



AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, DECEMBER 18, 2023

REGULAR MEETING AT 7:00 P.M.
San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Watch Online:

Watch on Zoom Webinar: <http://tinyurl.com/ccsa-2023-12-18>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 444-9171

ID: 860-6190-5675#

One Tap Mobile: +16694449171,,86061905675# US

This meeting will be held in-person. This meeting is being streamed to YouTube at www.youtube.com/cityofsanrafael.

How to participate in the meeting:

- Provide them in-person at the meeting. You are welcome to come to the meeting and provide public comment in-person. Each speaker will have 2-minutes to provide public comment.
- Submit your comments by email to city.clerk@cityofsanrafael.org by 4:00 p.m. the day of the meeting.

If you experience technical difficulties during the meeting, please contact city.clerk@cityofsanrafael.org.

OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 5:00 P.M.

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 5:00 P.M.

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation (Paragraph (2) of subdivision (d) of Government Code Section 54956.9): Two potential cases

- b. CONFERENCE WITH LABOR NEGOTIATORS – Government Code Section 54957.6

Lead Negotiators: Timothy L. Davis and Allison B. Hernandez (Burke, Williams & Sorensen)
Agency Designated Representatives: Cristine Alilovich, John Stefanski, Angela Robinson Piñon, Paul Navazio, Marissa Sanchez and Sylvia Gonzalez

Employee Organizations: San Rafael Police Mid-Management Association; Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; San Rafael Police Mid-Management Association; San Rafael Fire Chief Officers' Association; Unrepresented Mid-Management; Unrepresented Executive Management

- c. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9: 1 case

Shaleeta Boyd, et al. v. City of San Rafael, et al. (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)

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 Special and Regular City Council Meetings of December 4, 2023 (CC)

Recommended Action - Approve minutes as submitted

b. **Update of Commercial Linkage Fees**

Final Adoption of Ordinance 2032: An Ordinance Amending the San Rafael Municipal Code Section 14.16.030 (Affordable Housing Requirement), Adopting a Commercial Linkage Nexus Study, Adopting Updated Commercial Linkage Fees, and Adopting a Commercial Linkage Fee Project List (CD)

Recommended Action - Final Adoption of Ordinance 2032

c. **On-Call Vegetation Management Service Level Agreements**

Resolution Authorizing the City Manager to Negotiate and Enter into Service Level Agreements with Seven (7) Responsible and Responsive Contractors for Up to Four (4) Years for On-Call Vegetation Management Services in the Total Not-to-Exceed Amount of \$3,125,000 Per Fiscal Year, and Authorize a Supplemental FY 2023-24 Budget Appropriation of \$1,500,000 of Available Measure C (Fund 242) Funding to Support Wildfire Fuel Reduction Contract Costs to Be Reimbursed by the Marin Wildfire Prevention Authority (FD)

Recommended Action - Adopt Resolution

d. **Agreement to Participate in Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer Program (PP-GEMT) for CY2024**

Authorize the City Manager to Execute a Certification Form for the San Rafael Fire Department to Participate in an Intergovernmental Transfer (IGT) with the California Department of Health Care Services (DHCS) for Reimbursement of Public Provider Ground Emergency Medical Transportation (PP-GEMT) Services for the Service Period of January 1, 2024, through December 31, 2024, and Transfers to DHCS Not to Exceed \$650,000 (FD)

Recommended Action - Authorize the City Manager to execute a certification form for the San Rafael Fire Department to participate in a Medi-Cal Intergovernmental Transfer (IGT) program with the California Department of Health Care Services (DHCS) for reimbursement of PP-GEMT services for the service period of January 1, 2024, through December 31, 2024, and make transfers not to exceed \$650,000

e. **Peacock Gap Playground Project**

Authorize the City Manager to Enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey for Landscape Architectural and Engineering Design Services for the Peacock Gap Park Playground Project in the Amount Not to Exceed \$130,000 (PW)

Recommended Action – Authorize the City Manager to enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey in the amount not to exceed \$130,000 and appropriate funds for the contract

PUBLIC HEARINGS:

5. Public Hearings:

a. **Marin Sanitary Services Rates for 2024**

Resolution Authorizing Maximum Rates to Be Imposed and Collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services to be Effective January 1, 2024, and Determining that the City’s Franchise Fees and Refuse Vehicle Impact Fees are Justified by the City’s Costs of Providing Solid Waste Services, Reasonable Charges for the Use of City Property for Solid Waste Services, and the Costs of Addressing the Impacts of Solid Waste Refuse Vehicles (CM)

Recommended Action – Adopt Resolution

b. **Design Review Board and Planning Commission Consolidation Discussion**

Report on Design Review Board and Planning Commission Consolidation (CC/CD)

Recommended Action – Accept report and provide feedback to staff

OTHER AGENDA ITEMS:

6. Other Agenda Items:

a. **City Councilmember Appointment to Committees for 2024**

Approve City Councilmember Appointment to Committees for 2024 (CM)

Recommended Action – Approve appointments

b. **Elect Vice Mayor for 2024**

Elect Eli Hill as Vice Mayor 2024 (CM)

Recommended Action – Approve appointment

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.

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/>.



AGENDA - REVISED

SAN RAFAEL CITY COUNCIL - MONDAY, DECEMBER 4, 2023

**REGULAR MEETING AT 7:00 P.M.
San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901**

Watch Online:

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OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 5:45 P.M.

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 5:45 P.M.

2. Closed Session:

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

Lead Negotiators: Timothy L. Davis and Allison B. Hernandez (Burke, Williams & Sorensen)
Agency Designated Representatives: Cristine Alilovich, John Stefanski, Angela Robinson Piñon, Paul Navazio, Marissa Sanchez and Sylvia Gonzalez

Employee Organizations: San Rafael Police Mid-Management Association; Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; San Rafael Police Mid-Management Association; San Rafael Fire Chief Officers' Association; Unrepresented Mid-Management; Unrepresented Executive Management

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

Absent: None

Also Present: City Manager Cristine Alilovich
City Attorney Robert Epstein
City Clerk Lindsay Lara

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 Rob Epstein announced there was no reportable action in the Closed Session held prior to the regular meeting.

Mayor Kate provided opening remarks, which included expressing gratitude to City staff, the volunteers who serve on the Boards, Commissions & Committees and the residents, as well as, 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. She noted the two-minute timer for public comment and closed captioning on Zoom.

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 Cristine Alilovich announced:

- San Rafael Fire Foundation Crab Feed to be held December 9, 5 pm at 618 B Street Community Center
- Downtown San Rafael’s Menorah Lighting & Gelt Drop to be held on December 10, 5 pm
- Lighted Boat Parade to be held December 16, 6 pm in the Canal
- Holiday Parking - Three hours of Free Parking at all City-owned Lots & Garages
- Starting in January, City Council meetings to start at 6 pm – the first meeting of the new year to be held January 16, 2024

City Councilmember Reports:

- Vice Mayor Llorens Gulati reported on the San Rafael Holiday Winter Wonderland.
- Councilmember Bushey reported on attending holiday festivities including a Symphony concert at St. Raphael’s, a Loch Lomond Development meeting, a policy committee meeting of Golden Gate Transit Center and Metropolitan Transportation Commission (MTC) and a Marin Transit meeting.
- Councilmember Kertz expressed thanks to Public Works for paving and striping work done on Freitas and Las Gallinas.
- Councilmember Hill reported on the Arbor Day Ceremony at Sun Valley Park on October 19.
- Mayor Kate reported on a Bay Area Climate Adaptation Network (BayCAN) meeting, a Transportation Authority of Marin meeting, Santa Claus and a toy drive on the SMART train and a meeting with Senator McGuire.

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

CONSENT CALENDAR:

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

Councilmember Bushey moved and Vice Mayor Llorens Gulati seconded to approve the Consent Calendar.

4. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of the Regular City Council Meeting of November 20, 2023 (CC)

Approved minutes as submitted

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

PUBLIC HEARINGS:

5. Public Hearings:

a. **[Downtown Business Improvement District \(BID\) Assessment Annual Renewal Resolution Confirming the 2023 Annual Report for the Downtown San Rafael Business Improvement District and Levy of Assessments for Calendar Year 2024 \(ED\)](#)**

Micah Hinkle, Economic Development Director, presented the staff report.

Mayor Kate invited public comment.

Speaker: Al Vetere

Sarah Tipple, The Downtown San Rafael Business Improvement District (BID) Executive Director, responded to public comment.

Councilmembers provided comments.

Councilmember Hill 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 15263 - Resolution Confirming the 2023 Annual Report for the Downtown San Rafael Business Improvement District and Levy of Assessments for Calendar Year 2024

b. **[Update of Commercial Linkage Fees](#)**

Introduction of An Ordinance Amending the San Rafael Municipal Code Section 14.16.030 (Affordable Housing Requirement), Adopting a Commercial Linkage Nexus Study, Adopting Updated Commercial Linkage Fees, and Adopting a Commercial Linkage Fee Project List (CD)

Alexis Captanian, Housing Analyst, presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Matt Butler, Al Vetere

Staff responded to public comment.

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Hill seconded to waive further reading of the Ordinance and refer to it by title only, and introduce the Ordinance.

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

City Clerk Lindsay Lara read the title of the ordinance.

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

OPEN TIME FOR PUBLIC EXPRESSION

- Al Vetere addressed the City Council in regard to other options outside of Marin IJ for public notice.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Kate adjourned the meeting at 7:48 p.m.

 LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2023

 KATE COLIN, Mayor

Minutes subject to approval at the December 18, 2023 meeting



**MINUTES
SAN RAFAEL CITY COUNCIL SPECIAL MEETING
MONDAY, DECEMBER 4, 2023 AT 5:30 P.M.**

In-Person:

**San Rafael City Hall
Third Floor Conference Room
1400 Fifth Avenue, San Rafael, CA 94901**

Watch online:

Watch on Zoom Webinar: <https://tinyurl.com/ccsm-2023-12-04>

Listen by phone: (669) 900-9128

ID: 817-4704-4691

One Tap Mobile: +16699009128,,81747044691# US

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

Absent: None

Also Present: City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 5:33 p.m. and requested City Clerk Lindsay Lara call the roll. All members of the City Council were present.

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

1. Marin/Sonoma Mosquito and Vector Control District Interviews

Interview Applicants and Make an Appointment to Fill One Four-Year Term to the End of December 2027 on the Marin/Sonoma Mosquito and Vector Control District Due to the Expiration of Term of Pamela Harlem (CC)

The City Council interviewed Gerrod Herndon and Rika Gopinath. Losalini Reeves did not attend interviews, and Gerrod Herndon withdrew following the interview.

Councilmember Kertz moved and Vice Mayor Llorens Gulati seconded, to appoint Rika Gopinath to fill one four-year term to the end of December 2027 on the Marin/Sonoma Mosquito and Vector Control District due to the expiration of term of Pamela Harlem.

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

Appointed Rika Gopinath to fill one four-year term to the end of December 2027 on the Marin/Sonoma Mosquito and Vector Control District due to the expiration of term of Pamela Harlem

ADJOURNMENT:

Mayor Kate adjourned the meeting at 5:52 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2023

KATE COLIN, Mayor

DRAFT

ORDINANCE NO. 2032

**AN ORDINANCE OF THE CITY OF SAN RAFAEL AMENDING
TITLE 14 OF THE SAN RAFAEL MUNICIPAL CODE (ZONING)
TO AMEND SECTION 14.16.030 (AFFORDABLE HOUSING
REQUIREMENT), ADOPTING A COMMERCIAL LINKAGE
NEXUS STUDY, ADOPTING UPDATED COMMERCIAL
LINKAGE FEES, AND ADOPTING A COMMERCIAL LINKAGE
FEE PROJECT LIST**

WHEREAS, Section 14.16.030 of the San Rafael Municipal Code (SRMC) requires nonresidential development projects within the city to contribute to the attainment of affordable housing goals and requirements by promoting and increasing, through actual construction and/or alternative equivalent actions, the development of rental and ownership housing units for very low, low and moderate income households; and

WHEREAS, the City of San Rafael, the County of Marin, and five other jurisdictions in Marin County hired Strategic Economics and Vernazza Wolfe Associates (“Consultants”) to conduct a commercial linkage fee nexus study, completed November 16, 2023 (“Commercial Linkage Fee Study”), that demonstrated the nexus between the need for affordable housing and new commercial development and calculated reasonable fees that could be charged by the participating jurisdictions to new commercial development as commercial linkage fees. The Commercial Linkage Fee Study is attached hereto as **Exhibit A** and incorporated by reference; and

WHEREAS, on June 20, 2023, the City Council held a duly noticed public meeting and received an informational report outlining the findings of the Commercial Linkage Fee Study and the unified fee proposal, accepting all public testimony and the written report of the Community Development Department; and

WHEREAS, on October 10, 2023, the Planning Commission held a duly noticed public hearing and reviewed and recommended for adoption: (a) the Commercial Linkage Fee Study, (b) proposed amendments to SRMC Title 14 related to the affordable housing requirement for nonresidential development projects, and (c) updated commercial linkage fees; and

WHEREAS, on December 4, 2023, the City Council held a public hearing to consider adoption of: the Commercial Linkage Fee Study, an ordinance making the proposed amendments to SRMC Title 14, and a methodology for applying commercial linkage fees; and voted to adopt the study and introduce the ordinance, and that ordinance will come up for adoption at the City Council meeting of December 18, 2023; and

WHEREAS, in connection with the amendment to SRMC Title 14 and the Commercial Linkage Fee Study, the San Rafael City Council finds it necessary to establish a new methodology for applying commercial linkage fees; and

WHEREAS, the Commercial Linkage Fee Study substantiates a methodology that will charge new development projects only for the costs necessary to mitigate the impacts related to those new projects; and

WHEREAS, there is a reasonable relationship between the Commercial Linkage Fee's use and the development projects on which the Commercial Linkage Fee will be imposed because the fee will only fund costs reasonably related to each new development; and

WHEREAS, the Commercial Linkage Fee does not exceed the estimated reasonable cost of providing the affordable housing facilities for which the fee is imposed; and

WHEREAS, the Commercial Linkage Fee is not levied, collected or imposed for general revenue purposes, but is levied specifically to fund facilities of the types set forth in the Commercial Linkage Fee Study; and

WHEREAS, the Commercial Linkage Fees bear a reasonable relationship to the use of affordable housing facilities by new development; and

WHEREAS, the Commercial Linkage Fee Study establishes a proposed amount and provides an evaluation of the need for an updated Commercial Linkage Fee and establishes the nexus between the imposition of the new fee and the estimated reasonable cost of providing the service for which the fee is charged; and

WHEREAS, the Commercial Linkage Fee Study identifies the City's existing level of affordable housing service, identifies the proposed new level of service, and includes an explanation of why the new level of service is appropriate; and

WHEREAS, the Commercial Linkage Fee Study includes information that supports the City's actions, as required by subdivision (a) of Section 66001 of the Government Code; and

WHEREAS, the Commercial Linkage Fee Study reviewed the assumptions of the prior fee study, which supported the existing Commercial Linkage Fee, and evaluated the amount of fees collected under the existing fees; and

WHEREAS, the City is adopting a Commercial Linkage Fee Project List, which is attached hereto as **Exhibit B** and serves as its capital improvement plan pursuant to subdivision (a)(6) of Section 66016.5 of the Government Code, for the development and maintenance of affordable housing facilities; and

WHEREAS, the Commercial Linkage Fee Project List indicates the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the fees; and

WHEREAS, the City is setting rates for the Commercial Linkage Fee, which are attached hereto as **Exhibit C**, and once effective, will be incorporated into the City's Master Fee Schedule; and

WHEREAS, the City Council finds that the impact fees and charges imposed by this Ordinance are necessary and reasonable to implement the goals and objectives of the City's General Plan and are permitted by California state law; and

WHEREAS, the Commercial Linkage Fees are "exempt charges," within the meaning of Section 1 of Article XIII C of the California Constitution and the Taxpayer Protection and Government Accountability Act (Initiative No. 21-0042) because they are a charge imposed as a condition of property development; and

WHEREAS, pursuant to Government Code sections 66016.5, 66018, and 66019, the City must adopt the Commercial Linkage Fee only after notice and public hearing; and

WHEREAS, pursuant to Government Code sections 66016.5, 66018, and 6062a, a notice of a public hearing on the proposed fee update was published on November 4, 2023 and November 23, 2023 in the Marin Independent Journal, a newspaper of general circulation; and

WHEREAS, pursuant to Government Code sections 66016.5, notice of the time and place of the meeting, including a general explanation of the matters to be considered and a statement that required data is available was provided at least 30 days prior to the meeting to those members of the public who filed a written request with the City; and

WHEREAS, at least 14 days prior to the public hearing referenced above, the City made available for public inspection information required under the Mitigation Fee Act; and

WHEREAS, pursuant to Government Code section 66017, fees imposed on a development project that apply to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use shall not take effect until at least 60 days have passed since the final action on the adoption or increase of the fee.

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

SECTION 1. FINDINGS.

The City Council of the City of San Rafael does hereby find that the above referenced recitals are true and correct and material to the adoption of this Ordinance.

SECTION 2. Subsection 14.16.030(D) – General Requirements-Nonresidential Development Projects and Subsection 14.16.030(E) – Housing In-Lieu Fee Fund of Section 14.16.030-Affordable Housing Requirement of the San Rafael Municipal Code are hereby amended to read as follows. Additions are shown in underline, and deletions are shown in ~~strikethrough~~.

Section 14.16.030 – Affordable Housing Requirement

D. General Requirements—Nonresidential Development Projects.

1. Application. An affordable housing requirement is hereby imposed on all developers of nonresidential development projects, including all construction of additional square footage to existing nonresidential developments and conversion of residential square footage to nonresidential use, subject to the following exceptions:
 - a. Any project involving new construction under ~~five~~ two thousand ~~five hundred~~ five hundred (~~2,500~~ 5,000) square feet;
 - b. Residential components of a mixed-use project, which shall be subject to the requirements of subsection B of this section;
 - c. A mixed-use project where the number of affordable units equals or exceeds the housing required by subsection (1)(2) of this section for the gross square footage of nonresidential uses;
 - d. Projects where a building permit application has been accepted as complete by the city prior to January 5, 2005; however, any extension or modification of such approval or permit after such date shall not be exempt;

- e. Projects that are the subject of development agreements in effect prior to January 5, 2005 where such agreements specifically preclude the city from requiring compliance with this type of affordable housing program;
 - f. Any nonresidential building that is damaged or destroyed by fire or other natural catastrophe if the rebuilt square footage of the nonresidential portion of the building does not increase upon reconstruction;
 - g. Project for which no nexus can be established between the proposed nonresidential development and an increase in the demand for affordable housing.
2. ~~Number of Affordable Units or Linkage Fee Required.~~

~~Proposed nonresidential development projects shall pay a commercial linkage fee, prior to building permit issuance, on a per square footage basis at the rates adopted by the City Council by ordinance or resolution, provide twenty percent (20%) of the total number of residential units needed to provide housing for project employees in very low-, low- and moderate-income households, as set forth in Table 14.16.030-3 of this section. Alternative to the linkage fee, a proposed nonresidential development project may provide an equivalent number of units for low-income households, based on the following calculation: Total fee obligation / Affordable housing in-lieu fee established by ordinance or resolution of the City Council = Number of low-income units required. Any decimal fraction greater than 0.50 shall be interpreted as requiring one additional dwelling unit.~~

~~For uses not listed in Table 14.16.030-3 of this section, the community development director shall determine the number of affordable units required based on comparable employment densities to uses listed. In making such a determination, the decision of the community development director shall be based on data concerning anticipated employee density for the proposed project submitted by the applicant, employment surveys or other research on similar uses submitted by the applicant or independent research, and/or such other data the director determines relevant.~~

Table 14.16.030-3
 Number of New Very low, Low and Moderate
 Income Units Required for
 New Nonresidential Development

Development Type	Number of New Very Low-, Low- and Moderate-Income Units (per 1,000 square feet of gross floor area ¹)
Office ² or Research and Development uses	0.03
Retail, Restaurant or Personal Service uses	0.0225
Manufacturing or Light Industrial uses	0.01625
Warehouse uses	0.00875
Hotel or motel uses ³	0.0075

~~;note; 1 ;hg;Floor area excludes all areas permanently used for vehicle parking.~~

~~;note;2 Includes professional, business and medical offices.~~

~~;note;3 Accessory uses to a hotel or motel, such as restaurant, retail and meeting facilities shall be subject to requirements for a retail use.~~

3. Provision of Units or ~~In-lieu~~Commercial Linkage Fee. Required affordable housing units shall be provided on the same site as the proposed nonresidential development, at an off-site location within the city, through dedication of suitable real property for the required housing to the city, or through payment of an ~~in-lieu~~ commercial linkage fee, at the discretion of the planning commission or the city council. The planning commission or city council may accept off-site units ~~or an in-lieu fee~~ if it is determined that inclusion of the required housing units within the proposed nonresidential development is not reasonable or appropriate, taking into consideration factors including, but not limited to, overall project character, density, location, size, accessibility to public transportation, and proximity to retail and service establishments; or where the nature of the surrounding land uses is incompatible with residential uses in terms of noise or other nuisances, health or safety hazards or concerns. ~~Where the application of the affordable housing requirement in Section 14.16.030.B results in less than one (1) unit or one (1) or more affordable housing unit and a fractional unit, the applicant may choose to pay an in-lieu fee for the fractional unit without the required findings noted above.~~ Affordable housing units provided as part of the proposed nonresidential development or at an off-site location shall meet the requirements of Section 14.16.030.B ~~and~~ and shall be completed prior to or concurrent with the completion of construction of the proposed nonresidential development, as the conditions of project approval shall specify.
 4. ~~Calculation and Payment of Commercial Linkage~~In-lieu Fee. ~~The amounts and calculation of the housing in-lieu fee shall be based on the following:~~
~~In-lieu fees shall be calculated as a percentage of the projected construction costs of the units. Construction costs of the units shall mean the estimated cost per square foot of construction, site development and land costs and permits and fees, as established by standard construction cost indices and/or surveys of local development projects such fees shall be established by resolution of the city council, as amended from time to time.~~ Unless otherwise preempted by law, or otherwise approved by the planning commission, ~~or~~ city council, or community development director, the in-lieu commercial linkage fee shall be paid prior to the issuance of a building permit for the proposed project.
- E. Housing In-Lieu Fee Fund. The residential housing in-lieu fees and the commercial linkage fees shall be placed in a segregated citywide housing in-lieu fee account. The funds in the housing in-lieu fee account, along with any interest earnings accumulated thereon, shall be used solely to increase and expand the supply of housing affordable to very low-, low- and moderate-income households, including, but not limited to, the following:
1. Design and construction of housing affordable to households of very low, low- and moderate-income households, including costs associated with planning, administration and design;
 2. Acquisition of property and property rights, including acquisition of existing housing units and the provision of long-term affordability covenants on those units;
 3. Other actions that would increase the supply of housing affordable to very low, low- and moderate-income households;
 4. Costs of program development and ongoing administration of the housing fund program;
 5. Expenditures from the housing in-lieu fee fund shall be authorized solely by the city council and controlled and paid in accordance with general city budgetary policies.

SECTION 3: ENVIRONMENTAL REVIEW

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act

(“CEQA”). This action is not a project within the meaning of the CEQA Guidelines Section 15378 as it has no potential for physical effects on the environment because it involves an adoption of certain fees and/or charges imposed by the City and does not commit the City to any specific project, and said fees and/or charges will be used to fund future projects and/or activities, each of which future projects and/or activities will be fully evaluated in compliance with CEQA when sufficient physical details regarding said projects and/or activities are available to permit meaningful CEQA review (see CEQA Guidelines, Section 15004(b)(1)). Pursuant to CEQA Guidelines section 15378(b)(4), the creation of government funding mechanisms which do not involve any commitment to any specific project which may cause significant effect on the environment, is not defined as a “project” under CEQA. Therefore, approval of the fees and/or charges is not a “project” for purposes of CEQA, pursuant to CEQA Guidelines, Section 15378(b)(4); and, even if considered a “project” under CEQA, is exempt from CEQA review pursuant to CEQA Guidelines Sections 15061(b)(3) and 15273 because it can be seen with certainty that there is no possibility that approval of the fees and/or charges may have a significant effect on the environment.

SECTION 4. The City Council finds and determines that the Commercial Linkage Fee Study, attached hereto as **Exhibit A**, complies with California Government Code section 66000 et seq., and is consistent with the General Plan, and hereby approves and adopts the Commercial Linkage Fee Study.

SECTION 5. The City Council hereby approves and adopts the Commercial Linkage Fee Project List attached hereto as **Exhibit B**.

SECTION 6. The City Council hereby sets rates for the Commercial Linkage Fee as shown in **Exhibit C**, attached hereto and incorporated by this reference. Once effective, the Commercial Linkage Fees, set forth in **Exhibit C**, shall be incorporated into the City’s Master Fee Schedule.

SECTION 7. Pursuant to Government Code Section 65852.2(f)(3), the Commercial Linkage Fee shall not apply to accessory dwelling units of less than 750 square feet.

SECTION 8. The Commercial Linkage Fee rates, the Commercial Linkage Fee Study, and the Commercial Linkage Fee Project List may be amended from time to time by ordinance or resolution of the City Council.

SECTION 9. The Commercial Linkage Fee shall automatically increase starting on July 1, 2025, and each year thereafter, in accordance with changes in regional construction costs. The amount of the adjustment shall be based on May over May construction cost changes according to the “Construction Cost Index” for the San Francisco Bay Area, as reported monthly in the Engineering News Record.

SECTION 10: SEVERABILITY

Every section, paragraph, clause, and phrase of this Ordinance is hereby declared to be severable. If for any reason, any section, paragraph, clause, or phrase is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases, and the remaining portions of this ordinance shall continue in full force and effect unless amended or modified by the city.

SECTION 11: EFFECTIVE DATE AND PUBLICATION

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 City Council of the City of San Rafael, held on the 4th day of December 2023, and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the 18th day of December 2023.

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

KATE COLIN, Mayor

Attest:

LINDSAY LARA, City Clerk

SUMMARY OF ORDINANCE NO. 2032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING THE SAN RAFAEL MUNICIPAL CODE SECTION 14.16.030, ENTITLED “AFFORDABLE HOUSING REQUIREMENT”, ADOPTING A COMMERCIAL LINKAGE NEXUS STUDY, ADOPTING UPDATED COMMERCIAL LINKAGE FEES, AND ADOPTING A COMMERCIAL LINKAGE FEE PROJECT LIST

This Summary concerns a proposed ordinance of the City of San Rafael, designated as Ordinance No. 2032, which will amend the San Rafael Municipal Code Section 14.16.030. Ordinance No. 2032 is scheduled for adoption by the San Rafael City Council at its regular meeting of December 18, 2023. 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

A commercial linkage fee is a type of impact fee that charges new commercial development for its role in creating new demand for affordable housing. The City Council’s current commercial linkage fee policy is codified in Title 14 of the municipal code and based on an economic analysis completed in 2004. The City’s current fee is defined as a percentage of the inclusionary in-lieu fee and includes an exemption for projects under 5,000 square feet. The fee must be paid prior to issuance of a building permit unless otherwise approved by the Planning Commission or City Council. This proposed ordinance adopts a commercial linkage nexus study to support updated fees; modifies the policy to express fees on a dollar-per-square-foot basis; authorizes the Community Development Director to approve alternative timing of developer payment; adopts new fee levels for Retail/Restaurant/Services, Hotel/Motel, and Office/R&D development types; and changes the exemption to apply to projects under 2,500 square feet.

Copies of Ordinance No. 2032 will be available for public review as of December 8, 2023, on the City’s website: <https://www.cityofsanrafael.org>. You may also contact the City Clerk at (415) 485-3066 for information.

LINDSAY LARA
San Rafael City Clerk
Dated: 12/08/23



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire and Public Works

Prepared by: Jonathan Schellin, Sr. Mgmt.
Analyst
Thomas Wong, Sr. Mgmt. Analyst

City Manager Approval: _____

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

TOPIC: ON-CALL VEGETATION MANAGEMENT SERVICE LEVEL AGREEMENTS

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO SERVICE LEVEL AGREEMENTS WITH SEVEN (7) RESPONSIBLE AND RESPONSIVE CONTRACTORS FOR UP TO FOUR (4) YEARS FOR ON-CALL VEGETATION MANAGEMENT SERVICES IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$3,125,000 PER FISCAL YEAR, AND AUTHORIZE A SUPPLEMENTAL FY 2023-24 BUDGET APPROPRIATION OF \$1,500,000 OF AVAILABLE MEASURE C (FUND 242) FUNDING TO SUPPORT WILDFIRE FUEL REDUCTION CONTRACT COSTS TO BE REIMBURSED BY THE MARIN WILDFIRE PREVENTION AUTHORITY.

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to negotiate and enter into service level agreements with seven responsible and responsive contractors for up to four years for On-Call Vegetation Management services, in the total not-to-exceed amount of \$3,125,000 per fiscal year and authorize a supplemental FY 2023-24 budget appropriation of \$1,500,000 of available Measure C (fund 242) funding to support wildfire fuel reduction contract costs to be reimbursed by the MWPA.

BACKGROUND:

The City of San Rafael has regular needs for vegetation management services in support of several crucial operations to ensure the safety and well-being of its residents and community. These services cover three main categories: Routine Tree and Vegetation Services (Category A), Wildfire Fuel Reduction Services (Category B), and Emergency On-Call Tree services (Category C). Each may include specialized equipment supporting these services as required by the Fire and Public Works Departments. To procure these services, the Fire and Public Works Departments combined their service needs to leverage greater purchasing power while improving the efficiency of procuring these services with a joint Request for Proposals (RFP).

The Department of Public Works maintains drainage channels, clears right-of-way obstructions, and maintains medians for safety and visibility, all of which require work with large-scale vegetation and tree operations. Previously, routine tree and vegetation services have been obtained by the Public Works

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Department through one-time, project-specific contracts or work orders. This limited the work for each occurrence to small projects, each requiring its own agreement and resulting in significant inefficiencies for both the City and contractors.

In March 2020, Marin County voters approved Measure C, a parcel tax to fund wildfire prevention efforts in Marin County. Measure C established and funds the Marin Wildfire Prevention Authority (MWPA). The MWPA consists of 17 Marin County agencies and is tasked with improving wildfire safety for all Marin residents, businesses, and visitors. The City receives nearly \$4 million in Measure C revenue each year for local wildfire prevention activities. The City's Fire Department and Office of Emergency Services prioritize and administer this work, resulting in the need for several different specialized vegetation and tree management contractors. Projects funded by Measure C include open space shaded fuel breaks, wildfire mitigation projects, and direct assistance to residents to support the removal of hazardous vegetation. In FY 2022-23 the Fire Department spent \$1,350,000 directly on vegetation management projects.

In the event of severe weather, the City often needs to respond to time-sensitive events such as vegetation and debris damage and obstruction of public rights-of-way. To respond in a timely manner, and often outside of regular business hours, the City routinely contracts for the various labor and expertise needed in these situations. In these circumstances, Public Works Staff will contact a contractor from Public Work's contractor list on a rotating basis and work with the first available respondent. Since this work is time-sensitive due to the critical need to restore services and the public right-of-way, the City rarely has the opportunity to competitively bid this work.

ANALYSIS:

The Fire and Public Works Departments issued a joint RFP on October 5, 2023, with advertisements online and in the Marin Independent Journal. The City received proposals from eleven different contractors by the RFP deadline of October 25, 2023. Proposals were evaluated by a committee consisting of Fire and Public Works staff and the requirements included in the RFP. There were three categories of work advertised, and contractors were eligible to be declared responsive and responsible for any one or multiple categories of work depending on their proposals.

After carefully reviewing each proposal, the following companies were found to be responsive and responsible:

Category A: Routine Tree and Vegetation Services:

Forest & Kroger, Jorge's Tree Service, Skyview Tree Experts, Treemasters, West Coast Tree Service, West Coast Arborist

Category B: Wildfire Fuel Reduction:

Forster & Kroger, Mountain Enterprises

Category C: Emergency On-Call Vegetation Services:

Jorge's Tree Services, Treemasters

Four contractors were deemed non-responsive/responsible or had a proposal that did not meet the needs and standards outlined in the RFP.

The seven responsible and responsive contractors are proposed to have Service Agreements awarded in the annual not-to-exceed amounts listed in Table 1 below. task/purchase Orders, accompanied by contractor proposals, will be issued under each agreement to authorize specific work scopes. In the case of emergency on-call tree services (Category C), the Fire Chief or Director of Public Works may provide authorization for the work in advance of executing the task/purchase Order.

Each contractor will be offered an initial contract term of one year. The term may be extended by the City up to three times, each for a period not to exceed one year. By utilizing a contract structure with an initial one-year term and three built-in extension periods the City has added flexibility in managing the number of contractors and large scope of work over this period.

Each service level agreement will have a total not-to-exceed amount limiting what is authorized to be expensed with that contractor, for each year of the contract. The not-to-exceed amount stated in each service level agreement does not guarantee the contractor any work, but rather, the amount spent cannot exceed the annual not to exceed amount. The requested dollar amounts balance the need for proper spending authorizations and controls with providing flexibility in managing the large scope of work and the potential of one or more contractors not meeting City standards and, therefore, not continuing their work for the City. The not-to-exceed amount for each service level agreement will be tracked by using a project number to ensure no contractor exceeds the amount authorized over the lifetime of the agreement. Each task order issued under a service level agreement will be tracked using a unique purchase order number. This ensures no single project exceeds the amount authorized in the task order. Each department will provide the Finance Director and the City Manager with a quarterly report on the remaining balances of each contract. At the conclusion of the first year of these service level agreements, staff will provide an update on this new contracting structure to the City Council.

Table 1

Contractor	Category	Department	Annual NTE Total
Forester + Kroeger	B	FD	\$500,000
Jorge's Tree Service	A	FD	\$250,000
Mountain Enterprise	B	FD	\$1,000,000
SkyView Tree Experts	A	FD	\$200,000
West Coast Tree Service	A	FD	\$50,000
Forester + Kroeger	A	PW	\$600,000
Treemasters	A	PW	\$200,000
West Coast Arborist	A	PW	\$100,000
Jorge's Tree Services	C	PW	\$75,000
Treemasters	C	PW	\$150,000
Total			\$3,125,000

FISCAL IMPACT:

Funds for Public Works' services under these contracts will come from multiple funds as determined by the type and location of work. The funds used for citywide based work will be the General Fund (001),

Street Maintenance Fund (225), Gas Tax Fund (206) and Stormwater Fund (205). When appropriate, various assessment district funds will be used if the work is in support of City obligations for those districts. All FY 2023-34 work taking place under the recommended contracts will be within current budgeted amounts, and no additional appropriations are required for FY 2023-24. Appropriations beyond FY 2023-24 will be included in the regular budgeting approval process with the City Council for each fiscal year.

Funding for the Fire Department contracts solicited in this RFP is provided through Measure C Wildfire Prevention, Fund (242). The MWPA has allocated both grant and dedicated local funds to support these service level agreements for FY2023-24 and subsequent years. While Local Measure C funding appropriations supporting routine vegetation management services are included in the approved FY 2023-24 budget. Staff is seeking authorization to appropriate \$1,500,000 in Measure C funds to support the contract work related to the Wildfire Fuel Reduction – CORE program, as well as to budget for the anticipated reimbursement payments from the Marin Wildfire Prevention Authority.

OPTIONS:

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

1. Adopt the resolution authorizing the City Manager to enter into service level agreements as recommended.
2. Do not authorize the City Manager to enter into the agreements and provide further direction to staff.

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to negotiate and enter into service level agreements with seven responsible and responsive contractors for up to four years for on-call vegetation management services, in the total not-to-exceed amount of \$3,125,000 per fiscal year and authorize a supplemental FY 2023-24 budget appropriation of \$1,500,000 of available Measure C (fund 242) funding to support wildfire fuel reduction contract costs to be reimbursed by the Marin Wildfire Prevention Authority.

ATTACHMENTS:

1. Resolution
2. Draft Services Agreement Template

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO SERVICE LEVEL AGREEMENTS WITH SEVEN (7) RESPONSIBLE AND RESPONSIVE CONTRACTORS FOR UP TO FOUR (4) YEARS FOR ON-CALL VEGETATION MANAGEMENT SERVICES IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$3,125,000 PER FISCAL YEAR, AND AUTHORIZE A SUPPLEMENTAL FY2023-24 BUDGET APPROPRIATION OF \$1,500,000 OF AVAILABLE MEASURE C (FUND 242) FUNDING TO SUPPORT WILDFIRE FUEL REDUCTION CONTRACT COSTS TO BE REIMBURSED BY THE MWPA.

WHEREAS, San Rafael's Fire and Public Works Departments routinely utilize contract labor and equipment to manage the City's trees and vegetation; and

WHEREAS, previous tree and vegetation services have been obtained through one-time, project specific contracts; and

WHEREAS, the Fire and Public Works Departments combined their service needs to leverage greater purchasing power and more efficiently procure these services through a Request for Proposals; and

WHEREAS, the City received and evaluated eleven (11) proposals and found seven (7) vendors to be responsive and responsible; and

WHEREAS, funding is currently provided in the FY2023-24 budget to support Public Works managed services as well as for Fire Department managed routine Tree and Vegetation Management services; and

WHEREAS, supplemental budget appropriations are required to support the Fire Department's Wildfire Fuel Reduction program efforts supported by Measure C and funded through reimbursement from the Marin Wildfire Protection Agency (MWPA);

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael authorizes the City Manager to negotiate and enter into seven (7) service level agreements with the selected vendors for up to four (4) years for On-Call Vegetation

Management services in the annual total not-to-exceed amount of \$3,125,000, as detailed in the staff report accompanying this resolution; and be it

FURTHER RESOLVED that the City Council authorize a supplemental FY2023-24 budget appropriation of \$1,500,000 from Measure C (Fund 242) to support anticipated contract services costs to be reimbursed by the MWPA.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 18th day of December 2023 by the following vote, to wit:

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

Lindsay Lara, City Clerk

**SERVICE LEVEL AGREEMENT
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
CONTRACTOR'S NAME
FOR VEGETATION MANAGEMENT SERVICES**

This Service Level Agreement ("Contract") is entered into by and between the City of San Rafael ("City") and _____ ("Contractor"), a _____ <insert type of business entity>, for vegetation management services, and is effective on _____ ("Effective Date").

The parties agree as follows:

1. Contract Documents. The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below:

- 1.1 Contract;
- 1.2 Addenda, if any;
- 1.3 Task (or Purchase) Orders;
 - 2.3.1 Scope of Work and Proposal;
 - 2.3.2 Subcontractor List;
- 1.4 Exhibit A – Insurance Requirements.

2. Project Task (or Purchase) Orders. All work performed by Contractor pursuant to this Contract shall be authorized through a Task (or Purchase) Order issued by the City for a specific project. Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to perform and complete the vegetation management Scope of Work ("Work"), as specified in the project Task Order issued by the City, and according to the terms and conditions of this Contract, including all attachments to the Contract and any other documents and statutes incorporated by reference. A Task Order is effective only when signed by an authorized representative of the City.

2.1 Scope of Work and Proposal. Contractor shall submit a proposal to complete the Work which, upon acceptance by the City, shall be incorporated into a duly authorized Task Order.

2.2 Subcontractors. Contractor shall provide a list of all subcontractors it will subcontract with to complete the Work which, upon acceptance by the City, shall be incorporated into a duly authorized Task Order.

2.3 Amendments. No amendment or modification of a Task Order will be binding unless it is in a writing duly authorized and signed by the City.

3. Task Order Price. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract documents, City will pay Contractor the total amount specified in a duly authorized Task Order issued under this Contract. (the "Task Order Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's proposal set forth in the Task Order and the payment provisions contained herein.

3.1 Annual Not-to-Exceed Contract Amount. The total amount of all Task Orders issued annually under this Contract, beginning on the Effective Date, shall not exceed \$ _____. Nothing in this Contract shall obligate the City to award Contractor any Work under this Contract and any Work authorized by the City under this Contract shall be dependent on appropriated funding.

3.2 Annual Rate Increases. Contractor shall not increase its rates throughout the Term of this Contract, except that Contractor may adjust its rates no more than once annually at a maximum amount

equal to the percentage change through December in the prior calendar year to the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, not to exceed five percent (5%).

3.3 Payment. Contractor must submit an invoice on the first day of each month during the Task Order Time, defined in Section 4 below, and/or upon completion, for the Work performed during the preceding month, itemizing labor, materials, equipment and any incidental costs incurred. Contractor warrants that title to all work, materials and equipment incorporated into the Work will pass to City free of any claims, liens, or encumbrances upon payment to Contractor.

4. Term. The term of this Contract shall be for one (1) year from the Effective Date. At the City's election, the Contract may be extended three times, each for a period not to exceed one (1) year.

5. Time for Completion of Work. Contractor will fully complete the Work within the timeframe set forth in each Task Order, from the date the City authorizes Contractor to proceed with the Work ("Task Order Time").

6. Standard of Care. Contractor will complete and provide all Work in a manner that meets or exceeds the standard of care applicable to the same type of work in the City of San Rafael. Contractor must promptly correct, at Contractor's sole expense, any Work that the City determines is deficient or defective.

7. Permits and Licenses. Contractor, at its sole expense, will obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses including, but not limited to, the required California contractor's license set forth herein, and a City business license.

7.1 Contractor's License. All Work under this Contract requires a valid California contractor's license for the following classification(s): .

8. Indemnification. Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers (the "Indemnitees") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorneys' fees, expert witness fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, subcontractors, representatives, or agents in performing the Work or failing to comply with any obligation of Contractor under this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract.

9. Insurance. Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage provided in **Exhibit A, Insurance Requirements**, at no cost to City.

10. Labor Code Compliance. Each project Task Order issued under this Contract will constitute a project for Labor Code compliance purposes. Unless the Task Order Price is \$1,000 or less, the Task Order is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

10.1 Prevailing Wages. Each worker performing Work under a Task Order that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City Engineer's office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or

portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

10.2 Working Day. Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Contractor will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Work must be carried out during regular City working days and hours unless otherwise specified in the Task Order or authorized in writing by City.

10.3 Payroll Records. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Task Order Price is under \$25,000, Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

10.4 Apprentices. If the Task Order Price is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code section 1777.5.

10.5 DIR Monitoring, Enforcement, and Registration. This Contract is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Contractor and any subcontractors must be registered with the DIR. The registration requirements of Labor Code section 1725.5 do not apply if the Task Order Price is for under \$25,000.

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

12. Termination.

12.1 Termination for Convenience. City reserves the right to terminate all or part of the Contract or a Task Order for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Work. If City terminates the Contract or Task Order for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract or Task Order termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

12.2 Termination for Default. The City may terminate this Contract or a Task Order for cause for any material default. Contractor may be deemed in default for a material breach of or inability to perform the Contract or Task Order, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Task Order Time; refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Work; lack of financial capacity to complete the Work within the Task Order Time; or responsibility for any other material breach of the Contract or Task Order requirements. If City terminates the Contract or Task

Order for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract or Task Order termination.

13. Dispute Resolution. Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code sections 9401 and 20104 et. seq., which are incorporated by reference.

14. Waiver. A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.

15. Warranty. Contractor guarantees and warrants the Work and the materials used or provided for the Work for a period of one year, beginning upon City's acceptance of the Work as complete ("Warranty Period"). During the Warranty Period, upon notice from the City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work or materials, including repair or replacement of any other Work or materials that is or are displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.

16. Worksite Conditions.

16.1 Clean and Safe. Contractor must maintain the Work site and staging and storage areas in a clean and neat condition and must ensure it is safe and secure. On a daily basis Contractor must remove and properly dispose of debris and waste materials from the Work site.

16.2 Inspection. Contractor will make the Work accessible at all times for inspection by the City.

16.3 Hazardous Materials. Unless otherwise specified in the Contract documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other hazardous materials, as identified by any federal, state, or local law or regulation. If Contractor encounters materials on the Work site that Contractor reasonably believes to be asbestos or other hazardous materials, and the asbestos or other hazardous materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other hazardous materials may be used in performance of the Work.

16.4 Utilities, Trenching and Excavation. As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract documents, Contractor must immediately provide written notice to City and the utility. In performing any excavations or trenching work, Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. If the trenching or excavation extends deeper than four feet below the surface, then it must also comply with Public Contract Code section 7104.

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

18. Non-Discrimination. No discrimination will be made in the employment of persons under this Contract because of the race, color, national origin, ancestry, religion, gender or sexual orientation of such person.

19. Independent Contractor. City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement or any other employee benefits from City.

20. Assignment of Unfair Business Practice Claims. Under Public Contract Code section 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

21. Notice. Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

To **CITY's** Representative:

City of San Rafael
Title of City's Project Manager
1400 Fifth Avenue
San Rafael, CA 94901

To **CONTRACTOR's** Representative:

[Contractor Name]
Title of City's Project Director
insert mailing address
insert mailing address

22. General Provisions.

22.1 Compliance with All Laws. Contractor will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances. Work may only be performed by qualified and experienced workers who are not employed by the City and who do not have any contractual relationship with City, with the exception of this Contract.

22.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

22.3 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

22.4 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

22.5 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.

22.6 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

22.7 Integration; Severability. This Contract and the Contract documents incorporated herein, including authorized Task Orders, amendments, or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

22.8 Authorization. Each individual signing below warrants that they are authorized to do so by the party that they represent, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signatures are on the following page.]

DRAFT

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

CITY OF SAN RAFAEL:

CONTRACTOR:

CRISTINE ALILOVICH, City Manager

APPROVED AS TO FORM:
Office of the City Attorney

By: GENEVIEVE COYLE,
Assistant City Attorney

ATTEST:
City Clerk

LINDSAY LARA, City Clerk

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Contractor's California License Number(s) and
Expiration Date(s) (required under Section 7 of the
Contract):

Exhibit A: Insurance Requirements

Exhibit A
INSURANCE REQUIREMENTS

Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage required in this Exhibit C to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Work. Each policy must be issued by a company licensed to do business in California, and with a strength and size rating from A.M. Best Company of A-VIII or better. Contractor must provide City with certificates of insurance and required endorsements as evidence of coverage with the executed Contract, or through the PINSAdvantage website <https://www.pinsadvantage.com/> upon request by the City, and before the City authorizes Contractor to proceed with the Work.

1. Workers' Compensation. Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure. In addition, Contractor must provide employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

2. Liability. Commercial General Liability ("CGL") insurance issued on an occurrence basis, including coverage for liability arising from Contractor's or its subcontractor's acts or omissions in performing the Work, including Contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

3. Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000 combined single limit per accident for bodily injury, death, or property damage.

4. Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.

5. Required Endorsements. The CGL policy and the automotive liability policy must include the following specific endorsements:

(a) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.

(b) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(c) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss ("primary and non-contributory").

(d) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

(e) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.



Agenda Item No: 4.d
Meeting Date: December 18, 2023

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire

**Prepared by: Darin White, Fire Chief
Thomas Wong, Senior
Management Analyst**

City Manager Approval: 

TOPIC: AGREEMENT TO PARTICIPATE IN PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION INTERGOVERNMENTAL TRANSFER PROGRAM (PP-GEMT) FOR CY2024

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CERTIFICATION FORM FOR THE SAN RAFAEL FIRE DEPARTMENT TO PARTICIPATE IN AN INTERGOVERNMENTAL TRANSFER (IGT) WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) FOR REIMBURSEMENT OF PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION (PP-GEMT) SERVICES FOR THE SERVICE PERIOD OF JANUARY 1, 2024, THROUGH DECEMBER 31, 2024, AND TRANSFERS TO DHCS NOT TO EXCEED \$650,000.

RECOMMENDATION:

Authorize the City Manager to execute a certification form for the San Rafael Fire Department to participate in a Medi-Cal Intergovernmental Transfer (IGT) program with the California Department of Health Care Services (DHCS) for reimbursement of PP-GEMT services for the service period of January 1, 2024, through December 31, 2024, and make transfers not to exceed \$650,000.

BACKGROUND:

In accordance with California Assembly Bill 1705 (Chapter 544, Statutes of 2019), the Department of Health Care Services developed the Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer Program (PP-GEMT) program to provide reimbursements for emergency medical transports by eligible emergency medical transportation providers for costs associated with serving individuals covered by Medi-Cal. This is the second year that the City has participated, with 2023 being the inaugural year of the program.

ANALYSIS:

Participation in the PP-GEMT program is mandatory for public provider agencies like the City. The program provides an important opportunity for the City to collect additional ambulance transport fees that would otherwise be unavailable. This mandatory participation requires the City to collect and receive these additional ambulance transport fees for each Medi-Cal transport the City provides.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

While the PP-GEMT program is mandatory, cities, counties, and other public providers in the State may optionally transfer funds to the State to support the program. This optional transfer is highly encouraged as it allows the PP-GEMT program to secure Federal matching funds that are the basis for providing higher reimbursement rates for each Medi-Cal patient transported. Without enough transfers from public providers, the State would not have adequate funds to receive the full Federal match. This would lead to the elimination of the existing program. While the transfer is optional, staff recommends the City provide it to ensure ongoing revenues associated with PP-GEMT continue.

FISCAL IMPACT:

Yearly costs and benefits from the program to the City depend on the number of Medi-Cal transports the City provides in a calendar year and the number of contributing agencies. Using 2023's Medi-Cal transport data, the City's 2024 IGT transfer to the State is estimated to be \$550,400. The City estimates that the revenues from the PP-GEMT program will total \$921,557 in increased Medi-Cal payments for each Medi-Cal transport that the City provides. This will result in an estimated net new funds of \$371,157. The total proposed funds to be transferred to the State will be allocated from the Department's Paramedic Tax Service Fund (210) and will be disbursed in four tranches in accordance with the PP-GEMT program's requirements.

Time Period	Funding Source	Estimated Transfer Amount to DHCS	Estimated Funds Returned to City	Estimated Net New Funds
Calendar Year 2024	Fund 210	\$550,400	\$921,557	\$371,157

Staff recommends the City Council authorize total transfers to not exceed \$650,000, which would account for a 20% contingency. This contingency would cover the expected 10% State administrative fee and any other cost increases in the event fewer agencies participate, or the Fire Department transports additional Medi-Cal patients which would result in higher transfers than expected. Staff also recommends that revenues and appropriations for Fund 210 be increased by \$460,779 and \$275,200, respectively, representing half of the estimated funds returned to the City and estimated transfer amount as noted above. The remaining revenue and appropriations associated with the program are to be incorporated into the FY 2024-25 budget.

OPTIONS:

1. Authorize the City Manager to execute the Certification Form.
2. Direct staff to return with more information.
3. Take no action.

RECOMMENDED ACTION:

Authorize the City Manager to execute a certification form for the San Rafael Fire Department to participate in a Medi-Cal Intergovernmental Transfer program with the California Department of Health Care Services (DHCS) for reimbursement of PP-GEMT services for the service period of January 1, 2024, through December 31, 2024, and make transfers not to exceed \$650,000.

ATTACHMENTS:

1. Resolution PP-GEMT Certification Form

DEPARTMENT OF HEALTH CARE SERVICES
PUBLIC PROVIDER INTERGOVERNMENTAL TRANSFER PROGRAM FOR
GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES
CERTIFICATION FORM FOR STATE CALENDAR YEAR 2024

I, the undersigned, hereby declare and certify on behalf of
(the "Public Entity") as follows:

1. As a public administrator, a public officer, or other public individual, I am duly authorized to make this certification.
2. The Public Entity elects to make this intergovernmental transfer (IGT) to the Department of Health Care Service (DHCS) as a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of Assembly Bill 1705 (2019) pursuant to Sections 14105.94, 14105.945, 14129, 14129.3, and 14164 of the Welfare and Institutions (W&I) Code. All funds transferred pursuant to this certification qualify for federal financial participation (FFP) pursuant to Section 1903(w) of the Social Security Act and Title 42 of the Code of Federal Regulations, Section 433 Subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as the non-federal share, impermissible health care-related taxes, or non-bona fide provider-related donations.
3. Voluntary contributions attributable to the period of January 1, 2024, through December 31, 2024, will be made via recurring transfers as indicated on the invoices provided to the Public Entity by DHCS. The Public Entity acknowledges that any transfers made pursuant to this certification during this time period are considered an elective IGT made pursuant to W&I Code sections 14105.945 and 14164, to be used by DHCS, subject to paragraph four herein, exclusively as the source for the non-federal share of ground emergency medical transport public provider supplemental payments in both Medi-Cal fee-for-service payments and the portion of the risk-based capitation rate to Medi-Cal managed care health plans associated with reimbursement made in accordance with Section 14105.945, subdivision (h)(1) (hereafter, the AB 1705 Public Provider (PP) Ground Emergency Medical Transportation (GEMT) Program, or the PP-GEMT Program), and DHCS costs associated with administering the PP-GEMT Program.
4. DHCS may accept this voluntary contribution to the extent it is able to obtain FFP for the PP-GEMT Program as permitted by federal law. In the event DHCS is unable to obtain FFP for the PP-GEMT Program, or the full payments cannot otherwise be made to and retained by eligible public providers, and, therefore, all or a portion of the transferred amount cannot be used as the non-federal share of payments, DHCS will notify the Public Entity via e-mail and return the applicable portion of the unused IGT amount, no later than 90 days after such notification.

DEPARTMENT OF HEALTH CARE SERVICES
PUBLIC PROVIDER INTERGOVERNMENTAL TRANSFER PROGRAM FOR
GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES
CERTIFICATION FORM FOR STATE CALENDAR YEAR 2024

5. The Public Entity acknowledges that, in accordance with W&I Code section 14105.945, subdivision (h)(2), upon CMS approval, DHCS shall assess a ten percent (10%) fee on each transfer of public funds to the state to pay for health care coverage and to reimburse DHCS its costs associated with administering the PP-GEMT Program.
6. The Public Entity acknowledges that the IGT is to be used by DHCS for the filing of a claim with the federal government for federal funds and understands that any misrepresentation regarding the IGT may violate federal and state law.
7. The amount voluntarily transferred to DHCS is based on the estimated Medi-Cal fee-for-service and Medi-Cal managed care non-federal share of ground emergency medical transport public provider supplemental payments, as referenced in paragraph three herein. Because the amount to be voluntarily transferred to DHCS will be based on an estimate, the Public Entity acknowledges that a reconciliation of the voluntary non-federal share contributions to the actual non-federal share expenditures will occur. To the degree necessary to fund the non-federal share for the PP-GEMT Program, amounts due to or owed by applicable Public Entities as a result of the reconciliation may be offset against, or added to, future transfers as applicable and as determined by DHCS. DHCS may accept a voluntary contribution to the extent it is able to obtain FFP for PP-GEMT payments as permitted by federal law.
8. The Public Entity acknowledges that all records of funds transferred are subject to review and audit upon DHCS' request. The Public Entity will maintain documentation supporting the allowable funding source of the IGTs.
9. Upon notice from the federal government of a disallowance or deferral related to this IGT, the Public Entity responsible for this IGT shall be the entity responsible for the federal portion of that expenditure.

I hereby declare under penalty of perjury under the law of the United States that the foregoing is true and correct to the best of my knowledge. I further understand that the known filing of a false or fraudulent claim, or making false statements in support of a claim, may violate the Federal False Claims Act or other applicable statute and federal law and may be punishable thereunder.

DEPARTMENT OF HEALTH CARE SERVICES
PUBLIC PROVIDER INTERGOVERNMENTAL TRANSFER PROGRAM FOR
GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES
CERTIFICATION FORM FOR STATE CALENDAR YEAR 2024

Executed on this _____ day of _____, 20XX at _____, California.

Signature of Authorized Person: _____

Name of Authorized Person: _____

Title of Authorized Person: _____

Name of Public Entity: _____

NPI of Public Entity: _____

Amount of IGT: \$X.XX


#



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Sage Crosby, Junior Engineer
April Miller, Public Works Director**

City Manager Approval: 

File No.: 06.07.13

TOPIC: PEACOCK GAP PARK PLAYGROUND PROJECT

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON, HANAMOTO, ALLEY & ABEY FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE PEACOCK GAP PARK PLAYGROUND PROJECT IN THE AMOUNT NOT TO EXCEED \$130,000

RECOMMENDATION: Authorize the City Manager to enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey in the amount not to exceed \$130,000 and appropriate funds for the contract.

BACKGROUND: Peacock Gap Park is a neighborhood park located on 4.1 acres of land in the San Pedro Peninsula of San Rafael. Park amenities include a playground, restroom, tennis courts, picnic tables, and a parcourse. Peacock Gap is one of the City’s most frequently visited parks and is proposed as one of the near-term priority park projects in the 2023 Citywide Parks and Recreation Master Plan (CPRMP).

While the CPRMP identifies several improvements for Peacock Gap Park, this project will focus on the play areas. This includes redesigning the existing play area to replace the playground structures, installing engineered wood surfacing and landscaping, addressing ADA access and parking access, and upgrading nearby benches and picnic tables.

ANALYSIS: On September 29, 2023, the City released a Request for Proposals (RFP) for landscape architectural and engineering design services for this project. On October 26, 2023, six proposals from qualified firms were received. Four firms were evaluated and interviewed by City staff based on criteria specified in the RFP, including, but not limited to, completeness of the proposal, relevant experience and success in similar projects, experience and quality of project team, understanding of the project scope of work, ability to meet deadlines and operate within budget, familiarity with federal grant procedures, and references by former clients on similar projects. City staff found Royston, Hanamoto, Alley & Abey (“RHAA”) and their sub-consultants to be the most qualified consultant team for this project. RHAA has submitted a proposal to perform landscape architectural and engineering design services, which staff has reviewed and found to be complete and within industry standards.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

The recommended Professional Services Agreement with RHAA will provide project management and coordination services, develop conceptual plans, develop construction contract documents, including an order-of-magnitude construction estimate for budgeting purposes, and provide construction support.

ENVIRONMENTAL DETERMINATION: This project will qualify for a Categorical Exemption in the following categories: Existing Facilities (§15301); Replacement or Reconstruction (§15302); and Minor Alterations to Land (§15304).

COMMUNITY OUTREACH: At the recent movie night at Peacock Gap Park on September 8, 2023, staff shared the City's plan to redesign the playground and collected contact information for community members interested in the project. The City plans to conduct additional outreach efforts, including an in-person event and an online survey, as part of the design process.

FISCAL IMPACT: The Peacock Gap Park Project is identified in the 2023-24 Capital Improvement Program. This agreement will be funded with an appropriation of \$130,000 in Measure A funds.

OPTIONS:

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

1. Authorize the City Manager to enter into the agreement.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

RECOMMENDED ACTION: Authorize the City Manager to enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey in the amount not to exceed \$130,000 and appropriate funds for the contract.

ATTACHMENT:

1. Draft PSA with RHAA for Landscape Architectural and Engineering Design Services (with Exhibit A)

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
RHAA LANDSCAPE ARCHITECTS
FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN 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 ROYSTON HANAMOTO ALLEY & ABEY (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.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated December 1, 2023 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

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 basis for Services provided by **CONSULTANT** during the preceding month, 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 one (1) year from the Effective Date.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Sage Crosby 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**. Barbara Lundburg 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:

Sage Crosby, Junior Engineer
111 Morphew Street
San Rafael, CA 94901

To **CONSULTANT's** Project Director:

Barbara Lundburg
225 Miller Avenue
Mill Valley, 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:

CHRISTINE ALILOVICH, 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.

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. **CONSUTLANT** 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**.

December 1, 2023
Sage Crosby, EIT
Junior Engineer
Department of Public Works
City of San Rafael, CA

Main Office
225 Miller Avenue,
Mill Valley, CA 94941

San Francisco Office
323 Geary Street, #602
San Francisco, CA 94102

rhaa.com
415.383.7900

RE: Landscape Architectural Design Services for Peacock Gap Playground

Dear Sage,

Please find attached RHAA's updated team fee proposal for the renovation of Peacock Gap Park's Children's Play Area. We understand that the Scope of Services will focus on providing new school and tot age play structures, resurfacing the play areas with new engineered wood chips, providing new landscaping, providing ADA access to the playground, and upgrading benches and picnic tables.

The Team Fee Summary includes the proposed fees and detailed information from our two sub-consultants (CSW Stuber Stroeh – Civil Engineering, and Mack5 – Cost Estimation) together with RHAA's fee as the prime consultant.

This is a revised fee proposal based on the Work Plan scope revisions discussed on our call on Friday (11/17). Scope to include:

- **Project Management:** Build time into SD and CD phases.
- **Schematic Design:** Scope remains identical. To include concept plan alternatives, community outreach, and meetings. RHAA to prepare SD ROM estimate.
- **Design Development:** Scope incorporated into CDs.
- **Environmental:** Scope removed. City of San Rafael will prepare an environmental declaration.
- **Construction Documents:** Deliverables remain identical. To include 65% & 100% CDs, and a Bid Set (drawings and technical specs). Mack5 to prepare 65 and 100% CD estimate. A T&M line item has been added in lieu of environmental fee.
- **Bid Support:** Scope remains unchanged.
- **Construction Administration:** Scope remains largely unchanged. OAC Meetings are removed. Site Visits are reduced to 3 occurrences.

Please review the revised fee and let us know if adjustments are needed. We are excited to begin working with you again on Peacock Gap Playground.

Sincerely,



Barbara Lundburg
Principal, (415) 383-7905
barbara@rhaa.com



John Martin
Senior Associate, (415) 762-2531
john@rhaa.com

**Landscape Architectural and Design Services
Peacock Gap Park Playground Project No 11436
Fee Summary for RHAA and Consultant Team
December 1, 2023**



CONSULTANT TEAM	FEE
RHAA Landscape Architects - Prime Consultant	\$82,692
CSW Stuber Stroeh - Civil Engineering	\$20,600
mack5 - Cost Estimating	\$15,520
Total Proposed Fee Labor	\$118,812
Proposed Reimbursable Costs - printing/ community meeting materials	\$1,188

**Landscape Architectural and Engineering Design Services for
Peacock Gap Park Playground Project No. 11436
Fee Proposal for Landscape Architectural Services
December 1, 2023**



FEE SUMMARY

Task 1	Schematic Design	\$	24,140
Task 2	Construction Documents	\$	29,765
Task 3	Bid Phase Support	\$	3,880
Task 4	Construction Administration	\$	17,215
Task 5	Fee for scope to be determined	\$	7,692
Labor Total		\$	82,692

		Principal	Project Manager	Designer
Task 1 Schematic Design		\$300	\$285	\$170
1A.	Orientation Meeting with the City/confirm program and approach Project parameters, work scope, budget, schedule, agency requirements, outreach plan, meeting notes, & schedule	1	1	1
1B.	Develop conceptual plan alternatives	4	14	48
	a. Site			
	b. Playground			
	c. Prepare support graphics of site elements and materials			
1C.	Meet with city staff for review	1	1	1
1D.	Community outreach			
	a. In-person event	4	4	4
	b. Online survey			3
1E.	Incorporate all input and prepare Final Conceptual Playground Plan	1	4	20
1F.	Prepare cost estimate - mack5			
1G.	Present Final Conceptual Playground Plan to the Park and Recreation Commission - 1 meeting		2	2
Hours		11	26	79
Fees		\$3,300	\$7,410	\$13,430
Total Task 1		\$24,140		

Task 2 Construction Documents

2A.	Incorporate all comment and develop the following drawings:	3	21	66
	a. Title Sheet			
	b. General Notes and Legends			
	c. Accessibility Plan			
	d. Site Survey/Existing Conditions - civil			
	e. Demolition Plan - civil			
	f. Tree Protection Plan			
	g. Grading /Drainage Plan - civil			
	h. Utility Plan - civil			
	i. Stormwater Control Plan - civil			
	j. Civil Details - civil			
	k. Layout Plan			
	l. Fine Grading Plan			
	m. Construction Plan			
	n. Construction Details			
	o. Playground Enlargement Plan			
	p. Planting Plan and details			
	q. Irrigation Plan and details			
2B.	Technical Specifications	4	4	
2C.	Submittals at 65%,100%, Bid set		3	6
	a. Review meetings with city staff			
2D.	Update cost estimate at 65%,100% submittal		2	
2E.	Coordinate Measurement and Payment with Bid Form		6	
2F.	Written responses to comments on revisions provided by the city		2	4
2G.	Quality Control Reviews	3	3	6
2H.	Team coordination		4	
Hours		10	45	82
Fees		\$3,000	\$12,825	\$13,940
Total Task 2		\$29,765		

Task 3 Bid Phase Support

3A.	Respond to questions		3	3	
3B.	Contract Addenda			4	
3C.	Prepare conformed Construction Documents		2	4	
3D.	Review construction bids and make recommendation of award		1	1	
		Hours	1	6	11
		Fees	\$300	\$1,710	\$1,870
Total Task 3			\$3,880		

Task 4 Construction Administration

4A.	Attend pre construction meeting		1		
4C.	Review submittals - assume 10		5	20	
4D.	Respond to Request for Information (RFI'S) - 10		5	20	
4E.	Issues Landscape Architectural Supplemental Information (LASI) assume 2		2	8	
4F.	Site visits - assume 3		6		
	a. Prepare reports for each site visit		3		
4G.	Attend final review		2		
	a. Prepare punch list		1		
4H.	Prepare Record Drawings		2	8	
			0	27	56
		Fees	\$0	\$7,695	\$9,520
Total Task 4			\$17,215		

Task 5 Fee for scope to be determined

Total Task 5			\$7,692		
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Project Number 2300301

Date: November 20, 2023

Barbara Lundberg, Vice President
RHAA
225 Miller Avenue
Mill Valley, CA 94941**Subject:** Civil Engineering Service Proposal – **Peacock Gap Playground**

Dear Barbara:

Thank you for the opportunity to support your team to prepare Construction Drawings for the Peacock Gap Park located in San Rafael, CA. We understand the project includes the replacement of the playground structure and surfaces around the playground as well as address accessibility issues and parking access. Below is our proposed scope of services to support this effort.

SCOPE OF SERVICES**TASK 1: SCHEMATIC DESIGN**

- 1.1 Data Collection and Field Review.** Our team will visit the site to review features and confirm the topographic and utility data provided by other team members accurately depicts field conditions. We will note any discrepancies found. During this phase, we will collect as-built utility information for water, sewer, and storm drainage infrastructure.
- 1.2 Prepare Base Map.** Our team will prepare a base map from information collected in Task 1.1 as well as information provided by the owner and through record data and CAD files, site photos, aerial imagery, and a topographic survey (if one is provided). This base map will be used to create the existing conditions site plan and be used as a background for future plans and exhibits.
- 1.3 Coordination.** Our team will coordinate with the design team to refine utility infrastructure required to support the project as well as develop a rough grading strategy.
- 1.4 Deliverable.** We will prepare a plan showing the Final Conceptual layout with rough grading and utility design for estimating purposes.

TASK 2: CONSTRUCTION DOCUMENTS

- 2.1 Coordination.** Our team will coordinate with the design team to refine utility infrastructure required to support the project as well as continue to develop the rough grading strategy.
- 2.2 Construction Documents (65% and 100% CDs).** We will provide the following plans (plans may be combined where possible):
 - A.** Demolition Plan
 - B.** Utility Plan;
 - C.** Grading & Drainage Plan;
 - D.** Erosion Control Plan;
 - E.** Storm Water Quality Control;
 - F.** Civil Detail Sheet;

G. Specifications for Civil Scope items (CSI Format);

2.3 Response to Comments. We have assumed one round of comments for each the 65% CD and the 100% CD Packages for a total of two. Our final package will be the BID set.

2.4 Permit Support. Based upon the 65% set, our team will support in obtaining a building and encroachment permits.

2.5 Bid Documents. Based upon the final permit, we will prepare our plans for use in bidding. This task will include additional minor revisions to the design from client direction.

2.6 Meetings. We will attend four (4) meeting during this phase of the project.

TASK 3: BIDDING AND CONSTRUCTION ADMINISTRATION

3.1 Bidding Support. Our team will assist during the bidding phase by assisting in outreach, attending the pre-bid meeting, responding to contractor requests for information, and preparing a bid addenda if necessary.

3.2 Construction Support. During construction, the team will review submittals, respond to contractor questions, provide technical guidance, visit the site on two (2) occasions during construction, and prepare a punch list near the completion of construction.

COMPENSATION

CSW|ST2 agrees to provide the services described above on a lump sum percent complete basis, in accordance with our current Hourly Rates and Billing Policy. We request our design budget for this project be **\$20,600** to complete all tasks listed under the SCOPE OF SERVICES section broken down by task below:

Task 1	Schematic Design	\$4,500
Task 2	Construction Documents	\$12,300
Task 3	<u>Bidding and Construction Administration</u>	<u>\$3,800</u>
		TOTAL \$20,600

We will proceed with each Task upon written approval and authorization.

ADDITIONAL SERVICES

CSW|ST2 agrees to perform all of the items listed in the Scope of Services. However the following items are excluded from the Scope of Services of this contract. They may be added at the request of the Client as a revision to this proposal, or amendment. Additional items CSW|ST2 can provide include (but not limited to):

1. Site Topographic Survey
2. Boundary Survey
3. Construction Staking

SERVICES AND STANDARD OF CARE

CSW|ST2's services shall be limited to those expressly set forth above. We shall have no other obligations or responsibilities for the project except as agreed to in writing, or as provided in this agreement. CSW|ST2's services shall be provided consistent with, and limited to, the standard of care applicable to such services. CSW|ST2 shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

We appreciate this opportunity. If you have any questions or require further information, please contact me at 925.787.4982 or by email at mvidra@cswst2.com.

Very truly yours,

CSW/STUBER-STROEH ENGINEERING GROUP, INC.



Richard J. Souza
R.C.E. #67892, Expires 6/30/24

BILLING RATE SCHEDULE

Effective January 1, 2023 – December 31, 2023

ENGINEERING SERVICES HOURLY RATES

Senior Engineer	\$ 193.00
Engineer I, II, III	\$ 138.00, \$ 168.00, \$ 187.00
Technician	\$ 126.00
Engineering Assistant	\$97.00

SURVEY SERVICES HOURLY RATES

Senior Surveyor	\$193.00
Surveyor I, II, III	\$ 138.00, \$ 168.00, \$ 187.00
Survey Technician	\$ 126.00
Surveying Assistant	\$97.00
Two Person Survey Party	\$ 303.00
Survey Party Chief	\$ 209.00
Survey Chainman	\$ 94.00
Survey Apprentice	\$ 80.00 - \$94.00
Aerial Drone Surveyor	\$ 209.00

OTHER PROFESSIONAL RATES

Principal	\$ 248.00 - \$ 276.00
Associate Principal	\$ 236.00
Project Manager	\$ 210.00 - \$ 231.00
Landscape Architect	\$ 150.00
Sr. Landscape Architect	\$ 165.00
Construction Manager	\$ 226.00
Resident Engineer	\$ 166.00
Technical Writer	\$ 133.00
Graphic Illustrator	\$ 126.00
Project Assistant	\$ 97.00

- All expenses for transportation (mileage, bridge fare, etc.) will be included in our fee.
- Filing fees, checking fees, prints, and other outside costs (such as agency submittal/permit fees etc.) will be charged at cost, plus service charges at the rate of 10%.
- Billing will be monthly net 30 days.

November 21, 2023

Barbara Lundburg
225 Miller Ave
Mill Valley, CA 94941

Dear Miss Lundburg:

We are pleased to provide this proposal for Cost Planning and Estimating services for the proposed Peacock Gap Park Playground.

mack⁵ Services:

Background

The City of San Rafael wishes to renovate their existing playground at Peacock Gap Park. Renovations include new playground equipment, site furnishings, and ADA path improvements.

Owner's
Representative

Project Management

Construction
Management

Cost Management

Cost Planning

Scope of the Assignment

Provide cost estimates as described on the following page, prepared and presented in component or Uniformat.

mack⁵

Headquarters
1000 Broadway
Suite 260
Oakland, CA 94607

Richmond Office
322 Harbour Way
Suite 16
Richmond, CA 94801

phone 510.595.3020

scope of services/fee Our proposed fee for the Project is as follows:

- Schematic Design Review of RHAA's Magnitude of Cost Estimate \$1,000
- 65% Construction Documents Cost Estimate \$7,860
- 100% Construction Documents Cost Estimate \$6,660

Total Fee **\$15,520**

conditions The total fee is valid for ninety (90) days from the date of this proposal, should the scope of service be altered we reserve the right to adjust our fee proposal accordingly. Our fee does not include life cycle cost analysis.

schedule mack⁵ is available to start as soon as required. Commonly we require 2-3 weeks to complete an estimate after receipt of documents.

reimb expenses Reimbursable expenses are included in the fee proposal.

hourly rates Our 2024 hourly rates are below. Rates are adjusted annually, normally about 3-4% per annum.

Principal/Managing Principal	\$260 - \$270/hr
Senior Cost and Project Managers	\$210 - \$260/hr
Cost and Project Managers	\$185 - \$210/hr
Project and Cost Engineers	\$135 - \$160/hr
Administrative Support	\$ 98/hr

additional services Value engineering (unless specifically included above), additional estimates, estimating changes in scope, estimate comparisons, and reconciling estimates with those of a third party are not included in the scope of services/fee, and will all be deemed additional services apart from those specifically mentioned above.

other services mack⁵ provides valuable additional services including our Cost Model Manager and Project / Construction Management.

Please do not hesitate to contact me should you require any further information or clarification.

Sincerely,



Cynthia Madrid, Senior Cost Consultant
510-595-4730 direct, cmadrid@mack5.com



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

Prepared by: Cory Bytof,
Sustainability Program Manager

City Manager Approval: _____

TOPIC MARIN SANITARY SERVICE RATES FOR 2024

SUBJECT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING MAXIMUM RATES TO BE IMPOSED AND COLLECTED BY MARIN SANITARY SERVICE FOR REFUSE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL SERVICES TO BE EFFECTIVE JANUARY 1, 2024, AND DETERMINING THAT THE CITY'S FRANCHISE FEES AND REFUSE VEHICLE IMPACT FEES ARE JUSTIFIED BY THE CITY'S COSTS OF PROVIDING SOLID WASTE SERVICES, REASONABLE CHARGES FOR THE USE OF CITY PROPERTY FOR SOLID WASTE SERVICES, AND THE COSTS OF ADDRESSING THE IMPACTS OF SOLID WASTE REFUSE VEHICLES.

RECOMMENDATION:

Adopt a resolution authorizing maximum rates collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services to be effective January 1, 2024, and determining that the City's franchise fees and refuse vehicle impact fees are justified by the City's costs of providing solid waste services, reasonable charges for the use of City property for solid waste services, and the costs of addressing the impacts of solid waste refuse vehicles.

EXECUTIVE SUMMARY:

This report details the rate adjustment proposal for 2024 for Marin Sanitary Service to provide refuse, recycling, and organic materials composting, hauling, and processing for customers in San Rafael. Customers include residential homeowners, apartment owners, commercial property owners, and other businesses and tenants that pay solid waste bills. The proposed rate adjustment would allow Marin Sanitary Service to increase rates by up to a maximum of 6.22% over 2023 levels for all customers. This increase includes adjustments based on the contractually agreed-upon rate-setting methodology the City has with Marin Sanitary Service and an extension of the Illegal Dumping Pilot Program. The proposed rate adjustment is based upon an independent third-party review of MSS's costs of providing the service by R3 Consulting Group, Inc. (R3).

Additionally, the franchise agreement includes a franchise fee and a refuse vehicle impact fee

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

paid by MSS to the City. R3 has completed a franchise fee study, which analyzed the City's franchise fee and refuse vehicle impact fee and determined that the fees are justified by the City's costs of providing solid waste services, reasonable charges for the use of City property for solid waste services, and the costs of addressing the impacts of solid waste refuse vehicles providing solid waste services.

BACKGROUND:

Each year, the City Council holds a public hearing to authorize the maximum collection rates that can be charged by Marin Sanitary Service to customers in the City of San Rafael. These rates are based on a specific methodology contained in the franchise agreement the City has with Marin Sanitary Service. This methodology has been in effect since 2018 when the City entered into the [Third Amendment to the Franchise Agreement](#).

Franchise Agreement, Franchise Fees, and Franchisors' Group

Article XI of the California Constitution and the California Public Resources Code allows cities to regulate refuse and recycling services. Marin Sanitary Service is the City's sole provider of refuse hauling and recycling services and performs these services in many surrounding communities as well. These services are pursuant to a franchise agreement between the City and Marin Sanitary Service, which outlines the services that must be provided by the company as well as a methodology to be followed to set customer rates each year. The franchise agreement with Marin Sanitary Services includes a franchise fee, which recovers the City's costs of providing solid waste-related services, including the negotiation and administration of the franchise agreement, as well as charges for the reasonable value of the use of City property for the provision of solid waste services. Additionally, the franchise agreement includes a refuse vehicle impact fee to recover the costs of addressing the specific impacts of refuse vehicles on City streets and rights-of-way.

The fourth amendment to the current franchise agreement was approved by the City Council in [December 2021](#). The franchise agreement, including all amendments, contains a rate-setting methodology based on the cost of service and primarily ties compensation to a common index: the CPI index for water and sewer and trash collection. It also includes a mechanism to capture recycling revenues intended to help offset the cost of processing. This methodology was developed to ensure accuracy and transparency while providing relatively stable and predictable rates and continued verifiable high levels of service.

All the jurisdictions in Marin that have similar franchise agreements with Marin Sanitary Service work together to share information and reduce costs. These include the City of San Rafael, the City of Larkspur, the Towns of Ross, San Anselmo, and Fairfax, the Las Gallinas Valley Sanitary District, and the County of Marin. These seven agencies meet throughout the year to oversee the company's operations and work together to conduct a single annual rate review analysis rather than each jurisdiction having to conduct and pay for a separate review, saving thousands of dollars annually.

State Law

In 2016, recognizing the negative impacts of organic materials decomposing in landfills on climate change, the State of California started mandating that businesses with certain thresholds of refuse disposal compost their organic materials, such as food waste and landscape materials (Assembly Bill (AB) 1826). Beginning January 2022, [Senate Bill \(SB\) 1383](#) began requiring that all residents and businesses divert their organic waste. SB 1383 also placed new requirements on local governments to implement, monitor, and enforce participation in organic waste diversion programs. The California Department of Resources Recycling and Recovery (CalRecycle) is

authorized to fine local governments that do not comply. The City of San Rafael recently signed an [agreement with Zero Waste Marin](#) to provide support to achieve compliance with SB 1383 and assess opportunities to create economies of scale working countywide to implement the law.

Marin Sanitary Service Programs and Services

Marin Sanitary Service provides residential, commercial, and multi-family refuse services, including garbage, recycling, and organics (food waste and green waste diversion) collection and processing. The company also provides garbage and recycling pick-up for City facilities, public spaces, and all sidewalk receptacles downtown and throughout San Rafael.

Marin Sanitary Service is a key partner in the City's environmental goals as well as the City's and County's zero waste goals. The company conducts most of the outreach for the City for the State's Mandatory Commercial Recycling and Mandatory Composting laws (AB 341, AB 1826, and SB 1383), which place requirements on businesses to recycle and divert organic waste and require annual monitoring and notifications to non-compliant businesses. Marin Sanitary Service also has a robust community outreach and education program and conducts numerous programs and community offerings, including an annual free compost giveaway and customer education event. All their services including, the "[Where Does it Go, Joe](#)" recycling lookup feature, can be found on their website at MarinSanitaryService.com.

ANALYSIS:

A. Proposed Maximum Rate Adjustment for 2024

History of Rate Adjustments

The five-year rate increase history for San Rafael averages 5.22%, with a range of 2.39% to 7.15%. Last year's adjustment was 7.15% and included an Illegal Dumping Pilot project, which staff proposes to continue in 2024. Many factors contribute to the fluctuation in rates for refuse haulers, including a growing amount of solid waste, recycling, and organic (compostable) materials generated by residents and businesses, the costs of processing recyclables and organic materials, changes in the value of recyclable materials, landfill fees, increasing costs of labor and insurance, and changes in State laws and other government fees.

Rate Review and Adjustment

Attachment 2 is the independent third-party analysis and report of Marin Sanitary Service's 2024 Rate Application, which was conducted by R3 Consulting Group, Inc. San Rafael's calculated rate adjustment is 6.22%. As shown in the report, Collector Operations comprised the largest portion of the rate adjustment and was calculated using the Consumer Price Index (CPI) for Water, Sewer and Trash Collection, which was 5.71% but reduced to 5.0% based on a ceiling provision built into the Franchise Agreement's rate setting methodology. Much of this increase is attributed to and closely tracks current inflation levels.

The second largest contribution to the rate adjustment is the recyclable materials processing cost. This is due to a drop in the prices Marin Sanitary Service could earn selling recyclables such as paper, plastic, glass, and aluminum. Paper and plastic, in particular, saw significant drops in prices, and the overall per ton cost of processing went from \$18.72 last year to \$78.87 per ton this current year. Business revenue, while still down, was less than projected, resulting in a benefit to the rate calculation for 2024 of just under one percent in the annual rate revenue reconciliation.

This year, the City Attorney's Office conducted an analysis of the City's franchise fees due to a recent decision by the California State Supreme Court in *Zolly v. City of Oakland*, which ruled that franchise fees may be subject to Article XIII C of the California Constitution ("Proposition 26"). Under Proposition 26, all charges imposed by public agencies must fit within one of its

enumerated exceptions, or they will be considered taxes, which require voter approval. In the context of solid waste, fees generally fit within one of Proposition 26's exceptions if they are charges for (1) City services that do not exceed the City's costs to provide the services; (2) the use of public property; or (3) a special benefit or privilege granted directly to the payor. This study was conducted by R3 Consulting Group, Inc. The study demonstrated that the City's cost of providing solid waste-related services together with the reasonable charges that the City could impose for the use of City property for solid waste services exceed the City's current 10% franchise fee. The study also established that the City's refuse vehicle impact fee is slightly less than the City's costs of addressing the impacts of solid waste vehicles on the City's streets and roads. These results can be found in Attachment 4. This year's rate adjustment resolution includes a statement of finding that the City's franchise fees are justified based on the recently completed analysis in Attachment 4.

Illegal Dumping Program

Four years ago, a cross-departmental Together San Rafael Team ("Team") developed a 5-year plan with the goal of reducing illegal dumping by 50% by 2025. Over time, the Team was expanded to include Marin Sanitary Service, R3, Gigantic Idea Studios, the Mattress Recycling Council, Conservation Corps North Bay, City volunteers, and community members through Voces del Canal, Mujeres Empoderadas, and the Canal Community Resilience Council. The Team has been using a human centered design approach.

Part of the early work of this project was to better understand who is dumping and why, as well as what types of materials are being dumped the most. The Team has identified three major types of dumpers with the understanding that each type requires different solutions to achieve success: (1) *casual dumpers*, who usually are renters that have no access to free, on-site disposal and resort to setting things out on the curb; (2) *illicit dumpers*, who know this is illegal, have large amounts of items to dispose of, and seek out-of-the-way locations to dump; and (3) *unhoused dumpers*. This project is focused on the first two, though the Team has collaborated with the City's Health and Safety Committee and other departments to assist with waste management related to homelessness.

Last year was the fourth year of pilot projects aimed at understanding the upstream causes of the problem, identifying potential solutions, and conducting activities for different types of dumping based on three key areas of focus:

- Access to affordable disposal options
- Education and community engagement
- Targeted enforcement

Earlier pilot programs focused primarily on disposal options and community engagement, and the Team has been conscious about bringing an equity lens to this analysis. For example, while single family homeowners can have bulky items picked up curbside twice a year, renters in multi-family units have no such option. Thus, the pilot projects have been primarily focused on providing cost-effective disposal options that adequately address renter's needs. Recent pilot projects and community engagements have also shown that enforcement may not only be necessary to combat illicit dumping but may also be necessary in some cases to encourage casual dumpers toward these disposal options.

In 2023, the Team conducted the following pilots and activities:

- 12 monthly bulky item drop-off days at Pickleweed Park targeting our neighborhoods with the most prevalent illegal dumping in the Canal and near downtown.

- Additional “Hot Spot” campaigns focused on engagements, data analysis, mapping, and surveillance camera installations with enforcement in locations where dumping is a common occurrence.
- A service-level analysis of multi-family properties and a policy analysis for potential permanent policy considerations regarding minimum refuse and recycling service levels and bulky item disposal.
- Mini-grants and commercial vouchers for businesses that experience dumping on their property.
- Continued tracking and curing of dumping data to measure pre and post intervention results (including types of material, amounts, and locations) and updates to the City’s data dashboard.
- A data gap analysis of all programs and pilots.
- Conclusion of a pilot project and data analysis in conjunction with the Mattress Recycling Council to test an on-call bulky item pickup program for apartment complexes.
- Participation in a [presentation](#) of the Mattress Recycling Council pilot results at the 3rd Annual Illegal Dumping Conference in Oakland.

Outcomes of the 2023 pilot projects and activities can be found in Attachment 3, including information about the service-level analysis of multifamily properties as well as key outcomes from the Mattress Recycling Council on-call pickup pilot. Overall, a moderate correlation between properties not meeting the 32-gallon service level minimum and illegal dumping incidents was noted, but further research will be necessary to establish causation. Factors present in both that analysis and the Mattress Recycling Council pilot included size and location of properties, engagement level of property managers, and proximity to commercial areas.

The Mattress Recycling Council pilot project was developed to test a way to address the critical transportation barrier many multifamily tenants experience trying to dispose of unwanted bulky items. Some key findings of the pilot included an understanding that need vary among different types of properties, direct tenant engagement is necessary, cost is a factor in getting property managers to comply or participate in bulky item collection programs, and space limitations play significant role in bulky item storage for later pickup. Currently, the Mattress Recycling Council is reviewing the final report which staff submitted this summer.

The bulky item drop-off days continue to be the most successful and cost-effective disposal options for renters to date, though they do not address the transportation barrier. Community members appreciate the events and have provided input on ways to maximize participation. Additionally, they are helpful for apartment managers trying to do the right thing with limited resources. Community surveys indicate a majority of Canal residents know about the events and the amount of materials collected has continued to increase.

One critical finding throughout these last four years of investigation is that successes only happen when all three interventions occur: equitable access to disposal options, targeted enforcement, and creative and continuous community engagement and outreach. Therefore, the goal of the analysis this year will be to identify the right combination and level of programming to achieve a systemic and sustainable response that results in a significant and measurable reduction in dumping while providing equitable services to all residents. This analysis will also provide cost implications and potential funding sources for a variety of scenarios.

In addition, the plan for 2024 will include additional Hot Spot campaigns, targeted enforcement, and continued data gathering and mapping to measure progress and uncover additional interventions. Data gathering will continue to be refined and improved to ensure consistency

across departments and ongoing measurement. A final landscape scan will be included to revisit other cities' programs and data to make sure all promising and replicable solutions are considered.

This year's programs, data gathering, and analysis carries an estimated cost of approximately \$123,400, commensurate to previous years, which results in a 0.4% impact to the 2024 rate adjustment. The Team will also seek other funding to increase activities and reduce the impact on the rates. The 2024 Illegal Dumping Funding Memo, which provides more detail on the proposed workplan, and activities is included as Attachment 3.

Conclusion

R3 reviewed the application and all relevant documents and financial schedules with Marin Sanitary Service, including the illegal dumping pilot extension. The full schedule of rate adjustment line items can be found on page 1 of Attachment 2: Review of Marin Sanitary Service's 2024 Rate Application. Staff reviewed the rate adjustment and programs with an ad hoc City Council subcommittee of Councilmember Bushey and Mayor Colin, resulting in the staff recommendation to authorize the maximum amount to be collected in 2024 with a rate adjustment of 6.22%.

This rate adjustment would result in an overall increase of \$3.12 per month for a residential 32-gallon landfill cart, which is the most common cart size, for a total monthly fee of \$53.31. For a common commercial size, there would be an overall increase of \$39.57 per month for a three cubic yard bin, for a monthly total of \$658.59. Recycling is included in all accounts and customers can reduce their regular landfill container size or pickup schedule resulting in a lower rate by recycling and by reducing overall waste generation. Organics recycling is also provided, which is included in the residential rates and is offered at approximately 60% of the cost of landfill service for the commercial composting program.

R3 conducted a survey of bay area solid waste rates as part of the rate review, included on the last page of the report. It summarizes the survey data for residential 30-35 gallon can weekly service with curbside recycling and organics pickup. However, note that the proposed 2024 rates are not yet available for other jurisdictions. This summary compares proposed San Rafael 2024 base rates to other jurisdictions' 2023 actual rates, which will likely also increase. Using this comparison, San Rafael's rates are slightly higher than other bay area jurisdictions and slightly lower than most other Marin jurisdictions. However, jurisdictions often provide different services and service levels, so these are not necessarily equal comparisons. San Rafael's rates have traditionally been comparable with rates in other bay area jurisdictions, while often providing more services. This year, R3 reports that in neighboring jurisdictions the rate adjustments are above 10%.

As in previous years, staff is recommending that the authorized maximum rate adjustment be applied uniformly to all residential, multi-family, and commercial service accounts. Actual maximum rates for all services are provided in Attachment 1 as Exhibit C - Schedule of Rates.

COMMUNITY OUTREACH:

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

FISCAL IMPACT:

If authorized, the maximum rates would be authorized for all customer types and service options and satisfies the City's contractual obligations to meet the MSS revenue requirements to cover costs for San Rafael refuse and recycling services, including franchise fees. Franchise fees are deposited into the City's General Fund, and all costs for solid waste-related services are paid for out of the General Fund. Refuse vehicle impact fees are deposited into the City's Gas Tax Fund, and all road maintenance expenses related to the impacts of refuse vehicles, are paid for out of that same fund. Exhibit C to the resolution contains the complete maximum rate request.

OPTIONS:

1. Adopt a resolution authorizing maximum rates collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services to be effective January 1, 2024, resulting in a 6.22% rate increase, and determining that the City's franchise fees and Refuse Vehicle Impact Fees are justified by the City's costs of providing solid waste services, reasonable charges for the use of City property for solid waste services, and the City's costs of addressing the impacts of solid waste refuse vehicles.
2. Adopt the resolution with modifications.
3. Do not adopt the resolution at this time and direct staff to come back with more information.

RECOMMENDED ACTION:

Adopt a resolution authorizing maximum rates collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services to be effective January 1, 2024, and determining that the City's franchise fees and refuse vehicle impact fees are justified by the City's costs of providing solid waste services, reasonable charges for the use of City property for solid waste services, and the City's costs of addressing the impacts of solid waste refuse vehicles.

ATTACHMENTS:

- Attachment 1: Resolution with Rate Schedule (marked as Exhibit C)
- Attachment 2: R3 Review of MSS Rate Application, including Bay Area Rate Survey
- Attachment 3: R3 2023 Illegal Dumping Funding Memo
- Attachment 4: R3 2023 San Rafael Franchise Fee Study
- Attachment 5: Public Hearing Notice

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING MAXIMUM RATES COLLECTED BY MARIN SANITARY SERVICE FOR REFUSE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL SERVICES TO BE EFFECTIVE JANUARY 1, 2024, AND DETERMINING THAT THE CITY'S FRANCHISE FEES AND REFUSE VEHICLE IMPACT FEES ARE JUSTIFIED BY THE CITY'S COSTS OF PROVIDING SOLID WASTE SERVICES, REASONABLE CHARGES FOR THE USE OF CITY PROPERTY FOR SOLID WASTE SERVICES, AND THE COSTS OF ADDRESSING THE IMPACTS OF SOLID WASTE REFUSE VEHICLES.

WHEREAS, the City of San Rafael and Marin Sanitary Service have entered into an "Amendment and Restatement of Collection Agreement of the City of San Rafael and Marin Sanitary Service," dated September 4, 2001 and amended by a written first amendment dated March 1, 2005, a written second amendment dated November 14, 2012, a written third amendment dated February 25, 2019, and a written fourth amendment approved by the City Council on December 6, 2021 (hereafter the "Franchise Agreement"); and

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

WHEREAS, Exhibit "C" of the Franchise Agreement provides rate schedules, to be authorized by the City Council; and

WHEREAS, Marin Sanitary Service has submitted a rate application request for 2024 using the methodology outlined under Section 3 (A) of the Franchise Agreement; and

WHEREAS, the City of San Rafael has conducted a review of said rate application based on a formula determined by Marin Sanitary Service's actual cost of service and produced a report concurring with Marin Sanitary Service's rate and fee adjustments; and

WHEREAS, the City of San Rafael adopted by resolution an amendment to the Franchise Agreement dated January 6, 1997 to include an annual franchise fee in the amount of 10% of gross receipts; and

WHEREAS, the City of San Rafael has conducted a review of said franchise fees based on the City's actual cost of providing solid waste-related services and the reasonable values of City property used for solid waste services and produced a report justifying the City's annual franchise fee amounts ("Franchise Fee Report"); and

WHEREAS, the City of San Rafael adopted a resolution amending the Master Fee Schedule to increase the Refuse Vehicle Impact Fee in order to pay for the increased costs of addressing the impacts of refuse vehicles on City streets; and

WHEREAS, the City of San Rafael has conducted a review of said Refuse Vehicle Impact Fees, set forth in the Franchise Fee Study, and determined that the fees do not exceed the City's reasonable costs of addressing the impacts of refuse vehicles on City streets; and

WHEREAS, the rates for solid waste service are set and imposed by MSS and the City's franchise fees and Refuse Vehicle Impact Fees are set by the Franchise Agreement, and by adopting this resolution, the City does not intend to impose any rates, fees, or charges on solid waste customers. However, to the extent that the adoption of this resolution results in the City's imposition of any fees, rates, or charges, on solid waste customers, for services or facilities in connection with a solid waste system, including the franchise fees or the Refuse Vehicle Impact Fees, those charges are adopted pursuant to California Health and Safety Code section 5471; and

WHEREAS, on December 18, 2023, the City Council held a duly noticed public hearing to consider the rate application request and receive public testimony thereon; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The schedule of maximum rates and fees attached hereto as "Exhibit C" and incorporated herein by reference, is hereby approved to be collected by Marin Sanitary Service for refuse and recyclable material collection and disposal services, at an increased rate of 6.22% over 2023 rates, to be effective January 1, 2024. Said "Exhibit C" shall be incorporated as the revised Exhibit "C" to the Franchise Agreement.

Section 2. The City Council accepts and adopts the Franchise Fee Study and finds and determines that the City's franchise fees and Refuse Vehicle Impact Fees comply with Article XIII C of the California Constitution and are justified by the City's costs of providing solid waste-related services, reasonable charges for the use of City property for solid waste services, and the City's costs of addressing the impacts of solid waste refuse vehicles.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 18th of December 2023, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:
ABSENT: Councilmembers:

LINDSAY LARA, City Clerk

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

RESIDENTIAL REFUSE COLLECTION RATES					
		Rate increase:	6.22%		
		Effective date:	01/01/2024		
<i>Residential Service (Bundled service includes 1 landfill (garbage) cart, 1 organics cart, & 1 recycling split cart)</i>					
REOCCURING CHARGES	Weekly Service Rates (Billed Quarterly)	Flat rate		Hill Rate	
		Monthly Rate	Quarterly Rate	Monthly Rate	Quarterly Rate
	20 gallon cart	\$45.32	\$135.96	\$51.31	\$153.93
	32 gallon cart	\$53.31	\$159.93	\$60.39	\$181.17
	64 gallon cart	\$106.62	\$319.86	\$120.78	\$362.34
	96 gallon cart	\$159.93	\$479.79	\$181.17	\$543.51
	Low income - 20 gal* cart	\$36.26	\$108.78	\$41.05	\$123.15
	Low income - 32 gal* cart	\$42.65	\$127.95	\$48.31	\$144.93
	Low income - 64 gal* cart	\$85.30	\$255.90	\$96.62	\$289.86
	Low income - 96 gal* cart	\$127.94	\$383.82	\$144.94	\$434.82
	<i>Senior rate**Discontinued</i>	\$37.63	\$112.89	\$47.92	\$143.76
	Additional Organics Cart Rental (35 or 64 gallon cart)	\$2.85	\$8.55	\$2.85	\$8.55
	Additional Split Cart Rental (64 or 96 gallon cart)	\$2.85	\$8.55	\$2.85	\$8.55
	Additional Monthly Charges	Monthly Fee	Quarterly Fee		
		(per cart, each way)			
Distance 0' - 50'	\$6.91	\$20.73			
Distance Over 50'	\$14.01	\$42.03			

*Must meet PG&E CARE program eligibility requirements.

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

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

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

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

COMMERCIAL REFUSE MONTHLY COLLECTION RATES

Rate increase: 6.22%
Effective date: 01/01/2024

RECURRING CHARGES	COMMERCIAL CARTS, BINS, ROLL-OFFS	Collections per Week						Additional One Time Empty/On Call
	Garbage	1	2	3	4	5	6	
20 gallon cart*	\$45.32	\$90.64	\$135.96	\$181.28	\$226.60	\$271.92	\$10.46	
32 gallon cart	\$52.95	\$105.90	\$158.85	\$211.80	\$264.75	\$317.70	\$12.22	
64 gallon cart	\$105.90	\$211.80	\$317.70	\$423.60	\$529.50	\$635.40	\$24.44	
96 gallon cart	\$158.85	\$317.70	\$476.55	\$635.40	\$794.25	\$953.10	\$36.66	
1 yard bin	\$344.13	\$694.87	\$1,052.20	\$1,416.25	\$1,786.80	\$2,163.96	\$79.41	
2 yard bin	\$505.98	\$1,162.51	\$1,763.59	\$2,377.88	\$3,005.41	\$3,646.15	\$116.76	
3 yard bin	\$658.59	\$1,226.39	\$1,869.42	\$2,532.16	\$3,214.84	\$3,917.33	\$151.98	
4 yard bin	\$939.54	\$1,736.84	\$2,644.85	\$3,579.41	\$4,286.49	\$5,527.83	\$216.82	
5 yard bin	\$1,016.32	\$2,043.99	\$3,115.71	\$4,220.31	\$5,358.12	\$6,528.89	\$234.54	
6 yard bin	\$1,206.56	\$2,452.79	\$3,738.82	\$5,064.42	\$6,429.69	\$7,834.68	\$278.44	
10 yard roll-off	\$1,700.58	\$3,480.13	\$5,340.81	\$7,279.84	\$9,298.28	\$11,396.00	\$392.44	
18 yard roll-off	\$3,054.42	\$6,251.81	\$9,591.96	\$13,074.95	\$16,700.78	\$20,469.51	\$704.87	
20 yard roll-off	\$3,393.91	\$6,946.43	\$10,657.71	\$14,527.69	\$18,556.42	\$22,743.85	\$783.21	
25 yard roll-off	\$4,747.53	\$9,717.29	\$14,325.08	\$19,526.50	\$24,941.50	\$30,569.87	\$1,095.58	
	Organics (F2E or Compost)	1	2	3	4	5	6	Additional One Time Empty/On Call
32 gallon	\$21.96	\$43.92	\$65.88	\$87.84	\$109.80	\$131.76	\$5.07	
64 gallon	\$43.92	\$87.84	\$131.76	\$175.68	\$219.60	\$263.52	\$10.14	
1 yard	\$153.67	\$307.34	\$461.01	\$614.68	\$768.35	\$922.02	\$35.46	
2 yard	\$307.34	\$614.68	\$922.02	\$1,229.36	\$1,536.70	\$1,844.04	\$70.92	
3 yard	\$461.01	\$922.02	\$1,383.03	\$1,844.04	\$2,305.05	\$2,766.06	\$106.39	
10 yard roll-off	\$1,190.41	\$2,380.82	\$3,571.23	\$4,761.64	\$5,952.05	\$7,142.46	\$274.71	
18 yard roll-off	\$2,142.74	\$4,285.48	\$6,428.22	\$8,570.96	\$10,713.70	\$12,856.44	\$494.48	
20 yard roll-off	\$2,380.82	\$4,761.64	\$7,142.46	\$9,523.28	\$11,904.10	\$14,284.92	\$549.42	
25 yard roll-off	\$2,976.03	\$5,952.06	\$8,928.09	\$11,904.12	\$14,880.15	\$17,856.18	\$686.78	
	Garbage Compactors (Per empty)							
	Roll-off Compactor Tipping fee per ton	\$146.16			Roll-off Compactor Hauling charge		\$328.52	
	Stationary FL (Per Compacted Yard)	\$126.93			Roll-off Compactor Special handling		Rates Vary	
	Other Charges	Service		Fee	Details			
		Lock		\$25.00	Monthly fee per collection and commodity			
		Box rental		Fees Vary	Minimum Bimonthly fee			
		Minimum Load	ML	Fees Vary	Monthly fee			
		Distance < 50ft		\$6.91	Monthly fee per cart, each way			
	Distance > 50ft		\$14.01	Monthly fee per cart, each way				

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

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

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

*(Boxes exceeding 300lbs/yard)

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

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

MULTI-FAMILY DWELLING REFUSE MONTHLY COLLECTION RATES

Rate increase: 6.22%
Effective date: 01/01/2024

	MFD CARTS, BINS, ROLL-OFFS							Additional One Time Empty/On Call
	Collections per Week							
Garbage	1	2	3	4	5	6		
20 gallon cart*	\$45.32	\$90.64	\$135.96	\$181.28	\$226.60	\$271.92	\$10.46	
32 gallon cart	\$53.31	\$106.62	\$159.93	\$213.24	\$266.55	\$319.86	\$12.30	
64 gallon cart	\$106.62	\$213.24	\$319.86	\$426.48	\$533.10	\$639.72	\$24.60	
96 gallon cart	\$159.93	\$319.86	\$479.79	\$639.72	\$799.65	\$959.58	\$36.91	
32 gallon - hill	\$60.39	\$120.78	\$181.17	\$241.56	\$301.95	\$362.34	\$13.94	
64 gallon - hill	\$120.78	\$241.56	\$362.34	\$483.12	\$603.90	\$724.68	\$27.87	
96 gallon - hill	\$181.17	\$362.34	\$543.51	\$724.68	\$905.85	\$1,087.02	\$41.81	
1 yard bin	\$331.61	\$668.50	\$1,010.75	\$1,358.26	\$1,711.03	\$2,069.07	\$76.53	
2 yard bin	\$505.98	\$1,159.84	\$1,755.65	\$2,361.99	\$2,978.97	\$3,606.49	\$116.76	
3 yard bin	\$658.59	\$1,207.03	\$1,834.39	\$2,477.59	\$3,136.64	\$3,811.51	\$151.98	
4 yard bin	\$939.54	\$1,731.57	\$2,628.93	\$3,547.64	\$4,405.21	\$5,448.44	\$216.82	
5 yard bin	\$1,016.32	\$2,011.73	\$3,057.25	\$4,129.21	\$5,227.67	\$6,352.58	\$234.54	
6 yard bin	\$1,191.16	\$2,414.09	\$3,668.70	\$4,955.07	\$6,273.20	\$7,623.04	\$274.88	
10 yard roll-off	\$1,700.58	\$3,480.13	\$5,340.81	\$7,279.84	\$9,298.28	\$11,396.00	\$392.44	
18 yard roll-off	\$3,054.42	\$6,251.81	\$9,591.96	\$13,074.95	\$16,700.78	\$20,469.51	\$704.87	
20 yard roll-off	\$3,393.91	\$6,946.43	\$10,657.71	\$14,527.69	\$18,556.42	\$22,743.85	\$783.21	
25 yard roll-off	\$4,747.53	\$9,717.29	\$14,325.08	\$19,526.50	\$24,941.50	\$30,569.87	\$1,095.58	
Organics	1	2	3	4	5	6	Additional One Time Empty/ on Call	
Additional Organics Cart Rental (35 gallon cart) after 4 TOTAL carts per cart per month	\$2.85	\$5.70	\$8.55	\$11.40	\$14.25	\$17.10	NA	
Additional Organics Cart Rental (64 gallon cart) after 4 TOTAL carts per cart per month	\$2.85	\$5.70	\$8.55	\$11.40	\$14.25	\$17.10	NA	
1 yard	\$153.67	\$307.34	\$461.01	\$614.68	\$768.35	\$922.02	\$35.46	
2 yard	\$307.34	\$614.68	\$922.02	\$1,229.36	\$1,536.70	\$1,844.04	\$70.92	
3 yard	\$461.01	\$922.02	\$1,383.03	\$1,844.04	\$2,305.05	\$2,766.06	\$106.39	
Garbage Compactors (Per empty)								
Roll-off Compactor Tipping fee per ton		\$146.16		Roll-off Compactor Hauling charge			\$328.52	
Stationary FL (Per Compacted Yard)		\$126.93		Roll-off Compactor Special handling			Rates Vary	
Other Charges	Service	Fee		Details				
	Lock		\$25.00	Monthly fee per collection and commodity				
	Box rental		Fees Vary	Minimum Bimonthly fee				
	Minimum Load ML		Fees Vary	Monthly fee				
	Distance < 50ft		\$6.91	Monthly fee per cart, each way				
Distance > 50ft		\$14.01	Monthly fee per cart, each way					

NOTE: Minimum service level is 32 gallons per unit or equivalent volume. Decrease to 20 gallon per unit is subject to company review and approval.
 NOTE: Up to four (4) Organics carts provided at no additional charge. Additional carts may be rented for a nominal monthly fee.
 NOTE: All container types and sizes may not be available depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.
 On Call rate only available with approval from Route Manager

	MFD One Time Service Fees	Fee
	Return Fee - BIN	
Return Fee - CART -same day		\$10.00
Return Fee - CART -off day		\$25.00
Late Fee/Resume Service Fee		\$35.00
Contamination (BIN) Per Yard		\$50.00
Contamination (CART)		\$30.00
Overload/Compaction (BIN)		\$60.00
Overload/Compaction (CART)		\$25.00
Additional Empty/Bag Garbage		\$15.00
Extra Bag Yard Waste		\$10.00
Additional Empty Garbage		Fees vary
Steam Clean (BIN)		\$95.00
Steam Clean (CART)		\$15.00
Steam Clean (COMPACTOR/ROLL-OFF)		\$225.00
Lock Set-up Admin Fee		\$25.00
Lock Single Use Fee		\$5.00
Lock Purchase Fee		\$20.00
Lock Bar Bin Set-up Fee		\$75.00
Overweight Charge Per Ton*		\$205.00
20 Gal Cart Replacement Fee		\$55.00
32 Gal Cart Replacement Fee		\$60.00
64 Gal Cart Replacement Fee		\$65.00
96 Gal Cart Replacement Fee		\$75.00
64 Gal Split Cart Replacement Fee		\$90.00
96 Gal Split Cart Replacement Fee		\$100.00
Bin Repair/Replacement Fee**		Fees vary by size up to \$1,200

*(Boxes exceeding 300lbs/yard)
 **Fees vary by size not to exceed current replacement value.

FINAL REPORT

City of San Rafael

Review of Marin Sanitary Services' 2024 Rate Application

submitted electronically: October 6, 2023

October 6, 2023

John Stefanski
Assistant City Manager
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94919
submitted via email: John.Stefanski@cityofsanrafael.org

SUBJECT: Final Report – Review of Marin Sanitary Service’s 2024 Rate Application

Dear Mr. Stefanski,

R3 Consulting Group, Inc. (R3) is pleased to submit this report detailing the results of our review of Marin Sanitary Service’s (MSS’s) 2024 rate application for the City of San Rafael.

This review was conducted pursuant to R3’s engagement with the seven agencies (Agencies) served by MSS, including the City of San Rafael, City of Larkspur, County of Marin, Las Gallinas Valley Sanitary District, Town of Ross, Town of Fairfax, and the Town of San Anselmo.

This report summarizes results from our review of MSS’s 2024 indexed rate application per the streamlined rate setting methodology established in 2019. The methodology is described in the amended Exhibit B to the Franchise Agreement that the City holds with MSS.

* * * * *

We appreciate the opportunity to be of service to the City. Should you have any questions regarding this report or need any additional information, please do not hesitate to reach out directly.

Sincerely,



Jim Howison | *Sr. Managing Consultant*
R3 Consulting Group, Inc.
925.768.7244 | jhowison@r3cgi.com

FINDINGS

Executive Summary

On August 31, 2023, MSS submitted its application for an increase to its solid waste rates, to be effective January 1, 2024. This is an indexed year rate adjustment, which primarily projects compensation due to MSS based on the applicable water-sewer-trash CPI Index (WST). Based on our review of the rate application, R3 concurs with MSS’s calculated 2024 rate revenue requirement of \$30,308,192, which is \$1,775,008 higher than the 2023 rate revenue requirement of \$28,533,184. The corresponding adjustment to the City’s solid waste rates for 2024 is 6.22%, based on a January 1, 2024 effective date.

Table 1: 2024 Rate Adjustment Summary

	2023	2024	Dollar Change	Percentage Change	Adjustment to Rates
Collector Operations	17,380,581	18,249,610	869,029	5.00%	3.05%
Garbage Landfilling and Organics Processing	2,790,260	2,975,895	185,635	6.65%	0.65%
State Compliance Database Subscription	8,393	(4,197)	(12,590)	-150.00%	-0.04%
SB 1383 Compliance	209,174	223,017	13,843	6.62%	0.05%
Illegal Dumping Pilot Program	100,000	123,400	23,400	23.40%	0.08%
Profit Calculation	2,150,717	2,264,015	113,298	5.27%	0.40%
Recyclable Materials Processing	189,407	749,801	560,394	295.87%	1.96%
Interest	395,256	415,019	19,763	5.00%	0.07%
Zero Waste Marin Fees	379,410	394,265	14,855	3.92%	0.05%
Franchise Fees	2,791,986	2,995,369	203,383	7.28%	0.71%
Other Agency Fees	1,480,601	1,480,601	0	0.00%	0.00%
Annual Rate Revenue Reconciliation	613,327	354,503	(258,824)	-42.20%	-0.91%
Recycling Property Insurance	67,689	86,894	19,205	28.37%	0.07%
SB 1383 Negotiations and Implementation Support	(23,617)	0	23,617	-100.00%	0.08%
Total Annual Rate Revenue Requirement	28,533,184	30,308,192	1,775,008	6.22%	6.22%

2024 Rate Adjustment Details

Collector Operations

Collector Operations compensates MSS for labor, benefits, general and administrative, depreciation and lease, maintenance, fuel and oil. Per Exhibit B, compensation for Collector Operations is adjusted using the CPI index for Water and Sewer and Trash Collection. R3 used publicly available Bureau of Labor Statistics data to verify the calculated increase of 5.0% to Collector Operations. Per Exhibit B, the rate adjustment is subject to a 2.5% minimum and a 5% maximum rate cap for MSS’s collection operations.

The result is \$18,249,610 in Collector Operations for the City of San Rafael in 2024, which is an increase of \$869,029 compared to 2023.

Garbage and Organics Tipping Fees

Garbage Landfilling and Organics Processing tipping fee projections are calculated using actual tonnages collected from January 1 through June 30, 2023, which are then annualized to project total 2023 tonnages. Those tonnages are then multiplied by the projected 2024 tipping fees calculated in accordance with Exhibit B. This is based on the actual per ton tipping fees for each waste stream category, or if unavailable, projected tipping fees are calculated using the current year per ton tipping fees escalated by the change in WST— subject to a minimum increase of 2.5% and a maximum increase of 5.0%.

R3 reviewed MSS's projected 2024 tons and the 2024 per ton tipping fees for residential garbage, residential green waste/organics, commercial garbage, commercial mixed waste for processing, commercial food scraps, and MSS-served Agencies' waste delivered to MSS. Per Exhibit B, R3 confirmed that MSS materially correctly projected tons by category using annualized actual tons for the first six months of the current rate year and, as actual tipping fees are unavailable, applied the 5.0% WST adjustment to project 2024 per ton tip fees. The result is \$2,975,895 in Garbage and Organics Tipping fees for the City in 2024, which is an increase \$185,635 compared to 2023.

Database Subscription for Compliance with State Law

The rate setting methodology allows for the recovery of additional revenues associated with costs for changes in law and/or new State mandates. For increased operating expenses due to State Laws, including AB 1826 and SB 1383, MSS has included in its rate application a line item for a compliance database. Zero Waste Marin has assumed responsibility for the tracking and reporting of materials. MSS discontinued its subscription to Recyclist and received a refund. Compared to 2023 costs declined-\$12,590. For 2024 the City's portion of that credit totals \$4,197.

Compliance with SB 1383

MSS is requesting continued revenue in association with SB 1383 with the goal of increasing compliance with the State of California's organics state mandates. The company will continue to provide compliance monitoring and inspection services, contamination monitoring, outreach and education, and reporting functions on behalf of the City. The total 2024 revenue recovery for these new SB 1383 compliance measures for MSS is \$223,017 for an increase of \$13,843 or 6.62%.

Illegal Dumping Pilot Program Funding

Since 2020, the City has been piloting and testing programs to reduce and abate incidences of illegal dumping in the City, in partnership with MSS and others. In 2023, the City allocated \$100,00 for the illegal dumping pilot program. For 2024, City staff recommends increasing funding to \$123,400.

Profit Calculation

R3 reviewed the calculation of MSS's profit, which is a function of total allowable operating expenses (\$21,567,725 for the City) divided by the contractually set operating ratio of 90.5% and subtracting the same sum, rounded to the nearest dollar. MSS's actual profit achievement will vary depending on the company's real revenues and expenses; as such, profit is not guaranteed. The result is \$2,264,015 in Calculated Profit for the City in 2024, which is an increase of \$113,298 compared to 2023. The increase is due to increases in allowable operating expenses, which were described in the previous sections of this report.

Recyclable Materials Processing

A net recyclable materials processing cost is calculated each year to share the risks and rewards of changing recycling markets between rate payers and MSS. Per Exhibit B, the Recyclable Materials

Processing cost is escalated by the annual change in the WST and that amount is then divided by the number of all tons of recyclable materials processed at Marin Recycling Center from July 1 of the prior rate year through June 30 of the current rate year.

The recyclable materials revenue amount is calculated based on 90% of the total revenue received by the Marin Recycling Center for recyclable materials, which is then divided by the number recyclable material tons processed at Marin Recycling Center. The calculation does not include income or tons from recyclable materials processed for third parties or agencies that were not customers of MSS or the Marin Recycling Center as of December 31, 2018. For Rate Year 2024, the resulting Net Recyclable Materials Processing Cost Per Ton is \$78.87, an increase of \$60.15 from the 2023 value of \$18.72. This increase is due to changes in the value of recyclable commodities sold by MSS. The result is \$749,801 in Recyclable Materials Processing costs for the City in 2024, which is an increase of \$560,394.

Interest

Interest is based on MSS's actual interest from its loan amortization schedules for actual and projected capital expenditures for services under the Agreement as of the last base year review in 2019. This is increased in the same manner as Collector Operations, as described above, via WST annually. The result is \$415,019 in interest for the City in 2024, which is an increase of \$19,763 compared to 2023.

Zero Waste Marin Fees

Zero Waste Marin Fees are set as a pass through as government fees and, per Exhibit B to the agreements, changes in such fees result in appropriate adjustments to rates to compensate MSS for increases or decreases in such fees. Zero Waste Marin fees included in the annual indexed rate applications for the MSS service area are set to be equal to the current Zero Waste Marin Fee assessments for the current fiscal year, with 100% of the MSS hauler fees passed through to the MSS Agencies, and with none of the MSS Transfer Station fees passed through to the MSS Agencies. The result is \$394,265 in Zero Waste Marin Fees for the City in 2024, which is an increase of \$14,855 compared to 2023.

Franchise Fees

Franchise Fees are calculated by multiplying the applicable franchise fee percentage by each agency served by MSS by the revenues projected for each that Rate Year. The City's Franchise Fee is 10% of gross revenues. The result is \$2,995,369 in Franchise Fees for the City in 2024. Franchise Fees fund the costs of compliance with State laws, management and administration of the City's Agreement with MSS, and compensate the City for the value of the property rights conveyed to MSS via the Agreement.

Other Agency Fees

Other Agency Fees are calculated and applied to each of the Agencies based on the specific fees set by those Agencies. MSS pays the City a \$1,480,601 Vehicle Impact Fee to cover the cost of road impacts from MSS's solid waste collection vehicles.

Annual Rate Revenue Reconciliation

The Rate Revenue Reconciliation item is to reconcile the projected rate revenue from the 2022 rate adjustment to the actual revenue collected through rates charged during the 2021 rate year. MSS experienced a shortfall of \$354,503 in 2022 billed revenues That amount is therefore included in the 2024 rate application.

Recycling Property Insurance

Property insurance costs for recycling processing facilities have gone up across the country for circumstances outside of MSS's control. MSS has previously and separately briefed the Agencies on this item, and R3 is aware of the market circumstances surrounding it. R3 finds that this extraordinary item is

supported and reasonable. The result is \$86,894 in Recycling Property Insurance for the City in 2024, which is an increase of \$19,205 compared to 2023.

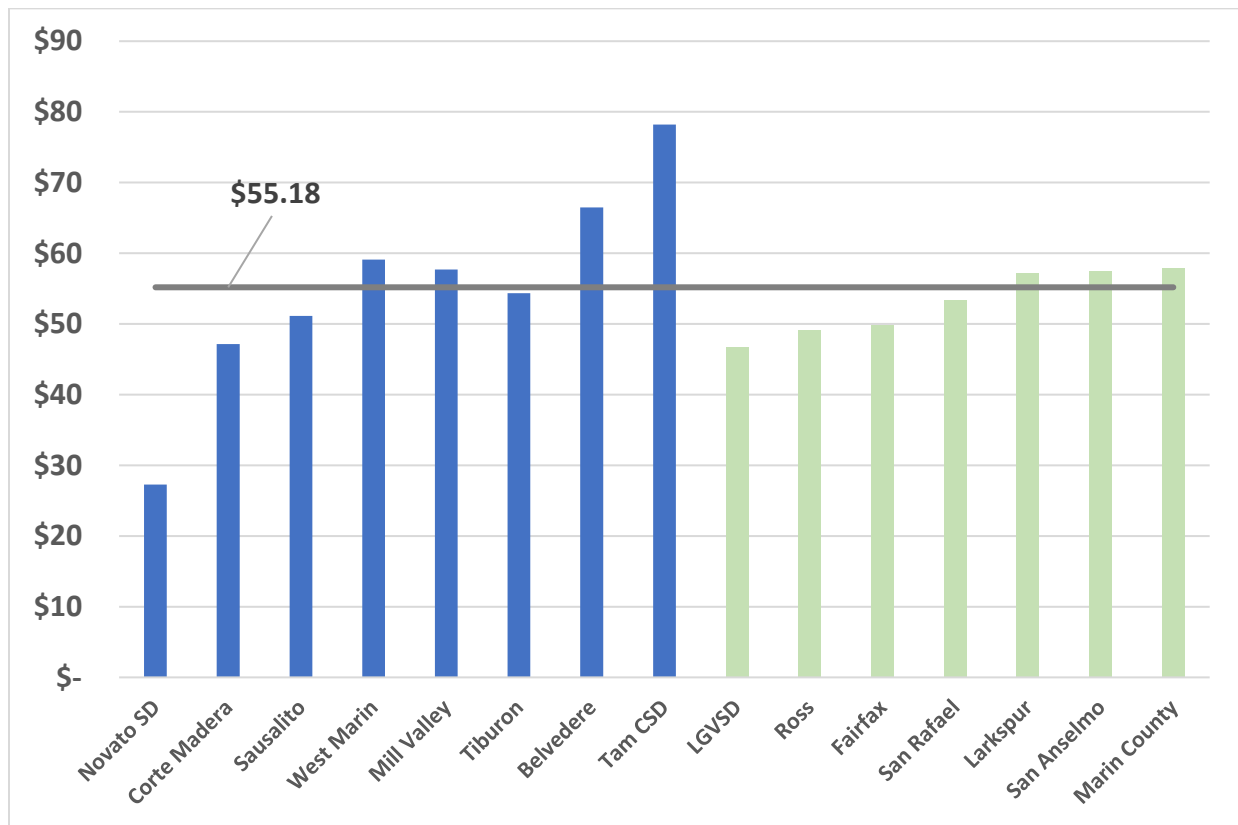
Funding for SB 1383 Contract Negotiations and Implementation

The MSS served Agencies have contracted with R3 to provide support for negotiation of an amendment to the MSS franchise agreements with the Agencies, effectuating the new services, terms and conditions for SB 1383 compliance. That contract also includes a contingency for support to the Agencies in implementing SB 1383 in 2022. R3's expenses for that work were budgeted at \$44,380. San Rafael's portion totaled a credit of \$23,617 and was fully refunded in 2023.

Survey of Comparable Rates

Figure 1 illustrates R3's survey of solid waste rates as of October 2023 for agencies located throughout Marin County. These survey results are presented as an indication of the reasonableness of the resulting rates for 2024. For comparison purposes, agencies serviced by MSS are designated in green and represent the proposed pricing for 32-gallon cart, including the current rate increase. Other, non-MSS service agencies are designated in blue and are current pricing, though price increases are expected for 2024 as well. The average cost for the 30–35-gallon cart for non-MSS service agencies is represented by the grey line is \$55.18. The 32-gallon cart is projected to cost \$53.31 per month for the flat regions of the City. The 2024 Hill Rate for the 32-gallon cart is projected at \$60.39 per month. The City's commercial rates for a 3-cubic yard bin serviced one time per week will be \$658.59 compared to \$620.02 the previous year.

Figure 1: Comparison of MSS's 2024 Rates to Other Marin County Agencies



To: Cory Bytof, Sustainability Program Manager, City of San Rafael

From: Nate Forst and Garth Schultz, R3 Consulting Group

Date: October 20, 2023

Subject: 2024 Illegal Dumping Reduction Pilot Program Recap + Funding Memo

Illegal Dumping Pilot Program Overview

Background

Illegal Dumping Reduction Goal

The Illegal Dumping Pilot Programs (IDP) were launched by the City of San Rafael with the primary objective of addressing the proliferation of abandoned items across the city. The City has a bold goal of achieving a 50% reduction in illegal dumping by the close of 2025, a goal that necessitates a high level of collaboration among different City departments and the community to address the multifaceted and uniquely challenging problem of illegal dumping.

Pilot Program Inception & Growth

During the initial years of the IDP (2018 – 2021), the City sought to reduce illegal dumping through program efforts focused primarily on reducing the supply of large and unwanted items in public spaces. Implementation centered on conducting small scale "bulky waste" collection and recycling events (results are detailed in the City of San Rafael Illegal Dumping Pilot Report: Bulky Waste Collection and Recycling Events). These early pilots demonstrated a noticeable decrease in illegal dumping, establishing a baseline of success that prompted recommendations for ongoing, and more comprehensive, actions in the city. The City began a modest expansion and continuation of successful bulky waste collection events and despite by the COVID-19 pandemic during 2020-2021, the following occurred:

- Bulky waste drop-off events were increased from three (3) to six (6) days in 2021 as compared to 2020 resulting in 456 cubic yards of material collected (a 140% increase over 2020)¹.

Additionally, and the City explored new programs to prevent and respond to illegal dumping.

- Free dumping vouchers for tenants of Bret Harte, Canal, and Gerstle Park led to the collection of over from 350 cubic yards of material through 2021.
- Free dump coupons were offered to commercial property owners (and promoted by email), but minimal participation was recorded.

Expansion of Proven Concepts and Exploration of New Approaches

In 2022 - 2023, IDP efforts underwent growth and diversification. The IDP expanded upon the established successful components of previous IDP initiatives and ventured into new analyses and policy testing to explore the underlying reasons for illegal dumping (as described below). Additionally, a new

¹ The program reached more users and collect significantly more material in 2021 and did so at a cost per cubic yard collected that was lower than the Multi-Family Voucher program. Bulky waste drop-off events recorded a cost per cubic yard of \$78, as compared with a cost of \$113 per cubic yard for the Multi-family voucher pilot.

pilot program was launched using funds obtained through a grant from the Mattress Recycling Council (MRC) and with assistance from the Conservation Corps North Bay (CCNB).

Expanded Bulky Waste Drop-off Events:

Reinforcing the impressive “return on impact” of funds invested (as indicated above), the number of bulky waste drop-off events was again doubled in 2022, increasing from six (6) to twelve (12) days; additionally, the events were made a recurring monthly fixture at Pickleweed Park. In 2023, this expansion was maintained at 12 events per year, offering a consistent and dependable service for a test population of approximately 6,800 multifamily housing units. The outcome of this growth and consistency of bulky waste drop-off events has borne impactful results for the City, increasing disposal access and remaining a reliable option for residents and a cost-effective program for the City.

- In 2022, a total of 1,520 cubic yards of material were collected, showing a 233% increase compared to 2021 totals.
- 2023 is currently on pace to collect similar amount of material, indicating ongoing demand for the program as it has been maintained as a monthly offering.
- Expansion yielded more demand than anticipated and was achieved at a cost per cubic yard of \$61 in 2022, down from \$78 per cubic yard in 2021 - illustrating increasing economies of scale as this program has grown. The cost per cubic yard for 2023 is projected to be roughly equivalent to 2022.²

This program's success solidifies its position as one of the City's primary value-driving pilot program among those attempted thus far.

New Analysis and Policy Testing

Free Multifamily Dwelling (MFD) On-Call Bulky Item Pickups

While single-family homeowners in San Rafael have biannual on-call bulky item collection, multifamily dwelling (MFD) units lack this service. To combat illegal dumping potentially linked to this issue, the IDP Team explored various policy options, aiming to make waste service at MFD units more equitable and convenient manner.

After evaluating these options, the IDP Team chose to pursue a pilot program targeting illegal dumping reduction through a "free on-call bulky item pickup program" to address transportation barriers for MFD residents in San Rafael. With support from consultants, CCNB, and a \$24,000 grant from the Mattress Recycling Council (MRC), seven (7) properties participated, offering two (2) pickups per month over six months. In 2022, the pilot collected 95 cubic yards of bulky items from MFD tenants. Although a small sample size, there were important findings such as that reliance on property managers for event promotion and limited tenant storage space affected participation. It was also discovered that when multiple interventions, including active involvement of apartment managers, effective tenant communication, and the possibility of enforcement, were implemented, collection efforts proved much more effective.

MFD Overage Analysis:

The IDP Team conducted original research and analysis to evaluate MFD service levels in San Rafael. The objectives were to assess overall service adequacy citywide and explore potential links between MFD service levels and illegal dumping incidents. This evaluation involved collaboration with consultants and

² When adjusted for 2023 to reflect previous underbilling by CCNB 2023 cost to date is \$63 per cubic yard.

MSS to analyze MFD units by service level and container overages, using Geographic Information System (GIS) tools. The analysis revealed:

- A correlation between container overages and illegal dumping, both monthly and over time.
- A significant connection between properties not meeting the current 32-gallon per unit service level minimum, overage occurrences, and the quantity of overage amounts.
- A moderate correlation between properties not meeting the 32-gallon service level minimum and illegal dumping incidents.

Portfolio of Options:

Drawing upon insights acquired from previous years of the IDP pilots, the IDP Team embarked on a comprehensive evaluation of program activities in 2023 with the aim of shaping a portfolio of future IDP programming options. This evaluation involved an exploration of several potential long-term programs supporting illegal dumping reduction, and was guided by the following elements:

- **Equitable Access:** Ensuring cost-effective disposal accessibility for all residents.
- **Enforcement:** Exploring new ordinances and enforcement strategies, including Crime Prevention Through Environmental Design interventions.
- **Outreach & Engagement:** Focusing on proactive community partnerships and ongoing outreach efforts.
- **Coordination & Implementation:** Maintaining cross-departmental collaboration and data sharing.
- **Financing:** Identifying funding mechanisms for essential programs and enforcement.

This portfolio of options has been iterated internally, and the IDP Team is currently conducting a baseline analysis, with the support of R3, of the established portfolio of options. These initiatives include a specific emphasis on assessing Equitable Access to Disposal options, Outreach & Engagement (informed by GIS data), and Enforcement. By the end of 2023, R3 and Gigantic Idea Studio will have a comprehensive “high level” understanding of the ideal suite of programs and the strategies to implement them effectively. Currently, our team is completing further analysis and considering the following initiatives:

1. Expanding Bulky Item Drop-off to two locations monthly.
2. Developing a program for apartment owners to transport items to the dump, offering one downloadable multifamily (MF) voucher per unit per year, free or with a nominal fee.
3. Implementing onsite pickup service, allowing one annual pickup per four units, collecting up to 2 cubic yards of material by MSS, with optional fees.
4. Placing rotating public cameras for targeted Hot Spot campaigns, addressing known problem areas and illicit dumping.
5. Conducting an initial cost analysis for a Waste Management Coordinator, considering full-time and half-time options, to address illegal dumping challenges and additional compliance activities.

2024 Pilot Program and Funding

The City has an opportunity to sustain the successful bulky waste drop-off events, maintaining the level of value and consistency seen in over the past two years. Simultaneously, it can support in-depth analysis and recommendations pertaining to the identified "portfolio of options" designed to solidify elements of

The IDP for the long term. This can be achieved by utilizing any unspent 2023 funds,³ and allocating funding from the 2024 budget.

R3 has separately calculated the 2024 solid waste rate adjustment for San Rafael based on the Franchise Agreement between the City and Marin Sanitary Service (MSS), and recommends that the City continue to fund implementation of the IDP. Collecting \$123,400 in additional funding for the Pilot Program in 2024 will constitute approximately .4% of the overall 2024 rate adjustment, the same percentage adjustment when compared with 2023.

Overview of Proposed 2024 Illegal Dumping Reduction Pilot Program

Building on 2023 analysis and insight into the overall success of the IDP trajectory, the project team would implement the following:

- **Continue Monthly Bulky Waste Drop-off Events:** To sustain the reduction of illegal dumping from multifamily residential properties, we propose maintaining "bulky waste drop-off events" as a consistent monthly occurrence at Pickleweed Park for the third consecutive year. R3 recommends extending this program in a similar capacity to gather essential data for assessing the need for further expansion. The focus will remain on the current pilot area to gauge its impact on localized dumping, providing a clear measure of its effectiveness. In partnership with the CCNB, the City intends to facilitate twelve events, ensuring continued access to service for multifamily tenants.
- **Development of the Portfolio of Options Towards a Codified Suite of Services:** Building on 2023 efforts, and supported by R3, the IDP will further flesh out the key program concepts described above from the established portfolio of options. Our primary focus will be identifying the most effective mix of services while gaining a nuanced understanding of practical implementation. This will also entail honing our focus on causative factors and prioritizing targeted interventions. The IDP Team, with support from R3 and Gigantic Idea Studio will also determine optimal ranges for each option based on projected uptake and conduct a focused analysis to identify high-impact areas. Building on the 2023 data, our strategy aims to construct a tailored suite of services in 2024, designed to address specific challenges of illegal dumping in a long-term capacity. The IDP intends to balance incentives and enforcement to drive positive change in our community.

Partnership with Marin Sanitary Service

MSS has been briefed on the details of the proposal to increase rates to fund implementation of the Pilot Program and has expressed its willingness to be the City's operational partner, and MSS supports the rate funding of Pilot Program costs. R3 and Gigantic Idea Studio will also assist in development and evaluation of the portfolio of options and participate in meetings with the City and the City's consultants to provide input on pilot design and cost analysis.

Reporting and Next Steps for 2024

After completion, the project team will confer regarding Pilot Program results, anticipated in the Fall of 2024. The City will then present the results to Council and make recommendations about next steps to continue progress in 2025 to reduce illegal dumping, including recommendations towards a codified suite of services as described above.

³ Final costs are still pending. Any unspent funds would likely be attributable underbudgeting by CCNB.

Pilot Program Rate Impact and Draft Budget

The City has an opportunity to set the 2024 solid waste rates to secure funding for the Pilot Program as part of the 2023 rate hearing.

City May Direct Change in Scope

Per Section IV. of Exhibit B of the Franchise Agreement with MSS, the City may direct a “change in scope” to the services provided by MSS, and the City may secure funding for the Pilot Program by directing such a change in scope. The City may seek to fund \$123,400 for the Pilot Program by including a 2024 rate adjustment at 0.4% above the base rate adjustment that has been separately reported to the City. Funding of the Pilot Program is entirely at the City’s discretion and may be funded at a greater or lesser amount, or at a later time, if desired.

Draft Pilot Program Budget

A draft budget for the Pilot Program, at an anticipated total expense of \$123,400 is provided in Table 1. Funding for the proposed Pilot Program budget is based on \$123,400 in proposed new funds from 2024 rate adjustment (as described above).

Table 1: Proposed 2024 Illegal Dumping Reduction Pilot Program Budget

	2024 Budget
Implementation and Ongoing Coordination	
Operations & Financial Analysis and Coordination with City Program (R3)	\$ 5,000
Subtotal	\$ 5,000
Monthly Debris Box Days (12 Total Events)	
Conservation Corps (Monthly Events at Pickleweed Park)	\$ 26,400
Design, Outreach, and Collateral (GIS)	\$ 18,000
Debris Box rental and Bulky Waste Disposal	\$ 45,000
Subtotal	\$ 89,400
Environmental Design Mini Grants	
Mini-grants (5) Funding	\$ 5,000
Subtotal	\$ 5,000
Pilot Conclusion and Next Steps	
Support for Portfolio of Options (GIS)	\$ 12,000
Portfolio of Options Development (R3)	\$ 12,000
Subtotal	\$ 24,000
Grand Total	\$ 123,400

December 6, 2023

Ms. Cristine Alilovich
City Manager
City of San Rafael

submitted via email: Cristine.Alilovich@cityofsanrafael.org

SUBJECT: Solid Waste Franchise Fee Study Report

Dear Ms. Alilovich,

R3 Consulting Group, Inc. (R3) is pleased to submit the attached Report of Solid Waste Franchise Fee Study (Study) to the City of San Rafael (City). This Report presents our analytical methodology, results and findings, and recommendations regarding the solid waste Franchise Fee and Vehicle Impact Fee paid by the City's contracted solid waste collection service provider, Marin Sanitary Service (Contractor), per the Refuse and Recyclable Material Collection and Disposal Services Agreement (Agreement) between the City and the Contractor. The purpose of this Study was to comprehensively analyze and calculate the following:

- » **City's Costs:** The annual costs to the City for performing its management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system.
- » **Property Use Charges:** The annual use charge to the Contractor for its special and lasting access to use government property in the public right-of-way for placement of solid waste containers and collection of the solid waste contents.
- » **Pavement Impacts:** The annualized costs for pavement repair, maintenance and rehabilitation resulting from the unique impacts to City street pavement caused by the Contractor's solid waste collection vehicles during the course of providing sanitation service.

We then compared the calculated values for each component to the annual Franchise Fee and Vehicle Impact Fee paid by the Contractor to the City per the Agreement. We found that the City's current and projected Franchise Fee revenues are less than the sum of the City's Costs and government Property Use Charges calculated in this Study. We also found that the City's current Vehicle Impact Fee is less than the costs for Pavement Impacts calculated in this Study. Based on these results, we conclude that the City's fee amounts are not more than necessary to cover the City's reasonable costs in managing and administering the Agreement and the sanitation system plus the reasonable value of the Contractor's use of the public right-of-way.

We appreciate the opportunity to be of service to the City. If you have any questions regarding this Report or need additional information, please contact me.

Sincerely,



Garth Schultz | *Principal*

R3 Consulting Group, Inc.

510.292.0853 | gschultz@r3cgi.com

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1. Executive Summary

Background

The City's Agreement with the Contractor is for the collection, processing, and disposal of solid waste from covered waste generators in the City. The Agreement provides the Contractor with the exclusive right to provide critical aspects of the City's sanitation system including solid waste collection and the other services and programs included in the Agreement. The Agreement specifies that the Contractor will charge solid waste service subscribers, with the Contractor billing and collecting revenues from subscribers and the City authorizing the maximum rates that the Contractor may charge pursuant to the rate adjustment methodology included in the Agreement.

Per the Agreement, the Contractor pays the City a Franchise Fee to cover the costs incurred by the City in managing, administering, enforcing, and supplementing the services provided in the Agreement, as well as the reasonable charge for the use of the public right-of-way for the special and lasting access to use it for set-out and collection of solid waste containers. The Agreement also provides that the Contractor pays the City a Vehicle Impact Fee to cover the proportionate costs of the unique impacts to pavement caused by the Contractor's solid waste collection vehicles during the course of providing sanitation service.

Purpose

The purpose of this Study is to prove that the Franchise Fee and Vehicle Impact Fee paid by the Contractor to the City are exempt from consideration as taxes per Article XIII C, Section 1(e) of the California Constitution ("Proposition 26") and are not higher than necessary to cover the City's reasonable costs plus the reasonable value of the Contractor's use of the public right-of-way. There are three primary exceptions to the Proposition 26 definition of tax that are relevant to this Study:

- » **Exception 1:** "A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."
- » **Exception 2:** "A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."
- » **Exception 4:** "A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property."

The Franchise Fee is a legal fee with two components. The first component includes the City's reasonable and proportionate costs (**City's Costs**) and is a legal fee per Exception 2. The second component includes the reasonable and proportionate and reasonable charges for the Contractor's use of the public right-of-way (**Property Use Charges**) and is a legal fee per Exception 4. The Vehicle Impact Fee includes the City's reasonable and proportionate costs associated with pavement impacts (**Pavement Impacts**) and is a legal fee per Exception 1.

Methodology and Findings

To complete this Study, R3 reviewed and analyzed information provided by the City and the Contractor pertaining to the City's Costs, Property Use Charges, and impacts on pavement. Using that information, we then calculated the reasonable and proportionate amounts necessary to cover the City's costs, including staffing and other costs, use of government property in the

public right-of-way, and pavement repair, maintenance, and rehabilitation costs caused by the Contractor's solid waste collection vehicles during the course of providing sanitation service. All calculated amounts in this Study are in current Fiscal Year (FY) 2023-24 dollars and are rounded to the nearest \$1,000.

City's Costs

The annual costs to the City for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system includes: staffing salary and benefits, contracted services, capital and equipment depreciation, operations and maintenance, supplies, and overhead for distributed costs including but not limited to property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions. Staffing costs are calculated based on estimated time allocations (based on historical experience) and other costs are calculated based on estimated share allocations associated with the sanitation system, with distributed overhead applied to both.

- » The calculation results are \$1,513,000 in staffing costs and \$391,000 in other costs for annual proportionate City's Costs totaling **\$1,904,000**.

Property Use Charges

The annual charge to the Contractor for use of government property in the public right-of-way is calculated as a function of estimates for the number of solid waste accounts setting out solid waste collection containers in the right-of-way, the set-out area used, the amount of time it is used, and the reasonable market value for the per square foot use of the public right-of-way.

- » The calculation result for the use of the public right-of-way is a proportionate annual total Property Use Charge of **\$1,173,000**.

Pavement Impacts

The annualized costs for pavement repair, maintenance and rehabilitation is calculated based on the proportionate impact to pavement from solid waste collection vehicles compared to other sources of impacts. This calculation accounts for the City's annual repair costs, five-year projections for capital improvement costs, and five-year projections for growth in deferred maintenance. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles.

- » The calculation result for the proportionate Pavement Impacts caused by Contractor's solid waste collection vehicles during the course of providing sanitation service is an annualized total repair, maintenance, and rehabilitation cost of **\$1,838,000**.

Conclusions

Franchise Fee

The FY 2022-23 Franchise Fee paid Contractor to the City was \$2,757,168 and the projection for FY 2023-24 is \$2,929,000. The sum of FY 2023-24 annual City's Costs and amounts for Property Use Charges calculated in this Study is **\$3,077,000** which is \$148,000 (5%) higher than the projected FY 2023-24 Franchise Fee payments.

- » The amount of the Franchise Fee is therefore not more than necessary to cover the City's reasonable costs incurred in managing and administering the Agreement and the sanitation system plus the reasonable value of the Contractor's use of the public right-of-way.

Vehicle Impact Fee

The Vehicle Impact Fee paid to the City annually is \$1,480,600. The amount of Pavement Impacts calculated in this Study is **\$1,868,000** which is \$387,400 (26%) higher than the Vehicle Impact Fee.

- » The amount of Vehicle Impact Fee is therefore not more than necessary to cover the City's reasonable costs incurred for repair, maintenance, and rehabilitation of pavement made necessary by the impacts of Contractor's solid waste collection vehicles used in providing sanitation services in the City.

Reasonableness of Estimates and Assumptions

In performing calculations, it was necessary to estimate certain values for which information could not be attained, and for which reasonable ranges exist. Where assumptions were necessary for completing calculations, our objective was to apply assumptions on the lower end of the reasonable range.

Had we used other higher assumptions, the results of this Study would have been higher calculated Franchise Fee and Vehicle Impact Fee amounts. Therefore, we conclude that the calculated fee amounts are not higher than necessary to cover the City's reasonable costs plus the reasonable value of the Contractor's use of the public right-of-way.

Limitations

This Study relies on information provided by the City and the Contractor, which we have reviewed and analyzed for reasonableness and accuracy but did not independently audit or verify.

As stated above, it was necessary to estimate certain values for which information could not be attained, and for which reasonable ranges are known to exist. Though, changes to estimates and other underlying assumptions may materially change the calculations, we have elected to apply estimates on the low end of reasonable ranges, thus minimizing the potential that changes in calculations would result in different findings. We have reviewed all estimates and assumptions with City staff and legal counsel and have mutual concurrence on applicability and reasonableness of all such values in this Study.

Finally, the methodology employed by this Study calculates the reasonable values for the Franchise Fee and Vehicle Impact Fee within the context of current laws, regulations, and court rulings. Changes in the legal framework may require revisions to the methodology and findings contained in this Study.

2. Methodology and Calculations

City's Costs

Methodology

R3 reviewed and analyzed information provided by the City pertaining to the General Fund costs incurred for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system. These costs include any may not be limited to:

- » Staffing costs, including salaries and benefits.
- » Contracted services.
- » Capital and equipment depreciation.
- » Capital and equipment operations and maintenance.
- » Supplies and materials.
- » Overhead for distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions.

Using the total annual salary, benefit and other cost information provided by the City we estimated the proportion of costs associated with management and administration of the agreement and the sanitation system. We then calculated the proportionate totals and categorized them by the functions listed in the sections below.

Variables, Estimates and Assumptions

Staffing Costs

Variables associated with salaries and benefits include the allocation of time that positions are dedicated to management and administration of the Agreement and the sanitation system (including time supervising others with primary responsibility for these duties), the amount by which funding of salaries and benefits is paid by the General Fund, and the applicable amount of General Fund overhead. The estimated time allocation by position category used in this Study (and based on historical experience) is shown in Table 1, below, along with the explanation for the allocation values.

Table 1 – Allocations of Staffing Time by Position

Positions	Time Allocation	Explanation
City Manager, Assistant City Manager, City Attorney, Assistant City Attorney, City Clerk, Deputy City Clerk, Public Works Director, Deputy Public Works Director, Management Analyst, Operations and Maintenance Manager, Sr. Code Enforcement Supervisor, Code Enforcement Supervisor, Police Lieutenant, Police Sergeant (2), Police Officer.	4.9%	Calculated allocation based on the percentage of City's Costs plus Property Use Charges plus Pavement Impacts divided by FY 2023-24 General Fund Budget.
Code Enforcement Official I and II.	10%	Estimated allocation based on solid waste code enforcement obligations.

Positions	Time Allocation	Explanation
Sustainability Program Manager.	25%	Estimated allocation based on job duties for management and administration of the Agreement and the sanitation system.
Public Works Maintenance Crews responsible for Street Sweeping, Catch Basin Waste Removal, and Illegal Dumping Clean-up.	80%	Estimated allocation based on proportion of waste generation in City.

R3 verified with City staff that the salaries and benefits included in this Study are paid by the General Fund – any non-General Fund portions of positions included in Table 1 have been excluded from the calculations. A General Fund overhead rate of 10.6% (provided by the City’s Finance Director) is also applied to the total allocated costs.

Other Costs

Variables associated with the City’s other (i.e., non-salary and benefit) costs include the proportionate allocation of those costs that are for management and administration of the Agreement and the sanitation system, the amount by which these costs are paid by the General Fund, and the applicable amount of General Fund overhead. The estimated time allocation by cost category used in this Study is shown in Table 2, below, along with the explanation for the allocation values.

Table 2 –Allocations of Other Costs by Category

Cost Category	Cost Allocation	Explanation
Public Works Maintenance Crews responsible for Street Sweeping, Catch Basin Waste Removal, and Illegal Dumping Clean-up.	80%	Estimated allocation based on proportion of waste generation in City.
Consulting costs for direct management and administration of Agreement and sanitation system.	100%	All these costs are directly associated with management and administration of the Agreement and the sanitation system.

R3 verified with City staff that the other costs included in this Study are paid by the General Fund – any non-General Fund portions of these costs as included in Table 2 have been excluded from the calculations. A General Fund overhead rate of 10.6% (provided by the City’s Finance Director) is also applied to the total allocated costs.

Analysis

Direct Management and Administration

This category includes City staffing and consulting costs for direct management and administration of the Agreement and the sanitation system. Staffing costs include allocated costs for the City’s Public Works Director, Deputy Public Works Director, Sustainability Program Manager, Management Analyst, and Operations and Maintenance Manager, for a calculated \$116,000 in annual staffing costs. Other costs include solid waste consulting services provided

by R3, for \$7,000 in annualized consulting costs. The total calculated cost for this category is **\$123,000**.

Indirect Management and Administration

This category includes City staffing costs for indirect management and administration, including supervision of those responsible for direct management and administration of the Agreement and the sanitation system and associated responsibilities. Allocated costs for the City Manager, Assistant City Manager, City Attorney, Assistant City Attorney, City Clerk, and Deputy City Clerk are calculated for total annual costs in this category of **\$111,000**.

CalRecycle and SB 1383 Compliance

This category would include City staff costs and other costs for various activities associated with the City's need to implement Senate Bill 1383 (Short-Lived Climate Pollutants Act) as well as annual reporting to the State agency, CalRecycle. No costs for these activities are included in this Study as these costs are not funded by the City's General Fund.

Code Enforcement

This category includes City staffing costs for enforcing the solid waste provisions of the City's Municipal Code, which includes illegal solid waste accumulations, illegal dumping, littering, improper waste collection setouts, nuisances, and the associated investigations, warnings, notices of violation, and administration of penalties. Staffing costs include allocated costs for the City's Code Enforcement Supervisors and Officials and Police Officer, Sergeants, and Lieutenant for calculated total annual costs in this category of **\$107,000**.

Street Sweeping

When the Contractor or individual waste generators do not properly manage the collection of solid waste, that mismanaged solid waste tends to end up in the public right-of-way and on streets, where it must be removed by the City. Street sweeping captures solid waste that ends up in public streets because of improper collection. Most if not all of the solid waste that ends up in the streets is generated by properties that receive solid waste collection services from the Contractor.

For the purposes of this Study, we do not assume that all mismanaged solid waste that ends up on the City's streets is generated by properties receiving solid waste services. Rather, because there is the possibility that some solid waste collected by street sweeping operations was originally generated by other sources, this Study estimates that only 80% of the solid waste collected by street sweepers was generated by properties receiving solid waste services. This assumption is consistent with other studies conducted by R3 (for the cities of Garden Grove and San Bruno) wherein street sweeping activities were allocated between 77.4% and 90% to the sanitation system.

This category includes City staffing, capital equipment, and operations and maintenance costs for the City's street sweeping operations. Allocated staffing costs for the Public Works maintenance crews are calculated to be \$229,000 annually. The allocated and annualized costs for capital equipment and operations and maintenance costs are calculated to be \$57,000 annually, for a calculated total in this category of **\$286,000**.

Catch Basin Waste Removal

As with street sweeping, solid waste that is not properly managed by waste generators or the Contractor, and not otherwise captured by street sweeping operations, accumulates in catch basins and other trash capture devices in the City's storm drain system. As with the street sweeping category, we do not assume that all mismanaged solid waste that ends up in catch basins or trash capture devices is generated by properties that receive solid waste services; the 80% estimate used for street sweeping costs is also applied here, and for the same reasons.

This category includes City staffing, capital equipment, and operations and maintenance costs for the City's catch basin waste removal operations. Allocated staffing costs for the Public Works maintenance crews are calculated to be \$844,000 annually. The allocated and annualized costs for capital equipment and operations and maintenance costs are calculated to be \$136,000 annually, for a calculated total in this category of **\$980,000**.

Illegal Dumping Clean-up

The City's Public Works maintenance crews also clean up solid waste materials that are illegally dumped throughout the City. As with street sweeping and catch basin waste removal, an 80% waste generation allocation is applied.

This category includes City staffing costs for illegal dumping clean-up as well as costs for outside contractors and service providers for clean-up of un-housed encampments. Allocated staffing costs for the Public Works maintenance crews are calculated to be \$106,000 annually. The allocated costs for clean-up of un-housed encampments along with the allocated costs for equipment maintenance and fuel are calculated to be \$191,000 annually, and the for a calculated total in this category of **\$297,000**.

Public Waste Containers

This category would include City staff costs and other costs for collection of waste deposited in public waste containers in the public right-of-way and other public locations in the City. No costs for these activities were identified by the City and thus none of the costs associated with category are included in this Study.

Waste Collection at City Events

This category would include City staff costs and other costs for collection of waste generated and disposed of at City public events. No costs for these activities were identified by the City and thus none of the costs associated with category are included in this Study.

Tree Trimming for Vehicle Access to Public Right-of-Way

This category would include City staff costs and other costs for trimming of the City's street trees to provide safe clearance for collection vehicles to collect solid waste from the public right-of-way. No costs for these activities were identified by the City and thus none of the costs associated with category are included in this Study.

Annual Total of City's Costs

Table 3, following page, shows the total of the City's Costs for management and administration of the Agreement and the sanitation system as calculated in this Study, by category.

Table 3 – Annual City’s Costs by Category and in Total

Category	Staffing Costs	Other Costs	Total
Direct Management and Administration	\$116,000	\$7,000	\$123,000
Indirect Management and Administration	\$111,000	N/A	\$111,000
Code Enforcement	\$107,000	N/A	\$107,000
Street Sweeping	\$229,000	\$57,000	\$286,000
Catch Basin Waste Removal	\$844,000	\$136,000	\$980,000
Illegal Dumping Clean-up	\$106,000	\$191,000	\$297,000
Total Annual City’s Costs	\$1,513,000	\$391,000	\$1,904,000

Property Use Charges

Methodology

R3 reviewed and analyzed information provided by the City and the Contractor pertaining to Property Use Charges for Contractor’s use of the public right-of-way for collection of solid waste collection containers. When then calculated the annual Property Use Charges based on:

- » The setout area used for collection of solid waste containers (in square feet).
- » The amount of time that the area is used.
- » The reasonable market value for use of the public right-of-way (in dollars per square foot).
- » The number of solid waste subscribers setting out collection containers in the public right-of-way.

Using these values, we calculated the reasonable market value for the Contractor’s use of government property in the City.

Variables, Estimates and Assumptions

Setout Area

Standard residential solid waste collection setouts include three solid waste collection containers, usually carts with wheels and lids, with one each for garbage, recycling, and organics waste streams. The setout area needed for placement of these containers is inclusive

of the width of each container (typically two feet) as well as minimum required space between the containers and other objects such as cars (minimum of one foot). The set-out area also takes up available parking space and is thus assumed to extend six feet out from the curb. It should be noted that the Contractor's service guide shows two feet between containers and five feet between containers and other objects, which requires a much larger area than the amounts estimated in this Study. Thus, our estimated average setout area is likely low, and is therefore conservative. Taken altogether, the area for residential setouts is calculated as three containers that are each two feet wide, plus one foot between each container and other objects, for a total area ten feet wide times six feet in depth. The result is 60 square feet of setout area used for collection of solid waste containers in residential areas.

The amount of area used for commercial setouts (in this Study, use of the term commercial also always includes multi-family) can vary widely, as there is no standard commercial subscription size profile – each commercial solid waste subscriber can select from a range of container sizes, with most of them being larger than the containers used in residential areas. Given this complexity, this Study assumes that the average commercial setout area is twice that of the residential setout area, for 120 square feet. This estimate is likely lower than the average setout area needed in commercial areas and is therefore conservative.

Setout Time Usage

Standard residential solid waste collection is performed once weekly. Most residential containers are set out the evening prior to collection and are removed from the public right-of-way the following afternoon. Thus, for the purposes of this Study, we assume that collection containers are in the public right-of-way for an average of 18 hours per day, one day per week, which amounts to approximately 10.71% of the time (18 hours divided by 24 per day divided by 7 days per week).

Commercial solid waste subscription setout times can vary widely – just as there is no standard commercial subscription size profile, likewise there is no standard collection frequency. Commercial solid waste subscribers can select collection frequency between once and six times per week, and with different frequencies for different waste streams. Given this complexity, this Study assumes that the average commercial collection frequently is twice weekly, for 12.42% of the time. As with the setout area, this estimate is likely lower than the average commercial collection frequency and is therefore conservative.

Reasonable Market Value for Use of Public Right-of-Way

The City's "Streatory" Program established a use charge for the use of the public-right-of way of \$3,600 annually. That amount is for the use of an area equivalent to one parking space, which the typical parking space being 24 feet wide by 8 feet deep for an area of 192 square feet. Therefore, the City's established annual use charge for the use of the public right-of-way is \$3,600 divided by 192, for a resultant \$18.75 per square foot.

Other cities in the Bay Area have also established use charges for use of the public right-of-way, like the City's program. Other Marin County communities including Fairfax, Larkspur, and San Anselmo also have similar use charges, as do other communities including Healdsburg, Oakland, Torrance, and Windsor. The minimum annual use charge per square foot in these communities is \$5.21 (Fairfax and Oakland) and the largest is \$30.00 (Windsor). The average annual per square foot use charge, including the City, is \$15.67. To be conservative in our calculations, we use the average annual value of \$15.67 per square foot rather than the higher City-specific value of \$18.75.

Number of Subscriptions Setting Out Containers

The Contractor reports that there are 12,385 residential and 2,529 commercial solid waste service subscribers in the City. However, not all subscribers set out their containers in the public right-of-way for collection all the time. To account for non-setouts (either because subscribers don't have waste materials to set out or because they receive on-premises service) we assume that only 90% of residential solid waste subscribers set out containers on a regular basis, for a resulting total of 11,146 average residential setouts. It is also understood that most commercial subscribers do not set out containers in the public right-of-way, and therefore we conservatively assume that only 5% of commercial subscribers set out containers on a regular basis, for a resulting total of 126 average commercial setouts.

Analysis and Total Annual Property Use Charges

Calculating the total annual Property Use Charges using the variables, estimates and assumptions from the prior section is a function of multiplication, as shown in Table 4, below.

Table 4 – Calculation of Total Annual Property Use Charges

Variable Category	Residential	Commercial	Grand Total Annual Property Use Charge
Setout Area	60 SF	120 SF	
Setout Time Usage	10.71%	21.42%	
Annual Use Charge	\$15.67 per SF	\$15.67 per SF	
Number of Setouts	11,146	126	
Total Annual Property Use Charges	\$1,122,000	\$51,000	\$1,173,000

Pavement Impacts

Methodology

R3 reviewed and analyzed information provided by the City pertaining to Pavement Impacts from the Contractors solid waste collection vehicles. We then calculated estimates of the proportionate share of the average annual pavement repair, maintenance and rehabilitation costs associated with solid waste collection vehicles based on the proportionate impact to pavement from solid waste collection vehicle compared to other sources of impacts.

The calculation accounts for the City's annual repair costs, five-year projections for capital improvement costs, and five-year projections for annualized growth in deferred maintenance. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles. The calculation proportionately allocates the average annual pavement management costs to solid waste vehicles based on:

- » The equivalent single-axle load and proportionate impacts from speed for those vehicles compared to other vehicles.
- » The number of vehicle trips on City streets.

» The proportion of vehicle trips that are made by trucks versus automobiles.¹

Variables, Estimates and Assumptions

The weight, loading, slow speed, and frequent stops that characterize solid waste collection vehicle operations impose unique and quantifiable impacts on the City's street pavement. It is important to understand that, while calculation of vehicle impacts to pavement can be precise for individual vehicles, out of necessity we made certain assumptions about overall blended pavement impacts associated with several categories of vehicle types for the purposes of this Study. This is because we sought to calculate estimated impacts to all street pavement in the City, covering all vehicle uses, and precise traffic information at that scale is not currently available. Thus, we make informed assumptions regarding several variables necessary for this Study.

For each of these variables, there is a range of potentially reasonable values that may be used. We have selected values at the low end of the reasonable range to present findings that conservatively calculate estimated values of the pavement impacts associated with the Contractor's solid waste collection vehicles during the course of providing sanitation service. Assumptions used are described in the following subsections, which reference sources supporting the summary provided here. We must note that changes in assumptions may result in material changes in calculation results and findings.

Factors Impacting Pavement Conditions

Street pavement repair, maintenance and rehabilitation needs and their resulting costs are affected by several factors including vehicle usage and trench cuts and subsurface activities related to underground utilities. Environmental conditions such as light and water also contribute to pavement repair, maintenance and rehabilitation needs in combination with the primary impacts from vehicles, trench cuts, and subsurface activities. This Study only focuses on the impacts to street pavement from vehicles, and the proportion of those impacts that are attributable to the Contractor's solid waste collection vehicles as they perform sanitation service.

City's Costs for Pavement Repair, Maintenance and Rehabilitation

The City regularly projects its costs for repair, maintenance and rehabilitation of pavement resulting from degradation due to use. These projections, and the basis for them, are documented in Pavement Management Technical Assistance Program (P-TAP) reports which the City commissions with engineering consultants.² Per the City's April 26, 2023, P-TAP report, the City's projected average annual pavement maintenance and rehabilitation costs from 2023 through 2027 for its entire street network, are approximately \$4.2 million. Also, per the P-TAP, deferred

¹ Our analysis accounts for the distribution of vehicles among the 13 Federal Highway Administration vehicle classifications, which include passenger cars, SUVs/pick-ups, buses, and multiple truck and truck/trailer axle combinations.

² The City's current P-TAP report dated April 26, 2023, was prepared by Adhara Systems, Inc., a consulting firm with expertise in pavement engineering. Broadly speaking, a P-TAP is designed to provide objective information and useful data for analysis so that managers can make more consistent, cost-effective, and defensible decisions related to the preservation of a pavement network.

pavement maintenance on the City’s streets³ (which is the result of degrading pavement conditions associated with the impacts of vehicles) is projected to increase by \$15.3 million between 2023 and 2027.⁴

Axle Loading

Our methodology for calculating the proportionate amount of pavement maintenance and rehabilitation impacts for the Contractor’s vehicles is grounded in the fact that all vehicles, including solid waste collection vehicles, degrade pavement during use. Measurement of that impact – also known as “vehicle loading” – can be estimated, quantified, and expressed as an Equivalent Single Axle Load (ESAL), which is a function of the vehicle’s weight and the distribution of that weight over the vehicle’s axles. It is important to note that heavier vehicles have more impacts on pavement and have a higher vehicle loading ESAL value. It is also important to note that ESAL values are associated with vehicle loading only, and not the speed of the vehicle; it is therefore assumed that relative ESAL values between vehicle types are based on vehicles travelling at the same rate of speed.

For this analysis, R3 used the vehicle categories and average ESAL values shown in Table 5, below. Table 5 explains and cites supporting information for how the ESAL for each vehicle type was determined.

Table 5 – ESAL Value Assumptions by Vehicle Type

Vehicle Type	ESAL Value	Source
Automobiles (Passenger Cars)	0.0008	AASHTO (American Association of State Highway and Transportation Officials) Design Guide with ESALs by Vehicle Type (Attachment 1)
Average of All Other Trucks⁵	0.0171	Calculated Value Using AASHTO Design Guide with ESALs by Vehicle Type (Attachment 1), Federal Highway Administration ESALs by Vehicle Type (Attachment 2), Comparative Traffic Counts (Attachment 3)
Solid Waste Vehicle (Garbage)	1.0000	Calculated Values by Type (Attachment 4) Using Example Axle Weights (Attachment 5) and AASHTO Axle Load Equivalency Factors (Attachment 6)
Solid Waste Vehicle (Organics)	1.0000	
Solid Waste Vehicle (Recycling)	0.7500	

Given the assumed ESAL values in Table 5, a solid waste vehicle collecting garbage has 1,250 times the impact of an automobile. We are aware of other research concluding that the impacts

³ Deferred maintenance is planned maintenance that gets delayed and backlogged because of a lack of funding. Deferred maintenance costs remain on the books until they are funded and the work is completed and recategorized in the City’s P-TAP.

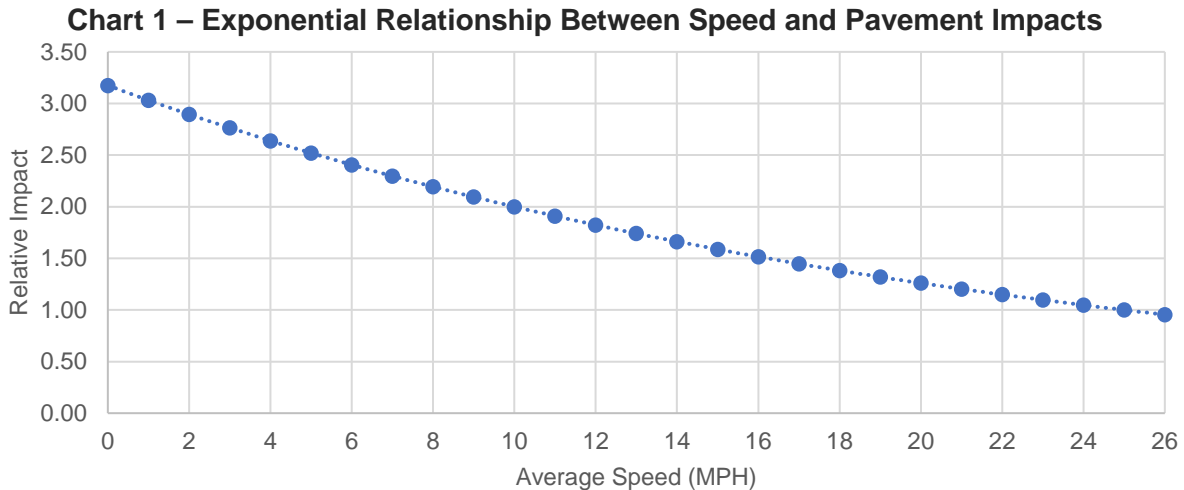
⁴ Our analysis assumes funding based on the City’s budgeted pavement maintenance costs as presented in the P-TAP under Scenario 2 “Maintaining PCI 62”.

⁵ “All other trucks” means all vehicles with high loading and impact on street pavement other than solid waste vehicles.

of solid waste collection vehicles may be as high as 8,000-9,000 times the impact of passenger cars; thus, our assumed ESAL of “1” for garbage collection vehicles is on the low end of the reasonable range of ESALs for such vehicles.

Speed Impact

Impacts to flexible pavements (which are typical for residential streets) are also influenced by vehicle speeds, with impacts being exponentially higher when a load carrying vehicle is moving at a very slow speed.⁶ This is demonstrated in Chart 1, below.



Unlike typical traffic on residential streets, which tends to travel at or near the posted speed limit (25 miles per hour [mph] in the City), solid waste vehicles slow and stop for collection in front of each household, averaging approximately 4 mph to 8 mph.⁷ At these low speeds, and as shown in Chart 1, vehicles have approximately 2.2 to 2.6 times the impact to the pavement than they would travelling only at the 25 mph speed limit.

In this Study we conservatively assume that solid waste vehicles in the City may be travelling at a faster 10 mph average speed, and we thus assume that the relative impact of speed is a factor of 2, not the higher 2.2 to 2.6 factors corresponding with slower speeds as noted above. We apply this speed factor of 2 as a multiplier to the ESAL loading for solid waste collection vehicles in our analysis of impacts to residential streets only; the factor is not applied to the ESAL loading for arterial and collector streets, as those streets are not typically comprised of flexible pavements, solid waste collection vehicles stop less frequently on those streets (and thus have a higher average speed).

Vehicle Passes Per Day

By estimating the number and type of vehicles (i.e., solid waste collection vehicles, automobiles, and all other trucks) that travel on a street, and the average pavement impacts (measured in

⁶ Effect of truck speed on the response of flexible pavement systems to traffic loading; International Journal of Pavement Engineering, July 2020; Michael R. S. Mshali and Wynand JvdM. Steyn.

⁷ Real-world activity, fuel use, and emissions of heavy-duty compressed natural gas refuse trucks; Science of the Total Environment 761, 2021; Gurdas S. Sandhu, H. Christopher Frey, Shannon Bartelt-Hunt, Elizabeth Jones.

ESAL loading) associated with each vehicle type (described in the prior subsection), the total impacts that the pavement will experience can be estimated in a mathematical calculation. Our analysis makes informed assumptions about the number of vehicle passes (meaning trips down streets) by type for the two major types of streets identified by the City in its P-TAP. Those two types of streets are: high traffic volume streets (namely arterial and collector streets) and low traffic volume streets (residential streets). Specific data for the City relating to the number of vehicle passes per day and the proportion of those passes that are comprised of trucks was not available for this Study.

For the low traffic residential streets, we used an estimate of 1,500 vehicle passes per day, which is larger than the 750 passes per day previously estimated by the City in the 2020 Vehicle Impact Fee Study. Using the higher figure of 1,500 passes per day reduces the proportionate impact from the Contractor’s solid waste collection vehicles and is thus more conservative than the calculation using 750 passes per day. We also estimated that 5% of residential traffic trips were made by trucks, and that value is higher than the 2% used in the prior study. While the prior 2% figure was validated by City Engineer, for the purposes of this study we use the higher 5% because it is more conservative than the 2% figure in that it also reduces the proportionate impacts from the Contractor’s solid waste collection vehicles.

For arterial and collector streets, we used an estimate of 15,000 passes per day, which is the same value used in the prior study. For the percentage of those trips that are trucks, we used a calculated value based on comparative traffic counts from the City of Torrance in 2023 (Attachment 3) and which is the same dataset that we used to estimate the average ESAL for “All other trucks” in Table 5. Attachment 3 calculates the average daily traffic counts for all vehicles on commercial streets in that city, with 87.7% of the average daily traffic count being comprised of passenger cars and motorcycles and the remaining 12.3% being comprised of trucks. For the purposes of this Study, we have assumed an even higher percentage of arterial and collector street traffic being trucks, at 15% of the average daily traffic. As with the prior assumptions, this value is conservative in that it returns a low proportionate value for the impacts to streets from the Contractor’s solid waste vehicles. Table 6, below, is a summary of the average daily vehicles passes and the percentage that are trucks assumptions used in this Study.

Table 6 – Vehicle Passes Per Day by Street Type

Street Type	Vehicle Passes Per Day	Percentage of Vehicle Passes That Are Trucks
Residential	1,500	5%
Arterial and Collector	15,000	15%

Vehicle Passes By Vehicle Type

The variables described in the prior subsection provide the overall number of vehicle passes per day, and the percentage of those passes that are trucks. To isolate the vehicle loading impacts to pavement associated with solid waste collection vehicles we need to determine the number of passes that those vehicles make per day. This is a relatively simple calculation based on the weekly schedule of collections for solid waste collection services. For the low traffic residential streets, solid waste collection operations are on a weekly schedule. Since weekly collections are on both sides of the street, each street is driven twice (once in each direction) by a minimum of

one of each type of solid waste collection vehicle. For the purposes of this Study, we assume that each solid waste collection and vehicle makes two passes per week, or 0.286 passes per day on residential streets. This value does not account for the fact that some streets are driven on during non-route days so that collection vehicles can access streets on a given route, meaning that the actual average passes per week in the City must be higher than stated above. Using the lower passes per week is conservative in that it returns a lower result for the street impacts from the Contractor’s solid waste vehicles. For the high traffic arterial and collector streets, which are primarily commercial, the schedule for solid waste collection can vary. Solid waste collection services may be provided up to five or six times a week for larger waste generators and may be as low as weekly for smaller generators. Additionally, because solid waste generators in commercial areas are not all on the same collection schedules as residential accounts are, vehicles in commercial areas pass over the same streets multiple times to serve accounts with different collection schedules.

For the purposes of this Study, for arterial and collector streets, we assume that solid waste collection vehicles collecting garbage for landfill disposal pass over each street two times per day (once in each direction), while solid waste collection vehicles for organics and recycling pass over each street once per day (one half in each direction). Total passes for organics and recycling collection vehicles are less because it is generally the case that service levels for garbage are at least twice those of the corresponding organics or recycling service level. As with the number of passes on residential streets, this value does not account for the fact that some streets are driven on during non-route days so that collection vehicles can access streets on a given route, meaning that the actual average passes per week in the City must be higher than stated above. Using the lower passes per week is conservative in that it returns a lower result for the pavement impacts from the Contractor’s solid waste vehicles.

The number of passes per day for the remaining vehicle types – automobiles and other trucks – are simply calculated as a function of the total number of daily passes, the total number of those that are trucks (based on the percentages discussed in the prior section), and the number of passes for solid waste collection vehicles. For example, for the City’s residential streets, given the assumed 1,500 passes per day and 5% (75) of those being trucks, there are 1,425 automobile passes per day (1,500 x 95%). With three types of solid waste collection vehicles each passing 0.286 times per day (as described above), the total passes per day are 0.857 (3 x 0.286). The number of passes for all other trucks is 74.143 (150 minus 0.857). Table 7, below, provides a summary of vehicle passes per day by street type.

Table 7 – Vehicle Passes Per Day by Vehicle Type and Street Type

Vehicle Type	Residential Streets	Arterial and Collector Streets
Automobiles (Passenger Cars)	1,425.000	12,750.000
Average of All Other Trucks	74.143	2,247.143
Solid Waste Vehicle (Garbage)	0.286	1.429
Solid Waste Vehicle (Organics)	0.286	0.714
Solid Waste Vehicle (Recycling)	0.286	0.714
Total	1,500	15,000

Percentage of Streets by Type

A final variable that needs to be addressed in the percentage of streets by type. This information is included in the City’s P-TAP, including the relative area by street type, as shown in Table 8, below.

Table 8 – Percentage of Streets by Type

Street Type	Area (Square Yards)	Percentage of Area
Residential	1,740,000	58.5%
Arterial	666,700	22.4%
Collector	568,000	19.1%
Total	2,974,700	100%

Analysis

Percentage Impact for Solid Waste and Street Sweeping Vehicles by Street Type

With the variables for ESAL by vehicle type, the multiplication factor for the relative impacts of speed for solid waste collection vehicles on residential streets, and the number of passes by vehicle type established, we then calculate the relative percentage impact associated with each vehicle type. This is calculated as a function of ESAL multiplied by speed factor (residential streets only) multiplied by the number of weekly passes, multiplied by ESAL, with the product being the total vehicle loading pavement impact by vehicle type per week. Totaling the weekly total vehicle loading by vehicle types yields the total estimated loading experienced by each street type (residential vs. arterial and collector). From there, we calculate the percentage contribution to total vehicle loading for solid waste collection vehicles, which is the total weekly ESAL loading associated with solid waste collection vehicles divided by the total ESAL loading for the street. Table 9, below, and Table 10, on the following page, show these calculations and the results.

Table 9 – Calculation of Solid Waste Pavement Impacts – Residential Streets

	A	B	C	D	E	F
Vehicle Type	Average ESAL / Vehicle (Per Table 5)	Relative Impact from Speed	Passes / Day / Vehicle Type (Per Table 7)	Passes / Week / Vehicle Type (C x 7)	Total Weekly ESAL Loading (A x B x D)	Percent of Total ESAL Loading (E / 27.85)
Automobiles	0.0008	1x	1,425.000	9,975	7.98	28.65%
All Other Trucks	0.0171	1x	74.143	519	8.87	31.86%
Garbage Vehicles	1.0000	2x	0.286	2	4.00	14.36%
Organic Material Vehicles	1.0000	2x	0.286	2	4.00	14.36%
Recycling Vehicles	0.7500	2x	0.286	2	3.00	10.77%
Total			1,500	10,500	27.85	100%

As shown in Table 9, for the City’s residential streets we calculated the percentage impacts for solid waste vehicles to be 39.49% of total impacts to residential street pavement (14.36% times 2 plus 10.77%)

Table 10 – Calculation of Solid Waste Vehicle Impacts – Arterial and Collector Streets

	A	B	C	E	F
Vehicle Type	Average ESAL / Vehicle (Per Table 5)	Passes / Day / Vehicle Type (Per Table 7)	Passes / Week / Vehicle Type (B x 7)	Total Weekly ESAL Loading (A x C)	Percent of Total ESAL Loading (E / 359.13)
Automobiles	0.0008	12,750.000	89,250	71.40	19.88%
All Other Trucks	0.0171	2,247.143	15,730	268.98	74.90%
Garbage Vehicles	1.0000	1.429	10	10.00	2.78%
Organic Material Vehicles	1.0000	0.714	5	5.00	1.39%
Recycling Vehicles	0.7500	0.714	5	3.75	1.04%
Total		15,000	105,000	359.13	100%

For the City’s arterial and collector streets, Table 10 calculates the percentage impact from solid waste vehicles to be 5.22% of the total impacts (2.78% plus 1.39% plus 1.04%).

Average Annual Pavement Expenses

Per the P-TAP report, the City is projected to spend \$4.2 million per year on pavement repair, maintenance, and rehabilitation. Additionally, the City spends approximately \$187,000 annually for spot repair work not included in the P-TAP. Therefore, the total annual estimated City costs for pavement repair are \$4,387,000.

Average Annualized Deferred Maintenance

In addition to contributing to annual pavement maintenance and rehabilitation costs, solid waste vehicles also contribute to deferred maintenance. The P-TAP report projects that deferred maintenance will increase by \$15.3 million from 2023 to 2027, which is \$3,830,500 annually.

Reduction for Pavement Subsurface Impacts

Expenditures for pavement maintenance repair impacts to pavement caused by vehicles, trench cutting and subsurface activities, as well as the environmental impacts associated with those same sources of primary impacts. We roughly estimate the impacts of trench cutting and subsurface activities on the City’s streets to be 10% of all pavement repair, maintenance, and rehabilitation costs. This leaves 90% of the average annual pavement management costs and average annualized deferred maintenance needs associated with vehicle impacts. This is demonstrated in Table 11, on the following page.

Table 11 – Average Annual Pavement Impacts from Vehicles

Category	Amount of Impacts from All Sources	Reduction for Subsurface Activities	Amount of Pavement Impacts from Vehicles
Average Annual Pavement Expenses	\$4,387,000	-10%	\$3,948,000
Average Annualized Deferred Maintenance	\$3,830,000	-10%	\$3,447,000
Total	\$8,217,000	-10%	\$7,395,000

Table 12 shows the breakdown of the average annual pavement impacts from all vehicles by street type, using the total from Table 11 above.

Table 12 –Total Pavement Impacts from Vehicles by Street Type

Variable	Residential	Arterial and Collector	Total
Percentage of Streets by Type (From Table 8)	58.5%	41.5%	100%
Annual Pavement Impacts from Vehicles	\$4,326,000	\$3,069,000	\$7,395,000

Total Annual Pavement Impacts

Calculating the total annual Pavement Impacts using the variables, estimates and assumptions from the prior section is a function of multiplication, as shown in Table 13, below.

Table 13 – Calculation of Total Pavement Impacts from Contractor’s Vehicles

Variables	Residential	Arterial and Collector	Grand Total
Annual Pavement Impacts from Vehicles (From Table 12)	\$4,326,000	\$3,069,000	
Percentage Impacts from Contractor’s Vehicles (From Tables 9 and 10)	39.49%	5.22%	
Total	\$1,708,000	\$160,000	\$1,868,000

3. Findings and Conclusions

Franchise Fee

- » The FY 2022-23 Franchise Fee paid to the City was \$2,757,168 and the projection for FY 2023-24 is \$2,929,000.
- » R3 calculated reasonable estimates of the City's Costs and Property Use Charges based on actual and estimated cost information provided by the City, and with reasonable and conservative assumptions for estimated values.
- » The sum of FY 2023-24 annual City's Costs (\$1,904,000) and Property Use Charges (\$1,173,000) amounts calculated in this Study is \$3,077,000.
- » The calculated amounts bear a reasonable relationship to the Contractor's burdens on the City resulting from the management and administration of the Agreement and the sanitation system, and the reasonable value of the Contractor's use of the public right-of-way. The City's Costs have been reviewed and confirmed by City staff as being representative of the actual time and costs incurred for these activities. Amounts of Property Use Charges are proportionately allocated to the Contractor with due recognition of the realities of the Contractor's operations.
- » The amounts calculated in this Study are \$148,000 (5%) higher than the projected FY 2023-24 Franchise Fee payments. It is highly unlikely, given the justification provided herein, that FY 2023-24 Franchise Fee payments will exceed the amounts calculated in this Study.
- » The projected FY 2023-24 Franchise Fee is less than would be justified by the calculations in this Study.
- » The Franchise Fee therefore is not more than necessary to cover the City's reasonable costs incurred in managing and administering the Agreement and the sanitation system plus the reasonable value of the Contractor's use of the public right-of-way.

Vehicle Impact Fee

- » The Vehicle Impact Fee paid to the City annually is \$1,480,600.
- » R3 calculated reasonable estimates of the Pavement Impacts from Contractor's solid waste collection vehicles based on quantifiable impacts from such vehicles.
- » The amount of Pavement Impacts calculated in this Study is \$1,868,000.
- » The amount calculated Pavement Impacts bear a reasonable relationship to the Contractor's burdens on the City resulting from the pavement impacts caused by Contractor's solid waste collection vehicles. Calculations of Pavement Impacts have been proportionately allocated to the Contractor with due recognition of the impacts from loading, speed, number of trips, and other causes of pavement repair, maintenance, and rehabilitation needs.
- » The amounts calculated in this Study are \$387,400 (26%) higher than the Vehicle Impact Fee.
- » The Vehicle Impact Fee is less than would be justified by the calculations in this Study.
- » The Vehicle Impact Fee there is not more than necessary to cover the City's reasonable costs incurred for repair, maintenance, and rehabilitation of pavement.

4. Recommendations

Annual Adjustments

All values calculated in this Study are in current FY 2023-24 dollars. Given that the City's Costs, Property Use Charges, and Pavement Impacts will all tend to change over time in response to changing staffing, benefits, and other costs, it would be appropriate for the City to implement an annual adjustment to the Franchise Fee and Vehicle Impact Fee.

- » We recommend that the City consider including an automatic annual adjustment that would change the fees in proportion to the percentage change in the Consumer Price Index (CPI). We recommend the CPI for All Urban Consumers (CPI-U) for the San Francisco Bay Area (U.S. Bureau of Labor Statistics series ID: CUURS49BSA0).

Sources and Uses Accounting

Currently, the City's Costs and Property Use Charges are not tied to Franchise Fee revenues in the City's accounting system. The City could implement project code accounting and/or enterprise fund accounting for the Franchise Fee to better track source revenues and their uses. In either case, allocated and/or direct staffing and other costs could be tied to source revenues, while the Property Use Charges could be transferred out for general use.

- » We recommend that the City consider implementing sources and uses accounting practices for Franchise Fee revenues, City's Costs, and Property Use Charges.⁸

Periodic Recalculation

Over time, the City's Costs associated with the Agreement and the sanitation system, the value of Property Use Charges for use of the public right-of-way, and the annualized costs associated with Pavement Impacts from the Contractor's solid waste collection vehicles may change in ways that vary from the annual change in the CPI. Additionally, changes in City policies, programs, procedures, organization, geopolitical boundaries, laws, regulations, court rulings, and/or other factors may also trigger a need for recalculating fees.

- » We recommend that the City consider updating this Study periodically (e.g., every five years) or more frequently if needed to recalculate fees in response to other factors.

⁸ The Vehicle Impact Fee is recorded as revenue in the Gas Tax fund, from which pavement repair, maintenance and rehabilitation costs are paid.

Appendix D

D-25

Table D.21. Worksheet for Calculating 18-kip Equivalent Single Axle Load (ESAL) Applications



































Location <u>Example 1</u>		Analysis Period = <u>20</u> Years			
		Assumed SN or D = <u>9"</u>			
Vehicle Types	Current Traffic (A)	Growth Factors (B)	Design Traffic (C)	E.S.A.L. Factor (D)	Design E.S.A.L. (E)
Passenger Cars	5,925	2% 24.30	52,551,787	.0008	42,041
Buses	35	24.30	310,433	.6806	211,280
Panel and Pickup Trucks	1,135	24.30	10,066,882	.0122	122,816
Other 2-Axle/4-Tire Trucks	3	24.30	26,609	.0052	138
2-Axle/6-Tire Trucks	372	24.30	3,299,454	.1890	623,597
3 or More Axle Trucks	34	24.30	301,563	.1303	39,294
All Single Unit Trucks					
3 Axle Tractor Semi-Trailers	19	24.30	168,521	.8646	145,703
4 Axle Tractor Semi-Trailers	49	24.30	434,606	.6560	285,101
5+ Axle Tractor Semi-Trailers	1,880	24.30	16,674,660	2.3719	39,550,626
All Tractor Semi-Trailers					
5 Axle Double Trailers	103	24.30	913,559	2.3187	2,118,268
6+ Axle Double Trailers	0	24.30			
All Double Trailer Combos					
3 Axle Truck-Trailers	208	24.30	1,844,856	.0152	28,042
4 Axle Truck-Trailers	305	24.30	2,705,198	.0152	41,119
5+ Axle Truck-Trailers	125	24.30	1,108,688	.5317	589,489
All Truck-Trailer Combos					
All Vehicles	10,193		90,406,816	Design E.S.A.L.	43,772,314

FHWA Truck Classes

FEDERAL HIGHWAY ADMINISTRATION

Class	Type	EALF
1	Motorcycles	negligible
2	Passenger Cars	negligible
3	Other Two-Axle, Four-Tire Single Unit Vehicles	negligible
4	Buses	0.57
5	Two-Axle, Six-Tire, Single Unit Trucks	0.26
6	Three-Axle Single Unit Trucks	0.42
7	Four or More Axle Single Unit Trucks	0.42
8	Four or Less Axle Single Trailer Trucks	0.30
9	Five-Axle Single Trailer Trucks	1.20
10	Six or More Axle Single Trailer Trucks	0.93
11	Five or Less Axle Multi-Trailer Trucks	0.82
12	Six-Axle Multi-Trailer Trucks	1.06
13	Seven or More Axle Multi-Trailer Trucks	1.39

FHWA's 13 Vehicle Category Classification

<p>Class 1 Motorcycles</p>		<p>Class 7 Four or more axle, single unit</p>	
<p>Class 2 Passenger cars</p>		<p>Class 8 Four or less axle, single trailer</p>	
			
			
			
<p>Class 3 Four tire, single unit</p>		<p>Class 9 5-Axle tractor semitrailer</p>	
			
			
<p>Class 4 Buses</p>		<p>Class 10 Six or more axle, single trailer</p>	
			
			
<p>Class 5 Two axle, six tire, single unit</p>		<p>Class 12 Six axle, multi-trailer</p>	
			
			
<p>Class 6 Three axle, single unit</p>		<p>Class 13 Seven or more axle, multi-trailer</p>	
			
			

Source: Federal Highway Administration (TMG 2013).

**RESIDENTIAL ESAL CALCS
SOLID WASTE**

MODEL AXLE WEIGHT DISTRIBUTIONS					
Empty		Full (Average Payload)		Half Full	
Front	50%	Front	35.8%	Front	43%
Rear	50%	Rear	64.2%	Rear	57%

MODEL AXLE WEIGHTS					
Empty		Full (Average Payload)		Half Full	
Total Weight	32,620	Total Weight	48,700	Total Weight	40,660
Front	16,276	Front	17,420	Front	16,848
Rear	16,344	Rear	31,280	Rear	23,812
	32,620		48,700		40,660

Payload
16,080
8.04

DETERMINE SAE OF SOLID WASTE VEHICLES

						Gross Axle Weight	SAE Equivalents		
							Single Axle	Double Axle	Triple Axle
						6,000	0.010	0.001	0.0003
						8,000	0.034	0.003	0.001
						10,000	0.088	0.007	0.002
						12,000	0.189	0.014	0.003
						14,000	0.360	0.027	0.006
						16,000	0.623	0.047	0.011
						18,000	1.000	0.077	0.017
						20,000	1.510	0.121	0.027
						22,000	2.180	0.180	0.04
						24,000	3.030	0.260	0.057
						26,000	4.090	0.364	0.08
						28,000	5.390	0.495	0.109
						30,000	6.970	0.658	0.145
						32,000	8.880	0.857	0.191
						34,000	11.180	1.095	0.246
						36,000	13.930	1.380	0.313
						38,000	17.200	1.700	0.393
						40,000	21.080	2.080	0.487
						42,000	25.640	2.510	0.597
Empty									
<u>Single Front</u>		<u>Double Rear</u>							
weight	16,276	weight	16,344	Total SAE=					
SAE	0.675	SAE	0.052			0.727			
Full									
<u>Single Front</u>		<u>Double Rear</u>							
weight	17,420	weight	31,280	Total SAE=					
SAE	0.891	SAE	0.771			1.662			
						Average =			
							1.195		
Half Full									
<u>Single Front</u>		<u>Double Rear</u>							
weight	16,848	weight	23,812	Total SAE =					
SAE	0.783	SAE	0.252			1.035			

**RESIDENTIAL ESAL CALCS
RECYCLABLES**

MODEL AXLE WEIGHT DISTRIBUTIONS					
Empty		Full (Average Payload)		Half Full	
Front	50%	Front	41.5%	Front	46%
Rear	50%	Rear	58.5%	Rear	54%

MODEL AXLE WEIGHTS					
Empty		Full (Average Payload)		Half Full	
Total Weight	32,620	Total Weight	40,640	Total Weight	36,630
Front	16,276	Front	16,847	Front	16,561
Rear	16,344	Rear	23,793	Rear	20,069
	32,620		40,640		36,630

Payload
8,020
4.01

DETERMINE SAE OF RECYCLING VEHICLES						Gross Axle Weight	SAE Equivalents		
							Single Axle	Double Axle	Triple Axle
						6,000	0.010	0.001	0.0003
						8,000	0.034	0.003	0.001
						10,000	0.088	0.007	0.002
Empty						12,000	0.189	0.014	0.003
Single Front						14,000	0.360	0.027	0.006
Double Rear						16,000	0.623	0.047	0.011
weight	16,276	weight	16,344	Total SAE=		18,000	1.000	0.077	0.017
SAE	0.675	SAE	0.052		0.727	20,000	1.510	0.121	0.027
						22,000	2.180	0.180	0.04
Full						24,000	3.030	0.260	0.057
Single Front						26,000	4.090	0.364	0.08
Double Rear						28,000	5.390	0.495	0.109
weight	16,847	weight	23,793	Total SAE=	1.034	30,000	6.970	0.658	0.145
SAE	0.783	SAE	0.252			32,000	8.880	0.857	0.191
						34,000	11.180	1.095	0.246
						36,000	13.930	1.380	0.313
Half Full						38,000	17.200	1.700	0.393
Single Front						40,000	21.080	2.080	0.487
Double Rear						42,000	25.640	2.510	0.597
weight	16,561	weight	20,069	Total SAE =	0.784				
SAE	0.729	SAE	0.056						
						Average =	0.881		

RESIDENTIAL ESAL CALCS
GREEN WASTE

MODEL AXLE WEIGHT DISTRIBUTIONS					
Empty		Full (Average Payload)		Half Full	
Front	50%	Front	35.8%	Front	43%
Rear	50%	Rear	64.2%	Rear	57%

MODEL AXLE WEIGHTS						Payload
Empty		Full (Average Payload)		Half Full		
Total Weight	32,620	Total Weight	47,100	Total Weight	39,860	14,480
Front	16,276	Front	17,306	Front	16,791	
Rear	16,344	Rear	29,794	Rear	23,069	
	32,620		47,100		39,860	8.04

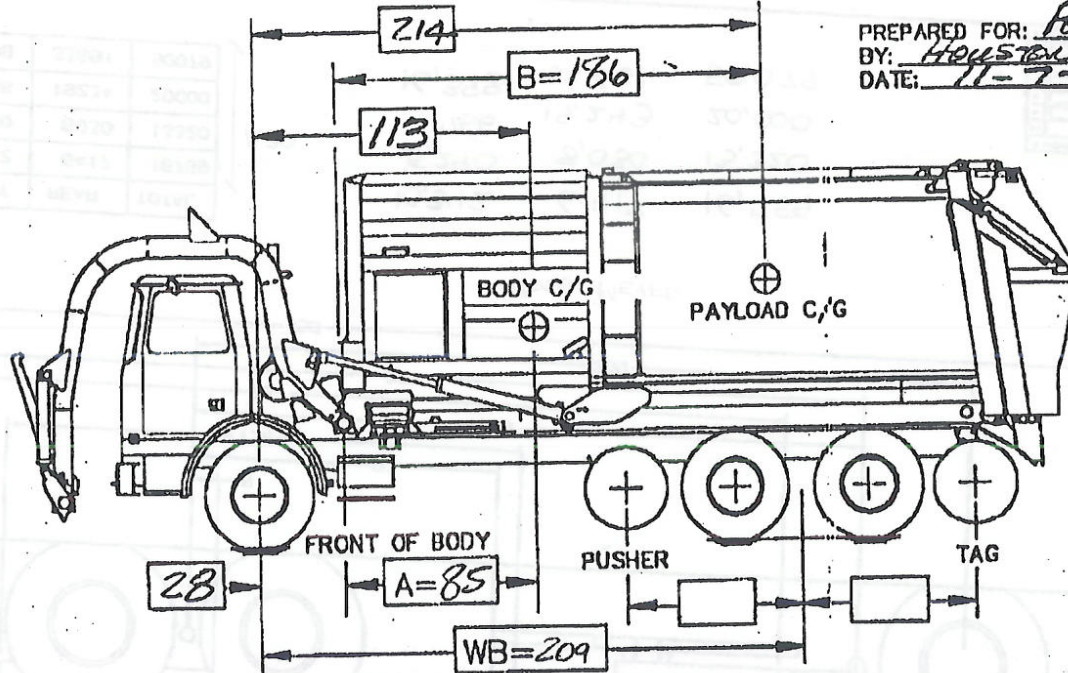
DETERMINE SAE OF YARD WASTE VEHICLES						Gross Axle Weight	SAE Equivalents		
							Single Axle	Double Axle	Triple Axle
						6,000	0.010	0.001	0.0003
						8,000	0.034	0.003	0.001
						10,000	0.088	0.007	0.002
Empty						12,000	0.189	0.014	0.003
Single Front						14,000	0.360	0.027	0.006
Double Rear						16,000	0.623	0.047	0.011
weight	16,276	weight	16,344	Total SAE=	0.727	18,000	1.000	0.077	0.017
SAE	0.675	SAE	0.052			20,000	1.510	0.121	0.027
						22,000	2.180	0.180	0.04
Full						24,000	3.030	0.260	0.057
Single Front						26,000	4.090	0.364	0.08
Double Rear						28,000	5.390	0.495	0.109
weight	17,306	weight	29,794	Total SAE=	1.510	30,000	6.970	0.658	0.145
SAE	0.869	SAE	0.641			32,000	8.880	0.857	0.191
						Average =	1.119		

					34,000	11.180	1.095	0.246
Half Full					36,000	13.930	1.380	0.313
<u>Single Front</u>		<u>Double Rear</u>			38,000	17.200	1.700	0.393
weight	16,791	weight	23,069		40,000	21.080	2.080	0.487
SAE	0.772	SAE	0.223	Total SAE =	42,000	25.640	2.510	0.597
								0.995

CHASSIS INFORMATION
 MAKE: Generic
 MODEL: COE
 WHEELBASE: 209
 USABLE C/TW: B4

BODY INFORMATION
 MODEL: DPF-E-WC
 CAPACITY: 28 CU. YD.
 PAYLOAD: 714 #/YD.

PREPARED FOR: Formula West
 BY: Houston Ratledge
 DATE: 11-7-01



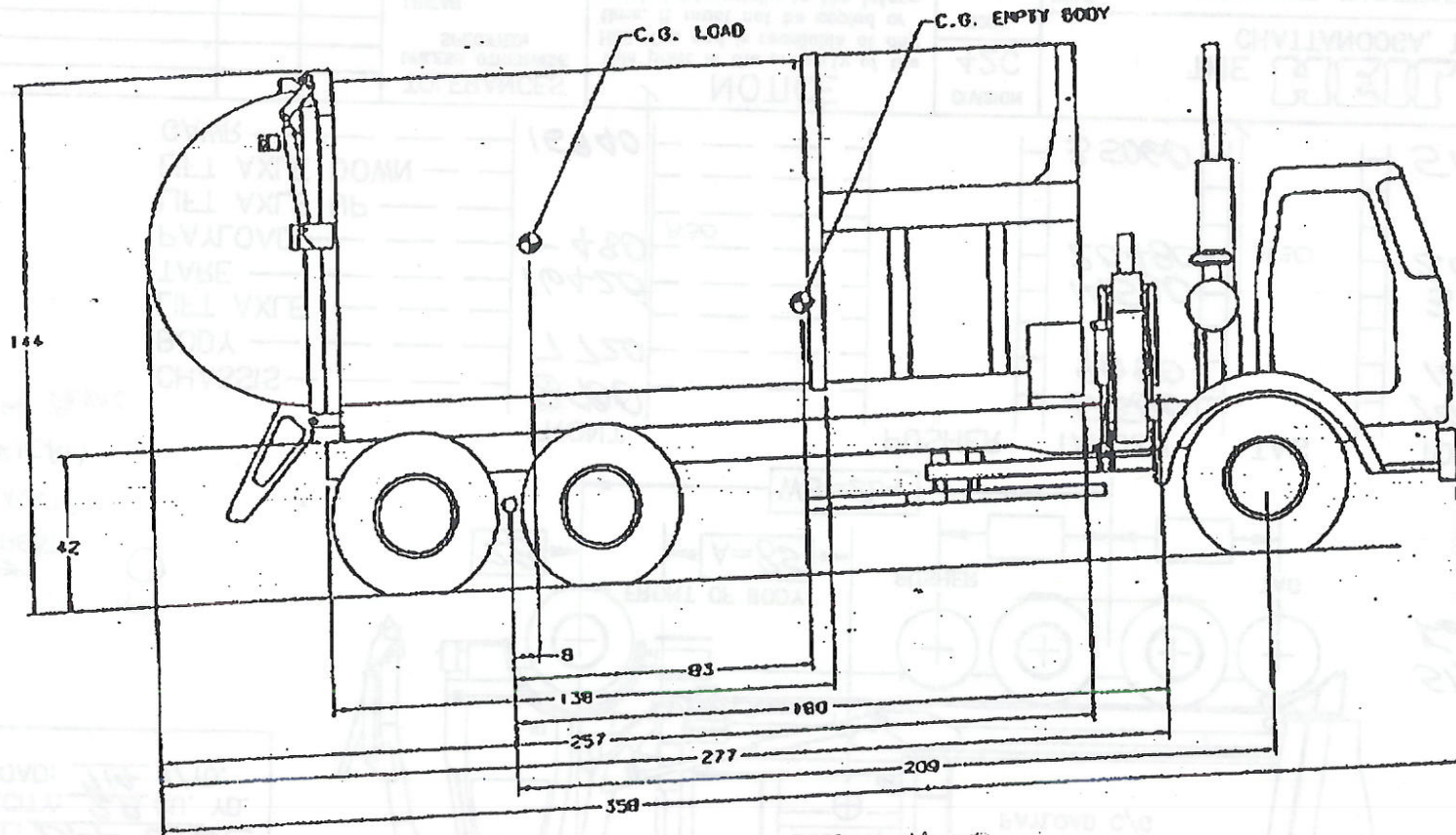
51,000 MAX
 Fed Bridge

HEIL
 GALBREATH
 ACCURATE
 AMERICAN
 GEN Bays

	FRONT	PUSHER	TANDEM	TAG	TOTAL
CHASSIS	8700		5500		14200
BODY	7720		9080		16800
LIFT AXLE			14580		31000
TARE	16420		20480		20000
PAYLOAD	-480				
LIFT AXLE UP					
LIFT AXLE DOWN					
GAWR	15940		35060		51000

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			LINEAR .XX = ± .08 .XXX = ± .030 ANGULAR = ± 1'		CODE M	TITLE: WEIGHT DISTRIBUTION FRONT LOADER	
			MATERIAL:	DATE: 07/18/94	SCALE: N/A	DRAWN BY: JHB	PART No. 701A7539
WAS	DATE	ECO No.					

27 YD LEACH CURBTENDER, FULL EJECT, OFF SET ARM ON WHITE EXPEDITOR



ROSS MEYER

	FRONT	REAR	TOTAL
CHASSIS	10342	6417	16759
BODY	5290	8030	13320
LOAD	766	19234	20000
TOTAL	16398	33691	50079

A30

10,342	6,417	16,759
5,290	8,030	13,320
766	19,243	20,000
16,398	33,681	50,079

LOADING DATA		WEIGHT DATA	
CHASSIS	16759	10342	6417
BODY	13320	5290	8030
LOAD	20000	766	19234
TOTAL	50079	16398	33691

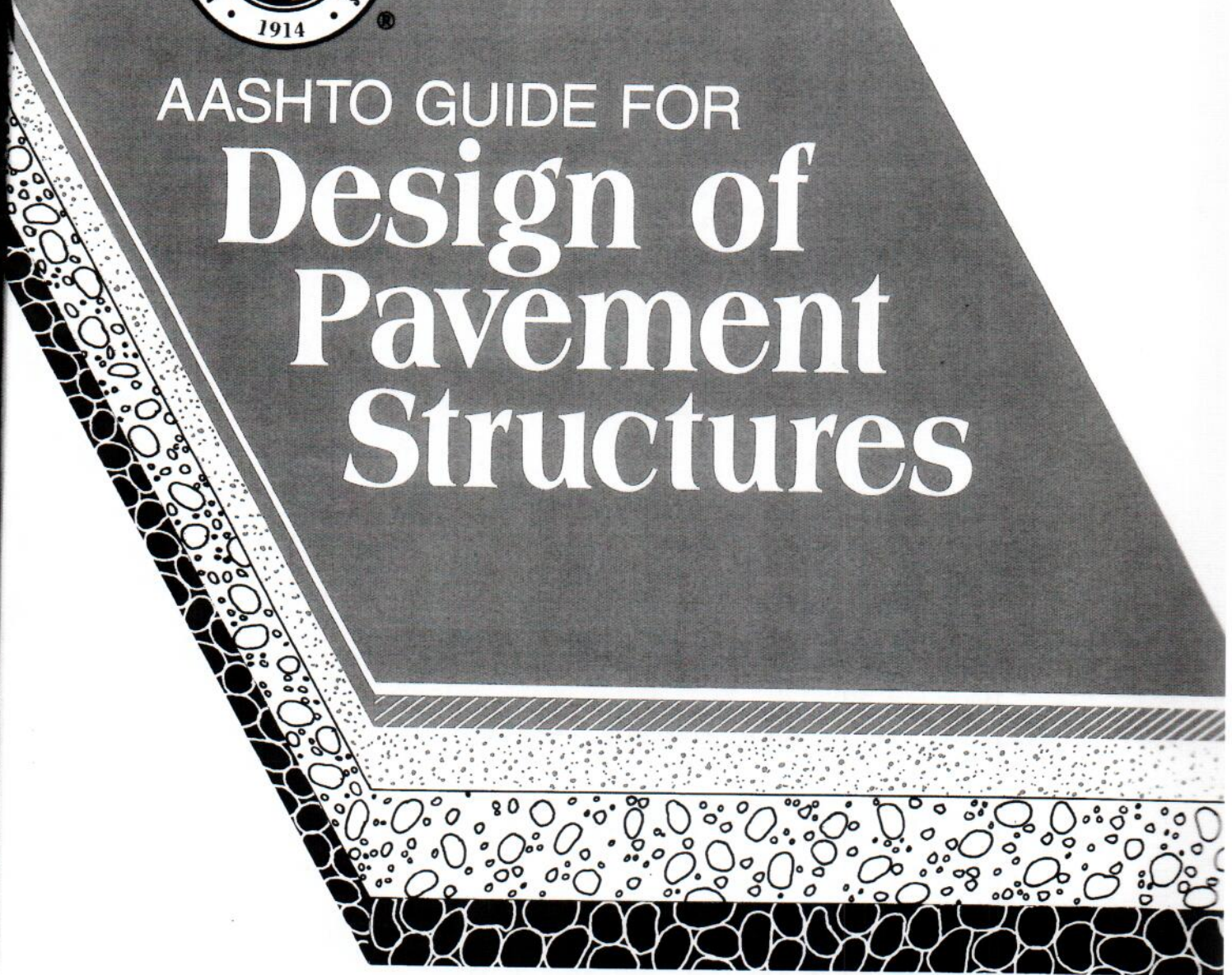
A31

P.12

'96 11:54 ARATA EQUIPMENT CO. 415 508-1011



AASHTO GUIDE FOR
**Design of
Pavement
Structures**



PUBLISHED BY THE
AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

D-6

Design of Pavem

Table D.4. Axle Load Equivalency Factors for Flexible Pavements, Single Axles and p_t

Axle Load (kips)	Pavement Structural Number (SN)				5
	1	2	3	4	
2	.0004	.0004	.0003	.0002	.0002
4	.003	.004	.004	.003	.002
6	.011	.017	.017	.013	.010 ✓
8	.032	.047	.051	.041	.034
10	.078	.102	.118	.102	.088
12	.168	.198	.229	.213	.189
14	.328	.358	.399	.388	.360
16	.591	.613	.646	.645	.623
18	1.00	1.00	1.00	1.00	1.00
20	1.61	1.57	1.49	1.47	1.51
22	2.48	2.38	2.17	2.09	2.18
24	3.69	3.49	3.09	2.89	3.03
26	5.33	4.99	4.31	3.91	4.09
28	7.49	6.98	5.90	5.21	5.39
30	10.3	9.5	7.9	6.8	7.0
32	13.9	12.8	10.5	8.8	8.9
34	18.4	16.9	13.7	11.3	11.2
36	24.0	22.0	17.7	14.4	13.9
38	30.9	28.3	22.6	18.1	17.2
40	39.3	35.9	28.5	22.5	21.1
42	49.3	45.0	35.6	27.8	25.6
44	61.3	55.9	44.0	34.0	31.0
46	75.5	68.8	54.0	41.4	37.2
48	92.2	83.9	65.7	50.1	44.5
50	112.	102.	79.	60.	53.

D-7

D.5. Axle Load Equivalency Factors for Flexible Pavements, Tandem Axles and p_t of 2.5

Pavement Structural Number (SN)					
1	2	3	4	5	6
.0001	.0001	.0001	.0000	.0000	.0000
.0005	.0005	.0004	.0003	.0003	.0002
.002	.002	.002	.001	.001✓	.001
.004	.006	.005	.004	.003	.003
.008	.013	.011	.009	.007	.006
.015	.024	.023	.018	.014	.013
.026	.041	.042	.033	.027	.024
.044	.065	.070	.057	.047	.043
.070	.097	.109	.092	.077	.070
.107	.141	.162	.141	.121	.110
.160	.198	.229	.207	.180	.166
.231	.273	.315	.292	.260	.242
.327	.370	.420	.401	.364	.342
.451	.493	.548	.534	.495	.470
.611	.648	.703	.695	.658	.633
.813	.843	.889	.887	.857	.834
1.06	1.08	1.11	1.11	1.09	1.08
1.38	1.38	1.38	1.38	1.38	1.38
1.75	1.73	1.69	1.68	1.70	1.73
2.21	2.16	2.06	2.03	2.08	2.14
2.76	2.67	2.49	2.43	2.51	2.61
3.41	3.27	2.99	2.88	3.00	3.16
4.18	3.98	3.58	3.40	3.55	3.79
5.08	4.80	4.25	3.98	4.17	4.49
6.12	5.76	5.03	4.64	4.86	5.28
7.33	6.87	5.93	5.38	5.63	6.17
8.72	8.14	6.95	6.22	6.47	7.15
10.3	9.6	8.1	7.2	7.4	8.2
12.1	11.3	9.4	8.2	8.4	9.4
14.2	13.1	10.9	9.4	9.6	10.7
16.5	15.3	12.6	10.7	10.8	12.1
19.1	17.6	14.5	12.2	12.2	13.7
22.1	20.3	16.6	13.8	13.7	15.4
25.3	23.3	18.9	15.6	15.4	17.2
29.0	26.6	21.5	17.6	17.2	19.2
33.0	30.3	24.4	19.8	19.2	21.3
37.5	34.4	27.6	22.2	21.3	23.6
42.5	38.9	31.1	24.8	23.7	26.1
48.0	43.9	35.0	27.8	26.2	28.8
54.0	49.4	39.2	30.9	29.0	31.7
60.6	55.4	43.9	34.4	32.0	34.8
67.8	61.9	49.0	38.2	35.3	38.1
75.7	69.1	54.5	42.3	38.8	41.7
84.3	76.9	60.6	46.8	42.6	45.6
93.7	85.4	67.1	51.7	46.8	49.7

CITY OF SAN RAFAEL

NOTICE OF PUBLIC HEARING BEFORE THE SAN RAFAEL CITY COUNCIL

You are invited to attend the City Council hearing on the following: consideration to approve maximum rates allowed by Marin Sanitary Service for refuse and recycling collection services.

DATE/TIME: Monday, December 18, 2023, at 7:00 p.m.

LOCATION: City Council Chambers, City Hall, 1400 Fifth Avenue, San Rafael, CA 94901

PURPOSE:

To consider a request by Marin Sanitary Service for a rate increase of 6.22% for refuse and recycling collection and services and to consider adopting a Resolution authorizing maximum rates to be charged by Marin Sanitary Service for the year 2024 and approving cost justifications for solid waste franchise fees.

WHAT WILL HAPPEN:

Staff will provide a presentation, members of the public can provide comments/questions, and the City Council will consider all public testimony, deliberate, and determine how to proceed with the recommendation provided by staff.

IF YOU CANNOT ATTEND:

You may submit comments regarding the proposed item by 4:00 p.m. the day of the hearing to Lindsay Lara, City Clerk, City of San Rafael, 1400 Fifth Avenue, San Rafael, CA 94901, or by email to city.clerk@cityofsanrafael.org. You can also hand deliver a letter prior to the public hearing. The City Clerk's office will forward your comments to the City Council and publish correspondence received to the agenda online. Comments received after 4:00 p.m. will be forwarded to the City Council and posted online the following day.

FOR MORE INFORMATION:

For additional information regarding the above, you may contact Cory Bytof, Sustainability Program Manager for the City of San Rafael at (415) 485-3407 or cory.bytof@cityofsanrafael.org. Office hours are Monday-Friday, 8:30 AM to 5:00 PM. You can also view the staff report after 4:00 p.m. on the Friday before the meeting at <https://www.cityofsanrafael.org/city-council-meetings/>

/s/ Lindsay Lara
Lindsay Lara
City Clerk
City of San Rafael

To be published in the Marin IJ twice: December 8, 2023 & December 13, 2023



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk/Community Development

**Prepared by: Lindsay Lara, City Clerk
Margaret Kavanaugh-Lynch,
Planning Manager**

City Manager Approval: _____

TOPIC: DESIGN REVIEW BOARD AND PLANNING COMMISSION CONSOLIDATION DISCUSSION

SUBJECT: REPORT ON DESIGN REVIEW BOARD AND PLANNING COMMISSION CONSOLIDATION

RECOMMENDATION:

Accept report and provide feedback to staff.

BACKGROUND:

The Design Review Advisory Committee was created in 1977 by the San Rafael Redevelopment Agency as an informal committee to respond to the high volume of development applications, delays in the processing of applications, and the quality of design review in response to the Downtown Beautification Project and the rapid development of East San Rafael. The Design Review Board (DRB) was officially established in May 1980 by Ordinance 1502 to formalize the Design Review Advisory Committee. When the DRB was established, its purpose was to serve as an advisory body to the City Council to review and formulate recommendations on development projects requiring environmental and design review permits and on other design matters referred to the DRB by the City Council, Planning Commission (Commission), or Planning Director.

Since the establishment of the DRB, there have been countless incredible volunteers who have assisted in provided design review expertise for significant San Rafael developments. However, over the last several years, new state legislation and modifications to the City’s Municipal Code allow for a more streamlined reviews of projects. Discussions regarding the potential dissolution of the DRB started in 2019 following the City Council’s recommendation to research the housing and development challenges in San Rafael. The Community Development Department presented a staff report in 2019, which included suggestions from several developers to dissolve the DRB, like the City of Mill Valley’s decision to do so a decade prior. Since 2019, a series of informational reports have been presented to the City Council. In 2020, the City Council approved a staff report recommending that staff pursue an amendment to the San Rafael Municipal Code to streamline development review and created a Design Review Advisory Committee (DRAC) as a one-year pilot program. Following the one-year pilot program, staff

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

recommended the dissolution of the DRAC due to the state legislature's adoption of new laws mandating streamlined review of residential projects. These laws include SB35, which requires local jurisdictions to establish objective design standards for a ministerial review process to provide more certainty for applicants in design review approval; the Housing Crisis Act of 2019 (SB 330, as amended by SB 8), which limits the number of meetings a city may hold to five for certain residential projects and mixed-use projects that are two-thirds residential by square footage; and, more recently, SB 9, which mandates a ministerial review for certain types of residential projects and lot splits. To implement new state laws, the City modified its procedures to process development applications. Following further analysis and research, in April 2022 staff modified the recommendation from 2020 that initially proposed a DRAC one year pilot program. The 2022 staff recommendation renamed the proposed one-year pilot program to "Streamlined Review for Certain Residential Projects". The DRAC approach was modified to no longer include a subcommittee of the DRB. On further review, it was determined a subcommittee was not needed for two representatives of the DRB to participate in the streamlined review. The City Council approved the recommendation in April 2022 for a new one-year pilot program with an additional streamlined review for new developments. The report indicated the effectiveness of the program would be assessed by staff with participation from the Commission, the DRB, and members of the public.

ANALYSIS:

The outcome of the pilot program resulted in fifteen canceled DRB meetings in 2023, fifteen cancellations in 2022, and five cancellations in 2021. Due to the State's recent housing legislation and the City's streamlined review process, staff now recommends the City Council consider dissolving the DRB and restructuring the Commission to include two new design professionals who would guide and advise the Commission at-large on design matters.

Staff recommends proposing a revised ordinance that amends the membership of the Planning Commission and redistributes the duties of the DRB among the Planning Commission, Zoning Administrator, and Community Development Director in a way that ensures the process and quality of design are not negatively impacted.

Proposed Design Review Board Transfer of Scope and Responsibilities

The DRB is an advisory body on legislative matters related to the following:

- Review all major physical improvements requiring environmental and design review permits, except that an alternate streamlined review process may be allowed for certain eligible projects by ordinance or resolution of the city council.
- Review other design matters, including minor physical improvements or administrative design permits, referred to the board by the Community Development Director or City Council.
- Provide professional design analysis, evaluation and judgment as to the completeness, competence and appropriateness of development proposals for the use and setting and to recommend approval, approval with conditions, redesign or denial based on design standards adopted by the City Council.

If the DRB were to be dissolved, the DRB's advisory duties to review and make recommendations on environmental and design permits and other design matters would need to be redistributed.

Planning Commission Composition/Membership/Eligibility

Staff recommends the design review of major projects be assigned to the Planning Commission, with the composition to include two new design professionals. Staff recommends that the membership of the Planning Commission be modified as follows:

- 4 District Representatives
- 1 At-large Commissioner
- 1 At-large Commissioner
- 1 At-large Commissioner (Licensed Architect)
- 1 Alternate Member (Licensed Architect)

This approach requires one at-large member who is a licensed architect and an alternate member who is a licensed architect. This recommendation does not preclude opportunities for additional professional design experts to serve on the Commission because design professionals, including a licensed architect, may apply and serve in a district or at-large seat.

Next Steps

Once staff receive feedback from the DRB, Planning Commission, City Council and the community on staff's recommendations, staff will return to the City Council in January 2024 with an Ordinance proposing to amend the Municipal Code, based on the direction received from the City Council.

COMMUNITY ENGAGEMENT:

Staff contacted members of the DRB and the Commission to inform them of the recommendation coming forward at a future City Council meeting and requested input from members. Staff contacted real estate developers, brokerage firms, and stakeholder organizations to seek their input as well. All correspondence received is included in Attachment 5. In addition, notice for a hearing to consider an ordinance on this subject was published in the Marin IJ, published on the City's website, and posted outside of City Hall.

FISCAL IMPACT:

There is no fiscal impact associated with the acceptance of this report; however, if the direction is to proceed with the consolidation of these BCCs, it would result in a reduction in the administrative costs associated with the DRB.

Re: Fw: Elimination of San Rafael Design Review Board and Consolidation with the Planning Commission

Aldo Mercado [REDACTED]

Tue 12/12/2023 10:29 AM

To:Lindsay Lara [REDACTED]

Hi Lindsay

Great seeing you as well. Should the City decide to consolidate the DR Board and the PC you may have to weigh the technical discussions that have been with the DR against the policy discussions that the PC many times addresses. This may create a tension on certain items where the policy analysis does not align with the design comments. for those PC members that are not design experts it may also create a tendency of having more reliance on the design experts' input on various parts of the project. This kind of discussion may not be a problem but could create a perception issue in that certain members of the PC (those with the design expertise) have more sway on a project. Also as a matter of timing I can see meetings going longer than previously because of all the issues that need to be addressed. it may be helpful to have guidelines on how meetings will be structured and how projects will be analyzed.

Aldo

RE: Elimination of San Rafael Design Review Board and Consolidation with the Planning Commission

Joanne Webster [REDACTED]

Wed 12/13/2023 9:51 AM

To: Lindsay Lara [REDACTED]

Hi Lindsay,

It is so nice to hear from you and I'm glad you found me. Reach out anytime.

I do believe this is a trend in local government processes- streamlining project reviews by combining DRB and PC and I support that. We have seen success in this already. The only time I think DRB may be needed would be on very large, once in a lifetime type of projects like the transit center or maybe even NG. I think hiring specific project planners also for these large projects is needed and helpful too. They can walk the applicant thru a lot of processes (like DRB) and help city staff.

My two cents.

Have a very happy holiday.

Joanne

Joanne Webster

Incoming President and CEO

North Bay Leadership Council

775 Baywood Drive, Suite 101

Petaluma, CA 94954

(707) 283-0028



Consolidation of the Design Review Board and Planning Commission

Karen Strolia [REDACTED]

Thu 12/14/2023 10:57 AM

To: Distrib- City Clerk <City.Clerk@cityofsanrafael.org>

Hi Lindsay,

Here is my comment for Monday's meeting. Let me know if you have any questions or need anything else from me.

One of the continued goals of the Chamber of Commerce is to create more housing within the City for our businesses and its workforce. Over the last five years the Chamber has advocated for a more streamlined approval process for development projects that lead to a strong economic climate. For these reasons, the Chamber would very much support the dissolution of the Design Review Board allowing for a more refined process that could be handled by both City staff and the Planning Commission. Many times, the lengthy process can deter development or cause approved projects to sit and languish due to the rising costs that incur due to lengthy approval timelines. We have also seen that the extended timelines create substantial monetary loss to developers within the city so eliminating any unnecessary hurdles makes the City of San Rafael a more desirable place to build.

Sincerely,

Karen Strolia

President & CEO



817 Mission Ave. San Rafael, CA 94901

Phone: (415) 454-4163 x 101

My Suggestions Regarding the Design Review Board

Michael [REDACTED]

Tue 11/21/2023 10:32 AM

To: City Clerk <City.Clerk2@cityofsanrafael.org>

Cc: Michael [REDACTED]

Dear Alicia and Lindsay,

Please find my comments regarding the proposed dissolution of the DRB to share with Mayor Kate and the Council.

Dear Mayor Kate and Council Members:

Given the recent state legislation that has tied the hands of the City and specifically the Design Review Board from being able to suggest meaningful and significant design changes to new proposed building projects, I understand staff's proposal to disband the DRB.

For us residents, it is sad that the City does not have the legal means to ensure that any new residential project is SPECIFICALLY appropriate for the neighborhood in scale and design, aesthetically pleasing, and a positive architectural addition to the City. I worry that without some sort of oversight or tightened standards, we may return to the era of the 70's and 80's when many ugly, inappropriate and repulsive buildings were built in San Rafael, which we still suffer with to this day.

What about the standards and laws that apply to commercial building design as well? Do we want to relinquish control over new office or retail towers?

I would strongly recommend that the City Council at the very least request that the DRB perform a detailed review of the current "objective design standards" to recommend changes that might help provide some tighter measure of aesthetic control, specifically for both residential and commercial design. I have read these standards carefully, and they are quite general. I believe that as written, they do not provide enough of a safeguard against "ugly" and "unfriendly".

I also believe that the City needs to lobby our State officials and legislators to bring back some reasonable level of local control while incentivizing new residential construction. Without some measure of local control, California towns will start to homogenize into bland sameness.

It has been an honor to serve on the San Rafael Design Review Board for the last year and a half. Thank you for this privilege!

Respectfully submitted,
Michael Alexin
Design Review Board Member

Sent from my iPad

dissolution of the Design Review Board

Sharon Kovalsky [REDACTED]

Mon 11/20/2023 1:11 PM

To: City Clerk [REDACTED]; Cristine Alilovich [REDACTED]; Mayor Kate [REDACTED]

Hi All,

Dissolving the DRB gives away too much of the power of the citizens. The people will lose much needed representation. The board is advisory only, we hardly have "teeth". I think the removal of the board is short sighted. I recommend going back and looking at the history of why a design review board was put into place. Also, see what other towns around do...I do not know of another without a design review board. It seems you are solving a real problem at the wrong place in the chain. It seems shortsighted.

with respect,
Sharon Kovalsky, AIA
Aplos Group Architecture

[REDACTED]
www.AplosGroup.com
[REDACTED]

City Council Appointments 2024

Position	2024
Vice Mayor, City Council	Maika Llorens-Gulati Eli Hill
San Rafael Sanitation District	Kate Colin (C) Maribeth Bushey
Central Marin Sanitation Agency <i>(informational only- appointed by SRSD)</i>	Maribeth Bushey
City Rep. to Association of Bay Area Government (ABAG)	Eli Hill Maribeth Bushey
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 (re Community Development Block Grant Funds)	Eli Hill Rachel Kertz (Alt) Rachel Kertz Eli Hill (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	Maribeth Bushey Kate Colin
Micro Grid Task Force	Eli Hill Maika Llorens Gulati
BayWAVE	Kate Colin Maika Llorens Gulati
Age Friendly / Aging Action Liaison	Rachel Kertz
Library Foundation Board	Maribeth Bushey
Climate Change Action Plan Quarterly Update Forum	Maika Llorens Gulati
City Council Standing Committees (Noticed public meetings)	
City/School Liaison Committee (Noticed Joint City Council /Schools meeting)	Kate Colin Eli Hill Rachel Kertz
Economic Development Subcommittee	Eli Hill
Homelessness Subcommittee	Kate Colin Rachel Kertz
Finance Subcommittee	Kate Colin Eli Hill

Council Liaisons to Boards, Commissions and Committees (Open, noticed meetings)	
ADA Access Advisory Committee	Eli Hill
Bicycle and Pedestrian Advisory Committee	Maika Llorens Gulati Kate Colin
Board of Library Trustees	Maribeth Bushey
Business Improvement District Advisory Group	Eli Hill
Design Review Board	Kate Colin
Fire Commission	Eli Hill Rachel Kertz
Pickleweed Advisory Committee	Maika Llorens Gulati
Park and Recreation Commission	Eli Hill Maribeth Bushey
Planning Commission	Kate Colin
Police Advisory and Accountability Committee	Maika Llorens Gulati
Public Art Review Board	Rachel Kertz
Voter Approved Tax Oversight Committee	Kate Colin
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 Cristine Alilovich (Alt) John Stefanski (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 Cristine Alilovich (Alt) Angela Robinson Piñon (Alt)
Marin Wildfire Prevention Authority	Rachel Kertz Eli Hill (Alt)

Marin County Council of Mayors & Councilmembers (MCCMC)	
<u>Executive Committee</u>	<u>Eli Hill (VC)</u>
Legislative Committee	Rachel Kertz
Marin Transit District <i>(MCCMC appointment; non-City appointment)</i>	Maribeth Bushey
Homelessness Policy Maker Group	Rachel Kertz (C) Kate Colin (Alt)
Climate Mitigation Committee	Maika Llorens Gulati Kate Colin (Alt)
Ad Hoc Water Policy Committee	Maribeth Bushey Eli Hill