite. The percentage of units varies by jurisdiction, ranging from 10 percent (San Rafael) to 25 percent (Corte Madera). Most of the jurisdictions have similar percentage requirements for for-sale and rental development, but the income targeted is typically lower for rental than for for-sale housing. The percentage requirements and income targets for each jurisdiction are summarized in Figure 1. They are also plotted in Figure 7 for rental development projects and in Figure 8 for for-sale developments.

The percentage of affordable housing required in a project should be set at an economically feasible level so that the inclusionary requirement does not create an impediment to housing development.³ According to market-rate housing developers, the market context for inclusionary requirements is particularly important in Marin. Development projects in the southern and central portions of the county, such as Corte Madera, Larkspur, Sausalito and parts of Unincorporated Marin, can more feasibly accommodate a higher percentage of inclusionary and/or a deeper level of affordability, compared to communities located in northern and western portions of the county.

Setting a high inclusionary requirement could be prohibitive for new rental projects in Marin County. San Rafael recently relaxed its inclusionary requirement to encourage new development, despite being the most active rental market in the county. Because rental developments tend to serve a lower income market segment than for-sale developments, the inclusionary requirement for rentals is sometimes slightly lower than that for for-sale developments. Local jurisdictions can help bridge that gap by providing zoning incentives to reduce development costs for rental projects.

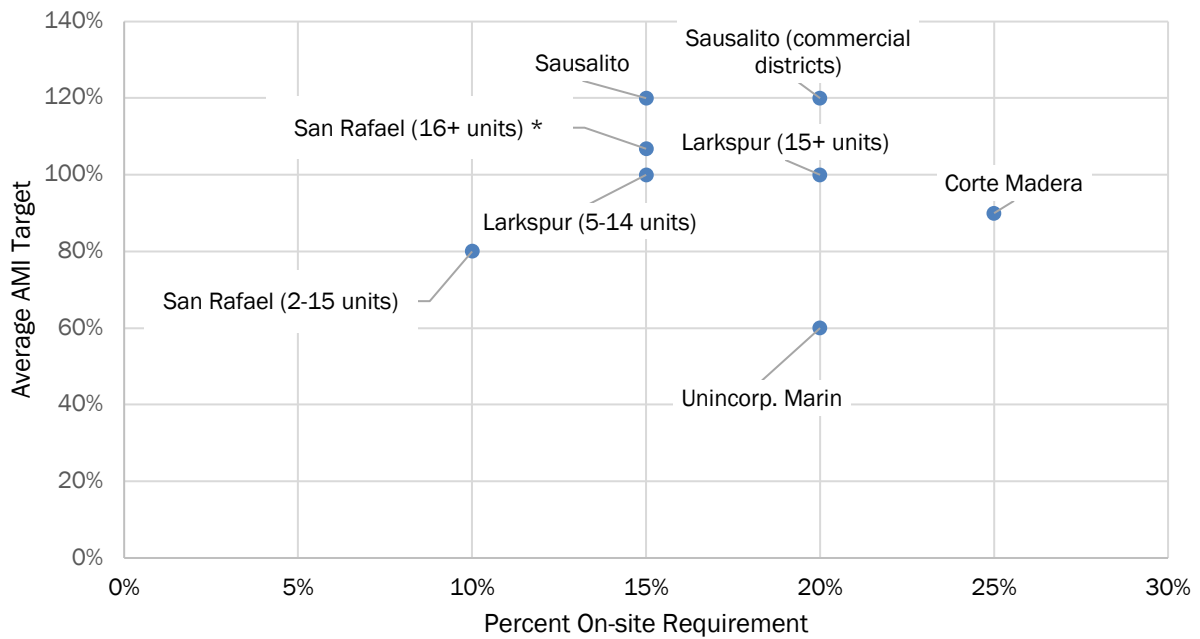
³ AB1505, also known as the “Palmer Fix” permits California Department of Housing and Community Development (HCD) to review inclusionary zoning ordinances adopted or amended after September 15, 2017 if it requires more than 15% of the units to be affordable to lower income households and if the locality has failed to meet 75% of its share of the above moderate RHNA. HCD can request localities to provide an “economic feasibility study” to demonstrate that the higher inclusionary requirement will not impede development activity.

FIGURE 7: AVERAGE AMI TARGETS AND PERCENT ONSITE REQUIREMENT FOR RENTAL DEVELOPMENTS



* Assumes the developer selects the 10% / moderate-income option for the secondary requirement.
 Source: Participating jurisdictions, 2020; Strategic Economics, 2021.

FIGURE 8: AVERAGE AMI TARGETS AND PERCENT SET-ASIDE FOR FOR-SALE DEVELOPMENTS



* Assumes the developer selects the 10% / moderate-income option for the secondary requirement.
 Source: Participating jurisdictions, 2020; Strategic Economics, 2021.

INCOME TARGETS

There is a wide range in the income targets for inclusionary programs among the participating jurisdictions, as shown in Figure 1, Figure 7 and Figure 8. It is common practice for jurisdictions to target lower-income households for renter housing than for ownership housing. This is because it is generally easier for low- and moderate-income households to meet typical lending requirements.

Larkspur, Sausalito, and Unincorporated Marin County target lower-income households for rental units compared to for-sale units. San Rafael and Corte Madera target moderate-income for both rental and for-sale housing.

RENTAL

The income targets for rental units among the jurisdictions vary widely (Figure 7). Unincorporated Marin targets very low-income households, while Larkspur targets a mix of very low- and low-income households. The other jurisdictions have higher income targets overall, including targeting to some moderate-income households.

Currently, the most active rental market in Marin is San Rafael, which, of the jurisdictions in this study, produced the only affordable rental units in the last five years (Figure 3). These units were produced under the city's previous policy, which targeted low- and very low-income households. San Rafael has relaxed this requirement with its new ordinance, which is designed to further promote new development. Among other changes, the new ordinance eliminates targeting for very low-income households.

FOR-SALE

In comparison to rentals, the income targets for for-sale development are overall more uniform across jurisdictions. The targeted income groups tend to consist of a mix of low- and moderate-income households.

The exception to this pattern is Unincorporated Marin County, which requires a significantly deeper level of affordability (60 percent of AMI) on for-sale projects. This policy can pose a challenge in two ways. First, it can make the County uncompetitive for development with its neighbors. Further, the lower-than-average income targets in Marin County's policy was identified by developers as being a financial burden on projects such that many do not pencil. As mentioned in Section I, County staff reports that developers tend to reduce the size of their projects in order to build fewer onsite BMR units than otherwise would have been required, preferring to pay the in-lieu fee on fractional units to the greatest extent possible.

UNIT THRESHOLDS

One important element of an inclusionary policy is the minimum size of development (the threshold number of dwelling units) for which the policy will apply. Because smaller scale projects are often more complex and less efficient than larger projects, many inclusionary programs around the country have exemptions or lower requirements on small projects. According to Grounded Solutions Network, California jurisdictions typically set the minimum threshold for an inclusionary requirement at between

two to five units.⁷ This is consistent with the policies of the jurisdictions in this study, where the minimum threshold ranges between one unit and five units.

Because a significant share of new development projects in Marin County's jurisdictions are quite small, it is important that all projects be required to provide affordable units. However, for smaller projects that have more challenging development feasibility, the percentage set-aside required could be lower, or the income group targeted could be set higher. In San Rafael projects with 5 to 15 units have a set-aside requirement of 10 percent, compared to 15 percent for larger projects. Similarly, Larkspur's ordinance requires 15 percent affordable units for projects with less than 15 units, compared to 20 percent for larger projects. San Francisco has a lower percentage requirement on projects between 10 to 24 units of 12 percent, compared to approximately 21 percent for larger projects.

SETTING IN-LIEU FEES

A jurisdiction's approach to setting in-lieu fees should consider a number of factors. The first consideration is to compare the in-lieu fee option with the provision of onsite units – which of these options does the jurisdiction wish to encourage? In many California communities, collecting in-lieu fees and leveraging funding from other sources can allow them to build 100 percent affordable housing projects for extremely-low, very-low, and low-income households. However, this approach requires administrative capacity on behalf of city and county staff, capacity from local affordable housing developers, and access to other funding sources. It can also take a significant amount of time to acquire sites and secure funding to build 100 percent affordable projects.

For many of the above reasons, most of the jurisdictions participating in this study would prefer to incentivize on-site production rather than off-site units. Inclusionary housing is an important tool to promote mixed-income housing and to help correct historical patterns of economic and racial segregation. Setting the in-lieu fee at the maximum level can encourage more developers to provide units onsite. When the in-lieu fee option is available, developers are more likely to pay the fee when constructing high value or luxury units, because the reduced revenue from building units onsite is higher. (The potential value of luxury units is high, which means the developer must forgo more revenue for each unit that is designated affordable.)

Another consideration for in-lieu fees is the basis of the fee. Is the fee charged on the basis of dwelling units or square feet of residential area? While communities in Marin generally charge on a per unit basis, charging on the fee on a per-square-foot basis can encourage the development of smaller units, like studios and one-bedrooms. As an example, San Francisco's affordable housing in-lieu fee is charged on a per-square-foot basis.

It is recommended that fees be implemented with a schedule for annual adjustments. As economic factors, such as construction costs, change over time, the affordability gap will also change. Fees should be adjusted based on a regularly published cost index.

Further considerations for setting in-lieu fees on the basis of the affordability gap analysis are examined in Section IV.

⁷ Jacobus, Rick. "Inclusionary Housing: Creating and Maintaining Equitable Communities," Lincoln Institute of Land Policy, 2015.

ALTERNATIVE MEANS OF COMPLIANCE

Because circumstances surrounding each project are different, it is important for an inclusionary program to provide alternative ways of meeting the inclusionary requirement other than with the provision of onsite units. Marin County has successfully used alternative means to produce new affordable units and raise revenue for housing; these alternative means include the provision of offsite units, land dedication, and partnerships with affordable housing developers. The option to construct units offsite typically requires a higher percentage of affordable units than what would be required onsite.

Market rate developers stress that flexibility in the inclusionary policy is a key determinant of the production of new housing. For some projects, the dedication of land to a jurisdiction or an affordable developer can result in the construction of a greater number of units for lower income households than the provision of on-site inclusionary units.

As mentioned in Section I, some developers may propose to fulfill an inclusionary requirement, not through the construction of new units offsite, but through the conversion of offsite market rate units to deed-restricted affordable units. However, this approach has some disadvantages. First, it does not result in net new housing units. Second, the off-site unit does not create a mixed-income development project. Finally, the conversion of older units can sometimes result in affordable housing units that are of lower quality than new construction. If the off-site provision of units is offered as a means of compliance, it is important for the jurisdiction to ensure that the offsite units are of equivalent quality and within close proximity to the market-rate development project. Other best practices are to require that the value of the off-site contribution is equivalent or greater than the value of the in-lieu fees.

BEST PRACTICES FOR SMALL LOT SUBDIVISIONS

Recent state legislation (AB 1315 [2019-2020]) sets forth rules for small lot subdivisions to encourage affordable housing in areas zoned for multifamily development. The law allows developers to subdivide parcels into smaller lots for the construction of small, individual units with limited parking. For the purposes of applying an inclusionary policy, it is advisable to treat a small lot subdivision as if it were a new construction project of the same number of units.

As there may be a significant period of time between the sub-division and when new construction occurs, jurisdictions should clarify for developers the point in time when the inclusionary policy is applied and, for example, when any applicable in-lieu fees are paid. Ordinarily, it is the developer entitling the construction of the residential units, and not the developer performing the land division, who will be responsible for fulfilling whatever inclusionary policy is in effect at that time, and paying any applicable fees.

III. Calculation of In-Lieu Fee

Inclusionary zoning requires that new developments provide affordable housing along with market-rate housing units, either on-site or off-site, or comply with alternative measures such as payment of fees “in-lieu” of providing affordable units. The in-lieu fee is calculated based on the housing affordability gap – the difference between what households at various income levels can pay for housing and the cost of developing market rate housing. If this is for-sale housing, then the gap is based on the difference between annual mortgage costs and affordable monthly housing payments, and for rental housing, it is the difference between market rate rents and affordable rents. Once the total gap is calculated, the actual fee that is adopted depends on financial feasibility of the costs of the fee on prototypical residential developments.

For the purposes of this study, the in-lieu fees were calculated for Marin County and participating jurisdictions for three development types:

- For-sale single-family subdivisions
- For-sale condominium townhomes
- Rental apartments

While the study presents the total affordability gap, the actual fee that is adopted in each jurisdiction depends on policy considerations, which are outlined in Section IV of this report.

METHODOLOGY

The affordability gap is defined as the difference between what very low-, low- and moderate-income households can afford to pay for housing and the cost of developing new housing. Because it measures this shortfall that must be made up by a developer offering Below Market Rate units, the affordability gap is useful for setting in-lieu fees as an alternative to producing units directly through the inclusionary program.

The following steps illustrate the methodology used for calculating the affordability gap:

1. Estimate affordable rents and housing prices for households in target groups;
2. Estimate development costs of building new housing units, based on current cost and market data;
3. Calculate the difference between what renters and homeowners can afford to pay for housing, and the cost of developing those rental and for-sale units

Because California Department of Housing and Community Development (HCD) and the U.S. Department of Housing and Urban Development (HUD) define the ability to pay for housing at the county level, the affordability gap is calculated on the same income categories for the entire county. The calculated in-lieu fees are valid for all of the jurisdictions participating in this study.

RESIDENTIAL PROTOTYPES

The Consultant Team established three housing prototypes that represent the types of development likely to occur in Marin County. The prototypes are informed by recently built and proposed development projects in Marin as well as conversations with developers with experience in Marin County. Example projects that represent the types of development likely to occur in Marin County are

shown in Figures 9 and 10. All five projects are in either San Rafael or Corte Madera, which have attracted most of the recent development activity among the participating jurisdictions.

FIGURE 9. MARIN PROJECTS THAT INFORMED PROTOTYPES 1 AND 2 (FOR-SALE PROTOTYPES)

Project	The Strand	Enclave	350 Merrydale Rd.
Building Type	Detached single-family and townhomes	Townhomes	Townhomes, plus flats
Jurisdiction	San Rafael	Corte Madera	San Rafael
Status	Built in 2015	Built in 2019	Proposed
Units	34 detached, 42 townhomes	16 townhomes	41 townhomes, 4 flats
Site Size (acres)	8.5 (approximate)	1.3	2.28
Units Per Acre	9	12	20
Unit Size Sq. Ft. (Approximate)	Townhome: 1,650-1,900 Sq. Ft.; Detached: 1,950-3,300 Sq. Ft.	2,020 Sq. Ft.	Townhome: 1,450-2,100 Sq. Ft.; Flat: 800 Sq. Ft.
Parking	2 car garage per unit plus visitor surface parking	2 car garage per unit plus visitor surface parking	2 car garage per townhome unit; 1 car garage per flat unit; Surface visitor parking.

Source: Costar, 2021; Various marketing materials for, and articles about projects; Interviews with developers; Strategic Economics, 2021.

FIGURE 10. MARIN PROJECTS THAT INFORMED PROTOTYPE 3 (RENTAL PROTOTYPE)

Project	Tam Ridge	703 Third St.
Building Type	Wood-frame apartment flats over podium, plus townhomes	Wood-frame apartment flats over podium, using density bonus, near SMART station
Jurisdiction	Corte Madera	San Rafael
Status	Built in 2017	Proposed
Units	154 flats, 25 townhomes	120 flats
Site Size (acres)	4.5	0.63
Unit Density	40	190
Unit Size Sq. Ft. Range (Approximate)	Flats: 750-1,100 Sq. Ft.; Townhome: 1,300 Sq. Ft.	450-900 Sq. Ft.
Parking	1.6 spaces per unit (tenant parking in podium garage plus visitor surface parking)	1 space per unit in podium (incorporates mechanical lifts)

Source: Costar, 2021; Various marketing materials for, and articles about projects; Interviews with developers; Strategic Economics, 2021.

The prototypes are generally based on developments built recently or proposed. Some communities in Marin typically see much smaller projects and are unlikely to see new projects of this scale. However, the per-unit cost of development is unlikely to be significantly different even for smaller and lower density projects, because the reductions in construction costs would be counterbalanced with the higher cost of land per unit.

The prototypes developed for the analysis are summarized below and further details are shown in Figure 11.

Prototype 1: Single-Family Subdivision

The single-family subdivision prototype has 14 detached for-sale units at a density of seven units per acre, making it typical for a “small-lot” subdivision. The units, which are two stories, are a mix of three and four-bedrooms and average 2,200 square feet.

Prototype 2: Condominium Townhome

The condominium townhome prototype includes 30 attached for-sale units at a density of 15 units per acre. Two-thirds of the units have three bedrooms while one-third have four bedrooms. The units are three stories with tuck-under garages on the ground level, and the average unit size is 1,800 square feet.

Prototype 3: Rental Apartments

The rental apartment prototype is a 100-unit apartment building. It has a density of 50 units per acre and is five stories. The building is a “Five-over-one” construction type, which means the first floor is a “Type I” concrete podium to accommodate parking, with four stories of “Type V” wood-frame construction for the residential area above. Typical of rental projects, the units in this prototype are a mix of studios, one-bedrooms, and two-bedrooms. The average unit size is 800 square feet.

FIGURE 11. SUMMARY OF PROTOTYPES

	Prototype 1: Single-Family Subdivision	Prototype 2: Condominium Townhome	Prototype 3: Rental Apartments
Tenure	For-Sale	For-Sale	Rental
Unit Mix	3, 4 bedrooms	3, 4 bedrooms	Studios, 1, 2 bedrooms
Construction Type	Wood-frame	Wood-frame	Type V over 1
Residential Stories	2	3	5
Number of Units	14	30	100
Parcel Size (Acres)	2	2	2
Parcel Size (Sq. Ft.)	87,120	87,120	87,120
Dwelling Units Per Acre	7	15	50
Unit Mix	50% 3-Bedrooms; 50% 4-Bedrooms	67% 3-Bedrooms; 33% 4-Bedrooms	10% Studios; 50% 1-Bedrooms; 40% 2-Bedrooms
Average Unit Size	2,200	1,800	800
Net Residential Sq. Ft.	30,800	54,000	80,000
Efficiency Ratio (a)	100%	100%	90%
Gross Residential Sq. Ft.	30,800	54,000	88,889
Parking Type	2-car garage plus surface	2-car garage plus surface	Podium
Parking Ratio (Per Unit) (b)	2.50	2.25	1.25
Total Parking Spaces	35	68	125
Garage Parking Sq. Ft. (c)	9,800	21,000	43,750
Floor-Area Ratio (Residential Only)	0.35	0.62	1.02
Floor-Area Ratio (Including Structured Parking)	0.47	0.86	1.52

Source: Strategic Economics, 2021.

Notes:

(a) Sq. Ft. associated with residential units divided by total interior square feet of building, (excludes space associated with parking).

(b) The urban design specifications of these three prototypes, such as their parking ratios, may vary from the building typologies suggested in Opticos' Objective Design and Development Standards study, currently in process. The parking ratios, as well as other metrics displayed here, are market-based, informed by conversation with residential developers familiar with Marin.

(c) Based on "350 sq. ft. per parking space" standard industry assumption, which incorporates circulation.

ESTIMATING AFFORDABLE RENTS AND HOUSING PRICES

Affordable rents and housing prices were identified based on resources from public agencies, such as HUD and HCD, which set income levels and maximum housing costs for federal and state-funded affordable housing programs. The Marin Housing Authority then provided the specific approach for calculating affordable sales prices, which currently vary across jurisdictions because of the different income levels that jurisdictions target as a part of their inclusionary programs.

The Consultant Team identified the affordability targets that would be tested in collaboration with the County of Marin, set at a level typical of existing inclusionary policies among participating jurisdictions. The affordable targets are shown below in Figure 12. Consistent with best practices from other inclusionary housing programs, the affordability gap for both rental and for-sale units was calculated for very low-, low-, and moderate-income households.⁹ In consultation with the client, the Consultant Team identified specific AMI levels to reflect the average incomes of households that these units would serve, with for-sale units typically targeting households with incomes that are slightly higher than rental units within the income categories. The income levels tested for the for-sale prototypes are generally higher than for the rental prototypes because for-sale affordable housing programs tend to serve households at the higher end of the income target ranges.

FIGURE 12. HOUSEHOLD INCOME TARGETS FOR AFFORDABLE UNITS BY TENURE

	For-sale Housing	Rental Housing
Very Low-income	50% AMI	50% AMI
Low-income	70% AMI	65% AMI
Moderate Income	110% AMI	90% AMI

Source: County of Marin; Strategic Economics, 2021.

Figure 13 below shows the maximum affordable monthly rents for rental housing. The household sizes shown are for one, two, and three persons per household, reflecting the typical occupancies of studio, one-bedroom, and two-bedroom units, respectively, in Prototype 3.

Based on HCD guidelines, the affordable rent is calculated as 30 percent of a household’s gross monthly income, minus a deduction for utilities. The utility deduction includes costs that are usually passed onto the tenant, such as heating, water heating, cooking, and electricity. Natural gas is assumed for heating and water heating. (Water, sewer, and trash removal costs are typically covered by the property owner and excluded from the utility deduction.)

⁹ Households that fall between 30-50% AMI are considered very low-income; households that fall within 50-80% AMI are considered Low-income; households that fall between 80-120% AMI are considered moderate income.

FIGURE 13. MAXIMUM AFFORDABLE RENT ASSUMPTIONS FOR VERY LOW, LOW, AND MODERATE INCOME HOUSEHOLDS

Very Low-income (50%)	Household Size		
	1	2	3
Maximum Annual Household Income	\$50,075	\$57,250	\$64,400
Maximum Monthly Housing Cost (a)	\$1,252	\$1,431	\$1,610
	Unit Type		
	Studio	1-BR	2-BR
Maximum Monthly Housing Cost (a)	\$1,252	\$1,431	\$1,610
Utility Allowance (b)	\$43	\$52	\$71
Maximum Rent	\$1,209	\$1,379	\$1,539

Low-income (65%)	Household Size		
	1	2	3
Maximum Annual Household Income	\$65,098	\$74,425	\$83,720
Maximum Monthly Housing Cost (a)	\$1,627	\$1,861	\$2,093
	Unit Type		
	Studio	1-BR	2-BR
Maximum Monthly Housing Cost (b)	\$1,627	\$1,861	\$2,093
Utility Allowance (c)	\$43	\$52	\$71
Maximum Rent	\$1,584	\$1,809	\$2,022

Moderate Income (90%)	Household Size		
	1	2	3
Maximum Annual Household Income	\$90,135	\$103,050	\$115,920
Maximum Monthly Housing Cost (c)	\$2,253	\$2,576	\$2,898
	Unit Type		
	Studio	1-BR	2-BR
Maximum Monthly Housing Cost (a)	\$2,253	\$2,576	\$2,898
Utility Allowance (b)	\$43	\$52	\$71
Maximum Rent	\$2,210	\$2,524	\$2,827

Sources: Marin Housing Authority, 2020; U.S. Department of Housing and Urban Development, 2020; Strategic Economics, 2020.

Notes:

(a) 30 percent of maximum monthly household income.

(b) The maximum monthly cost for each unit type is associated with households that have one more person than bedroom. (Ex: Maximum costs for studios are associated with affordability for one-person households; One-bedroom costs are associated with 2-person households; Two-bedroom costs are associated with 3-person households).

(c) Utilities for rentals include an allowance for cooking (natural gas), heating (natural gas), water heating (natural gas), and "other electric" utility usage. Assumes water, sewer, and trash charges are included in the rent.

Figures 14 and 15 shows the calculations of affordable sales prices for for-sale housing. The calculations are based on the following assumptions:

- Based on the anticipated households that would occupy the 3- and 4-bedroom units in the two for-sale prototypes (prototypes 1 and 2), it is assumed that, on average, 6-person households

would occupy 4-bedroom units, while an even mix of 4- and 5-person households would occupy 3-bedroom units.

- Based on the approach used by Marin Housing Authority (MHA) for calculating affordable sales prices, homeowners were assumed to pay no more than 33 percent of their gross monthly income on housing costs.¹⁰
- The maximum affordable sales price is determined by the total monthly mortgage payment that a homeowner could afford, which incorporates standard assumptions related to the mortgage terms and other monthly housing costs associated with homeownership.
 - The mortgage is assumed to be 30-year fixed rate, with an interest rate of 3.8 percent, which is a typical rate at the time of research (December 2020). The owner is assumed to put down a 5 percent down payment, which is standard for conventional and CalFHA loans.
 - Other monthly housing costs include homeowners' association dues, property taxes, homeowners' insurance, interior property insurance, and premiums for private mortgage insurance required on home purchases with a down payment of less than 20 percent. Note there is no utility deduction, in accordance with MHA's approach.
- Other monthly housing costs overall are assumed to be slightly greater for condominium housing types than for single-family detached housing types, which is driven by different assumptions on monthly homeowner's association costs. The homeowner's association costs are expected to be higher on a per-unit basis for condominium units than for detached single-family units, which decreases the household budget available for a mortgage. (On the other hand, detached single-family homeowners are responsible for more costs that are not included in Figure 14.)

¹⁰ The percentage of income spent on for-sale housing is usually higher because it includes more expenses. Also, buyers typically have higher incomes than renters, which allow them to be able to spend more on housing costs while still having more discretionary income left over for other expenses.

FIGURE 14. MAXIMUM AFFORDABLE SALES PRICES FOR SINGLE-FAMILY DETACHED SUBDIVISION (PROTOTYPE 1)

Household Size (Persons per HH)	4.5	6
Very Low Income (50% AMI)		
Annual Household Income at 50% AMI	\$74,413	\$83,000
Maximum Monthly Housing Cost (a)	\$2,046	\$2,283
Monthly Deductions (b)	\$1,074	\$1,218
HOA Dues (c)	\$500	\$600
Property Taxes and Insurance (d)	\$574	\$618
Monthly Income Available for Mortgage Payment (e)	\$973	\$1,064
Maximum Mortgage Amount (f)	\$208,728	\$228,378
Maximum Affordable Sales Price (g)	\$219,714	\$240,398
Low Income (70%)		
Annual Household Income at 70% AMI	\$104,178	\$116,200
Maximum Monthly Housing Cost (a)	\$2,865	\$3,196
Monthly Deductions (b)	\$1,342	\$1,518
HOA Dues (c)	\$500	\$600
Property Taxes and Insurance (d)	\$842	\$918
Monthly Income Available for Mortgage Payment (e)	\$1,523	\$1,678
Maximum Mortgage Amount (f)	\$326,872	\$360,209
Maximum Affordable Sales Price (g)	\$344,076	\$379,167
Moderate Income (110%)		
Annual Household Income at 110% AMI	\$163,708	\$182,600
Maximum Monthly Housing Cost (a)	\$4,502	\$5,022
Monthly Deductions (b)	\$1,892	\$2,131
HOA Dues (c)	\$500	\$600
Property Taxes and Insurance (d)	\$1,392	\$1,531
Monthly Income Available for Mortgage Payment (e)	\$2,610	\$2,891
Maximum Mortgage Amount (f)	\$560,102	\$620,390
Maximum Affordable Sales Price (g)	\$589,581	\$653,042

Source: Strategic Economics, 2021.

Notes:

- (a) 33 percent of maximum monthly household income.
- (b) Unlike for rentals, monthly deductions for for-sale units do not include utility costs.
- (c) Homeowners Association dues are assuming to average \$0.25 per square foot.
- (d) Assumes annual effective property tax rate of 1.50% percent of sales price, after exemptions; annual private mortgage insurance premium rate of 0.85 percent of mortgage amount.
- (e) Maximum monthly housing cost minus deductions.
- (f) Assumes 3.8 percent interest rate and 30-year loan term. Interest rate is based on correspondence with Marin Housing Authority.
- (g) Assumes 5 percent down payment (95 percent loan-to-value ratio).

FIGURE 15. MAXIMUM AFFORDABLE SALES PRICES FOR CONDOMINIUM TOWNHOME (PROTOTYPE 2)

Household Size (Persons per HH)	4.5	6
Very Low Income (50% AMI)		
Annual Household Income at 50% AMI	\$74,413	\$83,000
Maximum Monthly Housing Cost (a)	\$2,046	\$2,283
Monthly Deductions (b)		
HOA Dues (c)	\$613	\$665
Property Taxes and Insurance (d)	\$537	\$597
Monthly Income Available for Mortgage Payment (e)	\$897	\$1,020
Maximum Mortgage Amount (f)	\$192,493	\$218,997
Maximum Affordable Sales Price (g)	\$202,624	\$230,523
Low Income (70%)		
Annual Household Income at 70% AMI	\$104,178	\$116,200
Maximum Monthly Housing Cost (a)	\$2,865	\$3,196
Monthly Deductions (b)	\$1,418	\$1,561
HOA Dues (c)	\$613	\$665
Property Taxes and Insurance (d)	\$805	\$896
Monthly Income Available for Mortgage Payment (e)	\$1,447	\$1,635
Maximum Mortgage Amount (f)	\$310,637	\$350,829
Maximum Affordable Sales Price (g)	\$326,986	\$369,293
Moderate Income (110%)		
Annual Household Income at 110% AMI	\$163,708	\$182,600
Maximum Monthly Housing Cost (a)	\$4,502	\$5,022
Monthly Deductions (b)	\$1,967	\$2,175
HOA Dues (c)	\$613	\$665
Property Taxes and Insurance (d)	\$1,355	\$1,510
Monthly Income Available for Mortgage Payment (e)	\$2,535	\$2,847
Maximum Mortgage Amount (f)	\$543,953	\$611,059
Maximum Affordable Sales Price (g)	\$572,582	\$643,220

Source: Strategic Economics, 2020.

Notes:

- (a) 33 percent of maximum monthly household income.
- (b) Unlike for rentals, monthly deductions for for-sale units do not include utility costs.
- (c) Homeowners Association dues are assuming to average \$0.35 per square foot.
- (d) Assumes annual effective property tax rate of 1.50% percent of sales price, after exemptions; annual private mortgage insurance premium rate of 0.85 percent of mortgage amount.
- (e) Maximum monthly housing cost minus deductions.
- (f) Assumes 3.8 percent interest rate and 30-year loan term. Interest rate is based on correspondence with Marin Housing Authority.
- (g) Assumes 5 percent down payment (95 percent loan-to-value ratio).

MAXIMUM AFFORDABLE RENTS AND SALES PRICES

Figures 16 and 17 provide summaries for the maximum affordable rents and sales prices respectively for the various prototypes that were tested.

FIGURE 16. SUMMARY OF MAXIMUM AFFORDABLE RENTS

Income Level	Studio	1-BR	2-BR
Very Low-income (50%)	\$1,209	\$1,379	\$1,539
Low-income (65%)	\$1,584	\$1,809	\$2,022
Moderate Income (90%)	\$2,210	\$2,524	\$2,827

Source: Strategic Economics, 2021.

FIGURE 17. SUMMARY OF MAXIMUM AFFORDABLE SALES PRICES

	Single-Family Subdivision		Condominium Townhome	
	3-BR	4-BR	3-BR	4-BR
Very Low Income (50% AMI)	\$219,714	\$240,398	\$202,624	\$230,523
Low Income (70%)	\$344,076	\$379,167	\$326,986	\$369,293
Moderate Income (110%)	\$589,581	\$653,042	\$572,582	\$643,220

Source: Strategic Economics, 2021.

ESTIMATING DEVELOPMENT COSTS

The second step in the affordability gap analysis is to estimate development costs for the three prototypes. Development costs include land costs, direct or “hard” construction costs, indirect or “soft” costs, as well as financing costs, a developer fee, and a contingency for overruns.

Because multi-unit residential projects are relatively rare in Marin, the Consultant Team collected available data on the few recent comparable development projects and land sales, and supplemented the data with feedback from local developers (see Appendix A), other available studies of costs in the Bay Area, and past experience with pro forma studies.

The development cost assumptions are shown below in Figure 18, and a chart that summarizes the breakdown of overall development costs for the prototypes is shown in Figure 19.

The development costs for for-sale housing are based on interviews with developers and homebuilders experienced with single-family and townhome development projects in Marin. This analysis estimated that total development costs for the single-family subdivision were \$355 per net residential square foot while the costs for the condominium townhome were \$373 per net residential square foot.

Because there are limited examples of recent multifamily development in Marin, the Consultant Team relied on a variety of sources to identify the multifamily cost assumptions. They are partly based on a pro forma for a proposed Type V development in Marin, as well as an interview with a multifamily developer. The team also relied on cost data and recently completed feasibility studies for similar rental apartment developments in the Bay Area. The analysis estimated that the total development cost for Prototype 3 was \$705 per net square foot.

The remainder of this section explains the costs assumptions in more detail.

FIGURE 18. SUMMARY OF DEVELOPMENT COST ASSUMPTIONS

	Single Family Subdivision	Condominium Townhome	Rental Apartments
Land Cost (a)			
Per Land Sq. Ft.	\$56	\$69	\$86
Per Unit	\$350,000	\$200,000	\$75,000
Hard Costs			
Site Costs per Land Sq. Ft. (b)	\$15	\$35	\$35
Construction Costs per Sq. Ft. of Residential Area	\$110	\$150	\$350
Parking Cost per Space (c)	n/a	n/a	\$32,500
Other Costs (Displayed as % of Hard Cost)			
Soft Costs (d)	12%	12%	12%
Contingency	5%	5%	5%
Developer Overhead	4%	4%	4%
Financing Costs			
Amount Financed (% of Hard and Soft Costs)	65%	65%	70%
Construction Loan Fee	1.5%	1.5%	1.5%
Term (Months)	18	18	24
Construction Interest Rate	4.5%	4.5%	5.0%

Source: Developer Interviews, 2021; Project Pro Formas, 2021; Strategic Economics, 2021.

Notes:

- (a) Entitled land
- (b) Assumes relatively flat site

(c) Parking costs for for-sale prototypes are incorporated into the construction cost. Cost for rental prototype refers to one level of podium

(d) Includes architectural, engineering, and consulting fees, as well as taxes, legal, insurance, accounting, and other costs.

FIGURE 19. TOTAL DEVELOPMENT COSTS BY PROTOTYPE

Cost Category	Single Family Subdivision	Condominium Townhome	Rental Apartments
Total Project			
Land Cost	\$4,900,000	\$6,000,000	\$7,500,000
Hard Costs	\$4,694,800	\$11,149,200	\$38,222,811
Soft Costs	\$1,344,396	\$3,001,696	\$10,660,521
Development Costs	\$10,939,196	\$20,150,896	\$56,383,332
Per Unit			
Land Cost	\$350,000	\$200,000	\$75,000
Hard Costs	\$335,343	\$371,640	\$382,228
Soft Costs	\$96,028	\$100,057	\$106,605
Development Costs	\$781,371	\$671,697	\$563,833
Per Net Residential Sq. Ft.			
Land Cost	\$159	\$111	\$94
Hard Cost	\$152	\$206	\$478
Soft Costs	\$44	\$56	\$133
Development Costs	\$355	\$373	\$705

Source: Strategic Economics, 2021.

The following subsections provide further details on how the cost assumptions were identified.

LAND COST

Land costs typically vary widely, depending on factors such as location, zoning, and the amount of site work required to prepare the land for development. Because the price of land is so strongly tied to what can be built upon it, land costs are characterized in this study as the cost per dwelling unit of development. Recent comparable sales that informed land cost for the three prototypes are shown below in Figures 20-22.

- There is only one relevant recent sale for an entitled single-family subdivision. The site is in Mill Valley, which tends to have high land costs compared to the Marin average.
- A range of \$180,000 per unit to approximately \$300,000 per unit was identified for the condominium townhome prototype based on two recent sales, which reflect the high end (Mill Valley) and the low end (Novato) of the Marin County market.
- For the rental apartment prototype, two sales for sites entitled for multifamily development had land costs of \$75,000 per unit, a number that was corroborated by a developer with experienced in multifamily development in Marin.

Based on these comparable examples and feedback from developers, the land cost assumptions were set at \$350,000 per unit for Prototype 1, \$200,000 per unit for Prototype 2, and \$75,000 per unit for Prototype 3.

FIGURE 20. RECENT LAND SALE FOR SITE ZONED FOR SINGLE-FAMILY SUBDIVISION

Site Address	548 Miller Ave., Mill Valley
Description	Single-family subdivision (13 fee simple lots, three of which include ADUs)
Site Acres	1.58
Site Sq. Ft.	68,825
Units Per Acre	10
Sale Date	September 2019
Sale Price for Site	\$8,500,000
Land Price Per Unit (including 3 ADUs)	\$531,250

Source: Costar, 2021; Strategic Economics, 2021.

FIGURE 21. RECENT LAND SALES FOR CONDOMINIUM TOWNHOMES

Site Address	500 Miller Ave., Mill Valley	7533-7537 Redwood Blvd., Novato
Description	Nine condominium townhomes with underground parking and corner retail space	50 condominium townhomes (Atherton Place)
Site Acres	1.2	3.7
Site Sq. Ft.	52,272	161,172
Units Per Acre	7.5	13.5
Sale Date	June 2017	July 2018
Sale Price for Site	\$2,900,000	\$9,000,000
Land Price Per Unit	\$322,222	\$180,000

Source: Costar, 2021; Strategic Economics, 2021.

FIGURE 22. RECENT LAND SALES FOR MULTIFAMILY HOUSING

Site Address	703 Third St., San Rafael (a)	1203-1211 Lincoln Ave., San Rafael (b)
Description	Proposed apartment project with 61 units and underground, automated parking and incorporating density bonus	36 condominium flats Type V over I construction
Site Acres	0.63	0.74
Site Sq. Ft.	27,395	32,234
Units Per Acre	97	49
Sale Date	August 2014	March 2017
Sale Price for Site	\$4,650,000	\$2,700,000
Land Price Per Unit	\$76,230	\$75,000

Source: Costar, 2021; Developer Pro Formas, 2021; Strategic Economics, 2021.

Notes:

(a) Reflects the site's "base case scenario" which is more comparable to Prototype 3

(b) Site is now associated with pipeline assisted living proposal but at time of sale, it had been planned for condominiums

HARD COSTS

Hard costs refer to both horizontal site costs and vertical construction costs, including the residential area construction and parking construction.

According to developers active in Marin County, construction costs for the county are higher than other locations in the Bay Area because it is less accessible to construction workers. Subcontractors often charge a premium that is equivalent to prevailing wage. The construction cost estimates for residential buildings incorporate these cost factors specific to Marin County.

The construction costs also include horizontal/site costs that include demolition, grading, utility connection installation, paving, and landscaping. For the purposes of this analysis, it is assumed that

the hypothetical sites are relatively flat, with horizontal costs of \$15 per land square foot for the single-family subdivision, and \$35 per land square foot for the condominium townhomes and apartments.

The construction costs for the single-family subdivision and the condominium townhome, which are based on feedback from Marin developers and homebuilders, are \$110 and \$150 per gross residential square foot respectively. Note that the cost of garage parking is incorporated into the residential hard cost, while the cost of any surface parking is incorporated into the site cost for these prototypes.

For the rental prototype, the construction cost of the residential area is estimated to be \$350 per gross residential square foot. Because there are very few examples of recent and under construction apartments over podium in Marin, the Consultant Team also reviewed pro formas for planned affordable and market-rate projects in San Rafael and other Bay Area cities to estimate costs.

Based on this broad review of costs, the Consultant Team estimated that residential construction costs for Prototype 3 were approximately \$350 per gross residential square foot, which translates to per unit costs of \$564,000. A review of financial data from affordable housing projects in the San Francisco Bay Area supported these cost estimates, which show that affordable housing per unit costs are in the range of \$530,000 to \$678,000.¹¹

SOFT COSTS

Soft costs refer to necessary costs of development that are not directly related to the physical construction of the building. They include architecture, engineering costs and other professional services fees, as well as other costs associated with doing business, such as insurance and taxes. Finally, soft costs include city permits and fees, and other miscellaneous costs. It is estimated that soft costs are 12 percent of hard costs for all three prototypes, a standard assumption that was confirmed by developer interviewees. The developer's contingency and overhead, also account for an additional five and four percent of hard costs, respectively.¹²

FINANCING COSTS

Financing assumptions are consistent for both for-sale prototypes because the two hypothetical projects would have similar loan terms and construction timelines. Based on input from developers that specialize in owner-occupied single-family and townhome developments, 65 percent of the project cost would be financed with debt, with a typical interest rate of approximately 4.5 percent. The development period for the for-sale prototypes is assumed to be 18 months.

The rental apartment prototype incorporates a slightly higher interest rate at 5 percent, to account for a higher level of risk, with a 24-month development period. The amount financed is also tends to be slightly higher at 70 percent of project cost, according to a multifamily developer.

All three prototypes incorporate a 1.5 percent construction loan fee, which is a standard industry assumption.

¹¹ Even though affordable rental housing is rented at below market rates, the cost of construction is the same, and sometimes higher than market-rate housing.

¹² Developer profit is not included in the consideration of costs for the purposes of this analysis, but could be considered in a more detailed pro forma financial feasibility analysis.

AFFORDABILITY GAP

The final step is to calculate the housing affordability gap, which is the difference between what very low-, low-, and moderate-income households can afford to pay and the cost of developing those units. The gap helps determine the in-lieu fee amount that would be required to cover the cost associated with developing affordable housing units.

FOR-SALE HOUSING

Figures 23 and 24 shows the affordability gap calculation for the for-sale housing prototypes. For each unit type, the gap is calculated as the difference between the per-unit cost of development and the affordable sales price for each income level. The average housing affordability gap is weighted based on the unit mix in the prototypes.

FIGURE 23. AFFORDABILITY GAP FOR SINGLE-FAMILY SUBDIVISION

Income Level and Unit Type	Unit Size (Sq. Ft.)	Affordable Sales Price (a)	Development Costs (b)	Affordability Gap (c)
Very Low Income (50%)				
3 Bedroom	2,000	\$219,714	\$710,337	\$490,623
4 Bedroom	2,400	\$240,398	\$852,405	\$612,007
Weighted Average		\$230,056	\$781,371	\$551,315
Low Income (70%)				
3 Bedroom	2,000	\$344,076	\$710,337	\$366,261
4 Bedroom	2,400	\$379,167	\$852,405	\$473,237
Weighted Average		\$361,622	\$781,371	\$419,749
Moderate Income (110%)				
3 Bedroom	2,000	\$589,581	\$710,337	\$120,757
4 Bedroom	2,400	\$653,042	\$852,405	\$199,363
Weighted Average		\$621,311	\$781,371	\$160,060

Source: Strategic Economics, 2021.

Notes:

- (a) See calculation in Figure 14, above.
- (b) Assumes \$349 per SF for development costs
- (c) Calculated as the difference between affordable sales price and development cost
- (d) Includes 50% three-bedrooms and 50% four-bedrooms.

FIGURE 24. AFFORDABILITY GAP FOR CONDOMINIUM TOWNHOME

Income Level and Unit Type	Unit Size (Sq. Ft.)	Affordable Sales Price (a)	Development Costs (b)	Affordability Gap (c)
Very Low Income (50%)				
3 Bedroom	1,750	\$202,624	\$653,038	\$450,414
4 Bedroom	1,900	\$230,523	\$709,013	\$478,490
Weighted Average		\$211,924	\$671,697	\$459,773
Low Income (70%)				
3 Bedroom	1,750	\$326,986	\$653,038	\$326,052
4 Bedroom	1,900	\$369,293	\$709,013	\$339,720
Weighted Average		\$341,089	\$671,697	\$330,608
Moderate Income (110%)				
3 Bedroom	1,750	\$572,582	\$653,038	\$80,456
4 Bedroom	1,900	\$643,220	\$709,013	\$65,793
Weighted Average		\$596,128	\$671,697	\$75,568

Source: Strategic Economics, 2021.

Notes

(a) See calculation in Figure 15, above.

(b) Assumes \$393 per square foot for development costs

(c) Calculated as the difference between affordable sales price and development cost

(d) Includes two-thirds three-bedrooms and one-third four-bedrooms.

RENTAL HOUSING

Figure 25 shows the affordability gap calculation for the rental prototype. For each rental unit type and income level, the gap is defined as the difference between the per-unit cost of development and the supportable debt per unit. The supportable debt is calculated based on the net operating income generated from the monthly rent from the affordable unit, and incorporates assumptions about operating expenses (including property taxes, insurance, maintenance, etc.), reserves, and vacancy. It also incorporates financing assumptions related to the permanent loan on the property. Assumptions on operating costs are informed by data on Victory Village, which is a recent affordable housing development built in Marin. The average housing affordability gap is also weighted based on the unit mix of the prototype.

FIGURE 25. HOUSING AFFORDABILITY GAP FOR RENTAL APARTMENTS

Income Level and Unit Type	Unit Size (Sq. Ft.)	Maximum Monthly Rent (a)	Annual Income	Net Operating Income (b)	Available for Debt Service (c)	Supportable Debt (d)	Development Costs (e)	Affordability Gap (f)
Very Low-income (50%)								
Studio	650	\$1,209	\$14,507	\$2,781	\$2,418	\$39,393	\$458,250	\$418,857
1 Bedroom	750	\$1,379	\$16,551	\$4,723	\$4,107	\$66,904	\$528,750	\$461,846
2 Bedroom	900	\$1,539	\$18,468	\$6,545	\$5,691	\$92,699	\$634,500	\$541,801
Weighted Average (g)						\$74,471	\$564,000	\$489,529
Low-income (65%)								
Studio	650	\$1,584	\$19,013	\$7,063	\$6,141	\$100,036	\$458,250	\$358,214
1 Bedroom	750	\$1,809	\$21,704	\$9,618	\$8,364	\$136,236	\$528,750	\$392,514
2 Bedroom	900	\$2,022	\$24,264	\$12,051	\$10,479	\$170,691	\$634,500	\$463,809
Weighted Average (g)						\$146,398	\$564,000	\$417,602
Moderate Income (90%)								
Studio	650	\$2,210	\$26,525	\$14,198	\$12,346	\$153,206	\$458,250	\$305,044
1 Bedroom	750	\$2,524	\$30,291	\$17,776	\$15,458	\$191,816	\$528,750	\$336,934
2 Bedroom	900	\$2,827	\$33,924	\$21,228	\$18,459	\$229,058	\$634,500	\$405,442
Weighted Average (g)						\$202,852	\$564,000	\$361,148

Notes:

- (a) Affordable rent levels based on 2020 income limits
- (b) Amount available for debt. Assumes 5% vacancy and collection loss and \$11,000 per unit for operating expenses and reserves, based on operating pro formas for recent affordable projects in Marin County.
- (c) Assumes 1.15 Debt Coverage Ratio.
- (d) Assumes 4.5% permanent financing interest rate and 30 year loan.
- (e) Assumes development cost of \$705 per net square foot on rental units.
- (f) Calculated as the difference between development costs and supportable debt.
- (g) Incorporates 10% studios, 50% one-bedrooms, and 40% two-bedrooms.

SUMMARY OF MAXIMUM IN-LIEU FEE BY HOUSING TYPE

A summary of the affordability gaps by tenure and income level is displayed in Figure 26. The affordability gap is the basis for setting the maximum in-lieu fee. As shown, the maximum in-lieu fee per required affordable unit (rounded) is approximately \$377,000 for single-family subdivisions, \$289,000 for condominium townhomes, and \$423,000 for rental apartments.

The maximum in-lieu fee is highest for rental apartments because the average targeted income is lower (68 percent of AMI, compared to 78 percent AMI for for-sale housing), resulting in a wider affordability gap.

The calculated in-lieu fee is lower for condominium townhomes than single-family subdivisions because the construction cost for townhomes is slightly lower, while the targeted income groups remain the same.

It is important to note that the City can choose to adopt lower fees than the maximum calculated in-lieu fees shown in Figure 26.

FIGURE 26. SUMMARY OF MAXIMUM IN-LIEU FEES

Income Level	For-sale Gap		Rental Gap
	Single-Family Subdivision	Condominium Townhome	
Very Low-income (50% AMI)	\$551,315	\$459,773	\$489,529
Low-income (65% AMI Rental/ 70% Owner)	\$419,749	\$330,608	\$417,602
Moderate Income (90% AMI Rental)/ 110% AMI Owner)	\$160,060	\$75,568	\$361,148
Average Affordability Gap/ Maximum In-Lieu Fee	\$377,042	\$ 288,650	\$422,760

Source: Strategic Economics, 2021.

IV. Policy Considerations and Recommendations

This section summarizes key policy issues for the City of San Rafael to consider when updating its inclusionary housing ordinance and in-lieu fee. The following questions are addressed:

- How do the calculated in-lieu fees compare with the County's existing fees?
- How do the calculated fees compare with in-lieu fees in other jurisdictions?
- How much do the calculated in-lieu fees raise development costs in Marin County and impact financial feasibility?
- How do the calculated fees compare with existing municipal fees, such as building permit and other impact fees?

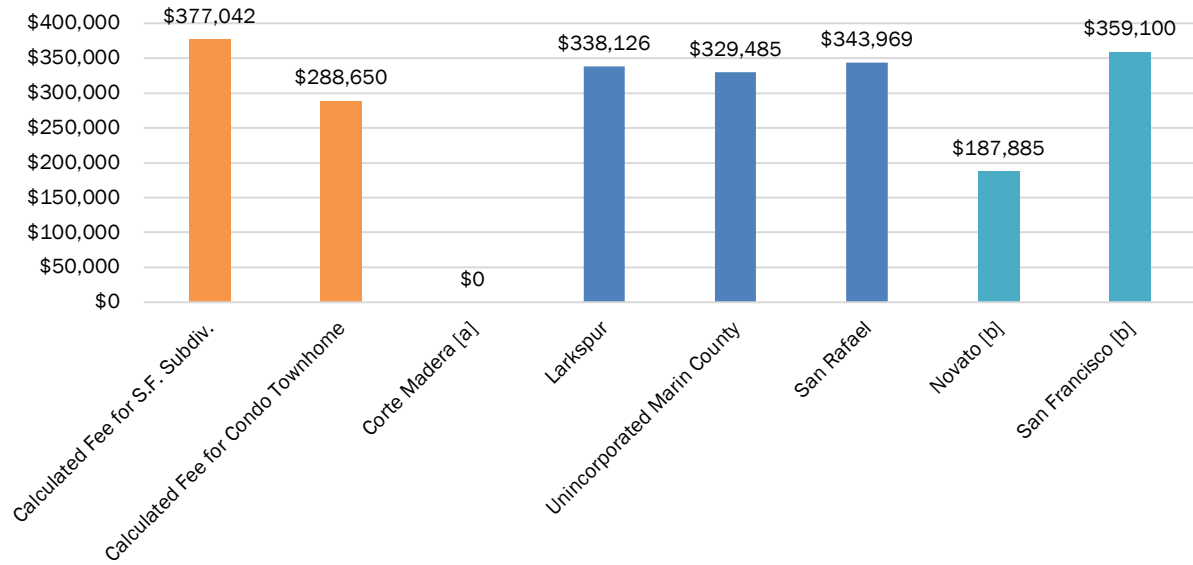
Each of these questions is addressed in the sections below, followed by a set of recommendations.

COMPARISON OF IN-LIEU FEES IN MARIN COUNTY AND NEIGHBORING JURISDICTIONS

The newly calculated in-lieu fees from the previous section are shown along with the existing in-lieu fees for for-sale housing for the County and other nearby jurisdictions for comparison in Figure 27. As shown, the City of San Rafael currently has an in-lieu fee of nearly \$344,000 per unit for all for-sale housing. The newly calculated maximum in-lieu fee for single-family subdivisions is higher than the existing fee in all the other jurisdictions. However, the calculated fee for for-sale townhomes is lower than the County's existing fee but higher than the current in-lieu fee for for-sale housing in Novato.

The same information is shown for rental housing in Figure 28. As shown, the calculated maximum in-lieu fee for rental projects is higher than the existing fees in San Rafael, Marin County and the neighboring cities. Larkspur, Novato, and San Francisco charge lower in-lieu fees for rental projects, even though the affordability gap may be higher than for-sale housing.

FIGURE 27: COMPARISON OF CALCULATED IN-LIEU FEES WITH EXISTING IN-LIEU FEES, FOR-SALE DEVELOPMENTS

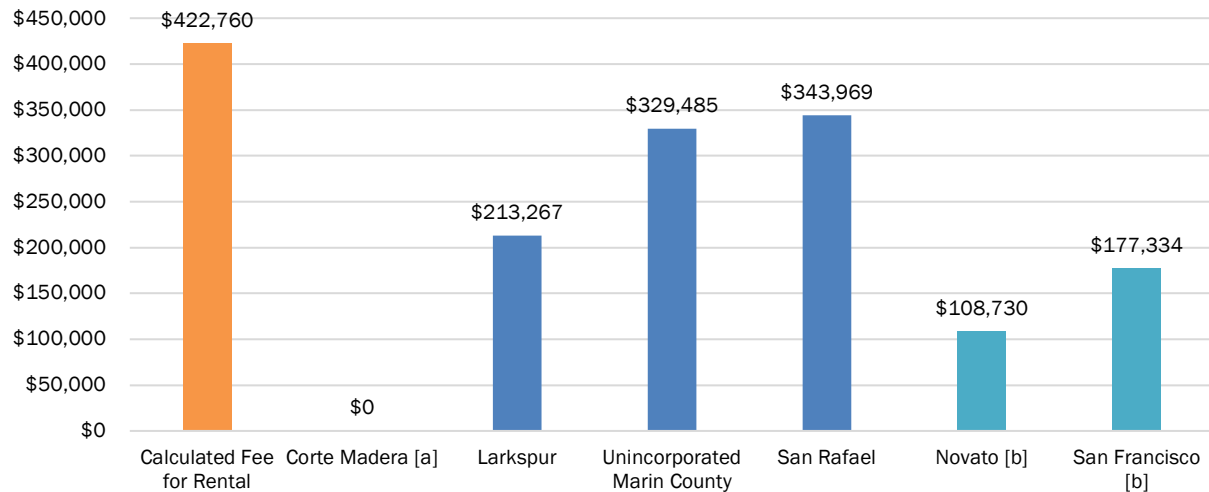


[a] Corte Madera has an in-lieu fee that is calculated based on construction costs and area median incomes. Because the assumptions in the calculation have not been updated for several years, the fee currently evaluates to zero.

[b] In-lieu fees for San Francisco and Novato vary by the number of units in the project. Both fee amounts assume the 30-unit condo townhome prototype.

Sources: Available documents from jurisdictions, 2020; Strategic Economics, 2021.

FIGURE 28: COMPARISON OF CALCULATED IN-LIEU FEES WITH EXISTING IN-LIEU FEES, RENTAL DEVELOPMENTS



[a] Corte Madera has an in-lieu fee that is calculated based on construction costs and area median incomes. Because the assumptions in the calculation have not been updated for several years, the fee currently evaluates to zero.

[b] In-lieu fees for San Francisco and Novato vary by the number of units in the project. Both fee amounts assume the 100-unit rental apartment prototype.

Sources: Available documents from jurisdictions, 2020; Strategic Economics, 2021. in-Lieu Fee in Relation to Development costs

Using the development cost estimates from the previous section, the Consultant Team calculated the increase in costs that would be experienced when charging the fee in-lieu of an onsite requirement at a level of 10 percent, 15 percent, 20 percent, and 25 percent. As shown in Figure 29, the cost of the fee for would range from five to 12 percent for the single-family subdivision

prototype, four to 11 percent for the condo townhome prototype, and seven to 19 percent for the apartment prototype.

FIGURE 29: IMPACT OF IN-LIEU FEE ON TOTAL DEVELOPMENT COSTS BY PROTOTYPE

	Single Family Subdivision	Condo Townhome	Rental Apartment
Total Development Costs per Unit	\$781,371	\$671,697	\$563,833
In lieu Fees per Affordable Unit	\$289,905	\$203,088	\$422,760
Increase in Total Development Costs			
@ 10% Onsite Requirement	5%	4%	7%
@ 15% Onsite Requirement	7%	6%	11%
@ 20% Onsite Requirement	10%	9%	15%
@ 25% Onsite Requirement	12%	11%	19%

Source: Strategic Economics, 2021.

The calculated in-lieu fee for the apartment prototype has the largest impact on development costs, due to the much higher affordability gap for apartments. Although rental apartments are the least expensive of the three prototypes to build per unit, the smaller households expected to occupy these units, which translates to lower tenant incomes, and the high operating costs of apartments mean that the affordability gap for rentals is higher in this case. This analysis suggests that for-sale developments will be able to accommodate a substantially higher percentage onsite requirement than will rental projects.

BURDEN OF IN-LIEU COMBINED WITH OTHER MUNICIPAL FEES

The Consultant Team reviewed the total burden of the calculated in-lieu fees in the context of other municipal fees charged by the cities, including fees such as building permits as well as any impact fees each jurisdiction might have in place.¹⁴ A table of these costs for each jurisdiction is given in Figure 30 below, including the total fees that would be paid on each prototype in-lieu of hypothetical inclusionary requirements ranging from ten to 25 percent.

Because each jurisdiction has its own schedule of fees for new development, the cost of development in each community varies. For example, municipal fees for the prototypes in San Rafael range from three to four percent of development costs, while fees in Corte Madera are higher, ranging from four to five percent of development costs. The City of San Rafael will need to take into account these baseline costs when updating an in-lieu fee.

¹⁴ Connection fees charged by a local sanitary sewer and water district were also estimated; they would be expected to represent an additional three to four percent of development costs above what is shown in the Figure 30.

FIGURE 30: IN-LIEU FEES AND OTHER MUNICIPAL FEES* BY JURISDICTION

Current level of onsite requirement for each jurisdiction in bold.

	Per Unit			As % of Development Costs		
	S.F. Subdiv.	Condo	Apt.	S.F. Subdiv.	Condo	Apt.
Corte Madera						
Municipal Fees	\$35,776	\$27,116	\$23,339	5%	4%	4%
Tot. Fees @10% Rqmt.	\$64,767	\$47,424	\$65,615	8%	7%	12%
Tot. Fees @15% Rqmt.	\$79,262	\$57,579	\$86,753	10%	9%	15%
Tot. Fees @20% Rqmt.	\$93,757	\$67,733	\$107,891	12%	10%	19%
Tot. Fees @25% Rqmt.	\$108,253	\$77,888	\$129,029	14%	12%	23%
Fairfax						
Municipal Fees	\$13,231	\$11,258	\$8,104	2%	2%	1%
Tot. Fees @10% Rqmt.	\$42,221	\$31,567	\$50,380	5%	5%	9%
Tot. Fees @15% Rqmt.	\$56,717	\$41,722	\$71,518	7%	6%	13%
Tot. Fees @20% Rqmt.	\$71,212	\$51,876	\$92,656	9%	8%	16%
Tot. Fees @25% Rqmt.	\$85,707	\$62,030	\$113,794	11%	9%	20%
Larkspur						
Municipal Fees	\$39,839	\$25,951	\$19,449	5%	4%	3%
Tot. Fees @10% Rqmt.	\$68,830	\$46,260	\$61,725	9%	7%	11%
Tot. Fees @15% Rqmt.	\$83,325	\$56,414	\$82,863	11%	8%	15%
Tot. Fees @20% Rqmt.	\$97,820	\$66,569	\$104,001	13%	10%	18%
Tot. Fees @25% Rqmt.	\$112,316	\$76,723	\$125,139	14%	11%	22%
Unincorporated Marin County						
County Fees	\$25,397	\$23,656	\$5,470	3%	4%	1%
Tot. Fees @10% Rqmt.	\$63,101	\$52,521	\$47,746	8%	8%	8%
Tot. Fees @15% Rqmt.	\$81,953	\$66,954	\$68,884	10%	10%	12%
Tot. Fees @20% Rqmt.	\$100,806	\$81,386	\$90,022	15%	12%	18%
Tot. Fees @25% Rqmt.	\$119,658	\$95,819	\$111,160	17%	15%	22%
San Anselmo						
Municipal Fees	\$12,821	\$13,837	\$14,034	2%	2%	2%
Tot. Fees @10% Rqmt.	\$41,811	\$34,146	\$56,310	5%	5%	10%
Tot. Fees @15% Rqmt.	\$56,306	\$44,300	\$77,448	7%	7%	14%
Tot. Fees @20% Rqmt.	\$70,802	\$54,455	\$98,586	9%	8%	17%
Tot. Fees @25% Rqmt.	\$85,297	\$64,609	\$119,724	11%	10%	21%
San Rafael						
Municipal Fees	\$27,044	\$23,545	\$15,113	3%	4%	3%
Tot. Fees @10% Rqmt.	\$56,034	\$43,854	\$57,389	7%	7%	10%
Tot. Fees @15% Rqmt.	\$70,530	\$54,009	\$78,527	9%	8%	14%
Tot. Fees @20% Rqmt.	\$85,025	\$64,163	\$99,665	11%	10%	18%
Tot. Fees @25% Rqmt.	\$99,520	\$74,317	\$120,803	13%	11%	21%

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Sausalito						
Municipal Fees	\$7,448	\$7,694	\$9,987	1%	1%	2%
Tot. Fees @10% Rqmt.	\$36,438	\$28,003	\$52,263	5%	4%	9%
Tot. Fees @15% Rqmt.	\$50,934	\$38,157	\$73,401	7%	6%	13%
Tot. Fees @20% Rqmt.	\$65,429	\$48,311	\$94,539	8%	7%	17%
Tot. Fees @25% Rqmt.	\$79,924	\$58,466	\$115,677	10%	9%	21%

* Municipal fees include all applicable permits and impact fees charged by the jurisdiction. Water and sanitary sewer connection fees are not included. Based on estimates from Marin Municipal Water District and Ross Valley Sanitary District, water and sewer fees represent and additional four percent to development costs of the single family subdivision and three percent to condo townhomes and apartments.

Source: Strategic Economics, 2021.

CONVERSION TO PER SQUARE FOOT FEE

Jurisdictions can opt to implement the in-lieu fee as a per square foot fee, rather than a per unit fee, in order to incentivize development projects with smaller units. This may be useful for jurisdictions that primarily see developments with large, luxury units. The per square foot fees are calculated by dividing the per-unit in lieu fee by the weighted average unit square feet for each prototype. This calculation is shown below in Figure 31.

FIGURE 31. EQUIVALENT IN LIEU FEES PER UNIT SQUARE FOOT FOR PROTOTYPES

	Multifamily Rental	Condominium Townhome	Single Family Subdivision
Weighted Average Unit Sq. Ft.	800	1800	2,200
Affordability Gap per Unit			
Very Low Income (50% AMI Rental and Owner)	\$489,529	\$459,773	\$551,315
Low Income (65% AMI Rental/ 70% AMI Owner)	\$417,602	\$330,608	\$419,749
Moderate Income (90% AMI Rental)/ 110% AMI Owner)	\$361,148	\$75,568	\$160,060
Affordability Gap per Sq. Ft.			
Very Low Income (50% AMI)	\$612	\$255	\$251
Low Income (65% AMI Rental/ 70% AMI Owner)	\$522	\$184	\$191
Moderate Income (90% AMI Rental)/ 110% AMI Owner)	\$451	\$42	\$73

Source: Strategic Economics, 2021.

COMPARISON OF INCLUSIONARY REQUIREMENTS IN SELECTED BAY AREA CITIES

Figure 32 summarizes the inclusionary requirements for selected Bay Area cities outside of Marin County for the purposes of comparison. As shown, the cities all have inclusionary requirements on for-sale development projects ranging from a minimum of 5 percent in Oakland to 22 percent in San Francisco. The income targets for for-sale housing are typically low-income and moderate-income households.

For rental housing, the percentage requirement ranges from 5 percent in Oakland to 20 percent in San Francisco. Most of the jurisdictions require some proportion of very low-income units, along with low-income and moderate-income units.

San Francisco, San Jose, and Cupertino have lower requirements for small projects.

FIGURE 32. INCLUSIONARY POLICIES FOR SELECT BAY AREA JURISDICTIONS

Jurisdiction	For-Sale Housing	Rental Housing	Fee Option	Year Adopted/Updated
Berkeley	20% affordable at or below 80% AMI.	20% must be affordable (10% at 80% AMI and 10% at 50% AMI).	For sale: In-lieu fee option (62.5% of difference between affordable and market price). Rental: Affordable housing impact fee \$39,716 per market-rate unit.	2020
Oakland	5% at 50% AMI or 10% at 80% AMI or 10% at 120% AMI.	5% at 50% AMI or 10% at 80% AMI or 10% at 120% AMI.	Fee permitted.	2016
San Francisco	Projects with 25+ units: 22% must be affordable to 80%-110% AMI. Projects with 10-24 units: 13% must be affordable.	Projects with 25+ units: 20% must be affordable to 55%-110% AMI. Projects with 10-24 units: 13% must be affordable to 55% AMI.	Fee permitted but with a higher percentage requirement than building on-site. Smaller projects pay a lower fee.	2017
San Jose	Projects with 20+ units must meet 15% affordable set-aside at or below 120% AMI. Smaller projects have lower percentage requirements.	5% at 100% AMI, 5% at 60% AMI, and 5% at 50% AMI, or 10% at 30% AMI. Smaller projects have lower percentage requirements.	Fee permitted.	2021
Santa Cruz	20% must be affordable to households at or 80% - 100% AMI.	20% must be affordable to households at or below 80% AMI.	On-site units encouraged.	2019
Palo Alto	15% must be affordable to households at 120% AMI or below.	No on-site requirement for rental.	For sale: Fee permitted but developer must demonstrate infeasibility of on-site units. Rental: Affordable housing impact fee charged.	2012
Cupertino	15% must be affordable to 120% or 100% AMI.	15% must be affordable to 120% or 80% AMI.	Projects with 1-6 units may provide a unit or pay a fee. For projects with 7 or more units, requires City Council approval.	2012

Source: Urban Displacement Project, 2021; City of Berkeley, 2021; Strategic Economics, 2021.

Appendix A

The Consultant Team spoke with a range of stakeholders for this report, including market-rate housing developers, affordable housing developers, affordable housing advocates, Marin housing authority staff, and local community land trusts. Stakeholders that participated in either one-on-one interviews with the Consultant Team, or in developer forums, both of which helped inform this report, are listed below in Figure 33.

FIGURE 33. LIST OF STAKEHOLDERS INTERVIEWED FOR STUDY

Name	Organization/ Affiliation
Judith Bloomberg	Marin Organizing Committee
Ariane Dar	Bolinas Community Land Trust
Todd David	Housing Action Committee
Justin Derby	Meritage Homes
Bruce Dorfman	Thompson Dorfman
Aaron Eckhouse	California YIMBY
Michael Hooper	Campus Property Group
Larry Kennings	Marin Environmental Housing Collaborative
Stacey Laumann	Community Land Trust of West Marin
Marianne Lim	EAH Housing
Stephanie Lovette	Marin Housing Authority
Linda Mandolini	Eden Housing
Tom Monahan	Monahan Parker Development
Wick Polite	Seagate Properties
Kiki La Porta	Coalition for a Livable Marin
Phil Richardson	Individual developer
Suzanne Sadowsky	San Geronimo Valley Affordable Housing Association
Carmen Soruco	Marin Housing Authority
Mary Kay Sweeney	Homeward Bound Housing Crisis Action Group, San Rafael Chamber of Commerce
Joanne Webster	Commerce

Source: Strategic Economics, 2021.



Agenda Item No: 7.a
Meeting Date: December 19, 2022

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Digital Service and Open Government

Prepared by: Vinh Pham,
Digital Infrastructure Manager

City Manager Approval: 

TOPIC: LOCAL AGENCY TECHNICAL ASSISTANCE (“LATA”) GRANT

SUBJECT: RESOLUTION APPROVING THE ACCEPTANCE AND APPROPRIATION OF CALIFORNIA PUBLIC UTILITIES COMMISSION (“CPUC”) GRANT FUNDING FOR THE SAN RAFAEL CANAL QUALIFIED OPPORTUNITY ZONE PROJECT IN THE AMOUNT OF \$258,620 FOR THE LATA PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND OTHER DOCUMENTS RELATED TO THE GRANT

RECOMMENDATION:

Staff recommends City Council adopt the resolution approving the acceptance and appropriation of CPUC grant funds in the amount of \$258,620 for the Local Agency Technical Assistance (LATA) grant and authorizing the City Manager to execute a grant agreement and other documents related to the grant.

BACKGROUND:

In 2020, the City of San Rafael, County of Marin, San Rafael School District, and Canal Alliance collaborated on installing a neighborhood-wide, free Wi-Fi network in San Rafael’s Canal neighborhood. Prior to the installation of the free Wi-Fi network, nearly half (44%) of Canal residents reported difficulties connecting to the internet. This made remote learning exceedingly difficult, if not impossible, for the estimated 3,400 school-age children living within the 0.1 square mile Canal Qualified Opportunity Zone. While the Canal Wi-Fi network has successfully supplied students and households with access to basic Wi-Fi, a longer-term approach is required to guarantee broadband infrastructure access to our Canal community.

The California Public Utilities Commission has established Local Agency Technical Assistance (LATA) grants to “support tribes and local agencies in their efforts to expand broadband service to unserved and underserved Californians.” Funding from LATA grants is intended for planning

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

work that will facilitate high-speed broadband infrastructure projects. The City of San Rafael applied for a LATA grant in September 2022 and was awarded funds in October 2022.

ANALYSIS:

The Canal neighborhood in San Rafael has significantly lower household incomes than surrounding neighborhoods. The Canal Qualified Opportunity Zone (Census Tracts 1122.03 and 1122.04), which is 89% Hispanic, has a median household income of \$49,000 while the median household income for Marin County is \$121,700. Federal and state broadband maps indicate that the Canal Qualified Opportunity Zone is “served” by incumbent providers Comcast and AT&T. However, area speed tests and availability analysis along with information provided by the San Rafael School District indicate residents face challenges with access and reliability. Further study and analysis is needed to determine if residents are adequately served at the 25/3 Mbps minimum speed requirement. The City and County have received reports that service is not available in every living unit in the neighborhood highlighting that further study is needed. Additionally, funding this discovery work is important due to the high density of units and residents in these multi-unit dwellings.

In July 2021, California established SB 156 as a commitment to bridging the digital divide and providing equitable access to affordable broadband internet service. The bill included a \$2 billion “Last Mile” grant program to build last mile infrastructure for low-income customers (defined as a household size of four earning less than \$55,500 between June 1, 2022 to May 31, 2023). Last mile in this context refers to the gap between broadband service provider infrastructure and customer’s home or business.

The LATA grant would be used to fund a feasibility study for building last mile broadband infrastructure (interconnecting with the SB 156 middle-mile open access network) in the Canal neighborhood in collaboration with the County of Marin’s regional leadership on parallel, Digital Marin, initiatives. The funds will support feasibility studies, market analysis, and high-level network designs to analyze the current market, identify needs, quantify demand, calculate costs, estimate fees, and provide recommended project parameters and strategies to support projects in the Canal neighborhood. By performing these activities, the City will better understand where and how to address the needs created by gaps in service, lack of reliability, and speeds below minimum requirements. If these studies prove there is a need for dedicated broadband infrastructure to service this neighborhood, the City of San Rafael would seek additional Federal and State funding for network infrastructure planning and broadband infrastructure construction.

Project Area – San Rafael Qualified Opportunity Zone

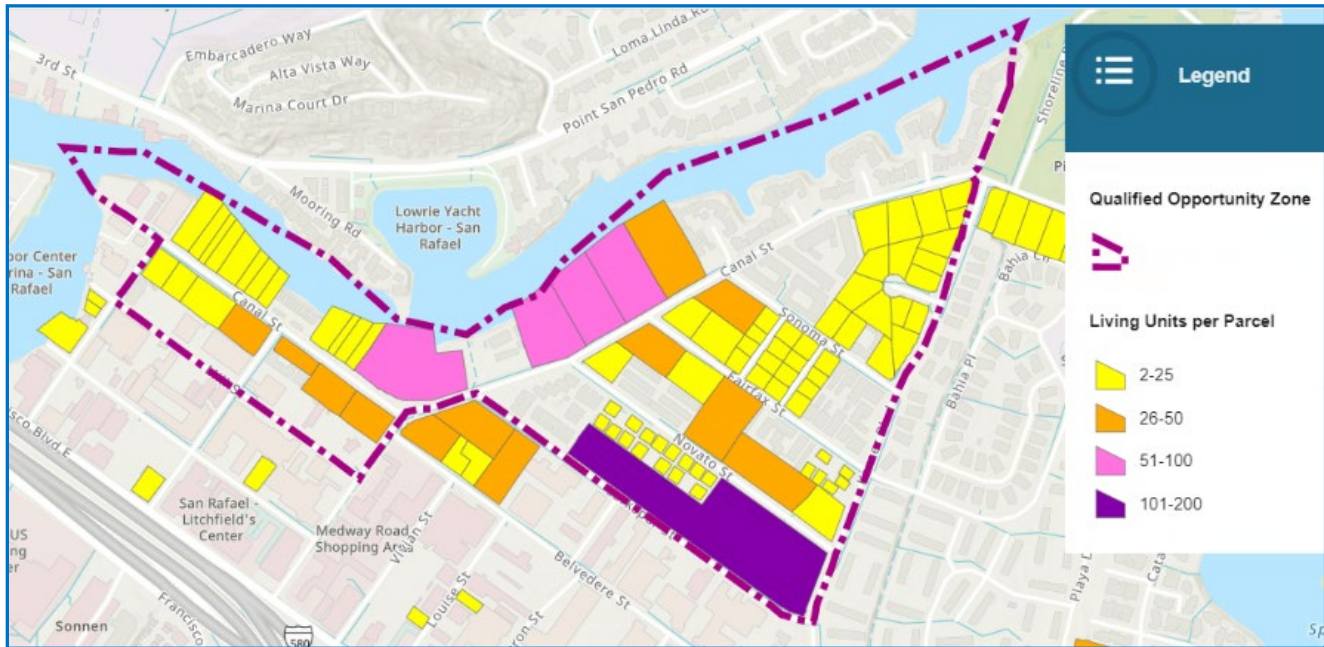


Figure 1 San Rafael Qualified Opportunity Zone

The City has one designated **Opportunity Zone** comprised of Census Tracts 1122.03 and 1122.04, formerly consolidated in Census Tract 1122.01. In total, this Opportunity Zone has a Census population of **8,024**, representing **13.6%** of the city’s total population of **59,000**. The unofficial population is estimated to be 8,000 - 10,000, and the median household income is approximately **\$49,000**.

Summary Demographics – Census Tracts 1122.03 and 1122.04

Project Area: Canal Qualified Opportunity Zone (QOZ) *

\$49,333 Canal QOZ median household income	43.2% Canal residents without a computer**	33.4% Canal households without broadband internet subscription**
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Marin County*

\$121,671 Marin County median household income	3.9% Households without a computer**	6.9% Households without a broadband internet subscription**
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*2020 US Census

** 2020 [Digital Equity California – US Census, BroadbandNow](#)

FISCAL IMPACT:

The grant funds of \$258,620 will be accepted and appropriated for Project #283. There is no additional fiscal impact associated with this action.

OPTIONS:

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

1. Adopt the resolution approving acceptance and appropriation of the \$258,620 Local Agency Technical Assistance grant and authorizing the City Manager to execute a grant agreement and other documents related to the grant.
2. Do not adopt the resolution.

RECOMMENDED ACTION:

Adopt the resolution approving the acceptance and appropriation of California Public Utilities Commission grant funds in the amount \$258,620 for the "Local Agency Technical Assistance" ("LATA")

ATTACHMENTS:

1. Resolution

RESOLUTION NO.

RESOLUTION APPROVING THE ACCEPTANCE AND APPROPRIATION OF CALIFORNIA PUBLIC UTILITIES COMMISSION (“CPUC”) GRANT FUNDING FOR THE SAN RAFAEL CANAL QUALIFIED OPPORTUNITY ZONE PROJECT IN THE AMOUNT OF \$258,620 FOR THE LATA PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND OTHER DOCUMENTS RELATED TO THE GRANT

WHEREAS, the State of California has allocated funds to the California Public Utilities Commission (CPUC) to establish Local Agency Technical Assistance (LATA) grants to support local agencies in their efforts to expand broadband service to unserved and underserved Californians; and

WHEREAS, the California Public Utilities Commission has approved a grant to the City of San Rafael in the amount of \$258,620 in grant funds; and

WHEREAS, the LATA grant will be used to fund a feasibility study for building “Last-Mile” broadband infrastructure (interconnecting with the SB-156 Middle-Mile open access network) in the Canal neighborhood; and

WHEREAS, the funds will support feasibility studies, market analysis, and high-level network designs to analyze the current market, identify needs, quantify demand, calculate costs, estimate fees, and provide recommended project parameters and strategies to support projects in the Canal neighborhood;

NOW, THEREFORE BE IT RESOLVED, that the City Council approves the acceptance and appropriation of \$258,620 in California Public Utilities Commission grant funds for the “Local Agency Technical Assistance” (“LATA”); and authorizes the City Manager to execute a Grant Agreement in a form approved by the City Attorney and any other documents related to the grant.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on Monday, the 19th day of December 2022, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Agenda Item 7.b – 2023 Vice Mayor

City Council Appointments 2023

Position	2023
Vice Mayor, City Council	Rachel Kertz <u>Maika Llorens Gulati</u>
San Rafael Sanitation District	Kate Colin (C) Maribeth Bushey Rachel Kertz (Alt)
Central Marin Sanitation Agency <i>(informational only- appointed by SRSD)</i>	Maribeth Bushey
City Rep. to Association of Bay Area Government (ABAG)	Eli Hill
League of California Cities, North Bay Division	Maika Llorens Gulati Maribeth Bushey (Alt)
Sonoma/Marin Area Rail Transit (SMART) <i>(informational only- appointed by TAM)</i>	Kate Colin Maribeth Bushey (Alt)
County Priority-Setting Committee <i>(re Community Development Block Grant Funds)</i>	Eli Hill Rachel Kertz (Alt)
Marin Clean Energy (MCE)	Maika Llorens Gulati Rachel Kertz (Alt)
Transportation Authority of Marin (TAM) Board of Commissioners	Kate Colin Maribeth Bushey (Alt)
Transportation Authority of Marin (TAM) - Safe Routes to Schools Program	Maika Llorens Gulati <u>Maribeth Bushey</u>
Micro Grid Task Force	Eli Hill
BayWAVE	Kate Colin
Age Friendly / Aging Action Liaison	Rachel Kertz
City Council Standing Committees (Noticed public meetings)	
Climate Change Action Plan Quarterly Update Forum	Maika Llorens Gulati
City/School Liaison Committee <i>(Noticed Joint City Council /Schools meeting)</i>	Kate Colin Eli Hill
Economic Development Subcommittee	Maika Llorens Gulati <u>Eli Hill</u>
Library Foundation Board	Maribeth Bushey

Council Liaisons to Boards, Commissions and Committees (Open, noticed meetings)	
ADA Access Advisory Committee	Eli Hill
Bicycle and Pedestrian Advisory Committee	Maika Llorens Gulati
Board of Library Trustees	Maribeth Bushey
Business Improvement District Advisory Group	Rachel Kertz <u>Eli Hill</u>
Design Review Board	Kate Colin
Fire Commission	Eli Hill
Pickleweed Advisory Committee	Maika Llorens Gulati
Park and Recreation Commission	Eli Hill
Planning Commission	Kate Colin
<u>Public Art Review Board</u>	<u>Rachel Kertz</u>
<u>Voter Approved Tax Oversight Committee</u>	<u>Kate Colin</u>
Joint Powers Agreement (JPA)	
Marin County Animal Control	Jim Schutz
Marin County Hazardous and Solid Waste Joint Powers Authority Board and Executive Committee	Jim Schutz Cristine Alilovich (Alt)
Marin Emergency Radio Authority (MERA) Governing Board	Dave Spiller Glenn McElderry (Alt) Robert Sinnott (Alt)
Marin Emergency Radio Authority (MERA) Executive Board	Darin White
Marin General Services Authority	Jim Schutz Cristine Alilovich (Alt)
Marin Wildfire Prevention Authority	Rachel Kertz Eli Hill (Alt)

Marin County Council of Mayors & Councilmembers (MCCMC)	
Legislative Committee	Rachel Kertz
Marin Transit District <i>(MCCMC appointment; non-City appointment)</i>	Kate Colin <u>Maribeth Bushey</u>
Homelessness Policy Maker Group	Kate Colin (C) Rachel Kertz <u>(C)</u> <u>Kate Colin (Alt)</u>
Climate Mitigation Committee	Maika Llorens Gulati <u>Kate Colin (Alt)</u>
Disaster Preparedness	Eli Hill Maribeth Bushey (Alt)
MCCMC Economic Recovery	Kate Colin Maika Llorens Gulati
Ad Hoc Water Policy Committee	Maribeth Bushey Eli Hill