TOWN OF
SAN ANSELMO
EST. 1907

In the Council Chambers at 525 San Anselmo Avenue, San Anselmo, CA 94960

Town Council
Agenda

Tuesday, April 23, 2024 **7:00 PM**

Meeting held In-Person and via Zoom:
https://us2web.zoom.us/j/870 9741 2955

Or Telephone: +1 669 900 6833 | Webinar ID: 87097412955

How to Submit Comments Before the Meeting: Members of the public are encouraged to submit email correspondence to towncouncil@townofsananselmo.org before the meeting begins.

How to Participate During the Meeting: Members of the public will have the option to speak during the meeting through the Zoom application by using their phone or an electronic device.

For PC, Mac, or smart phone, Use Raise hand function when public comment for an item is requested. It is a button that is located at the top or bottom of your screen, based on your computer.

For landline phones, raise hand to be recognized with *9

Please be advised those participating in the meeting remotely via Zoom do so at their own risk. The Town Council regular meeting will not be cancelled if any technical problems occur during the meeting.

Call to Order. Optional Pledge of Allegiance: The Mayor or a designated Council member will recite the Pledge of Allegiance for members of the Council and the public who wish to join in the recitation.

Open time for public expression.

The public is welcome to address the Council at this time on matters not on the agenda that are within the jurisdiction of the Council. Please be advised that pursuant to Government Code Section 54954.2, 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 three minutes and should be respectful to the community.

Council requests for future agenda items.

Council committee liaison reports, questions and comments to staff; staff miscellaneous items.

Special Presentation.

Mayor's Proclamation Recognizing Jonathan A. Wentzell for His Outstanding Community Service
Jonathan A. Wentzell- Proclamation

1. Consent Agenda:

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

1.1 Approval of the Draft Minutes of the Regular Meeting of April 9, 2024.
Staff Report (DOC)
Attachment 1- Draft Minutes of the April 9, 2024 Meeting (DOC)

1.2 Adopt a Resolution in Recognition of National Small Business Week and San Anselmo's Small Businesses and Proclaiming the Month of May as Small Business Month. The proposed project is exempt from the California Environmental Quality Act (CEQA), under the "common sense" exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (Cal. Code Regs. tit. 14, § 15061).
Staff Report (DOCX)
Attachment 1 - Resolution (PDF)

1.3 Revenue and Expenditure Reports, March 2024
Staff Report (DOCX)
Attachment 1 Budget Comparison Report Subcategory March 2024 (PDF)
Attachment 2 Budget Comparison Report Department March 2024 (PDF)

1.4 Recreation Fund Revenue and Expenditure Reports March 2024
Staff Report (PDF)
Attachment 1 - March 2024 (PDF)

2. Council Business Items:

In general, the following procedural order applies to items of business:
•Presentation
•Town Council questions
•PUBLIC COMMENT – limited to 3 minutes/person
•Town Council discussion/action

2.1
That the Council consider the request of Jim Baum, operator of the San Anselmo Farm Stand, to operate the Farm Stand on the Town Hall Plaza this summer, from May to December 2024. Continuing for The Farm Stand to operate is not a "project" under the

California Environmental Quality Act, because it does not involve an activity that has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Staff Report (DOC)
Attachment 1- Draft Revocable License Agreement (DOC)

2.2 For the Council to Review Options for a Potential New Methodology for the Town's Allotment of Measure A Funds. The Council's discussion and approval of this report is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).
Staff Report (PDF)

3. Public Hearing:

In general, the following procedural order applies to public hearing items:
•Staff Presentation
•Town Council Questions
•PUBLIC COMMENT – limited to 3 minutes/person
•Town Council discussion/action

3.1

Public Hearing to Consider Awarding the Contract for the General Plan Update Consultant and Consider Approval of a Resolution Establishing a General Plan Advisory Committee and Associated Next Steps. The forthcoming adoption of the updated General Plan will be subject to CEQA review.
This review is included in the Professional Services Agreement (see Attachment 1), and it is expected that the GPU will require the preparation of a program EIR. The EIR prepared as part of the GPU will thoroughly and adequately assess the impacts of the updated General Plan in compliance with CEQA.

Staff Report (DOC)
Attachment 1 - Professional Services Agreement (PDF)
Attachment 2 - Resolution (PDF)
Attachment 3 - Request for Proposals (PDF)
Attachment 4 - General Plan Update Consultant Firms (PDF)

3.2

Council to Consider Approval of a Resolution Adopting a Energy Service Contract with Gridscape Solutions for Solar Photovoltaic System and Battery Energy Storage System Microgrid for Town Hall Resilience Hub and the Required Findings Pursuant to California Government Code Section 4217.12. The proposed adoption of the resolution is exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15301 "Existing Facilities" because the project consists of alterations to an existing Town-owned facility; CEQA Guidelines section 15061(b)(3) "Common Sense" exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant negative effect on the environment.

Staff Report (DOC)

Attachment 1 - Resolution (DOC)
Attachment 2 - Feasibility Study Staff Report (PDF)
Attachment 3 - Public Notice (PDF)
Attachment 4 - Gridscape Proposal (PDF)
Attachment 5 - Public Works Contract Template (PDF)

3.3 Approve resolution Amending the Town's Master Fee Schedule and finding the action statutorily and categorically exempt from the California Environmental Quality Act (CEQA) under Public Resources Code section 21080(b)(8) and CEQA Guidelines section 15273, because it involves approval of charges by the Town which the Town finds are for the purpose of meeting operating expenses.
Staff Report (DOC)
Attachment 1 Resolution Amending Fee Schedule (DOCX)
Exhibit A San Anselmo Fee Schedule July 1 2024 (PDF)

Adjourn

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Town Staff at email savila@townofsananselmo.org. Notification at least 48 hours prior to the meeting will enable the Town to make reasonable accommodation to help insure accessibility to this meeting.

Any writings or documents provided to a majority of the Town Council regarding any item on this agenda after the distribution of the original packet will be made available for public inspection at the public counter at Town Hall located at 525 San Anselmo Avenue.

Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. If any of these matters above are challenged in court, you may be limited to raising only those issues you or someone else raised at any public hearing described on this agenda, or in written correspondence delivered at, or prior to, this Council meeting. Judicial review of an administrative decision of the Town Council must be filed with the Court not later than the 90th day following the date of the Council's decision (Code of Civil Procedure Section 1094.6) Any item not under discussion before 10:00 p.m. may be continued to the next regular meeting. Next regular meeting is May 14, 2024.

Administration Department
Town Hall, main floor
525 San Anselmo Avenue
San Anselmo, CA 94960
(415) 258-4691

Town Council
Eileen Burke, Mayor
Tarrell Kullaway, Vice Mayor
Brian Colbert, Councilmember
Alexis Fineman, Councilmember
Steve Burdo, Councilmember

Staff
David Donery, Town Manager
Linda Kenton, Assistant Town Manager / Town Librarian
Jeff Zuba, Finance and Admin Services Director

Megan Holt Acevedo, Town Attorney
Serge Avila, Town Clerk
Heidi Scoble, Planning Director
Sean Condry, Public Works Director
Dannielle Mauk, Community Services Director
Mike Norton, Chief of Police
Dan Mahoney, Interim Fire Chief

DECLARATION OF POSTING

This Notice is posted in accordance with Government Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the Town of San Anselmo website. Under penalty of perjury, this Agenda was posted to the public at least 72 hours prior to the meeting.

PROCLAMATION

The Town of San Anselmo is pleased to recognize

JONATHAN A. WENTZELL

FOR OUTSTANDING COMMUNITY SERVICE

WHEREAS; community service is an integral part of the operation and spirit of the Town of San Anselmo, and

WHEREAS; we honor those who generously work and volunteer to improve their communities, and

WHEREAS; established in 1952, Troop 50 is a proud member of the Marin Council of Boy Scouts of America, and

WHEREAS; Troop 50 serves the youth and families of San Anselmo, Sleepy Hollow, and beyond, with the slogan “Not Your Average Troop”, and

WHEREAS; throughout the years public paths in our Town may need maintenance and repairs, and

WHEREAS; in the Fall of 2023, a group of Scouts BSA in partnership with the Town of San Anselmo assisted in the rebuild of the Suffield Path that was created in 1920 as part of the Hawthorne Hills subdivision, and

WHEREAS; this path provided access from Hawthorne Avenue to the Pastori railway station at Pastori and Center, and

WHEREAS; Jonathan A. Wentzell was responsible for the rebuilding of the stairs path, demonstrating to his community his passion for service and leadership, and

WHEREAS; the Town of San Anselmo recognizes Jonathan A. Wentzell and also congratulates him for achieving the rank of Eagle Scout, and

NOW, THEREFORE, Be It Proclaimed, that the Town of San Anselmo, in appreciation of Jonathan A. Wentzell’s devotion to Troop 50 of the Scouts BSA and service to our Town, desires that there should be a public record of gratitude for his community service.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of April, two thousand twenty-four.

_____

Eileen Burke, Mayor

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.1

MEETING DATE: April 23, 2024

AGENDA TITLE: Approval of the Draft Minutes of the Regular Town Council Meeting of the April 9, 2024

FROM: Serge Avila, Town Clerk

RECOMMENDATION: For Council to consider the approval of the Draft Minutes of the Regular Town Council meeting of April 9, 2024.

ATTACHMENT:

Attachment 1- April 9, 2024 Draft Minutes

San Anselmo Draft Council Minutes
Regular Meeting
Town Council Chambers and via Zoom
Tuesday, April 9, 2024

Interviews for the Parks and Recreation Commission- 6:00 p.m.

The Council interviewed Rod Kerr, Sharon Mayer, Patrick Stallone, Elizabeth Grasso, and Dermot Corr for the Parks and Recreation Commission. Jan Wu declined his interview with the Council.

Call to Order: Optional Pledge of Allegiance

COUNCILMEMBERS PRESENT: Steve Burdo
Eileen Burke, Mayor
Brian Colbert
Tarrell Kullaway
Alexis Fineman

STAFF MEMBERS PRESENT: Dave Donery, Town Manager
Megan Acevedo, Town Attorney
Serge Avila, Town Clerk
Heidi Scoble, Planning Director
Lindsey Klein, Senior Planner
Jeff Zuba, Finance and Admin Srvs. Director
Dannielle Mauk, Community Services Director

Open Time for Public Expression

Mr. Guy Meyer discussed the need for community engagement and listening to and acknowledging other points of view.

Mr. Todd Greenberg talked about unfunded mandates, deficits, and the Fair Political Practices Commission (FPPC).

Council requests for future agenda items; Committee liaison reports; questions and comments to staff; miscellaneous items

Councilmember Burdo reported there will be a Fire Board meeting tomorrow night; he would like to adjourn the meeting in memory of former Larkspur City Council member Kevin Carroll who recently passed away.

Councilmember Fineman reported she attended the MCE Technical Committee meeting; the Marin Wildfire Prevention Authority (MWPA) Board meeting; she has been working with staff about the two owl's nests close to the batting cages in Memorial Park.

Vice Mayor Kullaway had no report.

Councilmember Colbert stated traffic counts are being done for the Downtown Circulation Study; he attended the March Marin County Council of Mayors and Councilmembers (MCCMC) meeting; the Annual Transportation Authority of Marin (TAM) meeting; the TAM Executive

meeting.

Mayor Burke reported she attended the Spring Egg Hunt but the Friday night Flashlight Egg Hunt was cancelled due to the rain; the second Memorial Park Master Plan meeting; checked out the Pickleball trial run on Saturday; met with the Mayor of Ross and a Larkspur Councilmember to start discussions about what flood mitigation might look like subsequent to San Anselmo's withdrawal from Flood Zone 9; checked out the new flower business in downtown; gave a "shout out" to Archie Williams Softball player Paige Murphy who threw a no-hitter against Terra Linda High School this week and is batting .585 (Go Falcons!).

1. Consent Agenda

1.1 Approved the Draft Minutes of the Regular Meeting of March 26, 2024

1.2 Adopted Resolution No. 2024-4533 to Proclaim April 2024 as Fair Housing Month

1.3 Adopted Resolution No. 2024-4534 Ratifying the Canvass of Returns from the Marin County Registrar of Voters Office for the Special Municipal Election of March 5, 2024, and Declaring the Results for Measure F

1.4 Adopt Ordinance of the Town of San Anselmo Adding Title 20 "Rent Stabilization and Tenant Protection" to Chapter 1 "Rent Stabilization" Establishing Rent Stabilization Regulations Applicable to Certain Residential Rental Units and Associated CEQA Exemption Findings

1.5 Adopt Ordinance of the Town of San Anselmo Amending Title 10, Chapter 3 Article 3 "Land Use Regulations" and Title 10, Chapter 3, Article 17 "Definitions" of the Municipal Code and the Zoning Map

1.6 Report of Checks Issued, March 2024

1.7 Establishing Job Description and pay range for the Management Analyst position

1.8 Approve revisions to policy and procedures regarding Town sick leave donation program

1.9 Proclamation to Declare National Library Week, April 7-13, 2024

Mayor Burke opened the meeting to public comments

Sara, Ms. Katherine Smith, Mr. Kurt Reese, Ms. Wendy Todd, Ms. Leah Simon Weisberg, Mr. Pat Johnston, and Ms. Suzanne Dershowitz supported item #1.4

Mr. Michael Sexton, Ms. Debra London, Mr. Chris Lymon, Katie, Mr. Todd Greenberg, Steve, and Mr. Romeo Arreatta opposed item #1.4

Ms. Holly Bragman referred to item #4 and would like to see 100% of CPI.

Mr. Stanley Radke, Co-Chair of the Open Space Commission, referred to item #1.5 and noted that Upper Hawthorne Canyon is designated on the map as a development site.

Mayor Burke closed the meeting to public comments.

Mayor Burke stated she would like to pull item #1.4 for discussion.

Councilmember Fineman stated she would like to pull item #1.5 for discussion.

M/s, Burdo/Colbert, Motion to approve Consent Calendar items #1.1 through #1.3 and #1.6 through #1.9.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway, Mayor Burke

1.4 Adopt Ordinance of the Town of San Anselmo Adding Title 20 "Rent Stabilization and Tenant Protection" to Chapter 1 "Rent Stabilization" Establishing Rent Stabilization Regulations Applicable to Certain Residential Rental Units and Associated CEQA Exemption Findings

Mayor Burke stated she would like to take a vote on whether or not to put this issue on the ballot. Town Attorney Acevedo stated the ballot issue is not on the agenda and Councilmembers could give his or her opinion about a ballot measure.

Councilmember Burdo stated they crafted a thoughtful policy after much discussion and "the ship has sailed" with respect to a ballot measure.

Councilmember Fineman stated there have been policies on the books for decades that have limited housing stock.

Mayor Burke was in favor of placing this on the ballot.

M/s, Burdo/Kullaway, Motion to approve. Consent Calendar items #1.4, adopting Ordinance No. 2024-1185
AYES: Burdo, Fineman, Vice Mayor Kullaway
NOES: Colbert, Mayor Burke

1.5 Adopt Ordinance of the Town of San Anselmo Amending Title 10, Chapter 3 Article 3 "Land Use Regulations" and Title 10, Chapter 3, Article 17 "Definitions" of the Municipal Code and the Zoning Map

Councilmember Fineman asked Planning Director Scoble to address the question raised about Hawthorne Canyon.

Planning Director Scoble stated acquisition of the upper Hawthorne property was not even on the table when the work stared on the Housing Element. This issue has not been vetted and she noted there is a deed restriction preventing housing on the property. The Open Space Commission could come to the Council asking for consideration of re-zoning.

Mayor Burke opened the meeting to public comments.

Mr. Stanley Radtke, Co-Chair of the Open Space Commission, stated reopening the entire Housing Element was not in the scope of his concern.

Mayor Burke closed the meeting to public comments.

M/s, Burke/Fineman, Motion to approve Consent Calendar items #1.5 adopting Ordinance No. 2024-1186.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway, Mayor Burke

<u>Public Hearing</u>

2.1 Introduction and First Reading of an Ordinance Amending Title 10, Chapter 4, "Housing

Developments Under Government Code Section 65852.21" and Section 10-3.412 "Maximum Floor Area and Maximum Lot Coverage for Dwellings and Improvements on Single Family Residential Properties Located Below 150 Mean Sea Level Elevation" of the Municipal Code

Senior Planner Klein presented a staff report and a PowerPoint presentation. Staff answered questions from the Council regarding a situation where the primary unit is 800 square feet and the ADU is 1,200 square feet; what makes a unit "primary"; how lot coverage and setbacks work together; if a new requirement for lot coverage can be set; if there was consideration of the history of Floor Area Ratio (FAR) regulations; if this is one way to encourage the development of ADUs.

Mayor Burke opened the meeting to public comments.

Mr. Johnathan Brown supported the existing standards. SB9 is an ill-conceived law.

Ms. Cathy Sanders asked if height limits could be increased or if it remains at sixteen feet. The proposal will allow larger dwellings and not provide affordable housing.

Mr. Stanley Radtke spoke in opposition to the proposal and stated it exceeds the minimum requirements.

Mayor Burke closed the meeting to public comments.

Councilmember Fineman stated she supports ADUs and infill development. She supports the lower threshold as is. There are benefits to having smaller units brought online.

Vice Mayor Kullaway stated she was not sure this proposal would encourage development. SB9 does what it needs to do.

Councilmember Colbert supports the position of the Open Space Commission.

Councilmember Burdo agreed with Councilmember Fineman. He does not see the need to move forward with the proposed policy- this is a "wait and see" situation.

Mayor Burke stated the State adopted "one size fits all" policy does not fit San Anselmo. She is not in favor of the proposal.

Council Business Items

3.1 Consider Making Appointments to the Arts Commission, Climate Action Commission, and Parks and Recreation Commission

Town Clerk Avila presented a staff report. There were no questions from the Council.

Mayor Burke opened the meeting to public comments.

There were no comments.

Mayor Burke closed the meeting to public comments.

The Council discussed their preferences.

It was the consensus of the Council to appoint Dana Lewis and Kathee Shatter to the Arts

Commission; Karen Mendelow, Susannah Saunders, and Lucy Mathews to the Climate Action Commission; Rod Kerr, Patrick Stallone, and Dermot Corr to the Parks and Recreation Commission.

The meeting was adjourned 8:45 p.m. in memory of former Larkspur City Councilmember Kevin Carroll who passed away last week.

Respectfully submitted,

Toni DeFrancis,
Recording Secretary

STAFF REPORT

TOWN OF SAN ANSELMO ITEM No. 1.2

MEETING DATE: April 23, 2024

AGENDA TITLE: Adopt a Resolution in Recognition of National Small Business Week and San Anselmo's Small Businesses and Proclaiming the Month of May as Small Business Month

FROM: Heidi Scoble, Planning Director
Kelley Warner, Community Engagement Coordinator

RECOMMENDATION: Adopt the attached Resolution to recognition of National Small Business Week and San Anselmo's Small Businesses and to proclaim the month of May as Small Business Month.

BACKGROUND & DISCUSSION

For more than 60 years, the United States Small Business Administration has celebrated National Small Business Week, which recognizes the critical contributions of America's entrepreneurs and small business owners. National Small Business Week will take place from April 28 to May 4 of this year.

On April 25, 2023, the Town Council adopted Resolution No. 4483 to recognize for the first time and proclaim the week of April 30 through May 6 and the month of May 2023 as Small Business Month. Small Business month is an excellent reminder of the vital role that small businesses play in creating jobs, driving innovation, and fostering community and economic development.

For the second year in a row, staff is recommending the Council acknowledge and recognize the importance of the Town's small businesses and proclaim the week of April 28 to May 4 as National Small Business Week and the Month of May 2024 as Small Business Month (see **Attachment 1**). This initiative is aimed at raising awareness and promoting the importance of small businesses in San Anselmo.

As a promotion to build awareness and to encourage residents to shop locally, the Town staff, working with the Economic Development Committee, has developed a San Anselmo Small Business Month branded design, and utilized Zero Waste Marin grant funds to purchase recyclable canvas shopping bags. The canvas shopping bags will be given to Town merchants to distribute to



Canvas Shopping Bag



Poster

customers during the month of May. Promotional Small Business Month posters will also be distributed to merchants to display in their windows.

FISCAL IMPACT
N/A

GENERAL PLAN CONSISTENCY
The attached Resolution is consistent with the General Plan Land Use Goal C.1, preserving San Anselmo's small town character and pace of life and Land Use Goal C.2, supporting the economic viability of San Anselmo's commercial core.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY
The proposed project is exempt from the California Environmental Quality Act (CEQA), under the "common sense" exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (Cal. Code Regs. tit. 14, § 15061).

This item also is consistent with the Town's Climate Action Plan relative to the economy by supporting small businesses, which facilitates small business financial sustainability and retention.

ATTACHMENT

Attachment 1 – Resolution

RESOLUTION NO. XXXX

RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL IN RECOGNITION OF NATIONAL SMALL BUSINESS WEEK AND SAN ANSELMO'S SMALL BUSINESSES AND PROCLAIMING THE MONTH OF MAY AS SMALL BUSINESS MONTH

WHEREAS, the U.S. Small Business Administration has designated the week of April 28 through May 4, 2024, as National Small Business Week, in recognition of the critical contributions of America's entrepreneurs and small business owners, and

WHEREAS, the Town of San Anselmo has taken this step further recognizing and celebrating the Town's entrepreneurs and small business owners by designating the entire month of May as San Anselmo Small Business Month; and

WHEREAS, Local small businesses support our community in the way of wages, taxes, donations to local schools and charities and are the backbone of California's and San Anselmo's economy; and

WHEREAS, Throughout the years, the Town has seen the issuance of business licenses from home occupations, brick and mortar store fronts, restaurants and services increase annually; and

WHEREAS, Studies have consistently shown that supporting the growth of existing small businesses provide the majority of economic growth in the community and that entrepreneurs and small businesses stimulate job creation, develop crucial innovation and promote the diversification of local economies; and

WHEREAS, Small business are critical drivers of economic growth and mobility-creating jobs, building wealth, innovation, and enlivening main streets across our neighborhoods; and

WHEREAS, The Town of San Anselmo supports our local businesses that create jobs, boost our local economy and preserve our community; and

NOW, THEREFORE, BE IT PROCLAIMED that the Town Council of the Town of San Anselmo hereby recognize San Anselmo's small businesses and proclaim May 2024 as "Small Business Month".

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the 23rd day of a April 2024, by the following vote:

AYES: Councilmember:
NOES: Councilmember:
ABSENT: Councilmember:
ABSTAIN: Councilmember:

_____
EILEEN BURKE
MAYOR

ATTEST:

_____
SERGE AVILA
TOWN CLERK

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.3

MEETING DATE: April, 2024

AGENDA TITLE: Revenue and Expenditure Reports, March 2024

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That Town Council consider approving the monthly year-to-date Revenue and Expenditure Reports and corresponding activity for the period ending through March 31, 2024.

SUMMARY

Every reporting period end, the Town of San Anselmo presents to the Town Council its operations as shown on the Revenue and Expenditure reports for discussion and approval.

BACKGROUND

The Revenue and Expenditure reports are year-to-date summaries of revenues and expenditures from the Town's financial system ('Tyler Incode') for both the current as well as the prior corresponding fiscal year. These reports include the General Fund's operations given most of the Town-level operational activities are processed through the General Fund either directly or indirectly. This approval is to be obtained once a month within the fiscal year.

DISCUSSION/ANALYSIS

The revenue and expenditure data through March 31, 2024, is a compilation of all operating activity that is year-to-date for the current and prior fiscal year. These reports are sourced directly from the Town's financial system, of which a corresponding analysis has been performed identifying the key trends the Town Council should take note of.

Revenues

Overall, through the March 2024 reporting period end, the Town's General Fund revenue has increased its base relative to the prior year by $0.404M. A majority of the Town's revenue is collected at specific times.

Category	MAR YTD FY24	MAR YTD FY23	$ Change	% Change
Property Tax	9,224,021.34	8,638,175.02	585,846.32	6.78%
Sales Tax	904,514.30	1,027,677.00	(123,162.70)	-11.98%
Property Transfer Tax	52,495.83	55,095.69	(2,599.86)	-4.72%
Franchise Taxes	497,026.80	555,834.40	(58,807.60)	-10.58%
Licenses & Permits	891,130.78	980,788.86	(89,658.08)	-9.14%
Fines	80,761.01	54,721.20	26,039.81	47.59%
Cash & Investment Interest	30,388.99	41,214.22	(10,825.23)	-26.27%
Intergovernmental	246,631.61	205,911.55	40,720.06	19.78%
Other Fees	254,236.82	233,493.69	20,743.13	8.88%
Transfers In	272,002.61	256,039.25	15,963.36	6.23%
Total	12,453,210.09	12,048,950.88	404,259.21	3.36%

As shown above, the Town's overall revenue base increased by $0.404M as its

- Property Taxes - The Town receives disbursements from the County of Marin for property taxes in December, April, and June. The increase compared to the prior period of $0.186M is due to a timing delay in the County of Marin issuing the 2022-2023 excess Education Revenue Augmentation Fund (ERAF) payment to the Town. This payment is normally received in August however it was received in October. That is outside of 60 days of year-end, so it was not recorded back into 2022-23. The remaining increase of $0.399M is due to the 5.5% growth in assessed and net taxable value the Town experienced in 2023-24.
- Sales Tax decreased by $0.123M compared to the prior period due to a decrease in consumer activity and the costs of goods. The Town receives disbursements monthly from the State for Sales Tax.
- License & Permits decreased by $0.090M compared to the prior period due to declining construction activity around the Town and the timing of business license collections.
- Intergovernmental increased by $0.040M compared to the prior period due to the timing of collections for Prop 172 .5% sales tax and grants related to the Housing Element.

As far as the other revenue streams, these changes either decreased or remained relatively flat year-over-year resulting in an immaterial change.

Expenditures

Overall, through the March 2024 reporting period end, the Town's General Fund expenditures have increased by $1.252M compared to the prior year. This is primarily from increases in compensation, outside services, debt service, and other expenditures. All other activity is either flat year-over-year or nets correspondingly to an immaterial change—all of which are within management's expectations.

Category	MAR YTD FY24	MAR YTD FY23	$ Change	% Change
Compensation	3,082,027.19	2,633,328.11	448,699.08	17.04%
Retirement	218,189.68	177,777.76	40,411.92	22.73%
Training	31,975.88	34,113.14	(2,137.26)	-6.27%
Outside Services	9,494,461.64	9,189,247.49	305,214.15	3.32%
Maintenance	191,916.43	27,339.76	164,576.67	601.97%
Utilities	67,678.63	21,313.45	46,365.18	217.54%
Supplies	198,352.38	104,757.32	93,595.06	89.34%
Debt Service	585,985.00	494,248.63	91,736.37	18.56%
Other Expenditure	1,249,977.25	1,072,148.07	177,829.18	16.59%
Transfers Out	699,500.00	813,517.00	(114,017.00)	-14.02%
Total	15,820,064.08	14,567,790.73	1,252,273.35	8.60%

As shown above, the Town's expenditures base overall increased by $1.252M of which is driven by compensation, outside services, debt service, and other expenditures:

- Compensation (Salaries & Wages and Benefits) increased by $0.448M compared to the prior fiscal year primarily due to the 4.5% cost of living adjustment effective July 1, 2023, step adjustments, and increase in health insurance premiums.
- Outside Services increased by $0.305M compared to the previous fiscal year due to payments for Public Safety JPA's and construction project activity, specifically Memorial Park Parking Lot.
- Maintenance increased by $0.164M compared to the previous fiscal year due to unscheduled repairs/maintenance at the Town's fire stations, Town Hall, and resources needed for upkeep of the medians.
- Supplies increased by $0.093M compared to the previous fiscal due to supplies/materials needed for traffic safety and the care of the Memorial Park field.
- Debt Service increased by $0.092M compared to the previous fiscal year due to the repayment of the 2021 Pension Obligation Bonds noted above. The bond payments are due in August and February.
- Other Expenditures increased by $0.172M compared to the previous fiscal year due to the increase in insurance premiums for property, liability, and cyber security as well as a slight increase in internal service charges for technology and building maintenance.
- Transfers Out decreased by $0.114M compared to the prior fiscal year due to the municipal lease on Fire Station 19 ending in the previous fiscal year and no transfer being made to that fund ($0.158M) offset by a transfer in into the special event fund of $0.029M to help cover costs of those events.

As far as the other expenditure streams, these changes either slightly changed or remained flat year-over-year resulting in an immaterial change. All other changes are taken together overall immaterial for further discussion and are expected given the Town's operations.

FISCAL IMPACT

None

GENERAL PLAN CONSISTENCY

Not applicable

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Council's discussion and approval of this report is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

ATTACHMENTS

Attachment #1: General Fund Revenue and Expenditure Report by subcategory, March 2024

Attachment #2: Expenditure Report by department, March 2024

Town of San Anselmo
2023-2024 Rev & Exp Report
as of 03/31/2024

	2022-2023 Revised Budget	2022-2023 Audited Actuals	2022-2023 YTD Actuals	% of Audited Actuals	2023-2024 Adopted Budget	2023-2024 Revised Budget	2023-2024 YTD Actuals	% of Actual / Budget
Fund: 01 - GENERAL FUND								
Revenue								
400 - PROPERTY TAX GENERAL	9,030,734.00	9,316,564.27	5,222,611.75	56.06 %	9,609,527.00	9,609,527.00	5,468,998.41	56.91 %
401 - PENSION	2,592,646.00	2,913,414.27	1,577,329.14	54.14 %	2,756,290.00	2,756,290.00	1,646,238.22	59.73 %
402 - PROPERTY TAX OTHER	3,760,449.00	3,537,673.91	1,893,329.82	53.52 %	3,875,006.00	4,097,971.00	2,161,280.54	52.74 %
410 - OTHER TAXES	1,610,000.00	1,579,452.60	1,027,677.09	65.07 %	1,545,000.00	1,503,000.00	904,514.30	60.18 %
411 - FRANCHISE TAXES	775,000.00	900,545.14	555,834.40	61.72 %	848,000.00	848,000.00	497,026.80	58.61 %
420 - BUSINESS LICENSE	260,000.00	299,090.84	223,977.39	74.89 %	290,000.00	290,000.00	208,384.63	71.86 %
421 - PARKING	24,500.00	2,080.10	881.50	42.38 %	0.00	0.00	0.00	0.00 %
422 - CONSTRUCTION	1,075,000.00	1,074,971.84	755,929.97	70.32 %	1,016,000.00	1,141,000.00	682,746.15	59.84 %
430 - VEHICLE CODE	10,000.00	10,268.23	4,807.91	46.82 %	10,000.00	10,000.00	2,474.84	24.75 %
431 - LIBRARY	0.00	4,050.62	1,257.61	31.05 %	1,250.00	1,250.00	2,234.53	178.76 %
432 - PARKING	50,000.00	73,714.66	48,655.68	66.01 %	115,000.00	115,000.00	76,051.64	66.13 %
440 - USE OF MONEY AND PROPERTY	70,000.00	121,574.14	41,214.22	33.90 %	75,000.00	100,000.00	30,388.99	30.39 %
450 - STATE REVENUE	127,500.00	185,570.89	139,911.55	75.40 %	137,500.00	297,500.00	246,631.61	82.90 %
460 - FEDERAL REVENUE	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00 %
470 - LOCAL AGENCY REVENUE	0.00	66,000.00	66,000.00	100.00 %	0.00	0.00	0.00	0.00 %
480 - FEES FOR SERVICES	171,000.00	151,507.01	117,717.40	77.70 %	178,250.00	178,250.00	123,772.84	69.44 %
490 - MISCELLANEOUS REVENUE	100,070.00	162,016.07	115,776.29	71.46 %	102,772.00	102,772.00	130,463.98	126.95 %
519 - TRANSFERS IN	384,447.00	356,096.38	256,039.25	71.90 %	384,030.00	384,030.00	272,002.61	70.83 %
520 - SOURCE OF PROCEEDS	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00 %
Total Revenue:	**20,041,346.00**	**20,754,590.97**	**12,048,950.97**	**58.05 %**	**20,943,625.00**	**21,434,590.00**	**12,453,210.09**	**58.10 %**
Expense								
600 - SALARIES AND WAGES	3,072,145.00	2,837,609.24	2,067,225.26	72.85 %	3,336,127.00	3,336,127.00	2,435,489.76	73.00 %
601 - RETIREMENT	535,751.00	240,972.70	177,777.76	73.78 %	561,590.00	561,590.00	218,189.68	38.85 %
602 - EMPLOYEE BENEFITS	884,105.50	634,244.72	497,565.09	78.45 %	890,116.00	890,116.00	579,617.69	65.12 %
604 - RETIREE BENEFITS	156,390.00	156,390.00	68,537.76	43.82 %	164,779.00	164,779.00	66,919.74	40.61 %
610 - TRAINING	43,200.00	54,360.77	34,113.14	62.75 %	55,750.00	55,750.00	31,975.88	57.36 %
611 - OUTSIDE SERVICES	12,461,732.37	12,342,729.85	9,189,247.49	74.45 %	12,885,864.00	13,506,864.00	9,494,461.64	70.29 %
613 - PUBLICATION / DUES	15,845.50	9,189.26	16,713.84	181.88 %	25,272.00	25,272.00	16,303.98	64.51 %
614 - MAINTENANCE	21,792.50	26,704.73	14,741.13	55.20 %	83,235.00	123,235.00	85,013.11	68.98 %
615 - BUILDING MAINTENANCE	98,643.00	64,029.70	7,230.42	11.29 %	50,000.00	50,000.00	96,003.85	192.01 %
616 - VEHICLE MAINTENANCE	6,515.00	14,686.62	5,368.21	36.55 %	2,000.00	2,000.00	10,899.47	544.97 %
617 - UTILITIES	0.00	43,034.42	21,313.45	49.53 %	0.00	0.00	67,678.63	0.00 %
618 - HIRING	1,000.00	4,279.64	3,916.82	91.52 %	1,000.00	1,000.00	2,387.83	238.78 %
619 - MISCELLANEOUS	19,000.00	11,208.45	8,305.95	74.10 %	50,000.00	50,000.00	11,125.00	22.25 %
620 - OFFICE SUPPLIES	36,665.00	25,478.83	15,332.63	60.18 %	0.00	0.00	17,442.88	0.00 %
622 - DEPARTMENT SUPPLIES	46,355.00	131,368.48	73,344.64	55.83 %	152,450.00	202,450.00	155,992.15	77.05 %
623 - BOOKS / MAGAZINES / VIDEOS	24,074.00	22,973.10	16,080.05	70.00 %	27,500.00	27,500.00	24,917.35	90.61 %
629 - MISCELLANEOUS	1,185,641.00	1,212,247.26	1,043,079.16	86.05 %	1,371,875.00	1,371,875.00	1,219,817.07	88.92 %
630 - EQUIPMENT	0.00	132.30	132.30	100.00 %	500.00	500.00	343.37	68.67 %
631 - CAPITAL OUTLAY - CONSTRUCTION	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00 %
640 - PRINCIPAL	285,000.00	285,000.00	285,000.00	100.00 %	410,000.00	410,000.00	410,000.00	100.00 %
641 - INTEREST	248,976.00	209,248.63	209,248.63	100.00 %	176,067.00	176,067.00	175,985.33	99.95 %
670 - TRANSFERS OUT	1,503,517.00	1,503,517.00	813,517.00	54.11 %	699,500.00	774,500.00	699,500.00	90.32 %
Total Expense:	**20,646,347.87**	**19,829,405.70**	**14,567,790.73**	**73.47 %**	**20,943,625.00**	**21,729,625.00**	**15,820,064.41**	**72.80 %**
Total Fund: 01 - GENERAL FUND:	**-605,001.87**	**925,185.27**	**-2,518,839.76**		**0.00**	**-295,035.00**	**-3,366,854.32**	
Report Total:	**-605,001.87**	**925,185.27**	**-2,518,839.76**		**0.00**	**-295,035.00**	**-3,366,854.32**	

Town of San Anselmo
2023-2024 Rev & Exp Report
as of 03/31/2024

	2022-2023 Revised Budget	2022-2023 Audited Actuals	2022-2023 YTD Actuals	% of Audited Actuals	2023-2024 Adopted Budget	2023-2024 Revised Budget	2023-2024 YTD Actuals	% of Actual / Budget
Fund: 01 - GENERAL FUND								
Expense								
00 - UNDESIGNATED	1,503,517.00	1,503,517.00	813,517.00	54.11 %	699,500.00	774,500.00	699,500.00	90.32 %
11 - TOWN COUNCIL	101,030.00	71,934.21	62,412.54	86.76 %	63,255.00	63,255.00	25,077.49	39.65 %
12 - ADMINISTRATION	1,450,835.00	1,312,278.74	992,875.02	75.66 %	1,566,544.00	1,566,544.00	1,123,977.48	71.75 %
16 - LEGAL SERVICES	385,000.00	300,254.80	196,500.30	65.44 %	425,000.00	425,000.00	186,678.00	43.92 %
18 - PLANNING	958,759.00	721,747.55	531,781.78	73.68 %	1,053,901.00	1,053,901.00	429,263.40	40.73 %
21 - NON-DEPARTMENTAL	1,414,224.50	1,096,425.45	980,089.36	89.39 %	1,654,808.00	2,120,808.00	1,517,018.99	71.53 %
30 - POLICE	4,938,129.00	4,938,129.00	3,703,596.75	75.00 %	5,184,636.00	5,184,636.00	3,903,294.78	75.29 %
32 - ROSS VALLEY FIRE SERVICE	4,869,951.00	4,829,687.31	3,593,055.22	74.40 %	5,088,722.00	5,088,722.00	3,808,355.35	74.84 %
40 - DEBT SERVICE	530,476.00	495,548.63	495,548.63	100.00 %	587,567.00	587,567.00	587,285.33	99.95 %
41 - ENGINEERING AND INSPECTION	1,760,519.00	1,502,810.96	1,091,462.68	72.63 %	1,684,804.00	1,809,804.00	1,187,744.63	65.63 %
42 - STREETS	1,078,724.00	1,231,798.00	853,688.56	69.30 %	1,145,909.00	1,185,909.00	923,072.12	77.84 %
71 - LIBRARY	781,632.87	792,973.27	563,321.95	71.04 %	847,839.00	847,839.00	664,543.86	78.38 %
81 - PARKS	579,146.00	737,234.96	469,935.87	63.74 %	614,458.00	694,458.00	541,306.50	77.95 %
82 - RECREATION/GENERAL FUND	294,404.50	295,065.82	220,005.07	74.56 %	326,682.00	326,682.00	222,946.48	68.25 %
Total Expense:	**20,646,347.87**	**19,829,405.70**	**14,567,790.73**	**73.47 %**	**20,943,625.00**	**21,729,625.00**	**15,820,064.41**	**72.80 %**
Total Fund: 01 - GENERAL FUND:	**20,646,347.87**	**19,829,405.70**	**14,567,790.73**	**73.47 %**	**20,943,625.00**	**21,729,625.00**	**15,820,064.41**	**72.80 %**
Report Total:	**20,646,347.87**	**19,829,405.70**	**14,567,790.73**	**73.47 %**	**20,943,625.00**	**21,729,625.00**	**15,820,064.41**	**72.80 %**

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.4

MEETING DATE: April 23, 2024

AGENDA TITLE: Financial Report on Recreation Fund

FROM: Dannielle Mauk, Director of Community Services

RECOMMENDATION: That the Council review the Recreation Fund revenue and expenditure report for the period ending March 31, 2024.

BACKGROUND

The Recreation Department offers a wide variety of fee-based programs throughout the fiscal year including sports programs and leagues, youth, and adult classes, childcare and camps. Additional revenue is generated through facility rentals and administrative fees.

DISCUSSION/ANALYSIS

As of March 31, 2024, 66% of the fiscal year has elapsed and the Recreation Fund is listed at 97% of projected revenues and 66% of projected expenditures.

In past years, revenue was deposited when customers registered. Our new Civic Rec software automatically defers the revenue deposit until the date of service. This makes it difficult to make a true comparison with previous years. We also allocated $300,000 from the Recreation reserve fund for much needed capital improvement projects to our program areas, which will continue to be reflected in the expenditures from April through June. This is reflected in the unbalanced budget.

Enrollment for recreation programs is strong. Families are enjoying our programs, and we are working on adding additional programs. Enrollment will be reflected in both the increased revenues and expenditures each month.

For historical comparison purposes, staff has developed the following table:

FY		Revenue				Expenditures				Rev Over/(Under) Exp	
		Budget	Actual	%		Budget	Actual	%		$$	%
2023-24		1,984,971	1,919,416	97%		2,284,971	1,506,104	66%		413,312	21%

2022-23		1,875,414	1,906,138	102%		1,848,926	1,309,682	71%		596,457	32%
2021-22		1,348,625	1,908,595	142%		1,507,369	1,211,017	80%		697,578	52%
2020-21		1,408,125	957,660	68%		1,550,947	857,385	55%		100,274	7%
2019-20		1,627,269	1,603,491	99%		1,676,763	1,270,916	76%		332,575	20%
2018-19		1,510,604	1,586,775	105%		1,591,144	1,047,174	66%		539,601	36%
2017-18		1,514,000	1,402,029	93%		1,644,385	1,037,903	63%		364,126	24%
2016-17		1,384,325	1,401,167	101%		1,500,570	1,023,908	68%		377,259	27.3%
2015-16		1,246,689	1,250,450	100%		1,356,689	1,068,959	79%		181,492	14.6%

ATTACHMENT

Revenue & Expenditure Report FY 2023-24: Recreation Fund as of 3/31/2024.

Town of San Anselmo

Budget Report
Group Summary
For Fiscal: 2023-2024 Period Ending: 03/31/2024

SubCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 00 - UNDESIGNATED						
670 - TRANSFERS OUT	31,590.00	31,590.00	0.00	31,590.00	0.00	0.00 %
Department: 00 - UNDESIGNATED Total:	**31,590.00**	**31,590.00**	**0.00**	**31,590.00**	**0.00**	**0.00 %**
Department: 61 - SPORTS						
480 - FEES FOR SERVICES	612,600.00	612,600.00	139,430.50	615,734.50	3,134.50	0.51 %
600 - SALARIES AND WAGES	25,000.00	25,000.00	175.00	21,892.00	3,108.00	12.43 %
602 - EMPLOYEE BENEFITS	1,913.00	1,913.00	13.39	1,674.79	238.21	12.45 %
611 - OUTSIDE SERVICES	232,100.00	232,100.00	11,817.47	154,808.11	77,291.89	33.30 %
629 - MISCELLANEOUS	58,750.00	58,750.00	1,147.42	33,026.26	25,723.74	43.79 %
Department: 61 - SPORTS Surplus (Deficit):	**294,837.00**	**294,837.00**	**126,277.22**	**404,333.34**	**109,496.34**	**-37.14 %**
Department: 62 - CULTURE						
480 - FEES FOR SERVICES	112,971.00	112,971.00	25,472.00	174,013.00	61,042.00	54.03 %
611 - OUTSIDE SERVICES	79,066.00	79,066.00	13,354.00	97,173.66	-18,107.66	-22.90 %
629 - MISCELLANEOUS	1,000.00	1,000.00	240.61	263.06	736.94	73.69 %
Department: 62 - CULTURE Surplus (Deficit):	**32,905.00**	**32,905.00**	**11,877.39**	**76,576.28**	**43,671.28**	**-132.72 %**
Department: 63 - CHILD CARE						
480 - FEES FOR SERVICES	1,224,500.00	1,224,500.00	156,759.50	1,090,455.91	-134,044.09	10.95 %
600 - SALARIES AND WAGES	444,674.00	444,674.00	30,465.92	305,970.70	138,703.30	31.19 %
601 - RETIREMENT	21,350.00	21,350.00	2,017.93	16,180.32	5,169.68	24.21 %
602 - EMPLOYEE BENEFITS	88,772.00	88,772.00	7,575.02	71,589.87	17,182.13	19.36 %
611 - OUTSIDE SERVICES	374,620.00	374,620.00	827.34	245,310.33	129,309.67	34.52 %
629 - MISCELLANEOUS	29,000.00	29,000.00	2,013.06	21,222.12	7,777.88	26.82 %
Department: 63 - CHILD CARE Surplus (Deficit):	**266,084.00**	**266,084.00**	**113,860.23**	**430,182.57**	**164,098.57**	**-61.67 %**
Department: 64 - EVENTS AND OTHER						
480 - FEES FOR SERVICES	18,900.00	18,900.00	5,413.00	25,800.00	6,900.00	36.51 %
611 - OUTSIDE SERVICES	1,000.00	1,000.00	0.00	490.79	509.21	50.92 %
629 - MISCELLANEOUS	0.00	0.00	82.32	82.32	-82.32	0.00 %
Department: 64 - EVENTS AND OTHER Surplus (Deficit):	**17,900.00**	**17,900.00**	**5,330.68**	**25,226.89**	**7,326.89**	**-40.93 %**
Department: 65 - PROGRAM ADMINISTRATION						
480 - FEES FOR SERVICES	16,000.00	16,000.00	879.00	13,412.68	-2,587.32	16.17 %
600 - SALARIES AND WAGES	294,957.00	294,957.00	24,060.02	222,074.25	72,882.75	24.71 %
601 - RETIREMENT	29,037.00	29,037.00	2,609.97	24,287.24	4,749.76	16.36 %
602 - EMPLOYEE BENEFITS	61,799.00	61,799.00	7,510.97	59,529.82	2,269.18	3.67 %
610 - TRAINING	7,000.00	7,000.00	169.42	5,451.32	1,548.68	22.12 %
611 - OUTSIDE SERVICES	142,026.00	142,026.00	471.00	80,380.57	61,645.43	43.40 %
613 - PUBLICATION / DUES	800.00	800.00	219.00	1,038.00	-238.00	-29.75 %
614 - MAINTENANCE	1,000.00	1,000.00	710.90	828.73	171.27	17.13 %
615 - BUILDING MAINTENANCE	500.00	500.00	0.00	150.00	350.00	70.00 %
617 - UTILITIES	16,500.00	16,500.00	0.00	8,254.05	8,245.95	49.98 %
618 - HIRING	800.00	800.00	0.00	963.58	-163.58	-20.45 %
619 - MISCELLANEOUS	1,000.00	1,000.00	264.29	416.07	583.93	58.39 %
620 - OFFICE SUPPLIES	35,717.00	35,717.00	7,684.42	23,833.40	11,883.60	33.27 %
622 - DEPARTMENT SUPPLIES	5,000.00	5,000.00	1,982.50	2,826.29	2,173.71	43.47 %
631 - CAPITAL OUTLAY - CONSTRUCTION	300,000.00	300,000.00	40,272.16	74,796.53	225,203.47	75.07 %
Department: 65 - PROGRAM ADMINISTRATION Surplus (Deficit):	**-880,136.00**	**-880,136.00**	**-85,075.65**	**-491,417.17**	**388,718.83**	**44.17 %**
Report Surplus (Deficit):	**-300,000.00**	**-300,000.00**	**172,269.87**	**413,311.91**	**713,311.91**	**237.77 %**

Town of San Anselmo

Budget Report
Group Summary
For Fiscal: 2023-2024 Period Ending: 03/31/2024

Account Typ...		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 21 - RECREATION							
Revenue		1,984,971.00	1,984,971.00	327,954.00	1,919,416.09	-65,554.91	3.30 %
Expense		2,284,971.00	2,284,971.00	155,684.13	1,506,104.18	778,866.82	34.09 %
	Fund: 21 - RECREATION Surplus (Deficit):	**-300,000.00**	**-300,000.00**	**172,269.87**	**413,311.91**	**713,311.91**	**237.77 %**
	Report Surplus (Deficit):	**-300,000.00**	**-300,000.00**	**172,269.87**	**413,311.91**	**713,311.91**	**237.77 %**

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.1

MEETING DATE: April 23, 2024

AGENDA TITLE: That the Council consider the request of Jim Baum, operator of the San Anselmo Farm Stand, to operate the Farm Stand on the Town Hall Plaza this summer, from May to December 2024.

FROM: Administration

RECOMMENDATION: Consider Allowing the San Anselmo Farm Stand to continue operating on the Town Hall Plaza along with a request to expand the program's operating period from May through October to a year-round format.

BACKGROUND

In 2006, the Quality of Life Commission (now the Climate Action Commission) launched a sponsorship of a Friday afternoon/evening Farm Stand on the Town Hall plaza. In 2007, the Town solicited vendors to apply for this service and Jim Baum was the single applicant. Baum has operated the Farm Stand since that time, and has expanded his operation and offerings over the past 15 years. This spring of 2022, per Council direction, staff released an RFP allowing vendors to submit proposals to for Council consideration for this service, and once again Baum was the single applicant. In 2018, a three-year contract was executed between the Town and Jim Baum. The contract requires that Baum name the Town as an additional insured, pay a weekly sum of $30 for use of the plaza area, and obtain a business license.

In 2015, the Town Council approved Baum's request to offer pasture-raised meats, such as beef, pork, lamb and locally sourced seafood at the Farm Stand. The products are vacuum sealed and do not require special handling other than dry ice and water ice. Baum's Farm Stands are licensed as mobile food facilities through Environmental Health Services and all the required permits have been obtained.

In 2016, the Town Council approved Baum's request for the Town to reserve two parking spaces in front Town Hall and one in the rear on Library Place each Friday morning. The spaces on San Anselmo Avenue are reserved for one hour in the morning

to allow for offloading of equipment and supplies for the Farm Stand. The requested space on Library Place is for Baum's vehicle, which is a truck containing a refrigeration unit. Baum has utilized this space in the past as it is near an electrical supply that he uses for his vehicle.

In 2018, the Council approved Baum's request to offer flowers for sale at the Farm Stand and in 2021 Council approved Mr. Baum to operate his Farm Stand on Wednesdays instead of Fridays from May through the end of October. The Council also allowed for relocating the Farm Stand to be in front of the flag poles, which allowed for one more 10 x 10 canopy, for a total of five canopies, allowing the Farm Stand to accommodate social distancing and not block the pedestrian right of way along the sidewalk.

In 2021, the Farm Stand moved its weekly operations from Fridays to Wednesdays.

In 2022, the Town issued an RFP soliciting proposals for Farm Stand operators and again, Mr. Baum was the only applicant. A revocable license agreement was executed between the Town and the Mr. Baum. This license extends through March 31, 2025. The contract requires that Baum name the Town as an additional insured, pay the sum of $30 per day for the use of the Town Hall plaza area, and obtain a business license.

DISCUSSION/ANALYSIS

As part of this annual review of the Farm Stand agreement, Mr. Baum is requesting that the Town Council approve the expansion of the Farm Stand operations to year-round. With the installation of the decomposed granite area where the Farm Stand now operates, the concern of the health of the grass is no longer an issue.

If approved for the year-round operation, staff will return in the fall with an updated three year agreement for consideration.

FISCAL IMPACT

The Farm Stand warrants a $30.00 per daily use of the plaza area.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Continuing for The Farm Stand to operate is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Continuing to allow The Farm Stand to operate is consistent with the Climate Action Plan 2030, which encourages residents to buy locally grown food, especially organics and to eat less industrially-grown meat. (CAP 2030 at p. 27)

ATTACHMENTS

Attachment 1- 2024 Revocable License Agreement

SAN ANSELMO TOWN PLAZA
REVOCABLE LICENSE AGREEMENT

1. Parties.

This Agreement is entered into effective April 23, 2024 by and between Town of San Anselmo, a public entity (hereinafter "The Town") and Jim Baum (hereinafter "Baum").

2. The Premises and Dates of Use.

The Town hereby grants a revocable license to Baum to use the certain portions of the Town Hall Plaza lawns located at 525 San Anselmo Avenue as outlined in Exhibit 1, for use as an organic produce "Farm Stand" on Wednesdays from May through December 2024.

The actual start date and end date of the Farm Stand is dependent on weather and the availability of produce and will be set by Baum.

The Farm Stand will be located on the lawn in front of Town Hall on the area where decomposed granite is installed.

There is a maximum of four (4) tents allowed at any time. Tents measure approximately 10' x 10.'

3. Term of License.

The term of the three year Agreement, executed in April of 2022, is from April 21, 2022 through March 31, 2025, with specific permitted dates of operation approved annually by the Town Council. Upon mutual written agreement by the parties, this Agreement may be extended for an additional period upon terms acceptable to the parties. The terms and conditions of this Agreement will remain in full force and effect during any and all period(s) of extension of this Agreement. The Town reserves the right to revoke (terminate) this Agreement, without cause, on 24 hours written notice.

4. Consideration.

The consideration for this Agreement will be thirty dollars ($30.00) per day payable monthly by Baum to the Town on the first day of each month starting in May of 2024.

5. Use.

The premises are to be used solely to sell organic produce, meats, fish, poultry and flowers. Baum is solely responsible for his agreements with customers and suppliers of the Farm Stand. No persons other than Baum may operate or work at the Farm Stand without the express written permission of the Town. Baum will set up, operate, and clean up the Farm

Stand and all trash generated by the Farm Stand immediately after each day's operation of the Farm Stand. Baum will commit no waste or nuisance upon the Premises.

The Town will reserve two parking spaces in front of Town Hall for off-loading but Baum must move the truck after loading into the space designated for his truck on Library Place.

The premises may not be used for any other purpose other than those uses specified herein without the prior written consent of the Town, which consent, once granted, may be revoked at any time by the Town in its sole discretion.

6. Assignment.

Baum will not assign this License without the prior written consent of the Town. Any such assignment without the prior written consent of the Town will be void and, at the option of the Town, will terminate this Agreement.

7. Ordinances and Statutes.

Baum will comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may later be in force, regarding the Farm Stand, Baum's purchase and sale of organic produce, and Baum's use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the Farm Stand or the use of the premises will, at the option of the Town, be deemed a breach of this Agreement. Baum will obtain a valid Town of San Anselmo business license which he will keep in full force and effect throughout the entire term of this Agreement.

For the health and safety of visitors to the Farm Stand and Town Hall, Baum may not bring his dog to the Farm Stand.

8. Indemnification of the Town.

The Town will not be liable for any damages or injury to Baum, or any other person, or to any property, occurring on the premises, or occurring during or as a result of any action or activity on or off the premises by Baum, or any other person, related to the operation of the Farm Stand, or any other uses or activities that Baum or others conduct at the property. Baum agrees to hold the Town harmless, including payment of the Town's attorneys' fees, from any claims arising out of the license granted by this Agreement, Baum's use of the premises, or Baum's operation of the Farm Stand, and to indemnify the Town for all expenses incurred by the Town in defending such claims.

9. Baum's Insurance

<u>Compliance with Insurance Requirements.</u>

Baum will, at Baum's sole expense, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to the use of the premises, whether imposed by Baum's insurer, the Town's insurer, or both. If Baum's use of the premises causes any increase in the premium for any insurance policies carried by the Town, Baum will, within ten (10) business days after receipt of written notice from the Town, reimburse the Town for any such increase in insurance premiums.

Baum's Liability Coverage.

Baum will, at Baum's sole expense, obtain commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating (directly or indirectly) to Baum's use of the premises. The Town, or any other party designated thereby, will be named by endorsement as an additional insured under Baum's general liability coverage. The additional insured endorsement must be on ISO Form CG 20 11 11 85 or an equivalent acceptable to the Town. Before the License commencement date, Baum will deliver to the Town the endorsements referred to in this section as well as a certified copy of Baum's liability policy or policies and an original certificate of insurance, executed by an authorized agent of the insurer or insurers, evidencing compliance with the liability requirements of this section of this Agreement. The certificate will provide for no less than thirty (30) days' advance written notice to the Town from the insurer or insurers of any cancellation, nonrenewal, or material change in coverage or available limits of liability and will confirm compliance with the liability insurance requirements of this Agreement.

The minimum acceptable limits of liability for Baum's liability insurance are one million dollars ($1,000,000.00).

10. Subrogation.

To the maximum extent permitted by insurance policies which may be owned by the parties hereto, the Town and Baum waive any and all rights of subrogation against each other which might otherwise exists.

11. Signs.

Baum will not place, maintain, nor permit any sign or awning on any portion of the premises without the express written permission of the Town.

12. Hazardous Materials.

Baum will not use, store, or dispose of any hazardous substances upon the premises. Hazardous substances mean any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Baum will be

responsible for the cost of removal of any toxic contamination caused by Baum's use of the property.

13. Insolvency.

The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Baum, will constitute a breach of this license agreement by Baum.

14. Default.

In the event of any breach of this Agreement by Baum, the Town may, at its option, terminate this Agreement.

The Town may, in the alternative, continue this Agreement in effect, so long as the Town does not terminate Baum's right to possession, and the Town may enforce all of the Town's rights and remedies under this Agreement. If said breach of the Agreement continues, the Town may, at any time thereafter, elect to terminate this Agreement.

15. Attorney Fees.

In any action, arbitration, or other proceeding involving a dispute between the Town and Baum arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees, expert witness fees, and costs.

16. Waiver.

No failure of the Town to enforce any term of this Agreement will be deemed to be a waiver.

17. Notices.

Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Baum at the premises, or to the Town at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

18. Heirs, Assigns, Successors.

This Agreement is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

19. Subordination.

This Agreement, at the Town's option, will be subordinate to any mortgage, deed of trust, or other security now existing or later placed upon the property; provided, however, that Baum's right to quiet possession will not be disturbed if Baum is not in default on the payment of rent or other provision of this Agreement.

20. Entire Agreement.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by the parties.

TOWN OF SAN ANSELMO	JIM BAUM
DATE: _____	DATE: _____
BY: _____ David P. Donery	BY: _____ Jim Baum
ITS TOWN MANAGER	ITS OWNER

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.2

MEETING DATE: APRIL 23, 2024

AGENDA TITLE: "MEASURE A" PARKS TAX ALLOCATION

FROM: DANNIELLE MAUK, DIRECTOR OF COMMUNITY SERVICES

RECOMMENDATION: That the Council review options for a potential new methodology for the Town's allotment of Measure A funds.

BACKGROUND

Since 2013, when Measure A was first enacted countywide, the Town Council has developed an annual Work Plan which defined the allocation of the Town's annual Measure A funding allocation.

2013/14 Allocation

In November of 2013, the Town Council voted to allocate 100% of the 2013/14 Measure A funds allotted to San Anselmo, which was estimated to be in the amount of $35,897, towards the purchase of the Sky Ranch property in Fairfax and San Anselmo to be used as open space lands. The 2013/14 Measure A funds ended up exceeding the County's estimates by $12,175, for a total of $ 48,072. These additional funds were deposited into the Town's Measure A account for a future designation.

At that time, Council directed staff to engage both the Open Space Committee and the Parks and Recreation Commission in the creation of Measure A recommendations for consideration by the Town Council.

2014/15 Allocation

At the Council Meeting held on May 13, 2014, the Council was presented with options from both the Parks & Recreation Commission and Open Space Committee for use of the 2014 Measure A funds. These recommendations included committing 100% of the 2014/15 allocation towards future improvements at Memorial Park. This

recommendation took into consideration the fact that 100% of the 2013/14 allocation went towards the Sky Ranch acquisition. The second recommendation was that 90% be allocated towards Memorial Park and 10% be allocated to the Open Space Fund.

At the May 27, 2014, Town Council meeting, after a lengthy discussion, the Council decided by a 3 to 2 vote to allocate $55,494 towards the purchase of the Sky Ranch property, and to allocate $66,794 towards future improvements at Memorial Park.

In 2015/16 the Town Council approved the recommendation that the 2015/16 Measure A funds be split, designating 70% towards Memorial Park improvements and 30% towards the Open Space Fund. This recommendation has been renewed each year through FY 2023/2024.

DISCUSSION/ANALYSIS

During the annual work plan discussion in the spring of 2023, the Town Council requested that staff bring forward options for how the allocation related to funding for Town parks might be revisited in future years. There was some discussion about allowing the 70% allocation to be available for use at any of the Town parks and not just Memorial Park. This would require an annual evaluation and prioritization of park needs by staff and that a recommendation be considered by the Parks and Recreation Commission and sent to the Town Council during the annual work plan discussion in the spring of each year. It is worth noting that the 70% allocation has averaged $70K each year and that this level of funding is only significant when considering using the funding in multi-year intervals to allow it to amount to enough dollars to be able to fund needed improvements.

It is also important to note that the list of Town parks include:

- Creek Park
- Faude Park
- Hilldale Pocket Park
- Imagination Park
- Lansdale Park
- Memorial Park
- Robson-Harrington Park
- Sorich Park

<u>Parks and Recreation Commission Recommendation</u>
On April 16, 2024, the Parks and Recreation Commission discussed a potential new methodology for the Town's allotment of Measure A funds. After a lengthy discussion the Commission unanimously voted to recommended that the Town Council continue to allocate 70% towards the Memorial Park Improvements and 30% towards the San Anselmo Open Space Fund for FY 2024/2025. The Commission is working on a review of the Master Plan for the west side of Memorial Park. The improvements would potentially include tennis courts, pickle ball courts, a futsal court, and restrooms.

Staff Recommendation

Staff recommends that the Town continue to allocate 70% of the annual Measure A funds to Memorial Park. The Recreation Department's Recreation Fund budget operates independent of the general fund and is supported by revenues. Memorial Park is the base for many of our programs, and the department utilizes every available space in the park for programming.

Completed Projects

From FY 2016/17 to FY 2022/23 the Town completed the following projects at Memorial Park: Development of the Master Plan, improvements to Millennium Playground, skate park and the field renovation project. The field renovation project was accomplished by accruing Measure A funds over multiple years. It is important to analyze the overall budget and identify areas where funding can be reallocated without compromising essential services.

If the Town Council adopts a new methodology for the allotment of Measure A funds, it will be important to look for inefficiencies or areas where resources could be utilized to support all town parks and recreation programming. Reallocating Park funding can be a complex process that requires careful consideration of various factors, including community needs, budget constraints, and long-term goals. When sharing park funding across multiple parks, it's important to ensure equitable distribution to address the unique needs and priorities of each park. If adopted, staff would present annually to the Town Council the targeted improvements or initiatives based on specific parks' needs.

FISCAL IMPACT

The Marin Parks, Open Space, and Sustainable Agriculture Transactions and Use Tax Ordinance 3760 (Measure A) renewal was approved by Marin County voters on June 7, 2022. Measure A levies one-quarter of one-percent transactions and use tax (hereinafter "sales tax") in Marin County and is estimated to generate approximately $16,000,000 per year for the nine-year life of the measure. The Town receives 4.89% annually.

GENERAL PLAN CONSISTENCY

The Council's discussion and approval of this report is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.1

MEETING DATE: April 23, 2024

AGENDA TITLE: Public Hearing to Consider Awarding the Contract for the General Plan Update Consultant and Consider Approval of a Resolution Establishing a General Plan Advisory Committee and Associated Next Steps

FROM: Heidi Scoble, Planning Director
Lindsey Klein, Senior Planner

RECOMMENDATION: Staff recommends the Town Council:

1. Consider a motion to direct the Town Manager to execute a Professional Services Agreement with O'Rourke and Associates for the General Plan Update (see **Attachment 1**);
2. Adopt a Resolution (see **Attachment 2**) establishing a General Plan Advisory Committee (GPAC);
3. Direct staff to bring GPAC applicants to a future Town Council meeting for interviews and appointments; and
4. Direct staff to work with the Climate Action Commission, the Economic Development Committee, the Open Space Committee, the Bicycle and Pedestrian Advisory Committee, the Parks and Recreation Commission, and the Racial Equity Committee to nominate a member to sit on the GPAC at their upcoming meetings.

SUMMARY

In November 2023, a Request for Proposals (RFP) for the General Plan Update (GPU) was posted on the American Planning Association (APA) website, advertised on the Town of San Anselmo website, and emailed directly to 28 planning consultant firms. Five firms responded with proposals, and one additional firm responded with a Statement of Qualifications. Four firms were invited to participate in interviews by a panel of Town staff and the Ad Hoc Working Group appointed by the Town Council. The panel evaluated the four consultant firms, and all of the panel members recommend selection of O'Rourke and Associates for the preparation of the GPU.

The Town Council also directed the Ad Hoc Working Group to create the GPAC framework, which includes committee size, composition, and meeting format. The Ad

Hoc Working Group recommends a 15-member GPAC with diverse representation from various community stakeholders.

BACKGROUND

On November 14, 2023, the Town Council appointed an Ad Hoc Working Group to review proposals and create the GPAC framework. The Ad Hoc Working Group members consisted of Town Council members Tarrell Kullaway and Alexis Fineman and Planning Commission members Jennifer Asselstine and Kim Pipkin. The Ad Hoc Working Group conducted seven meetings to establish criteria for review of the proposals and consultant interviews, conduct consultant interviews, debrief on the proposals and consultant interviews, select a consultant, and discuss the GPAC size, composition, and meeting format.

Selection of a GPU Consultant

The Town Council directed staff to distribute an RFP to qualified planning consultants. The RFP was posted on the Town's website here: https://www.townofsananselmo.org/1633/General-Plan-Update (see **Attachment 3** for the RFP).

Following their review of proposals, the Ad Hoc Working Group recommended moving four candidates, including O'Rourke and Associates, Raimi + Associates, Dyett & Bhatia, and M-Group, forward for interviews. The Town scheduled interviews with each of the selected firms during the week of February 12, 2024.

The interview panel consisted of the Ad Hoc Working Group members, Planning Director Heidi Scoble, and Senior Planner Lindsey Klein. After conducting interviews, the interview panel discussed the candidate firms, taking into consideration the standards and criteria listed in **Attachment 3**, which includes professional experience, familiarity with Marin County, composition of team members, community engagement approach, and responsiveness to the RFP. The interview panel noted that all firms interviewed were of high quality and incredibly strong choices and ultimately recommended selection of O'Rourke and Associates to the Town Council. The schedule of consultant selection is shown in **Table 1** below and the list of consultants considered for the GPU is shown in **Attachment 4**.

Table 1 – Consultant Selection Schedule

Action	Date
Town Council Authorization to Issue RFP	November 14, 2023
Distribution of the RFP	November 15, 2023
Proposals Due	December 18, 2023, 5:00 pm
Ad Hoc Working Group (AHWG) Review of Proposals	December 19, 2023 through January 31, 2024
AHWG Meeting #1: Introduction, Proposal Review Debrief, and Interview Preparation	January 31, 2024

Consultant Interviews	Second week of February 2024
AHWG Meeting #2: Interview Debrief	February 27, 2024
Consultant Reference Checks	February 28, 2024 through March 15, 2024
AHWG Meeting #3: Selection Discussion	March 18, 2024
AHWG Meeting #4: Proposal and Consultant Recommendation to Town Council	April 8, 2024
Presentation of Consultant/Award Contract	April 23, 2024

General Plan Advisory Committee Purpose

The GPAC would represent the community and serve as a sounding board for developing the General Plan. The GPAC would not be a decision-making body and would not have access to information or take action that differs from the opportunities made available to all outreach participants. However, the GPAC would provide feedback to the project team (i.e., Town staff and consultants) at key milestones in the General Plan Update (GPU) process and review major work products before publication.

DISCUSSION/ANALYSIS

Consultant Recommendation

Of the four consultant teams interviewed, the Ad Hoc Working Group unanimously concurred that the O'Rourke and Associates proposal and interview ranked as the top choice. The panel recommendation is based on the following:

- Compatibility and familiarity with San Anselmo and Marin County;
- Demonstrated history of excellent professional experience;
- Well-organized project team;
- Robust community outreach approach;
- Clear and concise scope of work within a reasonable budget; and
- Responsiveness to the RFP

GPAC Composition and Membership

The Ad Hoc Working Group acknowledges that an important part of the GPU is to receive input from a broad cross-section of the community. Therefore, the Ad Hoc Working Group recommends that the GPAC represent a range of community interests and perspectives.[1]

[1] Complete community representation cannot be accomplished by the GPAC alone, and therefore, the forthcoming GPU work plan will call for a robust community outreach program throughout the GPU process that includes the GPAC's role as a sounding board to distill the input from the community and tailor recommendations and policies.

In addition, the Ad Hoc Working Group recommends that the GPAC include representation from the following bodies to ensure that Town boards, committees, and commissions that oversee topics directly addressed in the General Plan are kept up-to-date throughout the GPU process: the Town Council, the Planning Commission, the Climate Action Commission, the Economic Development Committee, the Open Space Committee, the Bicycle and Pedestrian Advisory Committee, the Parks and Recreation Commission, and the Racial Equity Committee.

The Ad Hoc Working Group recommends that the Town Council consider the following structure and formation of the GPAC:

1. A working body consisting of up to 15 members. Members would include:
    - Town Councilmember
    - Town Councilmember
    - Planning Commissioner
    - Planning Commissioner
    - Climate Action Commission Member
    - Open Space Committee Member
    - Economic Development Committee Member
    - Bicycle and Pedestrian Advisory Committee Member
    - Parks & Recreation Commission Member
    - Racial Equity Committee Member
    - At-Large High School Student[2]
    - At-Large Resident or Non-Resident Stakeholder
    - At-Large Resident or Non-Resident Stakeholder
    - At-Large Resident or Non-Resident Stakeholder
    - At-Large Resident or Non-Resident Stakeholder

2. A staff-maintained GPAC Alternates list that may be used to identify replacements, as needed.

3. Transition of the four Ad Hoc Working Group members (i.e., two Town Councilmembers and two Planning Commissioners) to form the basis of the GPAC.

<u>GPAC Membership Solicitation</u>
To fill the five GPAC spaces[3] available for at-large representatives, the Town would solicit applications from stakeholders and the general public. Staff would review GPAC applications and bring candidates to an upcoming Town Council meeting for interviews. The Town Council would receive the applications from all who apply and would appoint members following interviews at that meeting.

[2] The student would be required to reside in San Anselmo.
[3] One at-large representative is proposed to be a local high school student.

The Ad Hoc Working Group recommends that appointments of representatives from the applicable commissions and committees[4] be conducted directly by those bodies to minimize the number of interviews conducted by the Town Council. Therefore, staff recommends that the Council direct staff to work with the applicable commissions and committees to nominate one member at their upcoming meetings. The Town Council would ratify those nominations when the at-large representatives are appointed to the GPAC.

GPAC Meeting Guidelines

The GPAC, working with the project team, would have the following roles and responsibilities:

- Provide recommendations to the Planning Commission and Town Council as an advisory committee.
- Provide a public forum for other members of the public.
- Seek community benefit and convey the community's perspective.
- Identify critical issues and relevant information.
- Identify and suggest resolutions to potential conflicts.
- Consider ideas and review draft work products.
- Refine draft policy consistent with the Vision Statement.
- Expand public awareness and participation.

GPAC Meetings

Staff recommends that the GPAC meetings adhere to the following guidelines:

- The GPAC shall meet to provide input at key project milestones in the General Plan Update process.
- All meetings of the GPAC will be held in compliance with the Ralph M. Brown Act.
- Meetings may be viewed live via webcast over Zoom or following the meeting as video recordings. The recordings will be posted on the Town's website following the meeting.
- The GPAC shall meet on the second Thursday of the month from 4:00 pm to 6:00 pm.
- GPAC meeting times and agendas may be viewed on the Meetings and Agendas page of the Town's website: https://www.townofsananselmo.org/1613/Town-of-San-Anselmo-Meetings-and-Agendas.
- Upon adoption of the updated General Plan and Environmental Impact Report, meetings will be discontinued and the GPAC will be dissolved.

FISCAL IMPACT

The total not-to exceed contract amount of the recommended consultant is $1,022,805, as stated in the Professional Services Agreement in **Attachment 1**. Staff suggests that

[4] Climate Action Commission, Economic Development Committee, Open Space Committee, Bicycle and Pedestrian Advisory Committee, Parks and Recreation Commission, and Racial Equity Committee

the proposed cost range of the GPU, including the environmental review, is consistent with the GPU costs of other nearby communities.

To offset the cost to the General Fund, approximately $241,000 in the General Plan Maintenance Fee fund would be appropriated to support the GPU. Additionally, it is anticipated that approximately $175,000 would be expended from the Planning Department's current Outside Professional Services budget for Fiscal Year 2023-2024, approximately $500,000 would be budgeted for Fiscal Year 2024-2025, and the remaining costs would be budgeted in Fiscal Year 2025-2026.

There is no fiscal impact associated with the formation of the GPAC.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The authorization to execute a Professional Services Agreement with O'Rourke and Associates is exempt from CEQA because the action is not a project that has the potential to result in a direct physical change in the environment nor will it result in a reasonably foreseeable indirect physical change in the environment pursuant to CEQA Guidelines Section 15378.

The forthcoming adoption of the updated General Plan will be subject to CEQA review. This review is included in the Professional Services Agreement (see **Attachment 1**), and it is expected that the GPU will require the preparation of a Program EIR. The EIR prepared as part of the GPU will thoroughly and adequately assess the impacts of the updated General Plan in compliance with CEQA. As specified in **Attachment 3**, Request for Proposals, the EIR will address the following environmental factors consistent with the current CEQA Guidelines:

- Aesthetics
- Agriculture / Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards & Hazardous Materials
- Hydrology/Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities / Service Systems
- Wildfire

In addition, the EIR shall include discussion of cumulative impacts and significant and unavoidable impacts on the environment, if any. A range of reasonable alternatives to the GPU shall be evaluated, including a "No Project" alternative.

The authorization to establishment of the temporary GPAC is exempt from CEQA because the action is not a project that has the potential to result in a direct physical

change in the environment nor will it result in a reasonably foreseeable indirect physical change in the environment pursuant to CEQA Guidelines Section 15378.

ATTACHMENT

Attachment 1 - Professional Services Agreement By and Between the Town of San Anselmo and O'Rourke and Associates in the amount not-to-exceed $1,022,805 for preparation of the General Plan Update
Attachment 2 - Town Council Resolution for GPAC Formation
Attachment 3 - Request for Proposals
Attachment 4 - General Plan Update Consultant Firms

AGREEMENT FOR PROFESSIONAL SERVICES

FOR O'ROURKE AND ASSOCIATES

This Agreement is made and entered into this 23rd day of April, 2024, by and between the TOWN OF SAN ANSELMO (hereinafter "**TOWN**"), and O'ROURKE AND ASSOCIATES (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, the **TOWN** is in the process of updating the General Plan; and

WHEREAS, on November 14, 2023, the Town Council directed the **TOWN** to distribute a Request for Proposals to qualified planning consultants for the preparation of the General Plan Update; and

WHEREAS, on November 14, 2023, the Town Council appointed an Ad Hoc Working Group to help the **TOWN** review the proposals received in response to the Request for Proposals and aid in the selection of a consultant for the General Plan Update; and

WHEREAS, the **TOWN** received five proposals and the Ad Hoc Working Group recommended four candidates move forward to interviews based on the proposals' responsiveness to the Request for Proposals; and

WHEREAS, the Ad Hoc Working Group discussed the candidate firms taking into consideration their compatibility with San Anselmo, familiarity with San Anselmo, professional experience, composition of team members, community outreach approach, and responsiveness to the interview questions; and

WHEREAS, the Ad Hoc Working Group unanimously recommended that the proposal submitted by **CONSULTANT** ranked as the top choice in light of the above considerations; and

WHEREAS, at its meeting of April 23, 2024, the Town Council considered **CONSULTANT's** proposal, the staff report, public comment, and this agreement and authorized the Town Manager to execute the agreement; and

WHEREAS, **CONSULTANT** desires to contract with **TOWN** to render such services upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

A. **TOWN's Project Manager.** The **TOWN's** Senior Planner, Lindsey Klein, or her

designee is hereby designated the PROJECT MANAGER for the **TOWN** 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**. Christine O'Rourke 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 **TOWN** within ten (10) business days of the substitution.

2. DUTIES OF CONSULTANT.

CONSULTANT shall perform the duties and/or provide services as described in **CONSULTANT's** Proposal dated April 8, 2024, which is attached hereto as Exhibit A and hereby incorporated by reference. Specifically, **CONSULTANT** will complete the TASKS outlined in the Work Plan on pages 11 through 30 of the Proposal ("Work Plan"). **CONSULTANT** agrees to complete the TASKS outlined in the Work Plan as specified on pages 11 through 30 of the Proposal attached as Exhibit A.

3. DUTIES OF TOWN.

TOWN shall pay the compensation as provided in Paragraph 4 and provide timely responses to **CONSULTANT's** requests for information and for review of draft documents.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **TOWN** shall pay **CONSULTANT** in accordance with the Cost Proposal associated with each Task as outlined on pages 32 through 33 of the Proposal attached as Exhibit A. The total cost of the Project shall not exceed $1,022,805.

Payment will be made monthly (i.e., within 30 days) upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for approximately 2.7 year(s) commencing on April 23, 2024 and ending on December 31, 2026. Upon mutual agreement of the parties, and subject to the approval of the Town Manager the term of this Agreement may be extended for an additional period of up to (1) year(s).

6. TERMINATION.

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

B. **Cause**. Either party may terminate this Agreement for cause upon fifteen (15) days

written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

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

D. **Return of Documents**. Upon termination, any and all **TOWN** 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 **TOWN** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **TOWN**, 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 **TOWN** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

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

10. INSURANCE.

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

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

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

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount

of one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **TOWN** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

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

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 worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **TOWN**, 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 **TOWN** and shall not call upon **TOWN'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 worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **TOWN** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **TOWN** 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 **TOWN** 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 **TOWN** (if agreed to in a written contract or agreement) before **TOWN'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 **TOWN** 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.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the PROJECT MANAGER and Town Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **TOWN** or other additional insured party. At **TOWN's** option, the deductibles or self-insured retentions with respect to **TOWN** shall be reduced or eliminated to **TOWN'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 or **TOWN's** Town Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **TOWN** 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 PROJECT MANAGER and the Town Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **TOWN**, and hold harmless **TOWN**, its officers, agents, employees and volunteers (collectively, the "**TOWN 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 **TOWN Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **TOWN Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **TOWN 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 **TOWN** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT's** indemnification obligations. In the event the **TOWN 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 **TOWN Indemnitees** or at **TOWN's** option reimburse the **TOWN 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 **TOWN** and its officers, officials, and employees (collectively **TOWN 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 **TOWN** Indemnitee.

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

12. NONDISCRIMINATION.

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.

13. 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 **TOWN**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

TOWN 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.

15. NOTICES.

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

TO **TOWN's** Project Manager:	Lindsey Klein, Senior Planner Town of San Anselmo 525 San Anselmo Avenue San Anselmo, CA 94960 (415) 258-4617 lklein@townofsananselmo.org
TO **CONSULTANT's** Project Director:	Christine O'Rourke O'Rourke and Associates 20 Nunes Drive Novato, CA 94945 (415) 613-2907 christine.o@comcast.net

16. 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 **TOWN**. **CONSULTANT** and **TOWN** 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 **TOWN**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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 **TOWN**.

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

18. SET-OFF AGAINST DEBTS.

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

19. WAIVERS.

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

20. TOWN BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **TOWN** business license as required by the San Anselmo Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **TOWN** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **TOWN** 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.

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

TOWN OF SAN ANSELMO

_____
DAVE DONERY, Town Manager

ATTEST:

_____
SERGE AVILA, Town Clerk

By:_____

CONSULTANT

By:_____

Name:_____

Title:_____

Exhibit A
Consultant Proposal

O'Rourke & Associates

20 Nunes Drive
Novato, CA 94945
christine.o@comcast.net / 415-613-2907

Dec. 18, 2023

Revised Apr. 8, 2024



PROPOSAL FOR

Town of San Anselmo General Plan Update & Environmental Analysis

SUBMITTED TO: Town of San Anselmo

SUBMITTED BY: O'Rourke & Associates with Sustainable Community Planning, WRT, Parametrix, EPS, and De Novo Planning Group

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A COVER LETTER

christine.o@comcast.net (415) 613-2907 April 8, 2024

RE: Proposal to Prepare the San Anselmo General Plan Update

Dear Ms. Klein:

We believe great general plans happen when a group of dedicated and experienced professionals, in partnership with staff, work together to create deep and meaningful community engagement, develop and communicate creative solutions, and effectively guide decision making. We also believe the best general plans honor the history and exceptional qualities of a town while providing a roadmap to a vibrant and sustainable future.

O'Rourke and Associates is excited to submit this proposal for the update of your General Plan. I'm particularly proud of the team we've assembled for this project. Our partners have worked together on many projects in Marin and the Bay Area – including recent updates of the Tiburon General Plan and the Yountville General Plan – and many have intimate knowledge of San Anselmo from past work in the Town, including planning and transportation projects, climate action planning, and preparation of the 5th cycle housing element.

We understand how critical community outreach is in developing a great General Plan, not just in seeking many diverse stakeholders and points of view, but in gaining the support of the people the plan is intended to serve. **Bob Brown of Sustainable Community Planning** has proven time and time again that he possesses special skills in this critical area. Bob will lead the development of a robust visioning and community engagement strategy which will include stakeholder interviews, workshops, pop-ups, and frequent collaboration with the Town's committees and commissions.

While the update of San Anselmo's General Plan is to be a targeted one, we understand that revitalization of the Downtown, Red Hill Avenue and Sir Francis Drake Blvd. are of specific concern. **Peter Winch of WRT** has broad experience in developing community-based solutions for placemaking and has the planning and design skills to present alternatives and build consensus for preferred outcomes. **Ben Sigman of EPS** brings a deep understanding of local and regional economic challenges and opportunities and will work with San Anselmo businesses and stakeholders to identify solutions to diversify and enhance the Town's local economy.

We understand that San Anselmo has special challenges in managing local and regional transportation and enhancing the bicycle and pedestrian network. We knew we'd need the background and experience of **David Parisi of Parametrix**, who has worked on many transportation projects in San Anselmo, to take on this important element of your General Plan.

We believe that environmental analysis must be integrated throughout the planning process, and that an environmental consultant should seek sensible and cost-effective solutions that balance local economic, social, and environmental goals. Because of her extensive experience in CEQA analysis, we have partnered with **Beth Thompson of De Novo Planning Group**.

Finally, we are keenly aware of how precious public resources are. Our goal was to be your most competitive bid, but not at the expense of the quality of our performance or of your deliverables. Our proposal totals $591,365 for the core General Plan Update work and $431,440 for the Environmental Analysis. We understand that the Town may award separate contracts to different consultants for the GPU and CEQA.

It's my great honor to lead this remarkable team, and you have my sincere commitment to this project. I hope you will have an opportunity to ask the leaders of the communities I've worked for about my work product and my personal style. I look forward to working with you to create a great General Plan Update.

Sincerely,



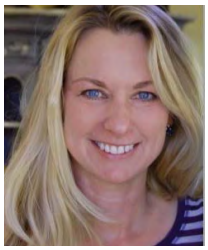
Christine O'Rourke, Principal

B

PROJECT TEAM

Project Team

O'Rourke & Associates has assembled an exceptional team of planning professionals to prepare the General Plan and EIR. Our team has extensive experience completing long-range plans and EIRs within the Bay Area region that reflect the unique identity and vision of the community and embody creative yet practical pathways to achieving that vision. Many of the consultants have worked together on previous plans, so we know this is a highly productive and sharp group of people. The General Plan Update Team consists of the following lead consultants:



Christine O'Rourke, Principal of O'Rourke & Associates, will be your Prime Consultant, Project Manager, and document writer. Christine has been a planning consultant for over 20 years, specializing in the development of plans that build livable, sustainable communities. She is known for her ability to manage complex planning challenges and for consistently delivering quality projects on time and within budget. Her crisp writing style and critical eye ensure a well-constructed, concise, and attractive general plan that not only meets State requirements but is approachable and even enjoyable to read. Her most recent General Plan updates in the Bay Area include the Tiburon General Plan 2040, the Novato General Plan 2035 and the Yountville General Plan. She has also developed numerous Housing Elements and Climate Action Plans for Bay Area communities, including for the Town of San Anselmo (2015 and 2019, respectively). O'Rourke & Associates will also provide outstanding graphic design and web development expertise to the project.



Bob Brown, Principal of Sustainable Community Planning, will lead public outreach efforts, the development of land use alternatives, and drafting of goals, policies, and programs. Bob has been a planning manager and director for 33 years in some of the most progressive cities in the Bay Area, including Palo Alto, Berkeley, and San Mateo. As Community Development Director for the cities of San Rafael, San Mateo, and Novato, he directed the development of three general plans. Bob has an extraordinary ability to simplify complex planning concepts and issues. He creates thought-provoking, interactive community meetings where every voice is heard and valued. Most recently, Bob was an integral part of the team that developed the Tiburon General Plan Update.



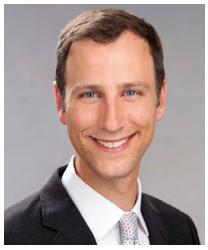
Peter Winch, Senior Associate Planner of WRT, will contribute to the development of design and policy alternatives for the Downtown and the commercial/mixed-use corridors as well as lead the development of the Parks and Recreation element. Peter has many years of experience developing general plans, specific plans, urban design studies, and park master plans that are rooted in sound environmental planning and design excellence. Locally, WRT has contributed to the development of the Tiburon, Mill Valley, and Yountville General Plan Updates, and they are currently developing the Tiburon Parks and Recreation Master Plan.



Beth Thompson, Principal of De Novo Planning Group, will lead the environmental review process. Beth has over 22 years of professional planning experience and has worked on numerous General Plan EIRs in the Bay Area. She has a proven track record of successfully completing complex and legally defensible environmental and planning documents. What's more, she's incredibly pleasant and professional, and always gets right back to you with a comprehensive answer. As part of the planning process, Beth will review each set of goals, policies, and implementation measures prepared by the Town and the General Plan team to provide input on consistency with General Plan requirements and methods to address CEQA concerns before the EIR is drafted.



David Parisi, Principal of Parametrix, will lead the development of the Circulation Element. David has done quite a bit of work in San Anselmo, including a community-based evaluation of transportation improvements for the Hub and VMT Thresholds of Significance. Other projects in Marin include an update of the Circulation Element for both the Larkspur and Sausalito General Plans and the Miller Avenue Complete Streets project in Mill Valley. David and his team will bring strong local knowledge and deep transportation planning experience to address San Anselmo's circulation challenges and create a more transit-oriented and bike and pedestrian-friendly community.



Ben Sigman, Principal of Economic & Planning Systems (EPS), will lead the development of the Economic Development Element. Ben has over 20 years of experience providing consulting services for public, private, and institutional clients and has worked on numerous economic development plans for Bay Area cities. Ben believes stakeholder engagement is critical to developing strategies for economic growth and plans significant outreach to the San Anselmo business community. He anticipates recommending strategies that will lead to economic growth, business diversity, and land use and real estate investment.

C

PROJECT UNDERSTANDING + APPROACH

Project Understanding + Approach

San Anselmo desires a comprehensive update and reorganization of its General Plan to chart a new course for a community-led vision for the Town over the next 20 years and respond to changes in State law. The project will integrate existing plans and recently adopted elements, will include new elements on Sustainability, Climate Change & Resiliency and Economic Development, and may include a Community Design, Historic, and Cultural Preservation element. The new General Plan needs to provide clear policies and programs to guide governance, protect and enhance the natural and built environment, strengthen San Anselmo's economic base, and prepare the Town for future change.

Our approach to updating the General Plan will be to seek out a wide range of perspectives to understand the issues and challenges facing the Town and to assist the public and decision makers in developing a vision for the future of the Town. Our work will be informed by technical studies and background reports developed by subject-matter experts as well as guidance from Town staff and decision makers.

We will work collaboratively with the Town's staff, elected and appointed officials, and community stakeholders to understand local conditions and desires, draft goals, and policies for the General Plan, and explore areas where the Town could benefit from change. We will gather extensive feedback from the community throughout the planning process, seeking to elevate voices from underserved and marginalized communities. We will use community workshops, pop-ups, stakeholder interviews, community surveys, and multiple communication channels to engage community members and motivate them to participate in envisioning San Anselmo's future.

As the planning process unfolds, we will check in with the Planning Commission and Town Council at critical points to ensure our emerging plan benefits from their deep understanding of the community and tracks their overall objectives and goals for the plan and the Town. Concurrently, we will work with state, regional, and local agencies to make sure all available information is incorporated in the plan and consultations are completed as required by state law. As we develop policies and programs with the Town, we will proactively work with the environmental consultant to address all issues of concern, thereby anticipating and streamlining the environmental review process of the General Plan. A comprehensive Environmental Impact Report will identify feasible measures to protect and improve environmental quality within the Town, avoid or minimize potentially significant impacts to the environment, and facilitate and streamline environmental review of future projects within San Anselmo.

The final plan will be an attractive, well written and organized, and graphics-heavy document that meets all state requirements and is a vital resource for the Town's staff, decision makers, and community members. The General Plan will contain all required elements as well as optional elements on Economic Development and Sustainability, Climate Change & Resiliency.

D

WORK PLAN

Work Plan

Our team has thoroughly reviewed the Town's Request for Proposals and has prepared the following detailed work plan in response. Our project approach includes these core components:

Core Components – General Plan Update

- Task 1: Project Kick-off
- Task 2: Project Management and Meetings
- Task 3: Current General Plan Evaluation
- Task 4: General Plan Vision Statement
- Task 5: Community Engagement
- Task 6: Economic Development Analysis
- Task 7: Land Use and Circulation Alternatives and Growth Forecasts
- Task 8: Preparation of Draft General Plan
- Task 9: Plan Adoption

Core Components – Environmental Analysis

- Task 10: Existing Conditions Reports
- Task 11: Preparation of Environmental Impact Report

All documents will be produced in Word and/or PDF formats unless otherwise identified in the task description.

Task 1. Project Kick-off

As a critical first step, our team and Town staff will meet to identify key participants and roles and refine project objectives, timeline, and details.

1.1 Kick-off Meeting

O'Rourke and all team consultants will attend a kick-off meeting with Town staff to start the project, meet key staff and department heads, and finalize the work plan and schedule. The meeting will address data needs and resources, points of contact at the Town and other agencies, major issues, ongoing projects, or programs that could significantly affect the GP update, and team collaboration over the course of the project. Consultants will attend a staff-guided tour of existing Town facilities, neighborhoods, parks, and planning areas to identify opportunities, challenges and issues the General Plan should address.

1.1 Background Information Review

This task includes the General Plan team's initial review of project-related documents, including the current General Plan, Safety Element (2023), Housing Element (2023), Bald Hill Area Plan (1996), Bicycle and Pedestrian Master Plan (2016), Climate Action Plan (2019),The Hub Transportation Study (2023), San Anselmo Creek Restoration Plan, Reimagine Creek Park (60% design 2023), and other plans, documents, and programs that will inform our work.

Task 2: Project Management and Meetings

The consultant team and Town staff will work closely to ensure that a high-quality General Plan update is completed within the time and budget allowed.

2.1 Project Management

O'Rourke & Associates principal, Christine O'Rourke, will be the dedicated project manager for the entire project. O'Rourke will prepare and maintain a detailed master project schedule that will be used to plan work tasks and track progress. The schedule will identify consultants responsible for each work task and will integrate staff review periods and approval deadlines, public meeting and hearing dates, and actions required by reviewing bodies.

The entire team is committed to completing this project on schedule and within budget and will take all appropriate steps to ensure that the project is managed effectively. As the prime consultant, O'Rourke will handle contracts and billing with the subconsultants and will ensure quality deliverables are provided by each subconsultant through review and revision of all work products. O'Rourke will prepare status reports to accompany monthly invoices to the Town. Monthly invoices will indicate hours worked by each consultant by task for budget tracking purposes.

Deliverables: Master schedule and monthly invoice and status report in electronic format.

2.2 Staff and Team Meetings

O'Rourke will host virtual team meetings with staff and select team consultants every two weeks throughout the General Plan Update process. These team meetings will be used to review the schedule, track deadlines, resolve issues, and identify next steps. O'Rourke will prepare an agenda and updated project schedule in advance of each team meeting and a list of action items at the conclusion of each meeting. This approach ensures open lines of communication, transparency in our work effort, and accountability.

Deliverables: Biweekly meeting agenda and meeting minutes.

2.3 Public Meetings and Hearings

O'Rourke and team consultants will attend public meetings and hearings as detailed in Table 1. The consultant team will prepare and deliver presentations and provide background materials as needed.

Committee and Commission meetings will provide visioning and issue identification for the committee/commission's area of authority. Meetings are proposed with the Climate Action Commission (CAC), Bicycle and Pedestrian Advisory Committee (BPAC), Open Space Committee (OSC), Parks and Recreation Commission (PRC), Economic Development Committee (EDC), Racial Equity Committee (REC), and Historical Commission (HC). One meeting will be held with each committee/commission, for a total of 7 meetings.

General Plan Advisory Committee (GPAC) meetings will guide the development of the vision statement, analysis of issues, and evaluation of proposed goals, policies, future development scenarios, and infrastructure improvements. Ten meetings will be facilitated with the GPAC.

Planning Commission meetings will provide opportunities for progress updates on the General Plan process and for input on key issues and policy direction, on alternate development scenarios, and finally on the Draft General Plan and Draft EIR. Six meetings will be facilitated with the Planning Commission, including one hearing to recommend adoption of the General Plan to the Town Council.

Town Council meetings will provide important insights into policy direction and priorities and ensure that the planning process is on the right trajectory. These will confirm key policies and land use alternatives explored with the community, the GPAC, and Planning Commission and review the Draft General Plan. Six meetings are proposed, including one hearing to adopt the General Plan.

The number and content of meetings assumed in this proposal is shown in Table 2.

Table 1: **Consultant Participation at Meetings and Hearings**

	Kick-Off Meeting	*Staff/Team Meetings*	*Committees and Commissions*	*GPAC Meetings*	*Planning Commission*	*Town Council*
O'Rourke	1	52	7	10	6	6
SCP	1	50	7	10	4	4
WRT	1	20	1	4	2	2
Parametrix	1	12	-	1	1	1
EPS	-	6	-	-	-	-
De Novo	-	-	-	-	2	2

Table 2: **Public Meetings and Hearings**

	Visioning and Issue Identification	*Initial Feedback Overview*	*Existing Conditions/ Policy Alternatives*	*Review Draft Goals, Policies, and Programs*	*Draft General Plan Review*	*Adoption Hearings*	*Total*
Team							52
CAC	1	-	-	-	-	-	1
BPAC	1	-	-	-	-	-	1
OSC	1	-	-	-	-	-	1
PRC	1	-	-	-	-	-	1
EDC	1	-	-	-	-	-	1
REC	1	-	-	-	-	-	1
HC	1	-	-	-	-	-	1
GPAC	1	1	3	3	2	-	10
PC	1		1	1	2	1	6
TC	1		1	1	2	1	6

Deliverables: PowerPoint presentations

Note: We assume that Town staff will be responsible for noticing and providing agendas, staff reports, and minutes for public meetings and hearings.

Task 3: Current General Plan Evaluation

The General Plan update will build on the successes of the current General Plan. O'Rourke and team consultants will work with staff to evaluate the existing General Plan goals, policies, and programs. We will produce matrices for each General Plan element (excluding the Housing and Safety elements) to identify policies and programs that should be retained, modified to reflect changing conditions or regulations, or deleted because they have been accomplished or are no longer relevant. We will meet with Department heads and key staff as needed to facilitate completion of the evaluation matrices. This task includes a review of the existing plan to identify conformance with State law and areas that need to be addressed. O'Rourke, Sustainable Community Planning (SCP), and De Novo will conduct a peer review of the Safety Element adopted in 2023 and, if necessary, recommend revisions and/or additions to the Safety Element's text, maps, goals, policies, and/or programs.

Deliverables: Evaluation matrices in electronic format.

Task 4: General Plan Vision Statement

This task involves preparation of a vision statement that encapsulates the Town's ideals and aspirations for the future, and which will guide the subsequent development of the General Plan. O'Rourke and SCP will work with appointed Commissions (Climate Action, Bicycle and Pedestrian Advisory, Open Space, Parks and Recreation, Economic Development, Racial Equity, and Historical), host a community pop-up event, and conduct four stakeholder meetings to obtain input on important issues for the General Plan to address and longer term goals. Additional community input will be obtained through an online survey posted on the General Plan update website and promoted through Town communication channels by staff. A draft vision statement will be presented to the community, the General Plan Advisory Commission, the Planning Commission, and the Town Council during the public engagement phase of the update process and refined and confirmed as necessary.

Deliverables: Draft and final vision statement in electronic format.

Task 5: Community Engagement

A collaborative and inclusive community engagement process will result in an in-depth understanding of community issues, priorities, and concerns, producing a feasible plan with community and stakeholder support. Our community engagement work plan seeks to generate meaningful input from residents, property owners, business owners, and other stakeholders to envision and plan for San Anselmo's future.

5.1 Community Engagement Plan and Database

O'Rourke and SCP will prepare a Community Engagement Plan with input from Town staff to define outreach objectives, key steps of the process, proposed outreach activities, timing, venues, and identification

of stakeholder groups and contacts. SCP will build a contact database for the project composed of interested parties identified during the General plan update process. This will include advocacy groups, service organizations, neighborhood associations, business groups, and others. The project website will have automated features where participants can add their names to the contact list.

5.2 Project Website

O'Rourke and Associates will create, maintain, and update a stand-alone website for the San Anselmo General Plan Update process. The website pages are identified below and will include the following content:

- Landing page with alert bar, event calendar, process graphic, and mailing list sign-up
- Resources
- Documents
- Page for each topic area such as:
    - Priorities and Vision
    - Downtown and Economic Development
    - Parks, Recreation, and Open Space
    - Sustainability, Climate Change, and Resiliency
    - Circulation and Noise
- Workshops and Events
    - Workshop page for topic areas, including workshop summaries and edited video recordings of two virtual workshops
- Surveys
    - Survey for topic areas
    - Survey results
- Draft General Plan
- Contact Us

The task includes a one-day professional photo shoot and drone video to provide content for the website. The photographs will also be used for community engagement tasks 5.5 and 5.6 for the General Plan design.

The website will be developed in a content management system such as WordPress which can be easily edited by Town staff. The website will be functional on all interfaces and will include links to social media platforms as desired by the Town. The website will be live 45 days after execution of the professional services agreement between the consultant and the Town and after O'Rourke receives a logo, color palette, and template layout and fonts from the Town's graphic designer in suitable graphic files. The website will be expanded during the update process. The task includes costs for hosting the website for two years and updating the website during the project.

Deliverables: Stand-alone website

5.3 Stakeholder Interviews

Interviews with influential stakeholders will help provide an initial understanding of key issues and expectations for the General Plan update. SCP and O'Rourke will conduct up to 6 stakeholder interviews. Stakeholders will be identified by Town staff at the beginning of the project and may include sessions focusing on young families, seniors, local business owners, the Chamber of Commerce, schools, and neighborhood associations.

EPS will conduct a series of stakeholder interviews over two days that will allow participants to opine on current economic conditions, provide input on economic development in the Town, and help to shape a clear understanding of economic generators and economic development strategy options. Stakeholders likely will include local employers, business leaders, real estate experts, Economic Development Committee members, and elected officials, as appropriate. These stakeholders will act as a key resource for the Existing Conditions Report, providing insight on opportunities and constraints, and exploring potential economic development strategies with the consultant team. EPS will coordinate with Town staff on selection of interviewees. The task assumes the Town will be responsible for recruiting and scheduling interviews with local participants.

Deliverable: Report summarizing stakeholder comments

5.4 Web-Based Surveys

We will utilize the project website to gather community input through on-line surveys. Surveys can be used to gather feedback on a particular topic, brainstorm ideas, and refine and prioritize alternatives. O'Rourke will generate topic ideas, design the survey, and analyze and report feedback data according to specified geographic and demographic criteria.

Deliverables: Content for 6 online surveys, summaries of survey results

5.5 Pop-up Events

Pop-ups are an excellent way to create awareness of the General Plan Update and gather feedback through informal conversations with community members. We propose six pop-ups located in venues near the relevant topic area, such as downtown and in parks, and possibly during town-wide events. Pop-ups will be used to promote participation in upcoming workshops and response to online surveys. O'Rourke & Associates will create feedback questions and/or visuals to stimulate conversation and gather input on preferences and priorities. Our proposal includes attendance by one consultant and assumes attendance by one staff person.

Deliverables: Display boards for 6 pop-ups

5.6 Community Workshops

Large community gatherings provide an opportunity for lively and interactive engagement. SCP, O'Rourke, WRT and Parametrix will organize up to 4 public workshops, with 2 in-person workshops and 2 virtual workshops to provide alternatives for community members and maximize attendance. The workshops are expected to be evening meetings lasting approximately 2 hours. Each workshop will include succinct presentations and allow for discussion and brainstorming through hands-on activities such as small breakout

sessions, visual preference activities, mapping exercises, and surveys. Subsequent community input will be solicited through posting the workshop materials and survey on the General Plan website.

The proposed focus of each workshop is as follows:

Workshop #1: Climate Change, Sustainability, and Resiliency. This virtual workshop will focus on the community's greenhouse gas emissions and forecasts, and strategies for reducing GHG generation and becoming more resilient to the impacts of climate change.

Workshop #2: Economic Development and Downtown. At this in-person workshop we will examine indicators of local economic strength and issues particular to the Downtown such as mobility/parking, infrastructure and flooding, urban design, and other appropriate topics. The focus will be on understanding and addressing economic opportunities and downtown vitality.

Workshop #3: Circulation and Noise. At this virtual workshop we will summarize past transportation issues and improvements and current traffic counts. Gaps in the non-motorized circulation network and likely improvements will be identified, based on the Town's adopted 2016 Bicycle and Pedestrian Master Plan. Feedback will be solicited from attendees on desired transportation improvements.

Workshop #4: Parks, Recreation, Open Space, and Conservation. At this in-person workshop we will discuss current and future recreational needs and policies related to conserving local natural resources.

Deliverables: PowerPoint presentations; sign-in sheets, wayfinding signage, display boards and interactive materials for in-person workshops

Task 6: Economic Development Analysis

EPS will assess the underlying s market context for the San Anselmo General Plan Update. This technical analysis will cover key demographic, economic, and real estate factors affecting the Town and its role in the broader region. The goal is to provide a common understanding of socioeconomic trends, the strengths of the local economy, the Town's key competitive attributes, and challenges and opportunities influencing sustainable long-term growth that might be addressed by the General Plan Update.

REAL ESTATE MARKET ASSESSMENT

EPS will establish and document real estate market conditions in San Anselmo. As part of the market assessment, EPS will consider broad market trends as well as detailed information concerning high-performing local and regional real estate, including market positioning, architectural formats, tenanting, amenity offerings, and market value. The real estate market assessment will cover residential, office, industrial, and retail land uses, evaluating sales data and lease rates, leasing activity, occupancy trends, and recently constructed projects.

ECONOMIC GENERATORS CHARACTERIZATION

An assessment of Town-level and regional economics will consider major economic drivers and business trends. It is anticipated that local business conditions, economic diversification, employment for local res-

idents, and the evolving retail industry will be key topics. EPS will build on observed, high-level economic trends with subject-specific insights. It is anticipated that this evaluation of economic generators will leverage the Town's economic development efforts, including the 2018 Economic Development Plan, 2022 Action Plan, business studies, survey data, and input from the Town's Economic Development Committee. By combining focused industry-research, local data, and diverse economic development perspectives, EPS will characterize key economic generators and the economic development potential of the Town.

Deliverables: Economic Development Analysis memorandum in electronic format

Task 7: Land Use and Circulation Alternatives and Growth Forecasts

O'Rourke, SCP, Parametrix, WRT, and De Novo (or the Town's preferred environmental consultant) will meet with Town staff to identify key community land use and development issues to prepare preliminary land use, circulation, and policy alternatives for review by the community, GPAC, Planning Commission and Town Council through the community engagement process.

7.1 Identify Opportunity Sites/Areas

Building off the information in the Existing Conditions Report and recently adopted Housing Element, the team will work with Town staff to prepare a map of areas where there is development potential in the future, including vacant and underutilized parcels. These opportunity areas will form the basis of the land use alternatives. For areas where no land use change or development is anticipated, the team will focus on policies that improve the character, functionality, and quality of life.

7.2 Develop Land Use and Circulation Alternatives

The team will prepare land use, transportation, and policy alternatives to address key issues identified during the process. These may include:

- Potential land use changes,
- Changes to the transportation network, including all modes,
- Approaches to addressing climate change and flooding,
- Economic development strategies, and
- Other major topics identified during the process.

Land use and circulation alternatives will support infill development, economic vitality, walkable neighborhoods, and easy access to transportation and public services and facilities, and attainment of environmental justice goals.

Parametrix will work with the team and Town Staff to develop three (3) land use and circulation alternatives. Parametrix will identify mitigation measures that may be taken to reduce vehicle trips or projected traffic congestion through promoting multimodal transportation networks and providing clean, efficient access to destinations through transit and active transportation. Parametrix will work with the team to identify conceptual planning alternatives to mitigate identified significant impacts. Roadway improvements will also be identified that may ensure easy and convenient access to all areas of the community, while minimizing neighborhood cut-through traffic.

7.3 General Plan Build-Out Projections and Alternatives

De Novo will work with the General Plan team to identify demographic and land use assumptions (density and intensity, population per single family and multifamily dwelling, and jobs per type of employment-generating use) for each General Plan land use designation and will project growth under the General Plan for buildout conditions. De Novo anticipates preparing growth projections for up to two land use alternative scenarios as well as a preferred land use map.

Parametrix will provide input into the evaluation of land use alternatives, in terms of location, levels of intensity, potential conflicts with adjacent transportation facilities, and circulation/access requirements. Transportation forecasts and assessments will be prepared for up to three alternatives with a horizon year land use and circulation scenario analysis at both Town-wide roadway levels. It is anticipated that the trip generation and roadway forecasts will be applied as part of the team's evaluation of the three land use and circulation alternatives.

As part of this task, Parametrix will obtain future passenger forecast data from Golden Gate Transit and Marin Transit. Parametrix will evaluate the potential for the bicyclist and pedestrian network to replace vehicle trips, especially for short trips such as to and from school, to run errands close to home or work, and to connect several activity centers. Parametrix will also identify opportunities to better integrate pedestrian and bicycle network use within the Town and with adjacent communities.

Deliverables: Technical memorandum from Parametrix on transportation model results and evaluation of three land use and circulation alternatives, including intersection level of service, VMT estimates, and bicycle and pedestrian facility effects.

7.4 Finalize Preferred Land Use Alternative

Results of the alternatives analysis will be shared with Town staff, the GPAC, Planning Commission, and the Town Council with land use and design direction for each opportunity area summarized and growth projections provided. Feedback will be solicited, resulting in Town Council direction on a preferred Land Use, Transportation and Policy Alternatives.

Task 8: Preparation of Draft General Plan

The preparation of a draft General Plan will start from the onset of the project, beginning with a review and update of the existing conditions reports, and paced to incorporate findings from community outreach, public meetings, and work products. One of the primary objectives of the general plan is to create a concise, readable, and attractive document. The elements will be annotated with photographs, illustrations, and maps to provide a more dynamic and informative document. More technical data will be included in the appendices.

One of the goals of the General Plan Update is to integrate environmental justice goals and policies throughout all elements. We will seek to identify underserved communities in San Anselmo and develop programs to ensure equitable access to community facilities, amenities, and services.

The General Plan will contain the following elements, including elements which are mandated by State law:

LAND USE AND PUBLIC FACILITIES

The Land Use Element will describe general land use patterns and designate the type, intensity, and general distribution of uses of land for housing, education, public buildings and grounds, waste disposal facilities, and other categories of public and private uses. As necessary, the element will include new land use designations to serve future growth. The element will incorporate the Town's adopted Bald Hill Area Plan. The Land Use element will discuss demographic and development trends, identify forecasted population and employment growth, and quantify additional residential and development projections based on the theoretical build-out of the Town. Goals, policies, and programs will guide future development and redevelopment in the Town toward transit-oriented land uses, economic and environmental resiliency, and a jobs/housing balance. The Land Use Element will also contain policies and programs to enhance the distinct identity and character of San Anselmo's downtown, main thoroughfares, and gateways.

CIRCULATION

The Circulation Element will address the challenges of the existing circulation network by identifying multi-modal travel strategies to manage traffic flow and roadway safety, promote public transit connectivity, encourage walking and cycling, balance parking demand, enhance accessibility for all, and address long-term maintenance of transportation infrastructure to ensure long-term functionality.

Parametrix will be the lead consultant for the Circulation Element. They will update goals, policies, and programs to be consistent with the community's values, characteristics, and desired future transportation vision. These will include policies related to Complete Streets and multimodal transportation, access for the mobility impaired, guidelines for the coordination of land use and development with the provision of adequate transportation facilities and services, and neighborhood traffic management. In addition, the Circulation Element will be updated to reflect new state laws, such as those related to multimodal circulation and reduction of vehicle miles traveled (VMT).

Parametrix will also identify objective standards that will assist the Town of San Anselmo to identify deficiencies in the Town's transportation network that may require improvements as part of the development of future non-discretionary housing projects.

Parametrix will provide strategies and multimodal street design to comply with state planning requirements, create safe and convenient pedestrian, bike, and transit opportunities, and promote alternative transportation modes. Parametrix will also identify regulations and opportunities to include transportation policies and actions to address emergency vehicle and fire equipment access, and public evacuation planning requirements.
A comprehensive update of the Circulation Element will include revised descriptions and maps, as appropriate, of the roadway system, traffic circulation characteristics, vehicle volumes, pedestrian and bicycle conditions and facilities, bus travel and routes, evacuation routes, and steps, lanes and paths.

CONSERVATION AND OPEN SPACE

The Conservation and Open Space Element will address the conservation, development, and use of natural resources, including water, forests, soils, and rivers. The element will also detail policies for the long-range preservation and conservation of open-space lands, including open space for the preservation of natural resources, the managed production of resources, agriculture, outdoor recreation, and public health and safety.

SAFETY AND NOISE

The Safety Element was updated in 2023. As described in Task 3, the consultant team will conduct a peer review of the element and provide recommendations as necessary to revise text, maps, goals, policies, and/or programs.

The element will also identify and appraise noise problems within the community and future noise levels. The element will establish standards for compatible land uses policies to address exposure to noise sources. Policies will be updated to reflect current best practices to enhance the quality of life for residents while promoting responsible land use and supporting the local economy.

HOUSING

The recently adopted Housing element will be incorporated into the new General Plan as an appendix. O'Rourke will create a summary of the Housing Element and the housing opportunity sites for the main body of the General Plan.

PARKS AND RECREATION

The Parks and Recreation Element will establish a framework to maintain, enhance, and expand, as desired, a system of high-quality parks, public facilities, amenities, and programming that is environmentally and financially sustainable, accessible, and meets the needs of all residents. WRT will have primary responsibility for the development of this element.

SUSTAINABILITY, CLIMATE CHANGE, AND RESILIENCY

The Sustainability, Climate Change, and Resiliency Element will provide a framework for promoting sustainability, reducing greenhouse gas emissions, and creating a community that is resilient to climate change impacts, including extreme heat, an increased risk of wildfire, and an increased risk of flooding from extreme storm events. The element will describe projected climate change impacts in San Anselmo and the region and identify populations that are especially vulnerable to these impacts. Drawing on the Town's latest Community-wide Greenhouse Gas Emissions Inventory report and the Town's Climate Action Plan, the element will summarize San Anselmo's greenhouse gas emissions, trends, and projections and the Town's plan to reduce community emissions over time. The element will include goals, policies, and programs to shift to renewable energy sources, conserve energy, electrify buildings and vehicles, promote low-carbon transportation modes, reduce waste, conserve water, and utilize green building techniques. These policies and programs will provide guidance for a future revision of the Town's Climate Action Plan which should be regularly updated (at least every five years) to incorporate new long-term reduction targets, strategies, technologies, and best practices.

ECONOMIC DEVELOPMENT

San Anselmo seeks to promote diverse and thriving commercial activities while preserving Town character and sense of place. The Economic Development Element will encapsulate the Town's strategy for economic growth, including goals and policies addressing a range of topics, likely including local job growth, economic diversity, land use and real estate investment, and retail and community amenities. The element will also provide policies and programs to enhance the distinct identity and character of the community, particularly along the main thoroughfares (Sir Francis Drake Boulevard, Red Hill Avenue, and Center Boulevard) that serve as gateways to the community and in Downtown San Anselmo.

EPS will lead the development of the Economic Development Element in and prepare the element in two stages. In the first stage, EPS will build on key themes identified in the Economic Development Analy-

sis (Task 7) and through community engagement and leverage the Town's existing strategic planning for economic development to craft a range of initial economic development strategies and policy recommendations. These strategies, policies, and associated implementation measures will draw upon EPS's local research, professional experience, and relevant best practices, recognizing the capacities and resources of the Town and its economic development partners. Recommendations will strive to capitalize on identified local strengths and will seek to mitigate unique challenges in San Anselmo. EPS approaches to economic development may address the Town's goals for jobs, housing, environmental protection, fiscal health, and/or other factors that influence local economic competitiveness.

In the second stage, EPS will draft the Economic Development Element for the General Plan. This Element will define the key economic goals and objectives as well as associated policies and implementation measures that will guide the Town's economic development efforts.

To inform the Economic Development Element, EPS will synthesize the Town's primary economic strengths, weaknesses, opportunities, and threats (i.e., SWOT assessment). This effort will organize the Town's economic context and local stakeholder input in a way that leads to identification of salient economic development considerations. The SWOT review will offer a digestible overview of economic development potential and will guide identification of potential economic development strategy options.

Relying on the SWOT assessment, and building on EPS professional experience in economic development, real estate, and public finance in local jurisdictions throughout California, EPS will define a broad set of possible economic development approaches. In consultation with Town staff, potential strategies will be revised and/or refined and organized around the main economic development goals of the Town.

8.1 General Plan Outline

O'Rourke will prepare an outline of the General Plan with suggestions for the likely element organization. O'Rourke will present the draft outline to Town staff for review and discussion. Revisions to the outline will be made based on Town staff feedback.

Deliverable: General Plan Outline

8.2 Draft Goals, Policies, and Programs

The consultant team will draft goals, policies, and programs as we move through the planning process. The consultant team will use feedback received from the public engagement process, and the evaluation of the existing General Plan policies and programs completed in Task 3, to draft goals, policies, and programs. Draft policies and programs will address new state laws and emerging issues. Policies will be written clearly and broadly enough to provide effective direction to staff and decision makers, and programs will be selected that can realistically be achieved through the life of the general plan given fiscal and resource constraints. SCP will review all proposed goals, policies and programs for clarity, feasibility, effectiveness, and internal consistency. De Novo will review draft policies and programs to proactively identify additional policies and action items necessary to mitigate environmental impacts that will be addressed in the EIR. Draft goals, policies and programs will be reviewed with staff and then with relevant committees and commissions, the GPAC, the Planning Commission, and the Town Council.

8.3 Coordinate with Outside Agencies

Given our experience in preparing General Plans, we understand the strong need for early and on-going coordination with regional and state agencies. O'Rourke will consult with all relevant resource and regulatory agencies and Native American tribes during the preparation of the Draft General Plan.

8.4 Draft Text and Prepare Maps and Graphics

O'Rourke will prepare a complete preliminary draft General Plan for review by Town staff. We will write in simple, clear, and engaging language that is geared for a broad audience. While the Plan will contain all information required by state law, background and technical information will be included as appendices. Parametrix will contribute to the development of the Circulation element, EPS will contribute to the Economic Development element, SCP will contribute to the Land Use & Public Facilities element, and WRT will contribute to the Land Use & Public Facilities, Conservation & Open Space, Parks & Recreation elements.

O'Rourke & Associates will lead the design of the General Plan and create a layout, type hierarchy, and design elements for the document. O'Rourke & Associates, with GIS assistance from De Novo, will create maps to accompany each element, including those required by state law, at an appropriate scale and level of detail for both printed documents and online viewing. The General Plan will be graphics-heavy and ADA accessible, with tables, charts, and photographs to illustrate each element.

Deliverable: Administrative Draft General Plan in Word

8.5 Prepare Draft General Plan

O'Rourke and the consultant team will revise the draft plan based on staff comments and prepare a draft General Plan for review by the GPAC, Planning Commission, and Town Council. With consultation from staff, O'Rourke will revise the draft plan in response to these comments and prepare a final draft General Plan.

Deliverables: Draft and Final Public Review Draft General Plan in InDesign

8.6 Prepare Final Draft General Plan

Following public review by the community, O'Rourke will work with staff to finalize the document and prepare it for adoption.

Deliverables: Final General Plan (electronic) and all GIS, InDesign, and other files packaged for Town use

Task 9: Plan Adoption

9.1 Prepare Resolutions for Plan Adoption and EIR Certification

SCP will prepare resolutions for General Plan adoption and EIR certification for the Planning Commission and Town Council hearings.

9.2 Prepare Final General Plan

O'Rourke & Associates will incorporate any final revisions from the Town Council hearing and finalize the adopted General Plan.

Task 10: Existing Conditions Reports

To prepare a meaningful General Plan, existing conditions and regulations must be well-understood and clearly documented. As the first major project deliverable, the Existing Conditions Reports will serve as a valuable resource for the Town Council, Planning Commission, Town staff, the community, and the General Plan team to refer to as the General Plan topics are considered, goals and policies are developed, and the Environmental Impact Report is prepared. We have found that preparing comprehensive documentation of existing conditions early-on in the process provides the entire team clarity on issues facing the Town, and fosters a deeper level of understanding of key topics that must be addressed from multiple angles throughout the project.

10.1 Preparation of Detailed Existing Conditions Reports

While there will be a significant amount of narrative discussion included in the Existing Conditions Report, we will also make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public. Changes in State law since adoption of the San Anselmo General Plan in 1975 and subsequent focused updates, including updates from 19884 through 2019, such as SB 99, AB (evacuation), SB 99, AB 747, and AB 1409 (evacuation), SB 901 and 2911 (fire hazards), SB 1000 (disadvantaged communities/ environmental justice), AB 32, SB 375, SB 197, SB 32, , SB 379, EO B-S-3-05 (climate change adaptation), AB 1358 (Complete Streets Act), SB 743 (CEQA/VMT), SB 5 and AB 162 (flood risks), and SB 18 and AB 52 (Native American consultation and resources), that affect the General Plan will be highlighted in the appropriate sections of the report.

Each report will describe current conditions and the regulatory framework, including relevant federal, state, regional, and local regulations and plans associated with the topics. While the final format and content will be developed in collaboration with the General Plan team and Town staff, the De Novo team expects the Report to consider the following issue areas and topics.

The Existing Conditions Reports will be provided as series of reports. Each report will address the topics identified in the General Plan RFP for the individual General Plan elements.

LAND USE

The Land Use report will address boundaries; sphere of influence area; planning area; existing/assessed land uses; current land use designations; zoning; specific and area plans (including Bald Hill Area Plan and Sorich Ranch Park Master Plan); vacant and underutilized parcels; recent development trends and applications; relevant land use plans and policies, including any relevant growth management measures; adjacent land uses; and land use constraints. Identify up to four focus areas and summarize primary land uses and planning documents that specifically address each focus area.

This report will include summary figures and information regarding constraints to land use, including physical constraints This report will include summary figures that demonstrate how land use patterns (assessed and designated), the circulation system, and community facilities infrastructure are affected by physical constraints, including ecological resources, steep hillsides, unstable soils, floodplains, and wildfire hazards.

Summary figures and information regarding opportunities associated with land uses, including access to recreation, open space, and community facilities will be provided.

While no disadvantaged communities are in San Anselmo, based on the CalEnviroScreen 3.0 and California Air Resources Board Priority Population Investment Areas map, this report will address environmental justice focusing on potential census tracts and block groups that have lower levels of resources/opportunities (based on California Department of Community Development and California Tax Credit Allocation Committee mapping), low incomes (based on California Air Resources Board Priority Population Investment Areas map), and factors that affect

PUBLIC FACILITIES

The Public Facilities report will address utility services (capacity and condition, water supply and sources, planned infrastructure additions or changes, status of plans, federal, state and local regulations); public safety services (fire and law enforcement, known provision constraints); and community facilities (Town-owned buildings, school districts, higher education, library facilities). This report will address public infrastructure conditions primarily related to additional capacity to accommodate projected growth and housing demand. The location of public facilities and utilities will be mapped, to the extent data is available via existing resources (Town of San Anselmo, Marin Water, Ross Valley Sanitary District, Ross Valley Fire Department). This report will address the potential need for additional public facilities based upon the increase in land use intensity, population, and the correlated need for additional services that may occur with intensification of land uses, including accommodating the Town's Regional Housing Needs Allocation.

CONSERVATION AND OPEN SPACE

The Conservation and Open Space Report will address biological resources and habitat; air quality; geology, soils, and seismicity; mineral and energy resources; hydrology (including surface waters and groundwater) and water quality; designated forests and timber protection zones, aesthetics, including scenic resources and highways, and open space, including open space for biological/habitat, agricultural, and visual resources. Peak & Associates will prepare the cultural and tribal cultural resources section, including the prehistoric and historic background of San Anselmo in the context of the greater region and a summary of cultural and tribal cultural resources based on a Northwest Information Center search, a Sacred Lands file check, and, if provided, information from local Native American tribes and historical societies. Peak & Associates will coordinate with De Novo and the Town to conduct SB 18 and AB 52 outreach and consultation. Note: If the Optional Community Design, Historic, and Cultural Preservation Task (Page & Turnbull) is selected, the Peak and Associates effort and cost will be replaced with the Page & Turnbull scope and cost.

PARKS AND RECREATION

The Parks and Recreation report will identify existing parks and recreation resources, including Town and County facilities and services. Parks, recreational facilities, and open space will be mapped and described. Parks and recreation resources will be addressed in terms of parks, open space, and trails acreage available per capita as well as identification of any gaps in neighborhoods and areas served based on the mapped proximity to parks and recreation facilities by neighborhoods and land uses.

SUSTAINABILITY, CLIMATE CHANGE, AND ENERGY

This report will include a climate change vulnerability assessment, using the Cal-Adapt web-based tool and other resources. This section will identify primary greenhouse gas (GHG) emissions sources and describe potential impacts associated with climate change, including extreme heat, changes in precipitation and drought, increased risk of wildfire and flooding, and other impacts. Populations and facilities vulnerable

to climate change impacts will be identified. This section will include relevant, available information from local and regional efforts, including the Town's Climate Action Plan, the Marin County Local Hazard Mitigation Plan 2023, and the MarinCAN climate adaptation program, and California's Fourth Climate Change Assessment San Francisco Bay Area regional report and reports and data available through California's Adaptation Clearinghouse. This section will also address energy, including electricity and natural gas, and will include data, where available, relating to energy consumption, energy conservation and efficiency, renewable fuel sources, and clean power acquisition. Potential strategies to enhance sustainability and climate resiliency through community practices, including actions by the public sector and private sector, will be identified.

SAFETY AND NOISE

This report will address natural and man-made hazards and public safety issues, including emergency response and evacuation routes, including capacity, safety, and viability of routes based on available data, including the Town's recently updated Safety Element, Marin County Local Hazard Mitigation Plan 2023, and Fire Safe Marin, and data; seismic and geologic risks; fire risks; hazardous materials; aircraft hazards; noise and vibration including noise monitoring survey (traffic noise, stationary sources, and community noise) results, noise exposure contours; and ground vibration thresholds and existing vibration environment. While the Town recently completed its Safety Element Update, safety-related information will be presented in this section to inform the preparation of the constraints maps for the Land Use report.

HOUSING AND SOCIOECONOMICS

This report will summarize population, demographic, and social characteristics, patterns, and trends based on recent data, including the City's recently adopted Housing Element, Plan Bay Area 2050, and U.S. Census data (decennial census and American Community Survey).

CIRCULATION

Parametrix will conduct a review of existing transportation conditions to identify the primary networks for each travel mode and identify gaps or significant deficiencies in the networks such as barriers to walking and biking, and locations with high levels of safety concerns. Existing conditions will be assessed using this baseline traffic data, current Town plans and programs, aerial images, and field observations.

As part of this Task, Parametrix will collect transportation-related data on roadway traffic counts, intersection traffic counts, and bus ridership. Following analysis of all available traffic data, a finalized baseline set of counts most representative of existing conditions will be determined and applied. Parametrix will perform intersection level-of-service analysis for existing conditions.

Parametrix will examine the existing sidewalk and bicycle network within the Town of San Anselmo. The adequacy of existing facilities will be evaluated based on criteria such as safety, connectivity, completeness of network, accessibility, convenience, and the ability to serve needs of different types of users. This assessment will include consideration of safety issues such as routes, lighting, and sidewalk and bike facility conditions.

Task 11: Preperation of Environmental Impact Report

The work plan described below will result in the preparation of a comprehensive and legally defensible Program-level EIR. De Novo will lead the preparation of the EIR, and Project Manager Christine O'Rourke will provide close coordination and supervision.
The EIR will be prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan.

A Program-level EIR is an informational document intended to inform public-decision-makers, responsible or interested agencies, and the general public of the potential environmental effects of a project, and where applicable, include mitigation measures that can be implemented to reduce or avoid the potential adverse environmental effects. While CEQA requires that major consideration be given to avoiding adverse environmental effects, the Town and other responsible public agencies must balance adverse environmental effects against other public objectives, including the economic and social benefits of a proposed project, in determining whether a proposed project should be approved.

Our team will work with Town staff to ensure that the General Plan and EIR function effectively within the context of the Town's internal processes (e.g. development project review), ordinances (e.g. Zoning Code), and other requirements (e.g. Climate Action Plan, NPDES permit requirements).

The Program-level EIR prepared will be prepared to serve as a long-term "first tier" EIR for the Town. The analysis will be thorough and comprehensive and will address the full range of impacts associated with development under the General Plan through its horizon year as well as cumulative buildout conditions. This EIR will be very useful during the CEQA review of future development and infrastructure projects that are consistent with the General Plan and will assist in streamlining the subsequent CEQA review of future projects. We will ensure that the EIR clearly describes how the EIR can be used to streamline the review of subsequent projects. The EIR will not include site- or parcel-specific review of impacts and will focus on the application of the proposed General Plan policies and programs and the application of the land use map and circulation diagram at the Town-wide/Planning Area level.

11.1 Draft Environmental Impact Report

EIR INITIATION

De Novo will meet with the Town staff team to initiate the EIR portion of the work plan. The purpose of the meeting will be to identify concerns and issues that have arisen since the first start-up meeting, review information needs, and discuss scheduling and expectations for the environmental setting and environmental review process. De Novo will coordinate with Town staff for the preparation of a base map that will be used during meetings and presentations and will also be used to provide base information for figures and exhibits used in the EIR. De Novo's GIS staff will be able to revise and amend the base map to address Town staff comments.

PROJECT DESCRIPTION

The Project Description will be included in the Notice of Preparation and will also be the Project Description section of the Draft EIR, prepared consistent with the requirements of State CEQA Guidelines Section 15124. The Project Description and will provide a detailed description of the General Plan appropriate for the programmatic analysis of environmental impacts. This section will describe project components, includ-

ing the land use map, policies/actions, circulation diagram, phasing of the General Plan Update, planned roadway and infrastructure improvements, expected rate/extent of development under the General Plan Update including any phasing, utility and public service expansion (e.g., water, wastewater, solid waste, fire, law enforcement), and clear identification of what would be defined as a "subsequent project" under the General Plan Update. The Town's objectives for the project will be described. In addition, graphics illustrating the proposed project and a description of anticipated actions associated with the project will be provided. The Project Description will support the anticipated development intensity and land uses envisioned for the General Plan, and will provide flexibility in regards to the evaluation of subsequent projects. The Project Description will be provided to Town staff for review and acceptance prior to impact analysis and completion of the Notice of Preparation.

NOTICE OF PREPARATION/ SCOPING MEETING

De Novo will prepare the Notice of Preparation (NOP) in accordance with the requirements of CEQA in order to define the scope of the environmental analysis. An administrative draft of the NOP will be prepared for Town review, and based on comments received, De Novo will prepare the final NOP and initial study for public distribution. De Novo will submit 15 copies to the State Clearinghouse on behalf of the Town.

The project will require a public scoping meeting, and De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised. In addition, De Novo (in coordination with the Town) will seek one-on-one meetings with key local, regional, and state agencies. As part of the scoping process, each Native American tribe identified through the SB 18 and AB 52 processes will be provided an opportunity for input and consultation on the General Plan Update.

SIGNIFICANCE CRITERIA

At the outset of the Draft EIR task, a draft set of significance criteria will be prepared for review by staff. The significance criteria will include proposed criteria for each topical issue to be addressed in the EIR and will be based on Appendix G of the CEQA Guidelines as well as plans, regulations, and ordinances adopted by the Town and, to the extent applicable, by state and regional agencies, such as the BAAQMD, CDFW, and Caltrans. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

DRAFT ENVIRONMENTAL IMPACT REPORT

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will consist of the following chapters: Executive Summary; Introduction; Project Description; Environmental Setting, Impacts, and Mitigation Measures; Alternatives Analysis; Other CEQA Requirements; and Report Preparers and References.

DRAFT ENVIRONMENTAL IMPACT REPORT FOR PUBLICATION

Upon receiving comments on the Administrative Draft EIR, the De Novo team will make the edits and generate a "screencheck Draft EIR" for Town review before Draft EIR production and public review. Any final Town edits will be incorporated into the Draft EIR.

De Novo will attend and participate in one public meeting on the Draft EIR, which will include preparation of a presentation on the content of the Draft EIR, including the major findings, and an overview of the CEQA process.

In order to keep Draft EIR copy costs down, De Novo may have the technical appendices placed on a CD that will be included in a sleeve in the back of the Draft EIR, or placed online on the General Plan website. De Novo will be responsible for printing and distribution of the Draft EIR to the State Clearinghouse. We will prepare a Notice of Availability for the Draft EIR; it is anticipated that the Town will have one round of review of the draft notice.

De Novo will attend public workshops and hearings to receive comments on the Draft General Plan and EIR. De Novo will provide Town staff with support in preparation for these meetings, including preparation of presentations. We will attend meetings prepared to present the Draft EIR, and to answer questions regarding the scope and content of the documents.

11.2 Final Environmental Impact Report

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments received by the Town, as well as oral comments received during public hearings. Upon completion, copies of the Administrative Final EIR will be forwarded to the Town for review. The Final EIR document, which will be separately bound, will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and strike-through for deleted text).

With respect to the Final EIR and Response to Comments, the De Novo team anticipates up to 50 comment letters of normal detail (one to three pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate. We also assume one round of Town review of the Administrative Final EIR and one round of Town review of the screencheck Final EIR prior to public release.

The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. De Novo will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update. It is intended that each mitigation measure will be incorporated into the General Plan as a policy or implementation program, and that there will not be separate measures to monitor and enforce following adoption of the General Plan. As described under Task 4.5, the General Plan will include an implementation program that identifies how each implementation measure will be implemented, including the Town department responsible for implementation, the funding source(s), and timing of implementation.

11.3 Findings of Fact/Statement of Overriding Considerations

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not

selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

Deliverables for Task 11: De Novo will provide all administrative draft and screencheck draft documents in PDF and Word formats. Electronic copies (PDF) in high-quality, reproducible format will be provided of each public review document (public Existing Conditions Report, Notice of Preparation, Draft Environmental Impact Report, and Final Environmental Impact Report). De Novo will deliver electronic copies of the Notice of Preparation, the Draft Environmental Impact Report, and the Notice of Completion to the State Clearinghouse for distribution. With the exception of the State Clearinghouse distribution, De Novo anticipates that the Town will arrange for notification and distribution of all documents.

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COST PROPOSAL

Cost Proposal

Our Cost Proposal includes all personnel and direct costs for the prime consultant and subconsultants. Hourly rates are provided on the following page. A more detailed cost proposal is available in an Excel spreadsheet upon request.

General Plan Update

	O'Rourke	*SCP*	*WRT*	*De Novo*	*Parametrix*	*EPS*	*Expenses*	*Total*
Task 1: Project Kick-off								
1.1 Kick-Off Meeting & Site Tour	4	4	8		2		$120	$3,268
1.2 Background Information Review	6	6						$2,100
Task 2: Meetings and Project Management								
2.1 Project Management	220		32		32			$50,192
2.2 Staff and Team Meetings	156	50	20		12			$42,920
2.3. Public Meetings and Hearings	200	200	79		12	20	$1,665	$94,885
Task 3: Current General Plan Evaluation	4	25						$5,075
Task 4: Vision Statement	2	20						$3,850
Task 5: Community Engagement								
5.1 Engagement Plan and Database	1	5						$1.050
5.2 Project Website	229						$1,660	$34,185
5.3 Stakeholder Interviews	18	18	9					$8,006
5.4 Web-based Surveys	12							$2,100
5.5 Pop-Up Events	25	15					$2,400	$9,150
5.6 Community Workshops	120	24	148		28		$6,250	$55,737
Task 6: Economic Development Analysis						146	$1,000	$39,970
Task 7: Circulation and Land Use Alternatives								
7.1 Identify Opportunity Sites/Areas		3						$525
7.2 Develop Land Use Alternatives		5	22		52			$15,099
7.3 Build Out Projections and Alt.				80	52		$650	$22,590
7.4 Finalize Land Use Alternative		4						$700
Task 8: Prepare Draft General Plan								
8.1 General Plan Outline	4							$700
8.2 Draft Goals, Policies, and Programs	2	20			66	50		$29,900
8.3 Coordinate with Outside Agencies	4							$700
8.4 Draft Text, Maps, and Graphics	195	5	154	128	70	100	$80	$113,579
8.5 Prepare Draft GP	120	5	86				$40	$33,305
8.6 Prepare Final Draft General Plan	30	5	52					$13,458
Task 9: Plan Adoption								
9.1 Resolutions		10						$1,750
9.2 Prepare Final General Plan	10							$1,625
Task 10: Existing Conditions Reports	20							$3,500
Task 11: Preparation of EIR								
11.1 Draft EIR	5							$875
11.2 Final EIR	2							$350
11.3 CEQA Findings of Fact	2							$350
TOTAL	1,391	424	610	208	326	316	$13,865	$591,365

Environmental Review

	Parametrix	*De Novo*	*Saxelby*	*Peak*	*Expenses*	*Total*
Task 1: Project Kick-off						
1.1 Kick-Off Meeting & Site Tour		26				$3,890
Task 2: Meetings and Project Management						
2.1 Project Management		100				$17,000
2.2 Staff and Team Meetings		70				$11,700
2.3 Public Meetings and Hearings		36			$800	$6,860
Task 10: Existing Conditions Reports	110	872	$9,000	$8,500	$10,580	$159,360
Task 11: Preparation of EIR						
11.1 Draft EIR	140	992	$6,500	$1,200	$800	$165,270
11.2 Final EIR		420	$800			$58,980
11.3 CEQA Findings of Fact		60				$8,380
TOTAL	250	2,576	$16,300	$9,700	$12,180	$431,440

Expenses include, printing, workshop materials, fees, subcontracted services, travel, and website hosting and licenses.

Rate Schedule

Firm	*Position*	*Hourly Rate*
O'Rourke	Principal	$175
O'Rourke	Graphic Designer	$150
O'Rourke	Web Developer	$125
SCP	Principal	$175
WRT	Principal	$278
WRT	Project Manager/ Level III	$179
Parametrix	Principal	$390
Parametrix	Planning Lead	$160

Firm	*Position*	*Hourly Rate*
Parametrix	Technical Lead	$160
Parametrix	Graphic Designer	$160
Parametrix	Project Controls	$155
EPS	Principal	$315
EPS	VP	$265
EPS	Associate	$205
De Novo	Project Manager	$185
De Novo	Principal Planner	$160

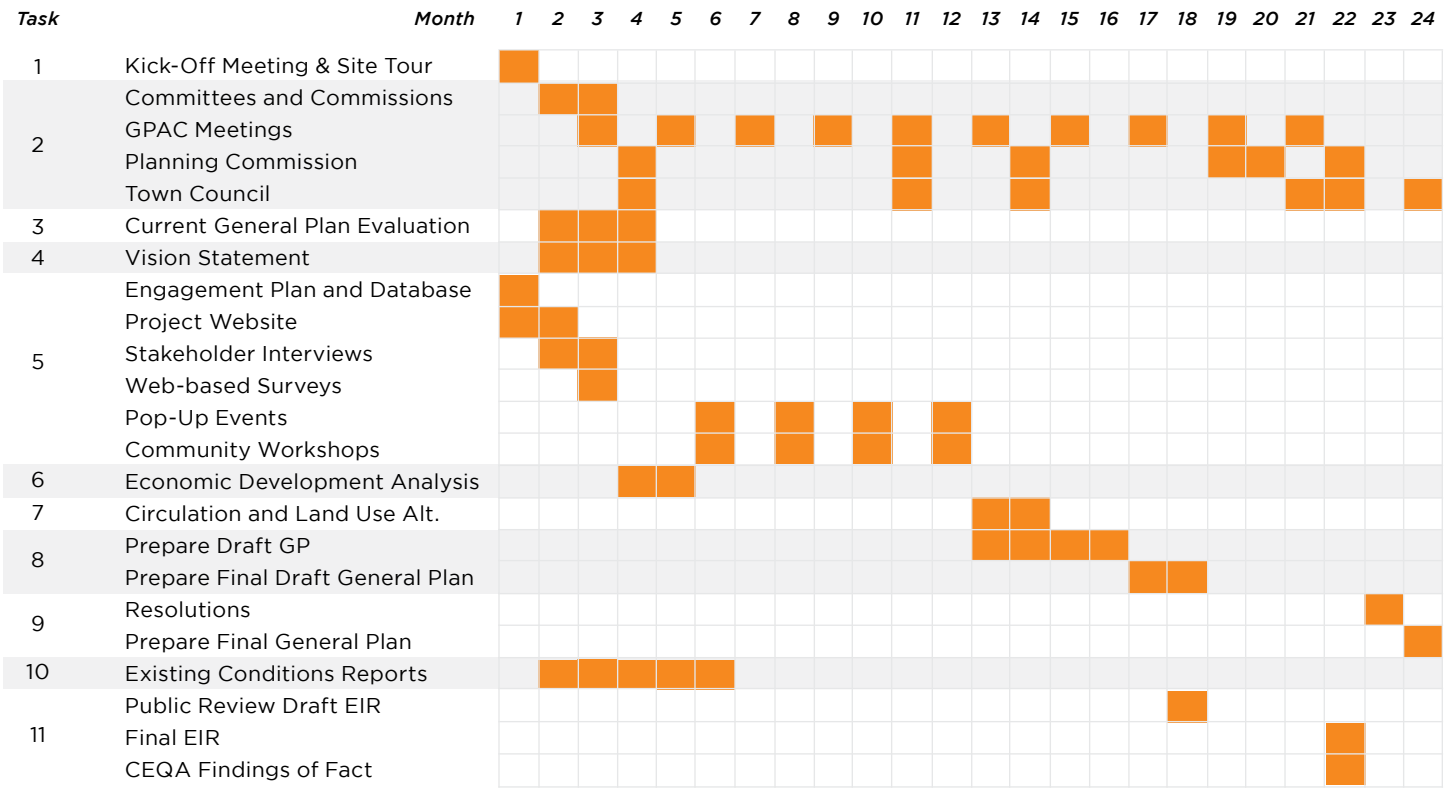
Firm	*Position*	*Hourly Rate*
De Novo	Senior Planner	$125
De Novo	Associate Planner	$115
De Novo	GIS/ Graphic	$105

E

SCHEDULE

Schedule

The proposed schedule builds on the draft project timeline presented in the Request for Proposals, based on our proposed work plan. The schedule will be refined with staff during the kick-off meeting and finalized with input from decision makers.



G

RELEVANT EXPERIENCE AND PROJECTS



CLIENT REFERENCE
Dina Tasini
Director of Community Development
Town of Tiburon
(415) 435-7393
dtasini@townoftiburon.org

VALUE OF SERVICES
$1,155,000

LEAD CONSULTANT
O'Rourke & Associates

TEAM CONSULTANTS
WRT
Sustainable Community Planning
TJKM
De Novo Planning Group
Ricardo Huerta Niño
Cole Short Design

Tiburon General Plan Update

Tiburon, CA

Tiburon updated its General Plan for the first time since 2005, giving the Town and its residents an opportunity to envision the future and respond to contemporary challenges. The project included an update of the Housing Element, which led to significant rezoning of commercial properties in the downtown to mixed use and new policies and programs to activate the community core, create community gathering spaces, improve mobility, and accommodate housing demand.

Recognizing the twin imperatives to build a welcoming and diverse community and mitigate and adapt to climate change, the updated General Plan includes new elements on Sustainability and Diversity, Equity + Resilience, as well as an expanded Safety + Resilience element to address Tiburon's vulnerability to sea level rise and climate change impacts.

The project included significant community engagement, including workshops, webinars, an open house, surveys, mailers, a dedicated website, and print and social media. A bilingual subconsultant was also engaged to conduct targeted outreach to Tiburon's Hispanic and low-income community members.

The Tiburon General Plan 2040 is available at CreateTiburon2040.org.



CLIENT REFERENCE
Sandra Liston
Planning & Building Director (former)
Town of Yountville
(702) 944-8851

LEAD CONSULTANT
O'Rourke & Associates

TEAM CONSULTANTS
WRT
Sustainable Community Planning
De Novo Planning Group

Yountville General Plan Update and Zoning Code Update

Yountville, CA

Yountville's General Plan Update strove to uphold the values important to the community – small town character, environmental and agricultural protection, historical preservation, and sustainability – while remaining a welcoming destination for the many Napa Valley visitors. Opportunities and challenges were identified through a series of community workshops and surveys, and the consultant team worked closely with a Town Advisory Group to study alternatives and develop goals, policies, and programs for the General Plan Update. Change areas were identified where new development and/or redevelopment was desired to accommodate growth and workforce housing and provide community amenities. After the General Plan was adopted, O'Rourke & Associates and Sustainable Community Planning updated the Zoning Code to implement new General Plan policies for new land uses and development and design standards.

The Yountville General Plan is available at envisionyountville.com.



CLIENT REFERENCE
Michael Frank
City Manager (former)
City of Novato
922 Machin Avenue
(415) 798-6073
mfrank@marinjpas.org

PROJECT MANAGEMENT
O'Rourke & Associates

CONSULTANTS
Parisi Transportation Consulting
W-Trans
Rincon Consultants
Opticos Design
Kim Dow Graphic Design
Cole Short Design

Novato General Plan Update

Novato, CA

The Novato General Plan Update was an in-house effort led by Bob Brown, who was then the Community & Development Director and is now principal of Sustainable Community Planning. O'Rourke & Associates provided project management services, wrote the text for the plan, and updated the City's Climate Change Action Plan, which was incorporated into the General Plan.

Land use alternatives focused on four distinct areas that could benefit from revitalization and accommodate new growth in the Downtown and along Redwood Boulevard. Design charrettes and interactive workshops enabled community members to envision new land uses, mobility connections, streetscapes, and building forms, culminating in a well-articulated vision statement and specific policies and programs for each focus area.

The update process included the development of eleven "white papers" on key topics to resolve important policy issues prior to drafting the plan. Topics included hillside and ridgeline protection, water availability and conservation, and sea level rise and adaptation. The final plan integrated themes on Sustainability and Healthy Eating and Active Living throughout the document.

The Novato General Plan 2035 is available at novato.org.

H

TEAM RESUMÉS AND REFERENCES



Christine O'Rourke

Principal, O'Rourke & Associates

20 Nunes Drive
Novato, CA 94945
(415) 613-2907
christine.o@comcast.net

AREAS OF EXPERTISE

- General Plans
- Climate Action Plans
- Housing Elements
- Project Planning
- Project Management
- Greenhouse Gas Inventories

PROFESSIONAL HISTORY

O'Rourke & Associates
2005-Present

Baird + Driskell
2002-2005

EDUCATION

Boston University, BA
San Francisco State University, MBA

CLIENT RELATIONSHIPS

- Town of Tiburon
- Town of Yountville
- City of Novato
- City of San Rafael
- City of Martinez
- City of Saratoga
- City of St. Helena
- Town of Corte Madera
- City of Belvedere
- City of Larkspur
- Town of San Anselmo
- Town of Ross
- County of Martin
- Marin Climate & Energy Partnership

Relevant Projects and References

Tiburon General Plan 2040, Town of Tiburon, 2020-2023. Lead consultant for a comprehensive update of Tiburon's General Plan, including the 6th cycle Housing Element and elements on Sustainability, Safety + Resiliency, and Diversity, Inclusion + Equity. Managed a team of six subconsultants. Outreach included a dedicated website, virtual workshops, social and print media, mailings, focus groups, stakeholder interviews, surveys, and an open house. Documents, workshop presentations, surveys, and background materials are available at createtiburon2040.org.

Town of Tiburon
1505 Tiburon Blvd.
Tiburon, CA 94920

Reference:
Dina Tasini, Director of Community Development
(415) 435-7393
dtasini@townoftiburon.org

Yountville General Plan, Town of Yountville, 2016-2019. Project Manager and document writer for a comprehensive update of Yountville's General Plan. The project included working with a Council-appointed advisory committee over a one-year period; developing goals, policies, and programs and writing text for the plan; presenting findings, gathering input and receiving direction from the Town's committees, commissions, and Council; and extensive community outreach including four community workshops.

Town of Yountville
655 Yount Street
Yountville, CA 94599

Reference:
Sandra Liston, Planning and Building Director (former)
(707) 944-8851

Novato General Plan 2035, City of Novato, 2013-2017. Project Manager for an in-house update of the Novato General Plan. The project included an existing conditions report, 11 policy papers, design charettes, community workshops, pop-up workshops, and online surveys. Christine also wrote the plan's text, coordinated graphic design and production, and updated the Climate Action Plan for incorporation into the General Plan.

City of Novato
922 Machin Avenue
Novato, CA 94945

Reference:
Michael Frank, City Manager (former)
(415) 798-6073

Additional Projects

Corte Madera Housing Element and Safety Element Update, 2021-2023. Updated the Town's Housing Element and Safety Element, incorporating the 6th cycle regional housing needs allocation and addressing new state legislation. Worked with a team of consultants. Provided strategy input, participated in virtual workshops, conducted research, and wrote the elements, incorporating work from other consultants. The Housing and Safety Elements were adopted in June 2023 and are available at cortemaderahousing.org.

Marin Climate and Energy Partnership, 2010-present. Sustainability Coordinator for the Marin Climate and Energy Partnership (MCEP), a partnership of the eleven Marin cities and towns, the County of Marin, and three public agencies. Develop climate action plans and prepare annual greenhouse gas inventories for the MCEP cities and towns, which are available on the MCEP website at www.marinclimate.org.

City of Saratoga Climate Action Plan and Annual Greenhouse Gas Emissions Inventories, 2020-2023. Developed a Climate Action Plan for the City of Saratoga designed to meet a GHG reduction target of 40% below 1990 levels by 2030, consistent with statewide targets, and adapt to the impacts of climate change. Provide annual greenhouse gas inventories and benchmarking to key metrics to monitor progress and recommend priority projects.

Martinez General Plan, Town of Martinez, 2016-2018. Christine assisted the City of Martinez in updating and refining a draft General Plan that was previously prepared in-house. She developed four policy papers exploring significant issues that had been raised during public review of the draft EIR and worked with the Planning Commission and Council to resolve those issues. She also peer-reviewed the draft General Plan and revised it to conform to new state requirements.

Yountville Climate Action Plan, Town of Yountville, 2015-2016. Christine worked with the Town of Yountville and their Council-appointed Go Green Team to develop a Climate Action Plan to reduce greenhouse gas emissions from government operations and community activities. The project involved educating committee members on greenhouse gas emission sources and potential mitigation measures over 14 meetings and leading a community workshop that gathered community feedback on proposed actions.

Housing Element Updates, 2002-2015. Christine has been assisting communities with the preparation of their housing elements since 2002. For the 2015-2023 housing element cycle, Christine successfully updated housing elements for the towns and cities of Corte Madera, Tiburon, Belvedere, Novato, St. Helena, Larkspur, and San Anselmo. The projects included community workshops, planning commission and council study sessions and hearings, and preparation of environmental review documents. All seven jurisdictions received approval from the California Department of Housing and Community Development before the statutory deadline.

Town of Ross, 2006-2012. Christine provided contract planning services to the Town of Ross. Projects included writing grant proposals, managing grants and consultants, developing ordinances, providing feasibility analyses for potential municipal projects, leading community workshops, and writing and producing the Town's newsletter and annual reports.

Additional References

Adam Wolff
Town Manager
Town of Corte Madera
(415) 927-5064

Cory Bytof
Sustainability and Volunteer Program Manager
City of San Rafael
(415) 485-3407



Sustainable Community Planning

Robert M. Brown, AICP

17 Rebelo Lane
Novato, CA 94947
415-408-8293
sustainablebob@gmail.com

PROFESSIONAL EXPERIENCE

Sustainable Community Planning, Principal 2011-present
City of Novato, Community Development Director 2012-2019
Dominican University, Adjunct Professor 2000-2009
City of San Rafael, Community Development Director 1998-2011
City of Milpitas, Community Development Director 1994-1997
City of San Mateo, Chief of Planning 1987-1994
City of Palo Alto, Planning Manager 1980-1987

EDUCATION

San Jose State University, Master of Urban and Regional Planning
University of Santa Clara, Bachelor of Sciences, Environmental Biology
Dominican University, Certificate in Sustainable Practices

REPRESENTATIVE PROJECTS

San Anselmo Objective Development and Design Standards (2023)
Tiburon General Plan and Objective Development and Design Standards (2021-2023)
Sausalito Objective Development and Design Standards (2022-Ongoing)
Tiburon Green Building Reach Code Adoption (2023)
Corte Madera Green Building Reach Code Adoption (2022)
Corte Madera Short-Term Rental Licensing Ordinance (2022-2023)
Yountville Zoning Code Update and Objective Development and Design Standards (2021-2022)
Pinole Objective Development and Design Standards (2022)
Novato General Plan (2012-2019)
San Rafael General Plan (2000-2004)
St. Vincents/Silveira Specific Plan (1999-2001)
San Mateo General Plan (1996)

AWARDS

Leadership in Sustainability Award – Marin Builders Association
San Rafael General Plan 2020 – California Chapter American Planning Association
San Rafael Downtown Specific Plan – Ahwahnee Award, Local Government Commission
San Mateo General Plan 2000 – American Planning Association

Parametrix | Parisi TRANSPORTATION CONSULTING

DAVID PARISI, PE, TE

TRAFFIC ENGINEER / CIVIL ENGINEER



David Parisi manages a variety of challenging transportation projects throughout the West Coast. David's 37 years of experience include various aspects of transportation and environmental planning, and civil and traffic engineering. He spearheads multi-disciplinary transportation projects from inception through design and development. These projects include environmental assessments in accordance with NEPA and CEQA; highway, railway, and multi-modal corridor studies; area-wide traffic circulation studies; rail transit projects; roadway and interchange feasibility analyses; access planning for pedestrians, bicyclists, and people with disabilities; localized traffic impact evaluations; and transportation system improvements.

David specializes in safe routes to school planning and program management, developing bicycle and pedestrian, Complete Street, transit and transit-oriented development, and traffic calming projects. His relevant experience in these areas includes:

SELECTED PROJECT EXPERIENCE

SAFE ROUTES TO SCHOOL

- Marin County SR2S Program, Marin County: Program manager
- Santa Barbara SR2S Project, Santa Barbara: Transportation engineer
- ITE School Safety Task Force, California: Committee chair
- Safe Routes to School Training Workshops, National: Project manager
- California Statewide Safe Routes to School Committee: Member

TRAFFIC CALMING & TRAFFIC STUDIES

- Sacramento School Zone Speed Limit Establishment Study, Sacramento: Project lead
- San Anselmo Engineering & Traffic Survey: Project lead
- Sausalito Engineering & Traffic Survey: Project lead
- Mill Valley Engineering & Traffic Survey: Project lead
- Seaside Engineering & Traffic Survey and School Zone Speed Limit Study: Project lead
- Marin County Systemic Safety Analysis Report, Marin County: Project manager
- Traffic Calming Guidebook Development, Various Cities: Manager
- San Jose Schools Traffic Calming Program, San Jose: Project manager
- San Francisco Vision Zero Ramp Intersections Study, San Francisco: Principal-in-Charge

MULTIMODAL PLANNING & DESIGN

- Yerba Buena Island Southgate Road Realignment Improvements Project, San Francisco: Project manager
- Otis Drive Traffic Calming and Safety Improvements, Alameda: Project manager
- Better Market Street Plan, San Francisco: Project manager
- Miller Avenue Plan, Mill Valley: Project manager
- Bridgeway Multimodal Project, Sausalito: Project manager

PROFESSIONAL HIGHLIGHTS

- Registered Civil Engineer and Traffic Engineer
- 37 years of experience, 22 with Parametrix, formerly Parisi (founder)
- Certified Walkable Community Workshop Trainer (Caltrans and Dept. of Health Services)
- National Trainer in Traffic Calming and Safe Routes to Schools
- Developed National Safe Routes to School Training Course for FHWA and the Pedestrian and Bicycle Information Center (PBIC)
- Member of ITE, WTS and CNU
- Past president of 700-member Bay Area Section of Institute of Transportation Engineers

EDUCATION

- B.S. Civil Engineering, Colorado State University, 1985

PUBLICATIONS

- NACTO Urban Bikeway Design Guide, 2013
- "Transportation Practitioners – Stakeholders in Safer Routes to School, ITE Journal, 2012
- "Transportation Professionals Get Involved with Safe Routes to School", ITE Journal, 2005
- "Transportation Tools to Improve Children's Health and Mobility", CA DHS, OTS and LGC, 2003
- "A Community-Driven Approach to Traffic Calming", ITE 2001
- "What is 'Trip Capacity' and Why is it Important in Mixed Use Transit Oriented Development?", Railvolution 2001
- "Can An Arterial Roadway Be A Main Street", ITE International Conference 1999.
- "Prioritizing Multi-Modal Projects", Pro Walk International Conference, 1996

Parametrix | Parisi TRANSPORTATION CONSULTING 800 BANCROFT WAY, SUITE 203, BERKELEY CA 94710 | P 510-343-6400 | WWW.PARAMETRIX.COM



PETER WINCH

AICP
SENIOR ASSOCIATE | PLANNER

PROJECT ROLE: PROJECT MANAGER

WRT

PROJECT EXPERIENCE

Project Award +

Tiburon General Plan +
Objective Design and Development Standards
Tiburon, CA

Yountville General Plan
Yountville, CA

Tiburon Parks Master Plan
Tiburon, CA

Fresno Parks Master Plan +
Measure P Implementation Projects
Fresno, CA

Tracy Parks, Recreation, and Trails
Master Plan + Nature Park
Tracy, CA

San Diego College Area
Community Plan Update
San Diego, CA

San Leandro Parks Master Plan
San Leandro, CA

Castro Valley Engagement
on Recreation Priorities
Castro Valley, CA

Ashland Common Master Plan
Ashland, CA

Mateo Street Park Master Plan
Ashland, CA

HARD Parks Master Plan
Hayward Area, CA

HARD Trails & Open Space Master Plan
Hayward Area, CA

San Lorenzo Creekway and
Foothill Trail Master Plans
Hayward Area, CA

Benicia Parks, Recreation &
Open Space Master Plan
Benicia, CA

San Luis Obispo Blueprint for
Parks and Recreation
San Luis Obispo, CA

Sonoma Developmental Center
Site Reuse Master Plan
Eldridge, CA

Peter has fifteen years of urban and regional planning experience, developing general and specific plans, parks system plans, zoning, and urban design studies at a range of scales and settings. He is interested in diverse development patterns, great public spaces, connective street networks, and the relationship between these parts. Peter seeks solutions that achieve multiple goals, contribute to livable places, and grow out of the unique problems of each project.

EDUCATION

University of Michigan, *Master of Urban Planning and Master of Urban Design*

Brown University, *Bachelor of Arts, Urban Studies*

AFFILIATIONS + AWARDS

Member, American Institute of Certified Planners (AICP)

California APA San Diego Chapter, Comprehensive Plan Award, Large Jurisdiction, for Southeastern San Diego and Encanto Neighborhoods Community Plans, 2016

California APA Central Section, Outstanding Planning Award of Merit in Comprehensive Planning, Small Jurisdiction, Turlock General Plan, 2013

University of Michigan Taubman College of Architecture and Urban Planning, Raoul Wallenberg Fellowship, 2004

ENGAGEMENT

San Francisco Education Fund, Tutor, 2016-18



Benjamin C. Sigman

Principal

Education

MS Agricultural and Resource Economics, University of California, Davis, 2003

BA Economics, Colby College, 1999

Previous Employment

Principal and Vice President, AECOM (2009-2011)

Senior Associate, Economics Research Associates (2005-2008)

Associate, Economic & Planning Systems (2004-2005)

Research Analyst, Industrial Economics, Inc. (1998-2002)

Affiliations

Urban Land Institute

About

Benjamin C. Sigman is a land use economist with over 20 years of experience providing consulting services for public, private, and institutional clients. Ben possesses significant expertise analyzing land use potential, policy, and regulation. He authors studies that evaluate real estate market and financial feasibility factors, and offer strategies for financing public improvements. He also conducts economic and fiscal impact analysis of wide-ranging activities, including infrastructure development, commercial operations, and open space management. In his planning and economic development work, Ben guides communities toward competing through quality of place, value creation, and public investment.

Before joining EPS in 2011, Ben worked for AECOM (New York and San Francisco) and Industrial Economics, Inc. (Cambridge, Massachusetts), providing economic analysis and advisory services to private and public clients, including federal, state, and local governments. His work included benefit-cost studies related to land use policy and regulation, and associated litigation support.

Selected Project Experience

Town of Danville Comprehensive Economic Development Plan

Project manager and senior economist for the Town of Danville's most recent Comprehensive Economic Development Plan. Ben examined the Town's competitiveness and prepared a plan to actively promote economic and fiscal sustainability. The effort was extensive, with significant data analysis and outreach to the Town's business community and the Town Council. EPS considered local conditions in the context of the regional economy, as well as broad trends in employment growth, trade, and retailing. Based on EPS recommendations, the Town proceeded with zoning modifications in the downtown area of Danville, leading to improved retail occupancy and economic activity.

City of Scotts Valley Economic Development Strategy Framework

Principal in Charge of the City's Economic Development Strategy Framework study. Ben identified strengths and opportunities within the city and acknowledged weaknesses and threats to be addressed. Leveraging local expertise, Ben presented relevant economic trends and offered high-level recommendations concerning potential economic development efforts intended to sustain or improve the City's competitive position in the region, to attract new jobs, grow its economic base, and improve its fiscal condition. The Economic Development Strategy Framework provides staff with a resource to guide economic development activities over several years.

Napa Valley Ruins and Garden Study, American Canyon

Senior economist for a market and financial feasibility analysis of a destination retail and event facility at a unique industrial reuse site in Napa County. The study provided concept evaluation, assessed market demand, and estimated revenue potential to determine the financial viability of the project. EPS also assisted the development team with negotiation of public infrastructure contributions. This later phase of work included extensive fiscal impact analysis to determine the project's impact on City finances.

Economic & Planning Systems, Inc.
The Economics of Land Use

1330 Broadway, Suite 450 ▪ Oakland, CA 94612
510.841.9190 ▪ bsigman@epsys.com ▪ www.epsys.com

De Novo Planning Group

Beth Thompson - Principal and Project Manager



Ms. Thompson is a founding Principal with De Novo, with over 22 years of professional planning experience. Her responsibilities include general plan preparation and management, senior review of environmental documents, environmental planning, Housing Element updates, policy document preparation, and contract planning.

Ms. Thompson specializes in Community Planning, CEQA and National Environmental Policy Act compliance. Recent experience in the Marin region includes the City of Sausalito's 6th Cycle Housing Element (adopted and certified in 2023), the Town of Tiburon General Plan Update (certified), and the Sausalito Housing Element Programs EIR (underway). Her experience includes the preparation and management of numerous General Plan Update projects, including the Cotati General Plan Update and EIR, Sebastopol General Plan Update, EIR, and Zoning Code Update, Brentwood General Plan and EIR, Manteca General Plan Update and EIR, Oakley Focused General Plan Update, and Pittsburg General Plan Update and EIR. Ms. Thompson also has extensive experience preparing and managing General Plan EIRs and focused General Plan environmental review, including the Town of Yountville General Plan Update EIR, City of Martinez General Plan EIR, and Novato 5th Cycle Housing Element EIR. Ms. Thompson is an industry leader in the field of Housing Elements, and General Plan EIRs, and she has a proven track record of successfully completing complex and legally defensible environmental and planning documents. Ms. Thompson graduated from the University of California, Davis with a bachelor's degree in Environmental and Resource Sciences.

Christina Erwin, Principal Planner and Project Manager



Christina Erwin is a principal planner with De Novo Planning Group and has more than 22 years of experience in environmental planning for public- and private-sector clients throughout Northern California. She has successfully managed many environmental planning projects involving urban infill, new land development, major sports and entertainment venues, general plans, and large-scale specific plans. Christina's specialty is working on technically and politically complex, multifaceted projects that require a high degree of coordination and interface with multiple stakeholders. She develops and guides the strategic application of CEQA for projects, with a focus on streamlining environmental review, providing rigorous environmental analysis, identifying implementable mitigation measures, and helping clients achieve their project objectives. Christina has significant experience working on prominent projects and delivering high quality environmental documents within strict timeframes.

TOWN OF SAN ANSELMO

RESOLUTION NO. 2024-XX

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO TO ESTABLISH THE GENERAL PLAN ADVISORY COMMITTEE

WHEREAS, the Town of San Anselmo is in the process of updating the General Plan; and

WHEREAS, the Town Council values and respects the opinions, knowledge, and experiences of its residents and community stakeholders, and desires those residents and community stakeholders to play an important role in the General Plan Update process; and

WHEREAS, to facilitate the General Plan Update and to ensure all segments of the San Anselmo community are being represented, the Town Council desires the formation and membership of a General Plan Advisory Committee ("GPAC") that will help guide policy changes associated with the General Plan Update; and

WHEREAS, the Town Council believes a GPAC will also provide an important public forum for the community's participation in shaping the goals and policies of the General Plan Update; and

WHEREAS, on April 23, 2024, the Town Council conducted a public meeting to consider the formation of the GPAC to support the General Plan Update; and

NOW, THEREFORE BE IT RESOLVED, in the interest of successfully completing an update to the General Plan in a transparent and timely manner, the Town Council hereby forms a temporary Committee as follows:

a. Name: General Plan Advisory Committee (GPAC)

b. Role: The role of the GPAC is as follows

1. Facilitate, in concert with Town staff, consultants and the public, the update of the San Anselmo General Plan.

2. Supplement the community input provided at public workshops and provide feedback and guidance throughout the General Plan Update.

3. Provide feedback and direction to the project consultant and Town staff, with the goal of developing policies and objectives of the new General Plan that are responsive to community input, conditions, goals, and vision.

4. Help tailor the project to local conditions, including the approach taken for each major step in the process as well as public engagement strategies employed.

5. Refine the approach taken for each major step in the process, provide feedback through interim steps, review reports, and review policy alternatives to select preferred policies.

6. Provide guidance at key project milestones.

7. Communicate information about the General Plan Update to San Anselmo community members and to encourage all interested parties to participate in the process.

8. Make a recommendation to the Planning Commission and the Town Council on the adoption of the General Plan Update.

c. Organization: Up to fifteen (15)-member committee as described below to meet up to 10 times throughout the General Plan Update process.

1. Town Councilmember
2. Town Councilmember
3. Planning Commissioner
4. Planning Commissioner
5. Climate Action Committee Member
6. Open Space Committee Member
7. Economic Development Committee Member
8. Bicycle and Pedestrian Advisory Committee Member
9. Parks & Recreation Commission Member
10. Racial Equity Committee Member
11. At-Large High School Student (The student is required to reside within the Town of San Anselmo.)
12. At-Large Resident or Non-Resident Stakeholder
13. At-Large Resident or Non-Resident Stakeholder
14. At-Large Resident or Non-Resident Stakeholder
15. At-Large Resident or Non-Resident Stakeholder

d. Term: Members shall serve until the Town Council adopts the updated General Plan. The GPAC shall dissolve automatically following adoption.

e. Brown Act: All meetings of the GPAC shall be conducted in accordance with the requirements of the Ralph M. Brown Act.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the 23rd of April, 2024 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSED:

APPROVED:_____
Eileen Burke, Mayor

ATTEST: _____
Serge Avila, Town Clerk

Steve Burdo
Mayor

Eileen Burke
Vice Mayor

Brian Colbert
Council Member

Tarrell Kullaway
Council Member

Alexis Fineman
Council Member

TOWN OF
SAN ANSELMO
EST. 1907

San Anselmo General Plan Update

REQUEST FOR PROPOSALS

Issued: November 15, 2023
Proposals due: Monday, December 18, 2023, at 5:00 p.m.

The Town of San Anselmo invites you to submit a proposal for professional consulting services to prepare a comprehensive update to the San Anselmo General Plan and corresponding preparation of related environmental review in conformance with the California Environmental Quality Act (CEQA) documentation.

The applicant's team for this project should be multi-disciplinary and include expertise in all appropriate areas of General Plan development and environmental review.

Qualified firms that would like to be considered will need to submit a response to this Request for Proposals (RFP) no later than Monday, December 18, 2023, at 5:00 p.m. Responses must be sent electronically.

For further information and questions concerning this RFP, please contact Lindsey Klein, Senior Planner at lklein@townofsananselmo.org. All requests for information and responses to questions will be posted on the Town's website (https://www.townofsananselmo.org/). Please check the Town's website for the latest information and queries concerning this RFP.

The Town intends to follow, but will not be bound by, the following timeline:

- Distribution of the RFP in November 2023
- Deadline to Submit Proposals December 18, 2023, 5:00 pm
- Consultant Interviews January 8 – January 12, 2024
- Consultant Selection: January 15 – January 26, 2024
- Project Completion: October 2026

All responses shall be reviewed and evaluated by the Town to determine which applicant best meets the Town's needs for service. The criteria by which the Town shall evaluate proposals are

set forth in the RFP. The Town reserves the right to reject all proposals or waive any irregularities in any proposal or the proposal process.

1. Background

The Town of San Anselmo was incorporated in 1907 and is a general law Town. The Town is approximately 2.68 square miles in size with a population of 12,830. The community is situated in the Ross Valley, bordered by steep hillside areas including the Mount Tamalpais Watershed, and located 20 miles north of San Francisco in Marin County. The Town's Sphere of Influence (SOI) includes an additional 2.86 square miles of land and stretches north to include the unincorporated community of Sleepy Hollow.

The Town started as a transportation corridor, with a North Pacific Coast Railroad Line constructed in the San Anselmo Hub, the intersection of Sir Francis Drake Boulevard, Center Boulevard, and Red Hill Avenue, in 1875. The community grew following the establishment of the San Francisco Theological Seminary, a graduate school campus situated in the southwest residential neighborhood of the town, in 1892. Since its incorporation, San Anselmo has developed gradually over the past century, with significant population increases attributed to the opening of the Golden Gate Bridge in 1937 and the end of World War II in 1945.

Today, San Anselmo is a small, established residential community with visitor- and neighborhood-serving businesses centered on the major transportation thoroughfares, including Sir Francis Drake Boulevard, San Anselmo Avenue, and Red Hill Avenue. Winding streets emanate out from the major roadways into quiet, residential neighborhoods and steep hillsides. Historic Downtown San Anselmo, one of the major commercial centers in San Anselmo, sits at the heart of the town and follows San Anselmo Creek. The town is largely developed with most remaining land constrained by environmental hazards or conserved as open space. The community values the town's close access to open space with its natural beauty and recreation opportunities. Therefore, new construction is predominantly limited to infill development.

The Town of San Anselmo is considered a full-service Town and provides a wide range of services including police, fire, planning, building and safety, maintenance of roads, engineering, code enforcement, and parks and recreation. The last comprehensive adoption of the General Plan was in 1975. Since then, the Land Use, Circulation, and Open Space elements were updated in 1988. On February 28, 2023, the Town Council adopted Transportation Impact Analysis Thresholds (VMT Thresholds of Significance). The VMT Thresholds of Significance and traffic modeling was prepared by Parisi Transportation Consulting (Parametrix). On July 25, 2023, the Town Council adopted the Safety Element. The Safety Element was prepared by Atlas Planning Solutions. A Draft Housing Element, prepare by Houseal Lavigne, is expected to be adopted in winter 2023/2024. Information on the Housing Element Update can be accessed on the Town's website at: San Anselmo Housing Element Update | San Anselmo, CA - Official Website (townofsananselmo.org).

2. Project Overview

The San Anselmo General Plan currently contains the follow Elements: Land Use, Circulation, Open Space, Conservation, Town Parks, Recreation, and Public Facilities, Noise, Scenic Highways (Parkway), Housing (revised in 2023), Safety (adopted in 2023), and the Bald Hill Area Plan. The Town is seeking a comprehensive update to the Town's General Plan to incorporate the numerous changes in State law that have occurred since its last revisions in 1988.

The Town of San Anselmo seeks to prepare a comprehensive update of the Town's General Plan (herein referred to as GPU) for the area within the boundaries of the Town and the unincorporated areas within the Town's SOI. The Town believes that a successful General Plan creates organizational efficiency, provides clear governance, and guides clear management of the natural, physical, cultural, and fiscal resources.

The primary GPU objectives will be accomplished through the planning process that includes the following:

- Engaging residents, property owners, business owners and other stakeholders townwide and at the neighborhood level to envision and plan for their community in the future.
- Establishing a land use and policy framework that serves as a communication tool that provides fairness, openness, and certainty for those interested in investing in the community.
- Guiding future development and redevelopment in the town toward transit-oriented land uses, economic and environmental resiliency, and a jobs/housing balance. (Note: The Housing Element will not be updated as part of this project. However, housing is inextricably tied to land use, circulation, and the other topics addressed in the GPU and may be considered incidentally.)
- Enhancing the distinct identity and character of the community, particularly along the main thoroughfares (Sir Francis Drake Boulevard, Red Hill Avenue, and Center Boulevard) that serve as gateways to the community and in Downtown San Anselmo.
- Addressing the challenges of the existing circulation network by identifying multi-modal travel strategies to manage traffic flow and roadway safety, promote public transit connectivity, encourage walking and cycling, balance parking demand, enhance accessibility for all, and address long-term maintenance of transportation infrastructure to ensure long-term functionality.
- Establishing and integrate Townwide environmental justice policies throughout all mandatory and optional Elements to promote community health and equity (access and opportunities) through land use planning, urban design, economic development and provision of public services and infrastructure.
- Establishing Townwide economic development policy to identify and seek opportunities to sustain, strengthen, and diversify San Anselmo's economic base.
- Addressing and mitigating the effects of climate change and promoting long-term sustainability throughout the General Plan through reduction of greenhouse gas (GHG) emissions, enhanced community resiliency efforts, promotion of renewable energy sources, and more.

- Establishing a framework to identify and maintain a system of high-quality parks, public facilities, and programming that is environmentally and financially sustainable, accessible, and meets the needs of all residents.
- Updating noise regulations that align with current best practices to enhance the quality of life for residents while promoting responsible land use and supporting the local economy.
- Preparing a comprehensive environmental document for the General Plan that will identify feasible measures to protect and improve environmental quality within the town, avoid or minimize potentially significant impacts to the environment, and facilitate and streamline environmental review of future projects.
- Consolidating and incorporating existing plan documents including but not limited to the 2023 Safety Element, 2023-2031 Housing Element, 2018 Economic Development Plan, 2019 Climate Action Plan, Bald Hill Area Plan, into the GPU.
- Creating a graphic-forward, ADA accessible, and reader-friendly General Plan that is frequently referenced by residents, business owners, developers, decisionmakers, and Town staff.

3. Project Schedule

The GPU is expected to begin in February 2024 and be completed within a 2-year timeframe.

4. Scope of Work

The Town is seeking a qualified firm that has extensive experience in preparing General Plans, a proven ability to assess a Town's current conditions, and knowledge of current State and Federal regulations as it applies to the completion of GPUs and CEQA compliance. It is anticipated that this update will result in changes to the Town's Land Use Map, Zoning Map, and Municipal Code. In addition, the consultant must be familiar with innovative public participation techniques to maximize public input within the decision-making process. The consultant should be knowledgeable and competent in environmental analysis and CEQA compliance documents.

General Plan Management

The consultant will be responsible for the following GPU management:

- Apprise Town staff of the project status through regularly scheduled meetings and monthly status reports.
- Prepare and maintain a master project schedule based on anticipated project milestone schedules, and integrate all reviews, approvals, or other actions required for the reviewing bodies and any other entities.
- Assist with and/or present all documents to the public, stakeholders (i.e., local business owners and the Chamber, school districts, marginalized communities, the elderly community), and appropriate Town boards or committees, including the General Plan Advisory Committee (GPAC), Climate Action Commission, the Economic Development Committee, the Open Space Committee, the Bicycle and Pedestrian Advisory Committee, the Parks and Recreation Commission, the Racial Equity Committee, the Planning Commission, and the Town Council, through a series of workshops, pop-ups, meetings, and hearings. The schedule for each phase of the GPU should also include intervals or

key points when the GPAC will be convened as well as when the Planning Commission and Town Council will review work products. The Town anticipates a minimum of 10 GPAC meetings, 10 stakeholder meetings, 6 pop-up events, 6 Planning Commission meetings, and 6 Town Council meetings.

- Organize, schedule, attend, and keep minutes for all project-related meetings.
- Manage and supervise the consultant team, including consultant review and revision of all work products for the duration of the GPU process.
- Deliver all work products for public review in electronic formats; and
- Develop project branding with colors and graphics that will be used throughout the GPU process to identify the information presented as Town-related.
- Create, maintain, and actively update a standalone San Anselmo GPU website. The website will be active and live within 45 days of the execution of the professional services agreement between the consultant and the Town. The consultant will make changes as needed to the website with direction of the Town. The cost of maintenance, operation, and changes will be included in the budget proposal and be considered a "one lump sum charge." The consultant will not charge the Town for any changes/updates/additions requested during the duration of the GPU website, and Town staff will also be able to access the website to make edits. The website will:
    - Be functional and user-friendly on all interfaces including smartphones, tablets, laptops, and desktop computers.
    - Incorporate any social media platform desired by the Town including, but not limited to, Facebook, X (formerly Twitter), Instagram, and LinkedIn.
    - Have an interactive GIS-type map in which users can identify parcels and query data for each parcel selected.

Existing Conditions

To establish the demographic and socio-economic characteristics, travel patterns, existing land use conditions, and environment of San Anselmo, the consultant will compile data on baseline conditions for each Element topic in San Anselmo and the surrounding SOI. The resulting Existing Conditions memoranda will present the existing conditions findings and future trends in a graphically driven, user-friendly format.

Preparation of the General Plan

The comprehensive GPU must include a robust public engagement program that engages all sectors of the Town's population in this planning effort; a program that identifies the community values and translates those values into a community vision over the next 20 years. The GPU must also identify how the community's vision and values will be implemented through the General Plan. A General Plan Advisory Committee (GPAC) is expected to be formed and utilized as the common thread throughout the update process.

The GPU must identify land use and circulation alternatives[1] that support infill development, economic vitality, healthy, walkable neighborhoods, and easy access to transportation and public services and facilities as well as facilitate townwide attainment of environmental

[1] Between two to four alternatives are sufficient.

justice goals. Given the orientation of the Ross Valley topography, creeks, and existing transportation network, there are limitations in circulation and connectivity. This evaluation will result in the identification of a Preferred Land Use and Circulation Alternative, which will ultimately be the basis for the General Plan Land Use Map. In addition, the GPU will need to address all State directives including General Plan legislation adopted in recent decades, including but not limited to climate change. The Town expects the General Plan to include the following elements:

- Land Use and Public Facilities
- Circulation
- Conservation and Open Space
- Safety and Noise
- Housing[1]
- Parks and Recreation
- Sustainability, Climate Change, and Resiliency
- Economic Development
- Community Design, Historic, and Cultural Preservation (OPTIONAL)

These elements will integrate and replace the Town's existing Scenic Highways (Parkways) Element, Bald Hill Area Plan, 2019 Climate Action Plan (CAP), 2018 Economic Development Plan, 1992 Sorich Ranch Park Master Plan, and other existing planning documents. The Town is open to suggestions other than those listed above which the consultant believes would be of value in producing a General Plan that reflects the needs of the community.

The Safety Element was adopted in 2023. The consultant will conduct a peer review of the 2023 Safety Element and prepare a report that recommends any amendments to the Safety Element. Existing Elements that will not be comprehensively updated will be reformatted to remain visually aligned with the other Elements.

It is anticipated that the updated General Plan will not necessarily follow the form of the existing General Plan. The GPU should result in a graphic and illustrative document. The consultant is strongly encouraged to recommend an approach or vision for the GPU that will result in an innovative, user-friendly document.

Environmental Analysis

Pursuant to the California Environmental Quality Act (CEQA), the consultant will prepare a programmatic Environmental Impact Report (EIR) to identify potential environmental impacts resulting from the updated General Plan and measures we can take to reduce or avoid those impacts. The EIR will address all topics identified in Appendix G, Environmental Checklist, of the current CEQA Guidelines.

Policies and programs in the updated General Plan will be assessed for their impacts, and mitigation measures will be identified. The EIR will provide adequate analysis of the General Plan sufficient to allow for enactment of future development in the Town. A technical appendix clearly identifying all supporting documents will be part of the EIR.

[2] The Housing Element was updated recently and therefore will not be updated as part of this project. However, the Town understands that this topic is inextricably tied to land use, circulation, and the other topics addressed in the GPU.

The timing for the preparation of the GPU and the EIR will overlap so data collection can be used for both documents and the preparation of both documents will be parallel and consistent. The EIR will be released simultaneously with the Public Draft General Plan to provide an opportunity for public review and comment. The Town will review and approve all documents prior to distribution by the consultant.

The consultant will prepare technical support reports, appendices, including but not limited to traffic modeling, geotechnical, biological, air quality, noise, GHG emission reductions, and archeological reports. The consultant will be responsible for any and all procedural steps, including (but not limited to), the preparation of public notices, AB 52 & SB 52 notifications, resolutions, ordinances, Notice of Preparation, Notice of Completion, Notice of Determination, Filing Notices with County Offices, Filing Notices with the State Clearinghouse, and providing notices to local and state agencies as needed. The consultant will also be responsible for scheduling and conducting the EIR scoping meeting. The consultant will prepare responses to comments received during the public review period and at the public hearing on the Draft EIR, a Mitigation Monitoring Program, Findings of Fact pursuant to CEQA, and Statement of Overriding Considerations, as necessary. The consultant will also coordinate the printing and mailing of the Final EIR to the State.

Work Plan

The consultant is to provide a detailed Work Plan which includes a list of required key tasks, activities, durations, milestones, and the project timeline to complete the GPU and CEQA documentation. Time frames should be stated in terms of the number of calendar days required to complete the specified tasks using the Town's Notice to Proceed as the start date. The schedule should identify time periods as the total elapsed time from the start date. The schedule should track the independent timing for each of the major work components and the different documents to be developed, reviewed, and adopted. The schedule should include the public participation process including stakeholder interviews, community workshops, and public hearings. Town staff will discuss the Work Plan with the selected consultant prior to execution of a contract for the project. Components of the Work Plan provided by the consultant will include:

- Preparation of monthly status reports to accompany invoices
- Preparation and implementation of the Public Engagement Strategy, including meeting preparation and attendance
- Preparation of Existing Conditions Memoranda, Land Use Alternatives, and other background technical reports
- Preparation of the General Plan (Administrative, Public Draft, and Adopted Drafts)
- Preparation of environmental review

The Work Plan will identify the types of data to be prepared, which will include, but not be limited to, base maps and an inventory/summary of the following:

- General land use patterns relative to the circulation system, public infrastructure, and environmental constraints (i.e., floodplains and steep hillsides).
- Open space, schools, the library, and recreation, cultural, civic, and park facilities.
- Prevailing physical constraints and opportunities.
- Explore, and develop, if necessary, new land use designations to serve future growth characteristics such as, but not limited to, mixed-use projects.
- Evaluate the Land Use Element and establish internal consistency with other mandated elements in the General Plan and the General Plan Land Use Map.
- Population, demographic, and social characteristics, patterns, and trends.
- Identification and analysis of underserved communities and barriers to equity in San Anselmo.
- Analysis of existing economic generators and forecast of significant trends over the next 10 to 20 years.
- Local business conditions, including recent and projected commercial and office trends.
- Prevalent community identity, public perceptions, and image and strategies to further distinguish local community character.
- Public infrastructure conditions primarily related to additional capacity to accommodate projected growth and housing demand.
- Assessment of the need for additional public facilities based upon the projected increase in land use intensity, population, and the correlated need for additional services.
- Other data, analysis, and reports deemed relevant to complete the GPU.
- Identification of populations and facilities vulnerable to climate change and strategies to enhance climate resiliency.
- Opportunities to enhance sustainability and reduce GHG emissions throughout all community practices in both public and private sectors.

Deliverables

All deliverables intended for internal staff distribution will be submitted electronically in both Microsoft Word and PDF in a manner to be determined between the consultant and Town. The program used for preparation of the final plan will be in a format that can be easily edited by the Town in the future. For example, avoid producing the final plan in a landscape version, bound by spiral rings. Maps and other similar figures should be created in a program that is used by the Town for possible future changes.

All documents will be prepared in a user-friendly format that is compliant with the Town's Americans with Disabilities Act (ADA) requirements. This will include verifying that all PDFs submitted include legible text, and verifying that hyperlinks are not used in any public PDF documents. The final PDF document must be formatted such that it is searchable and can be viewed on both mobile devices and desktop computers.

The following deliverables are anticipated over the course of the GPU process:

- Meeting materials such as agendas, presentations, maps and graphics, and wayfinding signage for all pop-ups, stakeholder meetings, workshops, and public hearings.
- Existing Conditions Memoranda that address each existing and new Element topic
- Peer Review of the Safety Element

- Vision Statement
- Land Use Alternatives Report
- Administrative Draft General Plan
- Public Draft General Plan
- Adopted General Plan
- General Plan Land Use Map
- Notice of Preparation, Notice of Completion, Notice of Determination, and all other notices associated with the environmental analysis
- Administrative Draft EIR
- Draft EIR
- Final EIR
- Facts and Findings and Statement of Overriding Considerations (if applicable)
- Mitigation and Monitoring Program

5. Project Budget

Although an important aspect of consideration, financial cost estimate will not be the sole justification for consideration. The Town does expect a fair and reasonable project budget backed by itemization of how the costs per phase and task were developed. Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. The Town desires the consultant to use available data sources and technical tools provided by local, regional, and state government entities in order to minimize costs associated with new data collection efforts. The consultant will list the available data sources that are proposed to be used.

Proposals should include, at minimum, the costs for the completion of each major task in the work program. Each task should clearly identify the project team member who will be primarily responsible for completing the task. Costs should be segregated into a time and materials rate schedule and a not-to-exceed maximum amount for all work. Indicate the hourly rates of each staff involved, number of hours for each component, task, or product, and the fee structure for additional work outside of the contract and optional items. Prices will represent the cost of finished products, and cost estimates will identify expenditures for graphics, base maps, public meetings and hearing participation, printing, legal notices, postage, mailing, advertising, travel, and other incidental and administrative costs.

A separate price quote should be provided for environmental review and CEQA compliance work. At the Town's discretion, the Town reserves the right to award separate contracts to differing consultants for the CEQA and the General Plan/public engagement work. The consultant's budget should take this into consideration and state if there will be an impact on the work schedule or budget should the consultant not be awarded a contract for both the General Plan and CEQA work. This statement should appear in the consultant proposal cover letter.

6. Submittal Requirements

All proposals shall be typed clearly and legibly, in conformance with the Request for Proposal, limited to 50 numbered pages (8 ½" x 11"), and titled in electronic mail: "Town of San Anselmo General Plan Proposal". Paper submittals are not requested.

a. The emphasis of the proposal should be responding to the requirements set forth in this Request for Proposals and Scope of Work. In order to evaluate all proposals fairly, please follow the format below. **Cover Letter:** Identify the contact person for the project team, including their name, phone number, and email address, and provide a high-level description of project understanding and interest and the total cost of services presented in the proposal. Also provide a statement that the consultant understands that the Town may award separate contracts to different consultants for the GPU and CEQA.
b. **Project Understanding**: This section shall describe your understanding of the project and the approach and methods to be used to complete the project effectively with input from Town staff, the community, and property/business owners. Your team will be evaluated on your level of expertise and your background in the required disciplines. It will be critical to demonstrate your understanding and ability to successfully:
    i. Conduct outreach with community stakeholders and generate substantial, meaningful public engagement.
    ii. Prepare a comprehensive GPU as prescribed by State Law, including an optional Economic Development Element, and an optional Sustainability, Climate Change, and Resiliency Element. An additional optional Community Design, Historic, and Cultural Preservation Element may be considered after the visioning process and when developing the draft General Plan Goals/Objectives, policies, and programs.
    iii. Prepare a comprehensive environmental document for the General Plan that will identify feasible measures to protect and improve environmental quality within the town, avoid or minimize potentially significant impacts to the environment, and facilitate and streamline environmental review of future projects within San Anselmo.
c. **Detailed Scope of Work and Cost:** Expand upon the scope of work outline identified in this RFP. The scope of work will identify the project tasks and timeline, staff assigned to these tasks (with billable rates), number of hours assigned per staff for each task, and the total cost of all tasks. In addition, the consultant will identify tasks that Town staff are expected to complete, as Town staff will be considered part of the project team and will be best equipped to assist in public noticing, meeting attendance, and CEQA. The total cost proposal should clearly identify labor, equipment, materials, overhead, and profit.
d. **Project Schedule**: Identify the total project timeline and provide a timeline breakdown that corresponds to the tasks outlined in the Scope of Work.
e. **Project Team**: The submittal should include complete information about the project team. This would include a brief history of the firm/team, brief resumes of the designated project manager and key staff assigned to the project, description of experience (firm/team and project personnel) on similar projects,

and description of the project management system used to track project tasks/deliverables/expenditures.

f. **References**: Provide references from at least five municipal agencies for whom you have provided similar services.

7. Interpretations of the Request for Proposal

If the applicant is in doubt as to the meaning of any part of the RFP, or finds discrepancies in or omissions from the RFP, the applicant shall submit to the Town a written request for an interpretation or clarification a minimum of 48 hours prior to the RFP's deadline. All such requests should be addressed to:

Lindsey Klein, Senior Planner
Email: lklein@townofsananselmo.org

The Town shall not be responsible for any explanations or interpretations of the RFP other than by written addendum delivered to each applicant. No oral interpretations of any provision in the RFP shall be binding upon the Town.

8. Evaluation

Proposals will be reviewed by a selection committee, which will include Town staff and elected officials. Upon invitation, interviews of the top candidates will be conducted the week of January 8 – January 12, 2024.

Proposals will be evaluated based on the applicant's ability to meet the Response to RFP criteria, writing ability, project comprehension, relevant qualifications, creativity, organization, meeting facilitation, and demonstrated expertise in land use, multi-model circulation, economic development, urban design, climate action planning, CEQA compliance, and community engagement.

The proposal submittal deadline is **5:00 p.m.** on **Monday, December 18, 2023**. Late submittals will not be accepted. Please submit one electronic PDF of your proposal to:

Lindsey Klein, Senior Planner
Email: lklein@townofsananselmo.org
Phone: (415) 258-4617

9. Next Steps

1. Proposals Due: December 18, 2023 at 5:00 p.m.
2. Consultant Interviews: January 8 – January 12, 2024
3. Consultant Selection: January 15 – January 26, 2024
4. Project Completion: October 2026

10. Attachments

1. Professional Services Agreement Template
2. Vehicle Miles Traveled Thresholds of Significant prepared by Parisi Transportation Consulting (Parametrix) dated March 3, 2023
3. Safety Element prepared by Atlas Planning Solutions, dated July 2023

AGREEMENT FOR PROFESSIONAL SERVICES

FOR _____

This Agreement is made and entered into this _____ day of _____, 20___, by and between the TOWN OF SAN ANSELMO (hereinafter "**TOWN**"), and _____ (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, _____; and

WHEREAS, _____;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

A. **TOWN'S Project Manager.** The _____is hereby designated the PROJECT MANAGER for the **TOWN** 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**. _____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 **TOWN** within ten (10) business days of the substitution.

2. DUTIES OF CONSULTANT.

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

_____
_____
_____

3. DUTIES OF TOWN.

TOWN shall pay the compensation as provided in Paragraph 4, and perform the duties as follows:

_____
_____
_____

4. COMPENSATION.

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

_____
_____

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

5. TERM OF AGREEMENT.

The term of this Agreement shall be for (____) year(s) commencing on _____ and ending on _____. Upon mutual agreement of the parties, and subject to the approval of the TOWN Manager the term of this Agreement may be extended for an additional period of up to (____) year(s).

6. TERMINATION.

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

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

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

D. **Return of Documents**. Upon termination, any and all **TOWN** 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 **TOWN** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **TOWN**, 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 **TOWN** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

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

10. INSURANCE.

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

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

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

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

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

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 worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **TOWN**, 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 **TOWN** and shall not call upon **TOWN'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 worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **TOWN** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **TOWN** 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 **TOWN** 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 **TOWN** (if agreed to in a written contract or agreement) before **TOWN'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 TOWN 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.

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

eliminated to **TOWN'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 or **TOWN'S** TOWN Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **TOWN** 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 PROJECT MANAGER and the TOWN Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **TOWN**, and hold harmless **TOWN**, its officers, agents, employees and volunteers (collectively, the "**TOWN 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 **TOWN Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **TOWN Indemnitees**, the **CONSULTANT**'s indemnification obligation shall be reduced in proportion to the **TOWN 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 **TOWN** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **TOWN 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 **TOWN Indemnitees** or at **TOWN'S** option reimburse the **TOWN 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 **TOWN** and its officers, officials, and employees (collectively **TOWN 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 TOWN Indemnitee.

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

12. NONDISCRIMINATION.

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.

13. 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 **TOWN**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

TOWN 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.

15. NOTICES.

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

TO **TOWN'**s Project Manager: _____
_____
_____
_____

TO **CONSULTANT**'s Project Director: _____
_____
_____

16. 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 **TOWN**. **CONSULTANT** and **TOWN** 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 **TOWN**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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 **TOWN**.

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

18. SET-OFF AGAINST DEBTS.

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

19. WAIVERS.

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

20. TOWN BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **TOWN** business license as required by the San Anselmo Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **TOWN** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **TOWN** 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.

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

TOWN OF SAN ANSELMO

_____
DAVE DONERY, Town Manager

CONSULTANT

By:_____

Name:_____

Title:_____

ATTEST:

_____

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

CARLA KACMAR, Town Clerk

By:_____

Memo

To:	Heidi Scoble and David Donery, Town of San Anselmo
From:	Jimmy Jessup, Parisi Transportation Consulting
Date:	January 10, 2023, updated March 3, 2023
Subject:	**VMT Significance Thresholds for Land Use Projects in the Town of San Anselmo**

This memorandum offers recommendations for performing vehicle miles traveled (VMT) impact analyses for land use projects within the Town of San Anselmo ("Town"). The results are based on consideration of guidance from the California Office of Planning and Research (OPR), Transportation Authority of Marin (TAM), Association of Bay Area Governments (ABAG) and Metropolitan Transportation Commission (MTC), while accounting for the specific local geography, land use patterns, and circulation network contexts of the Town. This memo update incorporates changes to the original memo resulting from the February 28, 2023 Town Council meeting.

This memo recommends that the first step in determining if a project would result in a significant VMT impact is to perform a comparison against five VMT screening thresholds. If a project does not meet any of these VMT screening thresholds, a detailed VMT impact assessment should be performed, utilizing the recommended thresholds of significance to determine potential impacts. Determination of a project's potential impact should account for VMT reduction associated with applicable VMT mitigation measures.

VMT OVERVIEW

Vehicle miles traveled (VMT) is a measurement of miles traveled by vehicles for a specified time period and refers to the amount and distance of automobile travel. VMT is calculated based on the sum of individual vehicle trips generated and their associated trip lengths. The use of VMT as a performance measure allows for the evaluation of fuel consumption by motor vehicles for distances traveled and impacts associated with greenhouse gas (GHG) emissions.

VMT is a versatile measurement, which can be assessed for travel associated with specific location-based trips or full travel tours, can be measured as a total value or on a per-capita basis, and can be tailored to relate to land use types of corresponding development. VMT is often estimated for a typical weekday to measure transportation impacts. Increase in VMT for gasoline-powered vehicles would cause an increase in the GHG emissions from vehicles making these trips.

Parisi
TRANSPORTATION CONSULTING

Senate Bill 743, signed into law in 2013, mandated a change in California Environmental Quality Act (CEQA) guidelines to utilize VMT, as opposed to vehicle flow or traffic congestion, as a more appropriate metric for assessing impacts associated with projects, in line with goals of helping to achieve climate commitments, improving health and safety, and prioritizing co-located land uses. The State of California gives the lead agency discretion in selecting an appropriate methodology and significance threshold for VMT impacts.[1] In December 2018, OPR published its *Technical Advisory on Evaluating Transportation Impacts in CEQA* ("Technical Advisory").[2] These guidelines direct lead agencies on how to evaluate project transportation impacts on the basis of VMT, as required by Senate Bill 743.

San Anselmo has not yet set VMT significance thresholds for CEQA analysis. In developing thresholds of significance that are generally consistent with OPR recommendations, the Town should account for local geographic and land use considerations. A series of modules and technical assistance documents were prepared by ABAG and MTC for Marin County jurisdictions containing considerations for VMT metrics, impact thresholds, and mitigations for VMT assessments conducted within Marin County.[3] TAM has made available a memo that includes suggestions for VMT thresholds of significance to be incorporated into its travel demand forecasting model for use by local lead agencies.[4] These materials, along with guidance from the OPR *Technical Advisory*, were utilized to develop VMT threshold recommendations appropriate for the Town of San Anselmo to assess potential impact significance of future land use projects.

DETERMINING POTENTIAL CEQA TRANSPORTATION IMPACTS

RECOMMENDED SCREENING THRESHOLDS

Lead agencies may adopt screening thresholds that facilitate rapid identification of projects which are expected to cause a less-than-significant VMT impact without conducting a detailed VMT study. If projects meet any of the screening criteria, they are considered to be "screened-out," and it is presumed that VMT impacts for the project would be less-than-significant. In these cases, a detailed VMT analysis is not required for transportation CEQA analysis purposes. The following recommendations for San Anselmo VMT screening thresholds are aligned with OPR, ABAG, and MTC guidance:

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[1] CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, *Guidelines for Implementation of the California Environmental Quality Act*, Article 5, §15064.3(b). December 28, 2018.
[2] California Governor's Office of Planning and Research, *Technical Advisory on Evaluating Transportation Impacts in CEQA*. Issued December 2018. https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf. Accessed Nov 14, 2022.
[3]. Association of Bay Area Governments and Metropolitan Transportation Commission, *Marin County VMT Policy Adoption Technical Assistance (SB743)*. https://abag.ca.gov/technical-assistance/marin-county-vmt-policy-adoption-technical-assistance-sb743. Accessed December 5, 2022.
[4] Transportation Authority of Marin, *2015 & 2040 TAMDM Marin County VMT Estimates*. Issued November 2, 2020.

1. Projects near transit stations: projects within ½ mile of high-quality transit (either a rail station, or a bus stop with service at least every 15 minutes during the AM and PM peak periods)
2. Projects located in low-VMT generating areas: residential and office projects located in areas with average VMT less than 15 percent below the existing County average
3. Small projects: projects that generate fewer than 110 vehicle trips per day
4. Affordable residential development: projects containing at least 50 percent affordable residential development
5. Local-serving retail projects: projects consisting of less than 30,000 square feet of development and determined by the Town to be local-serving
6. Housing for senior residents: senior housing development projects

In addition, projects would not meet screening threshold 1 or 2 above if any of the following VMT generating indicators are true about the project:

- Project has a Floor to Area Ratio (FAR) of less than 0.75
- Project provides more parking than is required by municipal code
- Project replaces existing affordable housing units with a smaller number of market rate units

VMT METRICS

VMT can be measured and displayed using a wide variety of metrics. A jurisdiction has responsibility to select VMT metrics that reflect geographic and travel pattern characteristics in a manner that provides a consistent comparison across land use applications. The process of selecting VMT metrics involves consideration of such options as VMT generated by a project versus a project's effect on VMT, total VMT versus partial VMT, and absolute VMT versus per capita VMT. Selecting thresholds of significance based on chosen VMT metrics involves consideration of additional factors, such as comparative geographic areas, baseline year and reduction targets.

VMT metric selection requires consideration of San Anselmo's existing attributes and land development patterns. The Town has a population of over 12,000 residents and is primarily comprised of residential-zoned areas without major employment centers. Neighborhood, downtown, and general commercial areas are concentrated along major roadways in conjunction with public transit access. The built environment is most appropriately characterized as suburban, without significant dense urban residential or retail centers. San Anselmo exhibits slightly lower VMT per capita than Marin County as a whole.

Large projects have potential to impact overall vehicle travel patterns and influence vehicle trip generation and trip length of circulation network users. In these cases, measuring a project's effect on VMT is informative. However, projects of small and medium size will exert a minor influence to overall VMT exhibited within a region. As projects in San Anselmo would be appropriately represented by a simpler measurement matching the scale of anticipated development, it is recommended that application of a metric based on project generated VMT as opposed to the project's effect on VMT will be sufficient to represent future impacts.

Whereas "total VMT" seeks to represent all trips and associated trip lengths made by a vehicle user to and from numerous destinations throughout a day, "partial VMT" only reflects trips and trip lengths to or from a particular location such as home or work. Total VMT forecasting employs a tour-based model, which relies on availability of a wide range of data and assumptions regarding vehicle trips between remote sites. Conversely, partial VMT estimates leverage most readily available and commonly utilized inputs without introducing unnecessary complexity. In order to allow for the most straightforward VMT comparison with existing development patterns in a manner that scales across projects of varying sizes, it is recommended that VMT should be expressed as partial VMT as opposed to total VMT for residential and office projects.

Lastly, measuring VMT as an efficiency metric per capita as opposed to absolute VMT offers understandable values, accounts for consistency as population or employment numbers evolve, and results in the most straightforward set of metrics, and reflects guidance from TAM.

Thus, the following VMT metrics for land use projects in San Anselmo are recommended:

- Residential projects: project generated home-based VMT per resident
- Office projects: project generated home-based work VMT per employee

Home-based VMT per resident reflects the total miles traveled from trips beginning or ending at a residence in the Town, including trips to and from all destinations such as work, school, retail, etc. Home-based work VMT per employee is equal to miles traveled on trips between places of employment within the Town and employee residences.

RECOMMENDED THRESHOLDS OF SIGNIFICANCE

The VMT metrics described above determine how VMT can be measured and expressed consistently. From these metrics, thresholds of significance must be selected for use in VMT impact assessments to determine if a project would result in a significant environmental impact.

Several VMT reduction levels are described in the OPR *Technical Advisory* that may appropriately reflect if a project would result in a significant environmental impact. Though other options are available, achieving 15 percent lower per capita VMT than existing development is seen as both generally achievable and sufficiently contributing to emission reduction goals.

In cases where the travel catchment of residents is limited and the region or county is substantially larger than the geography over which most workers would be expected to live, it can be appropriate to refer to a smaller geography than the full Bay Area region that better characterizes localized travel patterns for the purpose of assessing VMT impacts. Geographic areas that contain urbanized land use patterns, high residential unit density and access to high quality public transit corridors will not serve as appropriate comparisons for travel patterns, trip length, trip generation, or VMT reduction targets for projects in San Anselmo. Because San Anselmo shares a similar built environment and travel network with the rest of Marin County, it is recommended that VMT impact assessments for land use projects compare VMT metrics against Marin County's average VMT per capita rather than against Bay Area region VMT per capita.

VMT impacts of land use projects other than residential or office types should be determined on a case-by-case basis. In the *Technical Advisory*, OPR suggests that retail projects should be evaluated based on net increase in total VMT. Similarly, education, religious, recreational, and other projects should be evaluated to determine if the project largely attracts trips from local or regional origins.

The following numeric thresholds of significance for land use projects in San Anselmo are recommended:

1. Residential projects: a proposed project that exceeds a project generated level of 15 percent below existing County average home-based VMT per resident may indicate a significant transportation impact

2. Office projects: a proposed project that exceeds a project generated level of 15 percent below existing County average work-based VMT per employee may indicate a significant transportation impact

3. Other projects: a proposed project that results in a net increase in daily VMT may indicate a significant transportation impact.

VMT MITIGATION MEASURES

Projects that do not meet VMT screening thresholds and are assessed to exhibit VMT above the VMT thresholds of significance would require implementation of mitigation measures to reduce VMT. The California Air Pollution Control Officer Association (CAPCOA) describes various VMT mitigation options for development projects with associated levels of demonstrated effectiveness. [5] These measures should be assessed within the context of regional VMT impacts and complexity of underlying factors influencing VMT generation in San Anselmo and for the

[5] California Air Pollution Control Officers Association, *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*. Issued Dec 2021.

individual project. Vehicle trip reduction calculations for San Anselmo land use projects should be developed and performed in line with CAPCOA guidelines.

Large-scale or comprehensive planning projects at the Town level have two primary avenues for reducing VMT, either through aspects related to the built environment such as land use mix, density, and transportation infrastructure or policy, or through programs that reduce VMT of individual projects, such as a transportation demand management (TDM) program. Often, the ability of individual projects to reduce VMT is limited to TDM measures. In San Anselmo, which hosts a public transit network with moderate service frequencies and relatively dispersed residences, VMT reduction can be achieved principally through increasing the number of housing units developed in existing low-VMT areas of Town or through comprehensive parking policies.

It is understood that reducing VMT through TDM programs in a largely suburban and rural setting such as San Anselmo presents challenges. Because TDM measures (e.g., subsidizing transit passes, providing secure bike parking facilities, reducing private parking provision, etc.) are more effective in areas where varied land uses are closely located and alternative means of transportation to personal vehicles are readily available, the application of TDM programs in San Anselmo may not be as effective as those in more dense and urban settings. The CAPCOA *Handbook* notes that TDM measures in suburban settings such as San Anselmo are generally expected to result in net VMT reduction of 10 percent or less.

2023

Town of San Anselmo

SAFETY ELEMENT

FINAL

July 2023

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Executive Summary

Conditions in San Anselmo and Focus of the Safety Element

The Town of San Anselmo (Spanish for 'Saint Anselm') is an incorporated municipality in Marin County, California, United States. San Anselmo is located 1.5 miles (2.4 km) west of San Rafael and approximately 20 miles north of San Francisco, at an elevation of 46 feet (14 m) above mean sea level. The Town is bordered by San Rafael to the east, Fairfax to the west, and Ross to the south. Situated in a series of small valleys created by streams bordered by moderate to steep hillside slopes and ridge tops, all but a sliver of San Anselmo lies within the 28-square-mile Ross Valley Watershed that flows into San Francisco Bay. The Town's natural skyline is dominated by the hills of Ross Valley, which include Red Hill and Grove Hill to the north. Bald Hill to the southwest, Moore Hill to the east, and Mount Tamalpais to the south.

The Town faces serious risks that can adversely impact the overall community safety, which includes, though are not limited to, earthquakes, geological instability leading to landslides, wildland fires, flooding and dam inundation, high winds and extreme weather, and drought. Having experienced these events in the past, the Town anticipates them occurring in the future, with some of them potentially increasing in frequency and intensity as a result of climate change. Increasing temperatures may increase the risk of wildland fires and extended droughts. Winter storms are anticipated to increase in intensity, potentially leading to flooding in new areas or creating unstable conditions along hillsides and slopes.

The Safety Element focuses on identifying public safety risks and creating a unique set of goals, policies, and implementation actions that address hazards applicable to San Anselmo. The Safety Element will allow the Town to address and prepare for these hazards, thereby reducing impacts on the community. The Safety Element is one component of the San Anselmo General Plan and strives to align itself with the other mandatory elements, as required by California law, including (1) Land Use Element, (2) Circulation Element, (3) Open Space Element (4) Conservation Element, (5) Town Parks, Recreation, and Public Facilities Element, (6) Noise Element and the (7) Scenic Highways (Parkway) Element. San Anselmo also participated in the Marin County Multi-Jurisdictional Hazard Mitigation Plan, which the Town originally adopted on April 14, 2004, and subsequently revised and adopted on January 24, 2018. The County is currently updating this document, which should be completed in 2023. Adoption of this plan makes the Town eligible to apply for federal hazard mitigation grant funding that can be used to mitigate many of the naturally occurring hazards identified in San Anselmo.

The Town of takes great pride in its responsibility to safeguard the well-being of its community members. Among other things, this includes adequately anticipating potential emergencies caused by natural and human-caused hazards and planning response strategies in the event of emergencies and disasters. This element provides the necessary context to understand the hazards that threaten the community and outlines policies and practices that take tangible steps toward ensuring the community's continued prosperity.

Introduction

Purpose and Scope of the Safety Element

The Safety Element is one of seven mandatory elements of the General Plan. The principal purpose of the element is the identification of potential risks within the Town that pose a threat to the community's welfare, public health, and overall safety. Recurrent updates to the Safety Element ensure that the goals, policies, and implementation actions remain relevant and responsive to the community's changing needs. **Table 1.1** displays what state law, specifically California Government Code Section 65302(g)(1), identifies as the potential safety risks that should be examined in each Safety Element.

Table –1.1: Required Safety Element Hazards (CA Gov Code Section 65302(g)(1))

Seismically Induced Surface Rupture	Subsidence
Ground Shaking*	**Liquefaction (areas with shallow groundwater [<50 feet]) ***
Ground Failure*	**Slope Instability leading to Mudslides and Landslides***
Flooding*	**Other Geologic Hazards known to the legislative body***
Tsunami	**Wildland and Urban Fires***
Seiche	**Climate Change***
Dam Failure*	**Evacuation***
Other Seismic Hazards identified under Chapter 7.8 (commencing with Section 2690) of Division 2 of the Public Resources Code	

Hazards denoted in **bold** are potential hazards relevant to The Town of San Anselmo.

Each Safety Element must also geographically identify each hazard's risk location and potential extent using a map, primarily those risks about flooding, seismicity, fires, and evacuation.

Element Organization

This element is organized to be consistent with the other General Plan Elements. The goals, policies, and implementation programs provide declarative statements about The Town's approach to safety-related issues. A definition of these key terms is provided below:

Goal: A general statement of the desired community outcome. It is denoted as *Goal S-X* in this element.

Policy: Policies are actions a community will undertake to meet its goals. They are denoted as *Policy S-X.X* in this element.

Implementation Action/Programs: A list of recommended programs and future actions necessary to achieve the declared element goals and policies; implementing actions are denoted as Action S-X.Xa.

Together, the goals, policies, and implementation actions/programs in this element provide a framework for decision-making related to the general safety of the San Anselmo community.

Consistency with Other Elements

Integrating safety considerations throughout the General Plan creates a consistent framework that prioritizes the community's well-being. The San Anselmo Safety Element is an essential component of the General Plan and works in tandem with other elements to guide these efforts.

Land Use

The Land Use Element is particularly responsive to natural hazards. Understanding the natural and human-caused hazards that threaten a community can help reduce the possibility of disaster by avoiding the designation of sensitive land uses in hazard-prone areas. Several goals within the Land Use Element are focused on protecting and enhancing the community as part of the development and entitlement process. Specifically, Land Use Objectives 16 and 17 and subsequent policies address flooding hazards.

Circulation

San Anselmo's Circulation Element is based on a desire to preserve the natural and small-town character of the community. Accordingly, the Town's circulation network will be designed to accommodate existing and anticipated traffic, but traffic will not be allowed to dominate or dictate to quality of life in the community. The Town's goal is to maintain the residential quality of all local streets in the community. Coordination between the Circulation and Safety Element is an important component of comprehensive planning. The Circulation Element can influence public health and safety by addressing traffic congestion on roads designated as evacuation routes during emergencies and redefining truck routes to avoid residential and other heavily populated areas.

Open Space

The Open Space Element formulates a strategy designed to preserve priority open space lands in the town boundaries and its adjacent 'sphere of influence.' The attainment of the open space objectives requires the cooperation of property owners, residents, community leaders, citizens, and elected officials of the incorporated and unincorporated communities adjacent to San Anselmo. Preserving open space lands needs to be accomplished by balancing both the Town's interests and property owners' rights.

Conservation

The Conservation Element is designed to minimize the environmental harm and disruption of natural features, particularly in the hillside and unstable soil areas. Establish policies and practical guidelines for the prevention of erosion, the stabilization of soils, and the protection of the watershed necessary to minimize excessive water runoff. Protect creeks from pollution and against any unnecessary disturbance of the natural contours and vegetation of the banks. Preserve and protect significant habitats for fish, wildlife, and flora.

Parks, Recreation, and Public Facilities

The Parks, Recreation, and Public Facilities Element focuses on preserving San Anselmo's parks and recreational facilities. It is specifically concerned with expanding the Town's existing recreational facilities inventory and broadening the range of services. These assets enhance San Anselmo's character, help create a unique and pleasant atmosphere for residents and visitors, and provide a valuable physical fitness resource for the community. It also establishes policy when dealing with public facilities, such as the location of the buildings themselves, acquiring property to expand these facilities, as well as addressing sanitary services, storm drainage, and flood control. This element can be aligned with the safety element to ensure the proper policies and procedures are in place to ensure public facilities are located and maintained to provide peak efficiency for the Town and its residents.

Noise

The Noise Element seeks to limit the community's exposure to excessive noise levels by identifying sources and acceptable thresholds for noise and establishing policies to ensure compatibility between land uses and the community's noise environment. It also provides a basis for comprehensive local programs to control and abate environmental noise and protect residents from excessive exposure.

Scenic Highways (Parkway) Element

The Scenic Highways (Parkway) Element is a mandatory General Plan Element as established through California Government Code Section 65302. The purpose of the Element is to improve the appearance and aesthetic quality of the planning area's main thoroughfares, especially the entryways to the community. Alignment of this element with the Safety Element aids in the establishment of policies influencing evacuation for the Town.

Housing

The Housing Element is more closely associated with land use and incorporates many safety considerations into its goals and objectives. Building practices and codes addressed in the Housing Element contribute to community safety by improving the built environment's resiliency to natural and human-caused hazards. Additionally, the Housing Element can help identify vulnerable populations and inform the Safety Element to ensure proper protections are in place.

Consistency with the 2018 Marin County Multi-jurisdictional Hazard Mitigation Plan

The 2018 Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), approved and adopted by the Town of San Anselmo on January 9, 2018, serves three primary purposes: 1) Provide a comprehensive analysis of the natural and human-caused hazards that threaten the Town, with a focus on mitigation; 2) Ensure the Town of San Anselmo remains eligible to receive additional federal and State funding to assist with emergency response and recovery, as permitted by the federal Disaster Mitigation Act of 2000 and California Government Code Sections 8685.9 and 65302.6; and 3) Complement the efforts undertaken by the Safety Element. The MJHMP complies with all requirements set forth under the federal Disaster Mitigation Act of 2000 and received approval from the Federal Emergency Management Agency (FEMA) in 2018. Sections of the Safety Element are supplemented by the MJHMP, which is incorporated by reference in this element, as allowed by California Government Code Section 65302(g).

Emergency Operation Plans

The Marin Operational Area (OA) Emergency Operations Plan (EOP) addresses the planned response to extraordinary emergency situations associated with large-scale disasters affecting Marin County. The Marin OA consists of the cities/towns, special districts, and the unincorporated areas within the county. The plan also addresses integration and coordination with other governmental agencies when required. This document serves as a planning reference and a basis for effective response to any hazard threatening Marin County. This is accomplished through the following:

- Establishes the emergency management organization required to mitigate any significant emergency or disaster affecting the Marin OA.
- Establishes the overall operational concepts associated with Marin County's Emergency Operations Center (EOC) activities and the recovery process.

The 1999 Town of San Anselmo EOP identifies the Town's emergency planning, organization, and response policies and procedures and how they are integrated and coordinated with other governmental entities when required. The plan addresses how preparation and response to extraordinary events or disasters should occur as well as recovery from these types of events.

These documents are used as references when establishing emergency procedures and policies within the Safety Element.

Marin County Community Wildfire Protection Plan

The Marin County Community Wildfire Protection Plan (CWPP) provides a scientifically based assessment of wildfire hazard and threat to homes in Marin County, California's wildland urban interface (WUI). The CWPP was developed through a collaborative process involving Marin County fire agencies, county officials, county, state, and federal land

management agencies, and community members. The purpose of the CWPP is to provide fire agencies, land managers, and other stakeholders with guidance and strategies to reduce fire hazard and the risk of catastrophic wildfires in the WUI, while promoting the protection and enhancement of the county's economic assets and ecological resources. This plan does not directly affect the Town as it was developed for jurisdictions subject to the Marin County regulations and policies; however, this document can be used as a guide when developing policies in the Safety Element.

Town of San Anselmo Climate action plan 2030

The Climate Action Plan (CAP) is the community's tool to develop the strategies and guide the implementation of local, measurable actions needed to (1) mitigate climate change by dramatically reducing our greenhouse gas emissions (GHG) while also sequestering GHG from the atmosphere, and (2) prepare for and adapt to increasing extremes and impacts. While the CAP's primary metrics currently address the reduction of greenhouse gas emissions (mitigation), metrics for adaptation and resiliency actions have been added, which will be further expanded with more milestones over the next several years. The CAP is integrated with the Town's other emergency preparedness and ecosystem conservation efforts and is reviewed and updated annually with the Town's Sustainability Commission. The Safety Element is a key component when developing climate adaptation projects and actions within the CAP and is referenced to ensure consistency between the documents.

Marin Water Biodiversity Fire and Fuels Integrated Plan

The Biodiversity, Fire, and Fuels Integrated Plan (BFFIP, or Plan) describes actions that the Marin Municipal Water District (MMWD) will take over many years to minimize fire hazards and maximize ecological health within its watershed lands. The purpose of the BFFIP is to define and guide the methods to minimize risk from wildfires while simultaneously preserving and enhancing existing significant biological resources. This plan does not directly affect the Town as it was developed for the MMWD jurisdiction and properties adjacent to San Anselmo; however, this document can be used as a guide when developing policies in the Safety Element.

Regulatory Environment

California Government Code 65302(g)(1)

California Government Code Section 65302(g)(1) establishes the legislative framework for California's safety elements. This framework consolidates the requirements from relevant federal and state agencies, ensuring that all cities comply with the numerous statutory mandates. These mandates include:

- As applicable, protect against significant risks related to earthquakes, tsunamis, seiches, dam failure, landslides, subsidence, flooding, and fires.
- Including maps of known seismic and other geologic hazards.
- Where applicable, address evacuation routes, military installations, peak-load water supply requirements, and minimum road widths and clearances around structures related to fire and geologic hazards.
- Identifying areas subject to flooding and wildfires.
- Avoid locating critical facilities within areas of high risk.
- Assessing the community's vulnerability to climate change.
- Include adaptation and resilience goals, policies, objectives, and implementation measures.

California Government Code Sections 8685.9 and 65302.6

California Government Code Section 8685.9 (also known as Assembly Bill 2140 or AB 2140) limits California's share of disaster relief funds paid out to local governments to 75 percent of the funds not paid for by federal disaster relief

efforts. However, if the jurisdiction has adopted a valid hazard mitigation plan consistent with DMA 2000 and has incorporated the hazard mitigation plan into the jurisdiction's General Plan, the State may cover more than 75 percent of the remaining disaster relief costs. All cities and counties in California must prepare a General Plan, including a Safety Element that addresses various hazard conditions and other public safety issues. The Safety Element may be a standalone chapter or incorporated into another section as the community wishes. California Government Code Section 65302.6 indicates that a community may adopt an LHMP into its Safety Element as long as the LHMP meets applicable state requirements. This allows communities to use the LHMP to satisfy state requirements for Safety Elements. As the General Plan is an overarching long-term plan for community growth and development, incorporating the MJHMP into it creates a stronger mechanism for implementing the MJHMP.

California Government Code 65302(g)(3) adopted through SB 1241 (2012)

California Government Code Section 65302(g)(3) requires the Safety Element to identify and update mapping, information, goals, and policies to address wildfire hazards. As part of this requirement, any jurisdiction that includes State Responsibility Areas or Very High Fire Hazard Severity Zones in the Local Responsibility Areas (LRA), as defined by the California Board of Forestry and Fire Protection (Board), is required to transmit the updated element to the Board for review and approval.

California Government Code 65302(g)(4) adopted through SB 379 (2015)

California Government Code Section 65302(g)(4) requires the Safety Element to address potential impacts of climate change and develop potential strategies to adapt/mitigate these hazards. Analysis of these potential effects should rely on a jurisdiction's Local Hazard Mitigation Plan or an analysis that includes data and analysis from the State of California's Cal-Adapt website.

California Government Code 65302(g)(5) adopted through SB 99 (2019)

California Government Code Section 65302(g)(5) requires the Safety Element to identify evacuation constraints associated with residential developments, specifically focused on areas served by a single roadway.

California Government Code 65302.15(a) adopted through AB 747 (2020) and AB 1409 (2021)

California Government Code 65302.15(a) requires upon the next revision of a Local Hazard Mitigation Plan on or after January 1, 2022, or beginning on or before January 1, 2022, if a local jurisdiction has not adopted a local hazard mitigation plan, the safety element to be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. The bill would authorize a city or county that has adopted a local hazard mitigation plan, emergency operations plan, or other document that fulfills commensurate goals and objectives to use that information in the safety element to comply with this requirement by summarizing and incorporating by reference that other plan or document in the safety element.

National Flood Insurance Program

The National Flood Insurance Program (NFIP) was created in 1968 to help communities adopt more effective floodplain management programs and regulations. The Federal Emergency Management Agency is responsible for implementing the NFIP and approving the floodplain management plans for participating cities and counties. The Town of San Anselmo joined the NFIP in 1977 and currently implements the program through Title 7, Chapter 11 of the San Anselmo Municipal Code, which administers flood/stormwater management regulations in the Town.

Alquist-Priolo Earthquake Fault Zoning Act

The Alquist-Priolo Earthquake Fault Zoning Act (California Public Resources Code [PRC], Chapter 7.5, Section 2621-2699.6) was intended to reduce the risks associated with surface faults and requires that the designated State Geologist identify, and map "Earthquake Fault Zones" around known active faults. Per PRC Section 2623 a, cities and counties shall require a geologic report defining and delineating any hazard of surface fault rupture before the approval

of a project. If the jurisdiction finds no undue hazard of that kind exists, the geologic report on the hazard may be waived with the State Geologist's approval. For a list of project types, please refer to PRC Section 2621.6. No Alquist-Priolo Earthquake Fault Zones run through San Anselmo; therefore, it is not a topic of concern addressed in this document.

Seismic Hazards Mapping Act

The Seismic Hazards Mapping Act (California Public Resources Code, Chapter 7.8, Section 2690-2699.6) created a statewide seismic hazard mapping and technical advisory program in 1990 to help cities and counties more effectively address the effects of geologic and seismic hazards caused by earthquakes. Under PRC 2697, cities and counties shall require a geotechnical report defining and delineating any seismic hazard before approving a project located in a seismic hazard zone. If the jurisdiction finds that no undue hazard of this kind exists based on information resulting from studies conducted on sites near the project and of similar soil composition to the project site, the geotechnical report may be waived. After a report has been approved or a waiver granted, subsequent geotechnical reports shall not be required, provided that new geologic datum, or data, warranting further investigation is not recorded. Each jurisdiction shall submit one copy of each approved geotechnical report, including the mitigation measures to be taken, if any, to the State Geologist within 30 days of its approval of the report. For a list of project types, please refer to PRC Section 2693. Due to the presence/potential of seismic hazards within the Town, the studies outlined above may be required during the development review process.

Cortese List

Government Code Section 65962.5 (typically referred to as the "Cortese List") identifies sites that require additional oversight during the local permitting process as well as compliance with the California Environmental Quality Act (CEQA). The list is generally a compilation of properties and businesses that generate, store, and/or have been impacted by the presence of hazardous materials/wastes. Many properties identified on this list may be undergoing corrective action, cleanup, or abandoned and in need of these activities. The Town regularly checks federal and state agencies that maintain this list to verify any locations within San Anselmo that contain these sites.

Hazards / Trends

Disaster mitigation, preparedness, response, and recovery

The ability to anticipate, evaluate, and mitigate potential risks posed by natural and human-caused hazards is paramount to a community's longevity. Although this element specifically addresses natural and human-caused hazards, emergency preparedness involves many more considerations beyond identifying the hazards themselves. The Emergency Preparedness section consolidates and briefly describes The Town of San Anselmo's hazard prevention and response strategies.

Police Services

The Central Marin Police Authority (CMPA) is a full-service police agency for the communities of Corte Madera, Larkspur, San Anselmo, and portions of Greenbrae that was created on January 1, 2013. Formed under a Joint Powers Agreement (JPA) between the communities it services, two members from each City/Town Council oversee the CMPA and are on the CMPA Police Council. General management of the CMPA is the function of the JPA's Management Committee that is comprised of the City and Town Managers of each jurisdiction, while operational function is assigned to the Chief of Police. The CMPA provides police services to these communities, comprising approximately 35,000 residents.



Fire Services

Ross Valley Fire Department is a consolidated department with the mission of protecting lives, property, and the environments of the communities of Ross, San Anselmo, Sleepy Hollow, and Fairfax through education, prevention, and community service. Ross Valley Fire Department is governed by a JPA, that includes the Town of San Anselmo; the Town of Fairfax; the Town of Ross; and the Sleepy Hollow Fire Protection District.



Ross Valley firefighters fight an early morning structure fire in Sleepy Hollow.

The Ross Valley Fire Department is an all-risk, full-time professional fire department with a total of four stations staffed with four engine companies that include firefighter EMTs and/or Paramedics 24 hours per day, 365 days per year. The department responds to all requests for emergency and non-emergency assistance within their service area as well as neighboring areas of Marin, and state or nationwide on an automatic or mutual-aid basis. Services provided by the department include fire suppression (urban fires, wildland, and vegetation fires), emergency medical services, fire prevention and inspection, community education (Community Emergency Response Team [C.E.R.T.] training), hazardous materials spills and leaks, vehicle accidents, and disaster response (floods and landslides).

The incorporated boundaries of the Town are within the Ross Valley Fire Department Local Responsibility Area (LRA). Outside of the Town of San Anselmo proper boundaries and adjacent to the Town, there are lands that are within the State Responsibility Area (SRA). The SRA is served by the Marin County Fire Department (responsible for initial response in the SRA) and augmented by the California Department of Forestry and Fire Protection (CAL FIRE) should the initial response escape containment and further aid be required.

Emergency Management

Emergency management is provided by the Marin County Sheriff's Department Office of Emergency Services (OES). This division provides all aspects of emergency management, including disaster mitigation, preparedness, response, and recovery activities.

Preparedness (Emergency Operations Plan)

The Emergency Operations Plan (EOP) is primarily responsible for identifying the Town's emergency management strategies. Preparedness activities focus on ensuring Town Departments are adequately trained and prepared for future hazard events as well as ensuring the Town's Emergency Operations Center (EOC) is ready and capable of supporting Town needs in the event of an emergency.

Response

Emergency response activities typically focus on actions necessary to save lives and prevent further property damage during an emergency/disaster. Many of these activities are conducted in tandem with the Marin County Sheriffs' Department, The Central Marin Police Authority and the Ross Valley Fire Department's standard emergency response procedures. To guide response activities, the Town relies on the EOP and works closely with first responders and volunteer organizations like CERT, to help orchestrate internal and external communications, logistics, and assistance during large-scale emergencies. If resources become overwhelmed, the Town will request support through the Operational Area using automatic aid and mutual aid agreements currently in place. However, the Town recognizes that mutual aid resources depend on availability and may be limited during a large regional incident. Therefore, consideration for strengthening self-sufficiency is a priority.

Recovery

Recovery activities typically occur after an emergency/disaster event. These activities focus on reestablishing services to any impacted areas, repairing and/or reconstructing damaged buildings and infrastructure, and aiding residents and businesses with permitting and approvals of building plans as part of the reconstruction process. Depending on the scale and type of incident, recovery could occur in specific community locations and/or require specialized expertise to address the issues created. Cleanup of hazardous wastes shall be considered part of the recovery from a major disaster event (fire, flood, landslide, earthquake).

Mitigation

The EOP, in conjunction with the Marin County MJHMP, identifies and assesses the natural and human-caused hazards that threaten San Anselmo and recommends proactive policy and procedural actions to reduce these risks. This preemptive planning is intended to decrease the probability of future emergency situations and minimize the effects should one occur. Examples of hazard mitigation and prevention can be found in many Town policies, but they are most prominently displayed in the numerous codes regulating construction and development.

Evacuation

As part of the Town's preparedness initiatives, an Evacuation Analysis has been prepared that identifies the routes used for evacuation purposes. These constrained locations are required to be identified by California Government Code Section 65302(g)(5), commonly known as SB99. **Figure 1.1** depicts the potential evacuation routes that could be used during a hazard event. These roadways are intended to meet evacuation needs; however, the Town recognizes that some constraints may affect evacuation, namely narrow roadways, bridges, and dead ends, which could experience failure or blockage, exacerbating conditions. During an evacuation incident, specific routes will be designated by Ross Valley Fire Department in coordination with the Town and Central Marin Police Authority. The specific routes and directions identified will be made on a case-by-case basis using incident specific information to ensure travelers can relocate to a safe location. **Figure 1.2** identifies both constrained access roadways (single ingress/egress conditions, identified in red) and the locations that use these roadways (constrained access parcels,

identified in orange). These constrained access parcels are grouped based on guidelines recommended by CalFire, which identify areas with 30 parcels or more. These locations are identified as they could potentially be more vulnerable during evacuation scenarios, given the limited ingress/egress conditions.

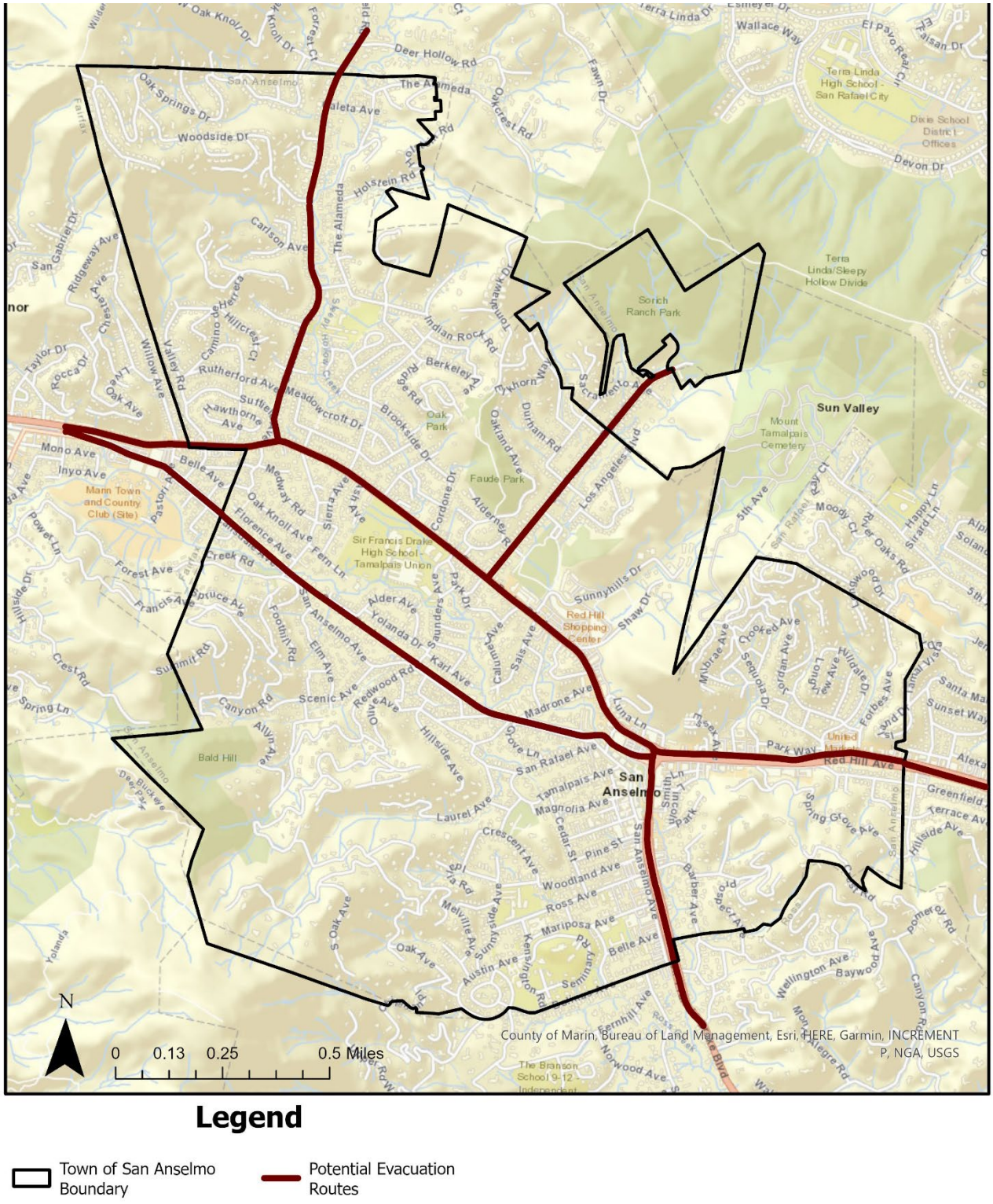


Figure 1.1: San Anselmo Evacuation Routes

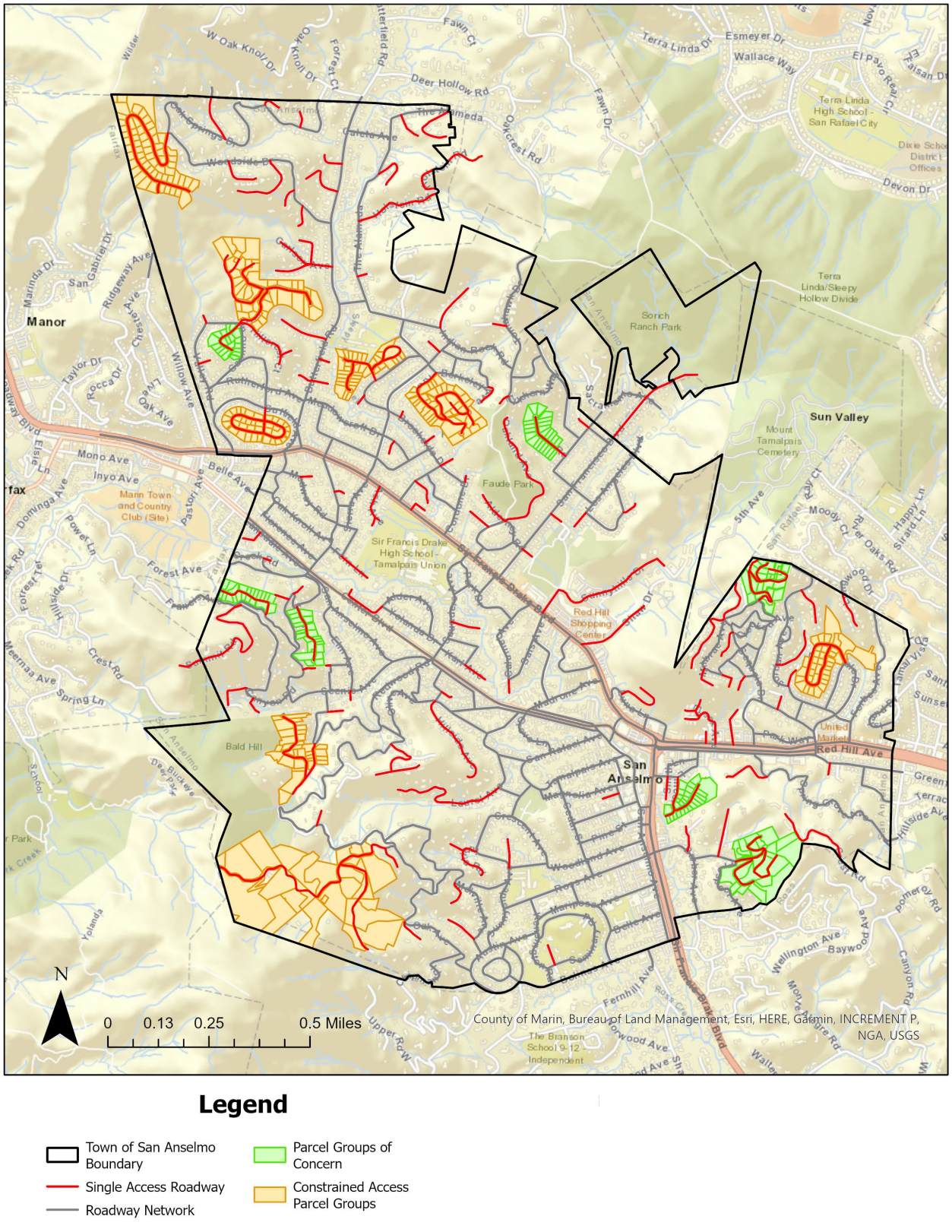


Figure 1.2: Constrained Access Roadways, Parcels Groups, and Parcel Groups of Concern in San Anselmo

The Town is generally considered to be built out, meaning most new home construction will either be accessory dwelling units (ADU's) or infill type developments. Therefore, additional parcel groups of concern (areas with 20-29 parcels with constrained access, identified in green) were also identified, as these locations could experience growth in the future triggering the 30-parcel threshold.

Seismic and Geologic Hazards

Seismic and geologic hazards are traditionally addressed together because they both involve the movement of the Earth's surface. Although some geologic events (landslide, subsidence, erosion, etc.) can and do happen independently, the primary catalyst for their occurrence is often a seismic event, commonly referred to as an earthquake. This section identifies four common seismic and geologic hazards that threaten San Anselmo and establishes policies and procedures meant to protect the community when an event occurs. A key consideration for seismic and geologic hazards is the potential for cascading effects resulting from an event. When an earthquake occurs, the seismic shaking can cause natural gas and water/sewer pipelines to rupture, which may cause other impacts like flooding, erosion, or fires. The goals, policies, and actions throughout this element are designed to work together to reduce both the individual and collective risk of these hazards.

Seismic Hazards

Southern California is a seismically active region that experiences earthquakes on a regular basis. San Anselmo is prone to seismic hazards due to its location and proximity to active earthquake faults. These hazards can be characterized as follows:

Surface Rupture

The Earth is covered in tectonic plates, which are large sections of the Earth's crust that are constantly shifting and moving closer together, further apart, or past one another. The movement of two plates past one another frequently causes friction resulting in plates that "stick." When this occurs, the same forces that push the plates past each other are now concentrated in certain areas. In time, friction can no longer hold the plates together, and the plates suddenly shift, releasing a massive build-up of energy (i.e., earthquake). This rapid movement and release of energy can cause the Earth to fracture and displace the land around it, resulting in an earthquake fault. Some faults are buried beneath the surface, while others are located at the surface of the Earth. Surface rupture of a fault is especially dangerous if structures are built on top of the fault, or infrastructure crosses the fault, as these facilities could be damaged by fault movement. If a surface rupture occurs, the movement could break pipelines, and damage roads and bridges, rendering them useless after the event. Areas of known surface rupture hazard in California are identified in Alquist-Priolo Special Study Zones. San Anselmo does not currently have any Alquist-Priolo Special Study Zones, reducing the concern associated with surface fault rupture.

Seismic Shaking

Seismic shaking is the recognizable movement caused by the energy released from an earthquake. The same mechanism that creates a surface rupture is also responsible for seismic shaking and can produce an equally devastating effect. Earthquakes may occur without surface rupture, which can still cause significant damage to buildings and other structures. Infrastructure such as roads, pipelines, and power lines are also susceptible to damage and pose additional safety concerns. Unlike surface rupture, seismic shaking consequences are not restricted to the area immediately surrounding the fault. Energy resonating through the ground can travel hundreds of miles and simultaneously cause damage in many locations. The closer to the earthquake's source (epicenter), the stronger the shaking will be. Seismic shaking is of particular concern for San Anselmo due to the proximity to active faults that can generate significant earthquakes. Several faults are located within 15 miles of San Anselmo, which include the San Andreas Fault (capable of generating a magnitude 8.0 earthquake), the Hayward Fault (capable of generating magnitude 7.2 and 7.4 earthquakes), the Rodgers Creek Fault (capable of generating a magnitude 7.0 earthquake) and the San Gregorio fault (capable of generating a magnitude 7.3 earthquake). Of these faults, the San Andreas Fault

is the closest in proximity at approximately 8 miles southwest of the town. **Figure 1.3** depicts the locations of faults closest to San Anselmo, all of which are not considered active[1] by the State of California.

Liquefaction

Liquefaction is a phenomenon that occurs when intense vibrations from an earthquake cause saturated soil to lose stability and act more like a liquid than a solid. This poses significant problems for buildings and other structures in areas where liquefaction can occur, as the ground may give way under the weight of the structure and its foundation. In addition, underground structures are vulnerable to liquefaction. In San Anselmo, the areas along the existing and filled stream channels may be subject to liquefaction. These low-lying areas adjacent to creeks and drainages are the portions of town with moderate and high liquefaction susceptibility levels. **Figure 1.4** depicts the liquefaction susceptibility areas within the Town; however, analysis of these conditions should occur on a site-by-site basis.

Landslides

A landslide is the movement of earth material down slopes and areas of steep topography. Although earthquakes often cause them, landslides can occur when a sloped surface can no longer support the material contained within or sitting above it. The instability can be caused by the sheer weight of the material or can be rendered unstable by other events such as heavy rain. Slopes can become unstable due to erosion and trigger a landslide. Landslides can also be a secondary hazard caused by earthquakes and seismic shaking. When rain causes a slope to fail, the movement of earth materials is typically referred to as a mudslide.

Landslides can move with great force and pose a significant danger to buildings and other structures. In some circumstances, these events may cause bodily harm if bystanders cannot move out of their path in time. The parts of San Anselmo at greatest risk of landslides are primarily along the periphery of the Town border, where the steep topography and soil composition combine to create areas that are susceptible to land sliding events. Anticipating the risk of landslides in the areas identified in **Figure 1.5** will be essential for protecting the community from these events.

[1] Faults considered active by the State of California have experienced surface displacement within Holocene time (the last 11,700 years). California Code of Regulations, Title 14, Division 2, Section 3601.(a)



Figure 1.3: Local Fault Locations

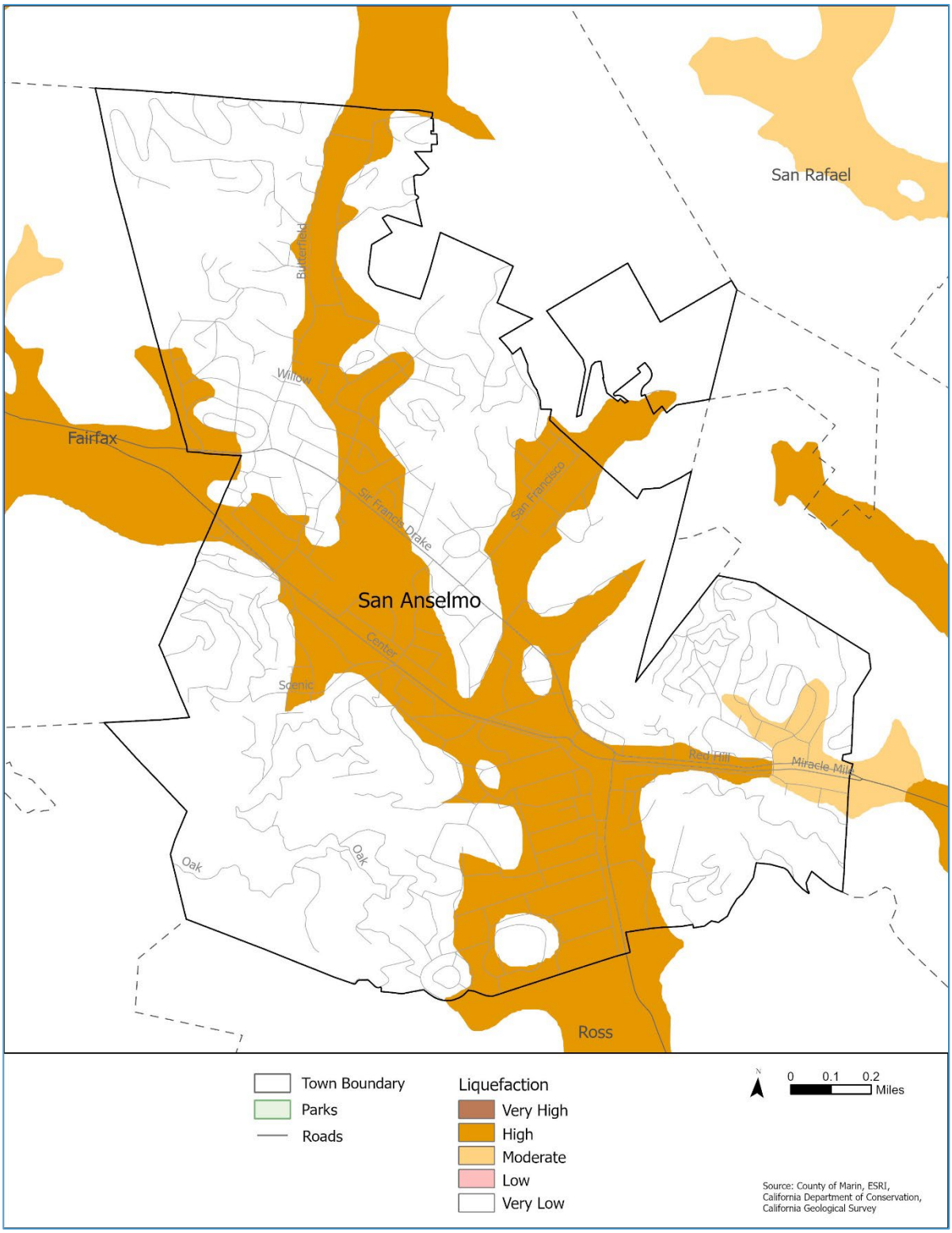


Figure 1.4: Liquefaction Susceptibility in San Anselmo

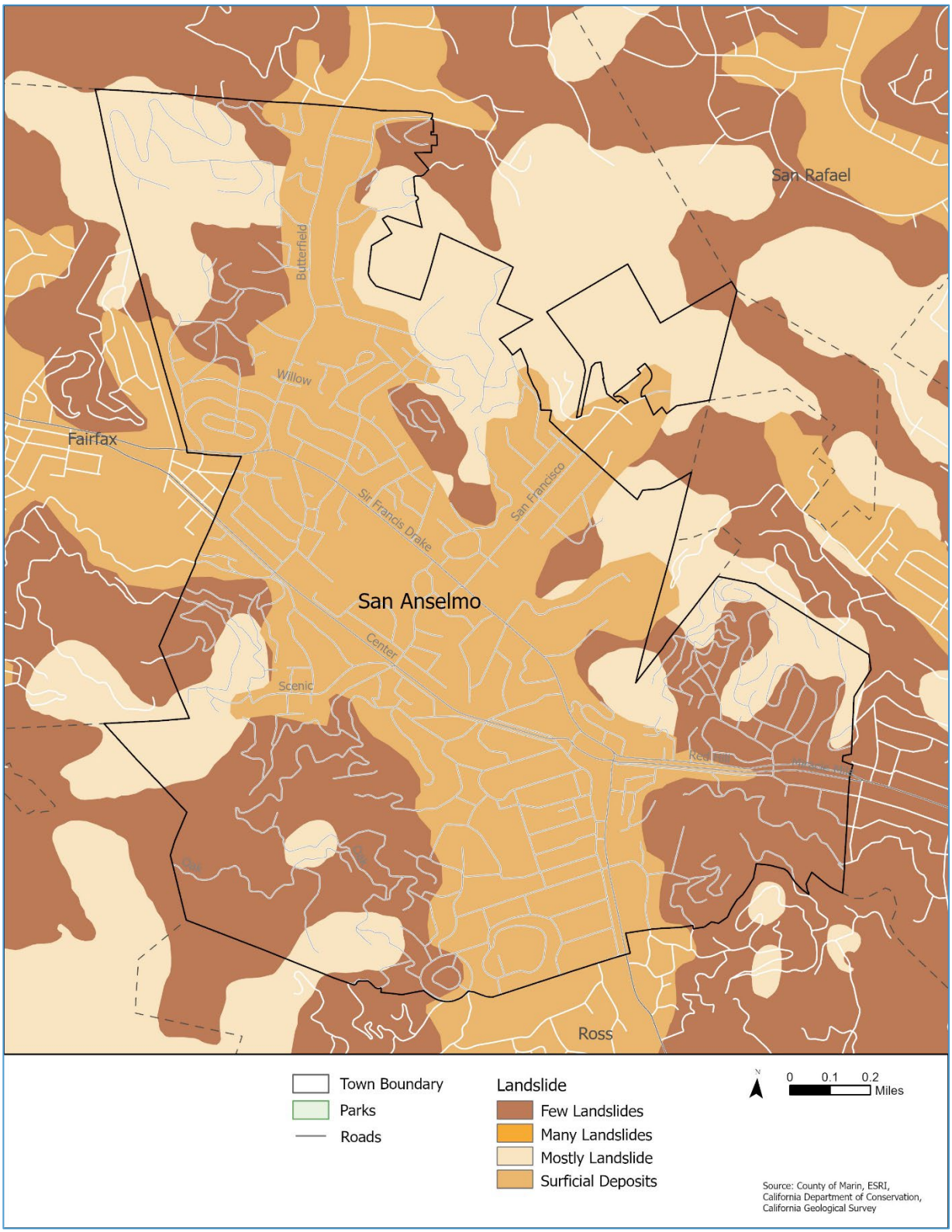


Figure 1.5: Landslides Zones in San Anselmo

Flooding Hazards

Flood

Flooding is caused by the accumulation of water on the ground surface. This typically occurs after heavy rainfall but can also result from water delivery/storage infrastructure failures such as pipes, storage containers, and dams/reservoirs. Worsening drought conditions caused by climate change may exacerbate the effects of flooding, as surfaces that typically absorb water can quickly dry out and become less permeable. Flooding presents dangers to people and structures alike. Standing water may be deep enough to cause drowning, while shallow waters can easily damage buildings and property. Fast-moving water is hazardous, as it may sweep people or cars downstream or cause damage to structures.

Ross Valley, including San Anselmo, is naturally prone to flooding. The topography and geologic makeup of the region (steep slopes and shallow soils with a low absorption capacity), the naturally occurring local watershed runoff which has been altered and placed in culverts, coupled with an increase in the probability of intense rainfall, are all factors increasing the likelihood of flooding. The Town is susceptible to periodic flooding from the San Anselmo and Sleepy Hollow creeks, which impacts the low-lying areas of the town and neighboring communities bordering these drainages. Historically the creeks have caused floods as the volume of water during large storm events becomes more than the creek capacity can effectively manage. Localized flooding is most often associated with excessive ponding and overflow into lower-lying properties, even during smaller 5-year storm events. This localized flooding is generally the result of the drainage network having inadequate capacity and can occur within or outside of FEMA-identified floodplains. **Figure 1.6** displays the designated FEMA floodplains in San Anselmo.

Dam Failure

When dams that are designed to hold water fail, the body of water suddenly and abruptly moves downstream. These downstream areas can become inundated depending on how much water is behind the dam and the topography of the downstream areas. The specific areas of land that would become flooded and covered with water resulting from a dam break is considered an "inundation zone." These downstream areas are typically much larger than the areas identified on flood maps because the volume of water released will often overwhelm any stormwater infrastructure in these areas. The Phoenix Lake Dam, owned by MMWD, is located in the neighboring Town of Ross, south of San Anselmo. Failure of this dam could inundate a small portion of southern San Anselmo that includes approximately 30 parcels located between Bolinas and Belle Avenues. The damage potential would be small given Phoenix Lake's overall storage capacity; however, damage within this portion of Town could still occur. **Figure 1.7** identifies the dam inundation zone within San Anselmo.

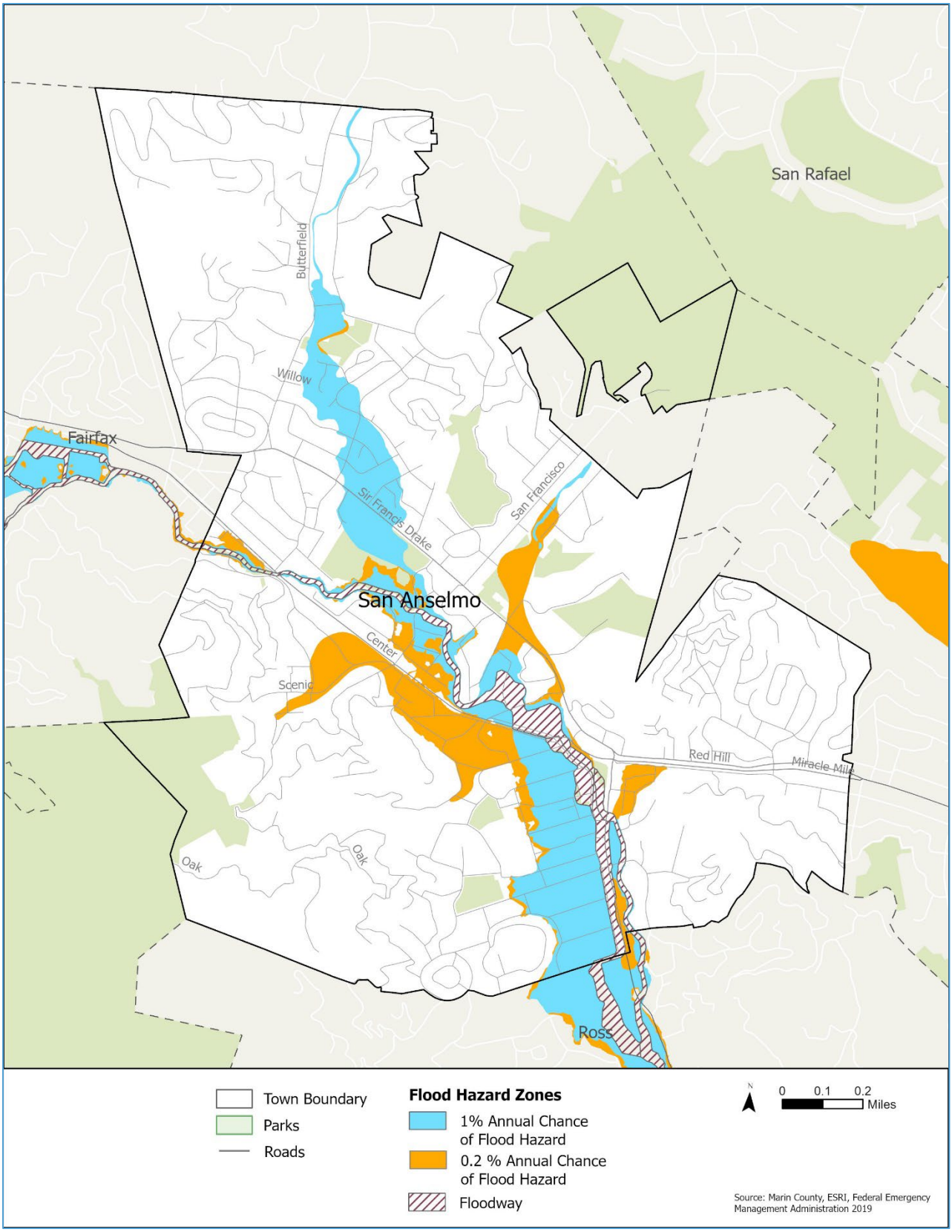


Figure 1.6: FEMA Flood Hazard Zones in San Anselmo

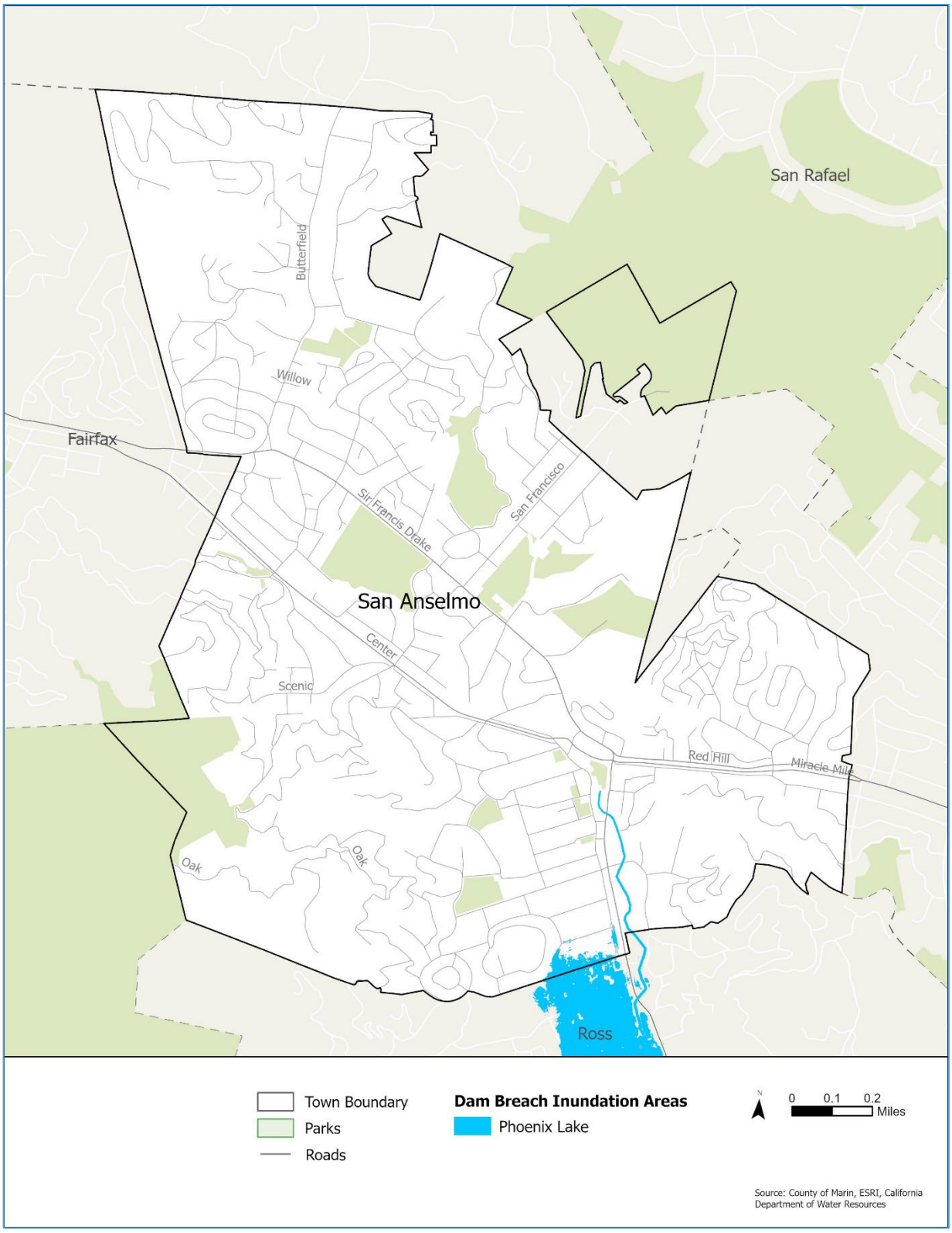


Figure 1.7: Dam Failure Inundation Areas in San Anselmo

Fire Hazards

Wildfires

The most common type of natural hazard in California is wildfire, which can quickly burn large areas of undeveloped or natural land. They often begin as smaller fires caused by lightning strikes, downed power lines, mechanical equipment use, or unattended campfires but may rapidly expand in size if conditions are dry and/or windy. The recent trend toward more prolonged periods of drought within the western US increases the likelihood of a wildfire. Typically, wildfires pose minimal threats to people and buildings in urban areas, but increasing human encroachment and development into natural areas increases the likelihood of bodily harm or structural damage. This encroachment occurs in areas called the wildland-urban interface (WUI), which is considered an area within a fire hazard severity zone, as defined by CAL FIRE.



Wildfire burning on the San Anselmo side of the Terra Linda-Sleepy Hollow Divide.

The Town of San Anselmo is located within a mapped WUI area and borders open space lands managed by the MMWD. The hillsides and canyons within the Town and surrounding areas carry some wildfire hazard potential, which is a risk to areas within the Town. **Figure 1.8** depicts the fire threat classifications within the Town and surrounding areas. Based on this mapping, the northeastern and southwestern portions of the Town are considered to have moderate to high wildfire threat conditions. However, San Anselmo does not currently have any Very High Fire Hazard Severity Zones identified by CAL FIRE.

Significant wildfires have occurred in San Anselmo and Marin County in the past and will continue to pose a threat to people and property. The last major wildfire to occur within the perimeters of the Town boundary was the Sorich Park fire in 1976, which burned over 284 acres in and around San Anselmo. **Figure 1.9** depicts the historic wildfire perimeters around San Anselmo as well as WUI, as identified by CAL FIRE.

Urban Fires

The possibility of an urban fire confronts every community. Many urban fires begin as isolated incidents caused by faulty electrical appliances, cooking mishaps, improper storage of chemicals, or industrial malfunction but can spread to other buildings if conditions permit. Many factors contribute to urban fires' severity and extent, but modern building codes and practices have helped reduce their effects. Despite these improvements, it is important to acknowledge the risks associated with fires in urban areas. No matter its size, any fire can be fatal or cause people severe harm and can damage buildings and other structures.

Water Supply

The MMWD provides water service in San Anselmo. The district owns approximately 21,600 acres of watershed land and provides water service to communities from the Golden Gate Bridge to southern Novato and west from the San Francisco Bay to the San Geronimo Valley. According to MMWD's Urban Water Management Plan, adequate water supplies are expected during normal years, single dry years, and multiple dry years to meet expected demand within the Town and service area through 2045. This is especially important for ensuring adequate supplies are available for fire suppression needs within San Anselmo. As a standard practice, new developments and major remodels are required to conduct water pressure/flow testing and mitigate issues if water flows are deemed inadequate.

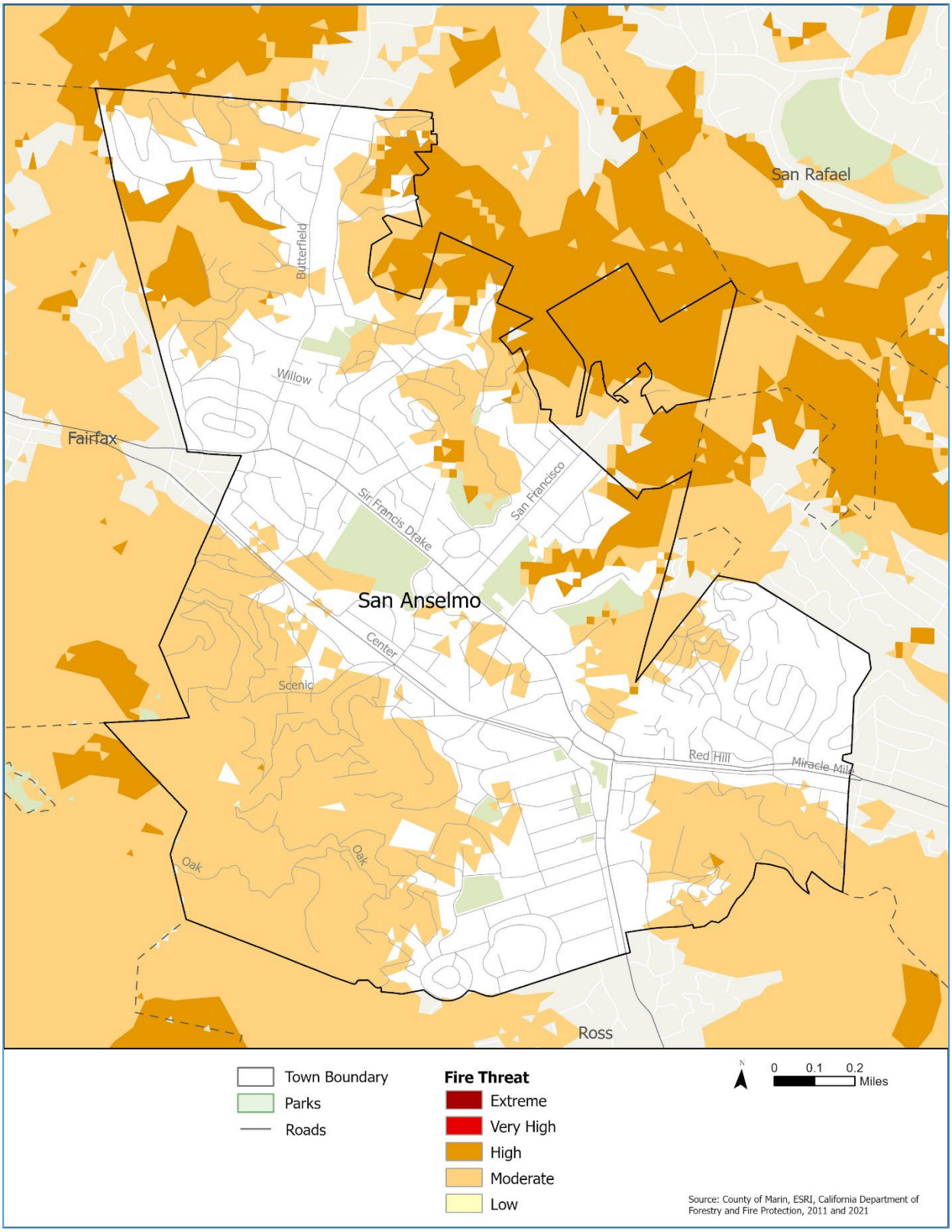


Figure 1.8: Fire Hazard Severity Zones in San Anselmo

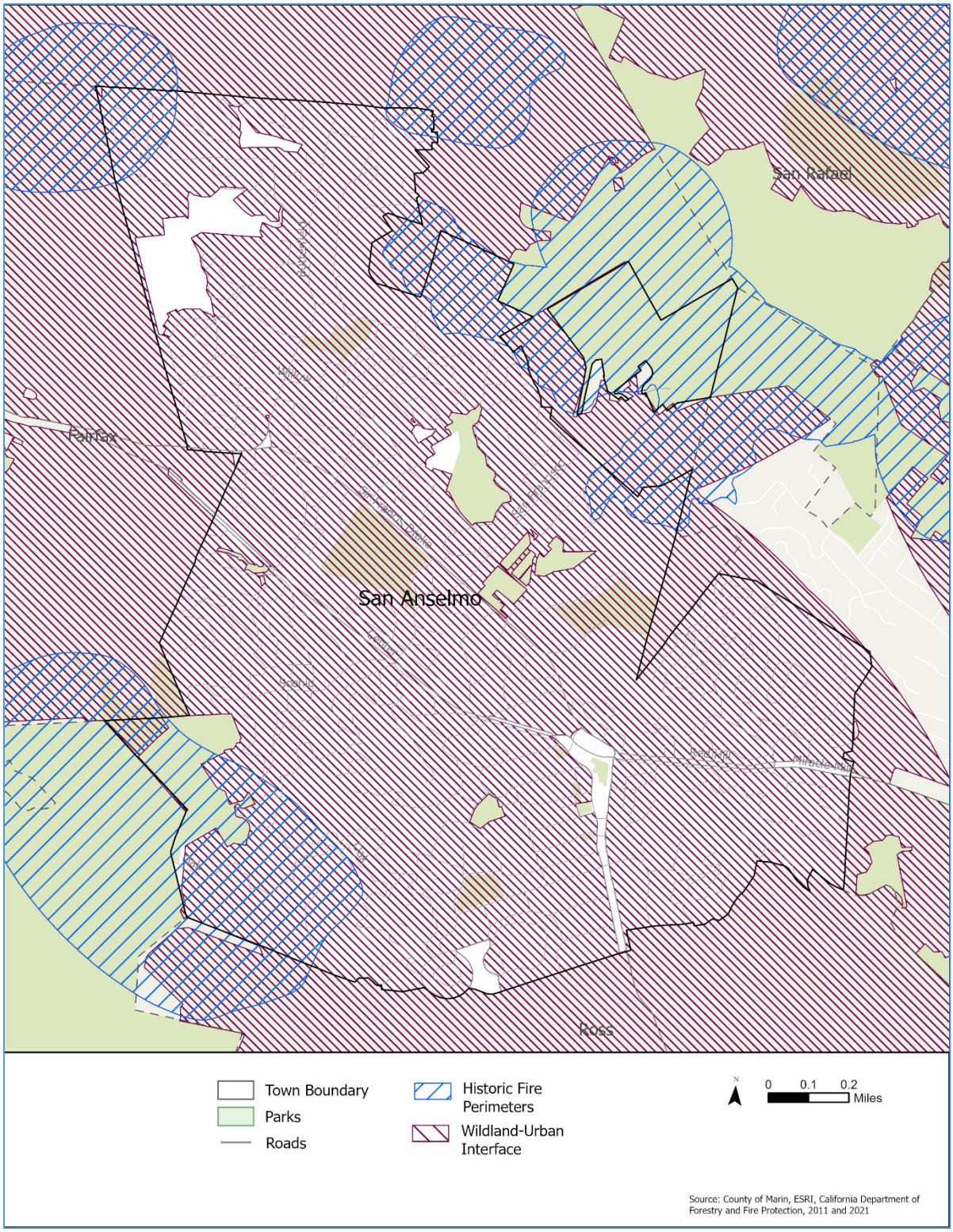


Figure 1.9: Wildland Urban Interface and Historic Fire Perimeters in San Anselmo

Weather Related hazards

Severe weather hazards in San Anselmo include drought, extreme heat, and severe wind. These hazards have affected plants and animals and damaged properties and vehicles. Future effects are anticipated due to climate change, which can contribute to the frequency and intensity of severe weather events.

Drought

A drought is a long period with substantially less precipitation than usual. The primary direct impact of a drought is the reduction of available water supplies. Water reduction is particularly concerning in agricultural areas and natural environments, but it can also affect landscaping in urban areas or human health in extreme cases. Droughts are generally regional events; however, some communities experience "long-distance drought" if the water source areas—potentially hundreds of miles away—are experiencing drought. San Anselmo receives water from the MMWD. The Town and many residents have groundwater wells that are used for irrigation. MMWD has a long-term water supply and management plan that includes a drought analysis that accounts for impacts associated with climate change.

Extreme Heat

Extreme heat is a period when temperatures are abnormally high relative to the normal temperature range. Extreme heat events include:

- **Extreme Heat Days:** a day during which the maximum temperature surpasses 98 percent of all historic high temperatures for the area,
- **Warm Nights:** a day between April to October when the minimum temperature exceeds 98 percent of all historic minimum daytime temperatures,
- **Extreme Heat Waves:** a successive series of extreme heat days and warm nights where extreme temperatures do not abate; typically, four successive extreme heat days and warm nights.

Cal Adapts local climate change snapshot tool tells us that an extreme heat day for San Anselmo is when the temperature exceeds 95.3° F, and a warm night exceeds 58.8°F. Between 1961-1990, the Town experienced an average of 4 extreme heat days annually, which are projected to increase between 11-20 days by the end of the century.

Severe Wind

Wind is simply the movement of air caused by differences in atmospheric pressure and temperature. High-pressure air will naturally move to areas of low pressure. During certain times of the year, these conditions can cause high-speed winds (Diablo Winds), which are fast and forceful enough to damage public facilities, infrastructure, homes, utilities, and uproot or topple mature trees. During these events, debris is transported with enough force to damage property and injure people. Severe wind events can also cause Public Safety Power Shutoff (PSPS) events by utility providers (Pacific Gas & Electric) that distribute electricity to the Town. These events de-energize power lines during wind events to reduce the potential of wildfire ignition and spread.

Climate Adaptation

Climate Effects on San Anselmo

Although climate change is not a hazard, variations in environmental conditions can impact some of the natural hazards affecting San Anselmo. Projections of future conditions include increased temperatures, increased extreme heat days, changes in precipitation, sea level rise, more prolonged droughts, and potential changes in the size and frequency of wildfire incidents. **Table 1.2** identifies the current/historical conditions and projected future conditions associated with climate change that could occur in San Anselmo. Additional detail regarding potential climate change effects is located in the San Anselmo Climate Adaptation Vulnerability Assessment (Appendix A).

Table 1.2: Potential Climate Change Effects for San Anselmo	
Historical/ Current Conditions	**Future Conditions**
Annual Mean Temperature (1961-1990)	**Annual Mean Temperature (2070-2099)**
69.2° F	**73.6° to 76.3° F**
Extreme Heat Days (95.3° F)	**Extreme Heat Days (2070-2099)**
4 days per year	**11 to 20 days per year**
Annual Mean Precipitation	**Annual Mean Precipitation (2070-2099)**
40.8 inches	**46.3 to 52.5 inches**
Annual Average Area Burned	**Annual Average Area Burned (2070-2099)**
47.1 acres	**41.4 to 47.0 acres**

SOURCE: HTTPS://CAL-ADAPT.ORG/TOOLS/LOCAL-CLIMATE-CHANGE-SNAPSHOT

Climate Related Hazards

Temperature

Increasing temperatures associated with climate change can act as a hazard multiplier. By the end of the century, annual mean temperatures are projected to increase between four and seven and a half degrees, impacting residents and businesses. These increases are also anticipated to increase the number of extreme heat days, from 4 days to 11-20 days per year. Using a lower temperature threshold (85° F), the historical average of 32 days could increase to 68-97 days by the end of the century. These potential temperature increases may impact residents living in poorly insulated structures or structures that do not have air conditioning. For residents living in these structures, temperatures above 85 may cause discomfort. By the end of the century, the number of days over this temperature threshold could be nearly five times what the Town typically experiences.

While climate change is projected to exacerbate many of the hazards already affecting the Town, many of these hazards may interact with each other. Increased temperatures can affect both water supplies and vegetation growth. With drier conditions, vegetation growth may be reduced, which can reduce wildfire vulnerability; however, if dry conditions persist for longer periods, the reduced vegetation may be drier than normal. These two conditions may change the wildfire risks within the Town and the surrounding area, or cause areas that have not burned historically to be at greater risk of ignition.

Precipitation

Climate change projections also suggest that annual mean precipitation may increase as temperatures are anticipated to increase in the coming decades. Even with increases projected, there is the potential that the increased precipitation may fall during more intense weather events, which could increase flooding. By the end of the century, maximum 1-day precipitation events could increase by 20%, which could overwhelm existing infrastructure and potentially inundate areas that haven't experienced flooding. With greater and more intense precipitation, the Town could also experience greater instability within hillside areas, causing an increase in landslides/mudslides.

With future temperature increases coupled with increased precipitation amounts, future wildfire impacts are projected to decrease or remain the same by the end of the century. This projection is based on the increase in precipitation,

which may occur in fewer larger rain events coupled with higher average temperatures. This projection suggests that vegetation growth will experience an overall reduction or change that reduces future acres burned. Based on historical fires that have occurred, the Town has experienced an annual average of 47.1 acres burned (total acreage burned divided by the number of years analyzed), which is projected to reduce slightly (41.4 acres) or remain approximately the same (47.0 acres) by the end of the century.

Goals, Policies, and Actions

Table 1.3 describes the goals, policies, and actions developed to address the various hazards within the Town as identified and discussed in the previous sections. Implementation actions include the responsibility, timeframe, and funding resources to accomplish the action.

In addition to the goals, policies, and actions identified here, Land Use Policy Objectives 16 and 17 and accompanying policies also address natural hazard conditions within the Town.

Table 1.3: San Anselmo Safety Element Policy Framework DISASTER MITIGATION, PREPAREDNESS, RESPONSE, AND RECOVERY	
Goal S-1: Promote a culture of resilience and preparedness within San Anselmo where community members and businesses are prepared for natural and human-caused emergencies	
Policy S-1.1	**Support efforts to reduce the number of structures subject to natural hazards**
Action S-1.1a	Regularly update building codes and regulations to address changing hazard conditions and requirements. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-1.2	**Increase education, outreach, and awareness of hazards and hazard mitigation, especially vulnerable populations (AFN, Disadvantaged Communities, etc.).**
Policy S-1.3	**Encourage new development in locations that avoid or reduce exposure to hazards.**
Action S-1.3a	Locate, when feasible, new essential public facilities outside of identified hazard areas, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities outside of identified hazard zones. Responsibility: Public Works and Building Department and Planning Department Timeframe: Ongoing Resource: General Fund
Action S-1.3b	Identify appropriate construction methods to minimize damage to public facilities located within an identified hazard area. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-1.4	**Work with public utilities and special districts that provide water, sewer, fire protection, and public safety services in order to maintain and improve upon the present level of service and resiliency to natural hazards.**
Policy S-1.5	**Require public buildings are maintained to support their resilience in the face of natural disasters.**

Action S-1.5a	Maintain the structural and operational integrity of essential public facilities during hazard events. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-1.6	**Increase cooperation and coordination among private entities, local agencies, special districts, State and Federal agencies, and tribal organizations**
Policy S-1.7	**Ensure Town staff is adequately trained to implement state and local regulations designed to avoid loss of life, injury, and property damage from natural disasters.**
Action S-1.7a	Annually review hazard mitigation goals, objectives, and strategies to evaluate progress. Responsibility: Public Works and Building Department Timeframe: Annually Resource: General Fund
Action S-1.7b	Incorporate, where appropriate, hazard mitigation strategies when preparing the annual budget. Responsibility: Public Works and Building Department Timeframe: Annually Resource: General Fund
Action S-1.7c	Review hazard mitigation capital improvement projects when developing updates to Capital Improvement Plan. Responsibility: Public Works and Building Department Timeframe: Annually Resource: General Fund
Policy S-1.8	**Support the development of pedestrian rights-of-way as temporary pathways to serve as additional evacuation routes.**
Policy S-1.9	**Support the preparation, implementation, and regular update of local preparedness and evacuation plans and multi-jurisdictional cooperation and communication for emergency situations.**
Action S-1.9a	Participate in regional emergency planning efforts like the Marin County Multi-Jurisdictional Hazard Mitigation Plan update. Responsibility: Public Works and Building Department and Planning Department Timeframe: Ongoing Resource: General Fund
Action S-1.9b	Periodically review and update the Town's Emergency Operations Plan (EOP) and ensure the EOP clearly defines the chain of command during an emergency and effectively coordinates with Marin County Operational Area. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund

Action S-1.9c	Conduct periodic trainings and exercises to test the effectiveness of the Town's EOP procedures. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-1.10	**Expand and enhance post disaster recovery strategies, prioritizing community resilience and sustainability.**
Action S-1.10a	Develop an all-hazards Post Disaster Recovery Framework for use after a major incident or event. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-1.11	**Educate community residents and businesses on emergency preparedness, response, and evacuation procedures and mitigation strategies.**
Action S-1.11a	Provide community awareness and education programs for citizens through public outreach and engagement activities, describing procedures, emergency shelters, safe refuge areas, and evacuation routes to be followed in the event of an emergency. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Policy S-1.12	**Continue to study the Town's circulation network and emergency response capabilities to provide for effective evacuations during an emergency**
Policy S-1.13	**Identify properties through clear street naming and numbering systems for emergency response vehicles**
Policy S-1.14	**Require all new developments and redevelopments to provide a minimum of two points of access by means of public roads that can be used for emergency vehicle response and evacuation purposes.**
Action S-1.14a	Identify the feasibility of constructing additional emergency access improvements for existing developments that do not meet minimum road standards for emergency equipment, such as: • Additional vehicle pullouts at key hillside (properties at 150 mean sea level or higher) locations. • Limited or restricted on-street parking at hillside locations. • Potential for construction of new or improved emergency access routes. • Roadside clearance improvements. Responsibility: Public Works and Building Department and Fire Department Timeframe: Ongoing Resource: General Fund

Action S-1.14b	Require upgrades to road widths considered substandard during the discretionary review entitlement process, when a nexus for the improvement is established, as part of new developments/major remodels to ensure adequate evacuation and emergency vehicular access is available. For existing building sites, improvements may be limited to the property frontage only. Responsibility: Planning Department, Public Works and Building Department, and Fire Department Timeframe: Ongoing Resource: General Fund
Policy S-1.15	**Ensure all private roads are designed and maintained to allow unrestricted emergency equipment and personnel access.**
Policy S-1.16	**Ensure all Town and Marin County transportation plans reflect updated evacuation routes, strategies, and data.**
Policy S-1.17	**Maintain a high level of emergency response capability.**
Action S-1.17a	Account for current and future emergency service needs during annual budgeting cycles. Responsibility: Public Works and Building Department and Finance Department Timeframe: Ongoing Resource: General Fund
Action S-1.17b	Periodically update the Town's priorities for future emergency service needs. Responsibility: Public Works and Building Department, Police Department, and Fire Department Timeframe: Ongoing Resource: General Fund
Action S-1.17c	Involve Fire and Police staff in the development review process to ensure development adequately addresses service levels, security concerns, and safety. Responsibility: Planning Department Timeframe: Ongoing Resource: General Fund
SEISMIC/GEOLOGIC HAZARDS	
Seismic Hazards	
Goal S-2: Minimize the risk of injury and structure damage from seismic hazards.	
Policy S-2.1	**Require that new development and redevelopment meet the most up-to-date seismic codes/ regulations and use methods of construction to withstand stress caused by an earthquake.**

Action S-2.1a	Review all new building plans or substantial renovations for compliance with State and Federal seismic safety regulations prior to permit approval. Responsibility: Public Works Timeframe: Ongoing Resource: General Fund
Policy S-2.2	**Ensure residents and businesses are educated on emergency preparedness and response procedures during an earthquake.**
Policy S-2.3	**Facilitate and support maintenance and improvement of structures potentially vulnerable to seismic hazards.**
Action S-2.3a	Conduct an inventory of seismically vulnerable structures as a first step in establishing voluntary or mandatory programs for retrofitting these structures. Ensure this inventory highlights historic structures. Responsibility: Public Works and Building Department Timeframe: 1 Year Resource: General Fund
Action S-2.3b	Use the seismically vulnerable structures inventory to require owners to inform all existing and prospective tenants that they live or work in this type of building and may need to be prepared to live or work elsewhere following an earthquake if the building has not been retrofitted. Responsibility: Public Works and Building Department Timeframe: 2 Years Resource: General Fund
Action S-2.3c	Establish incentives for owners of historic or architecturally significant buildings to undertake mitigation to levels that will minimize the likelihood that these buildings will need to be demolished after a disaster and/or establish preservation-sensitive measures for the repair and re-occupancy of historically significant structures. Responsibility: Public Works and Building Department Timeframe: 3 Years Resource: General Fund
Action S-2.3d	Encourage owners to inform all existing tenants (and prospective tenants prior to signing a lease agreement) that they live in an unreinforced masonry building and the standard to which it may have been retrofitted. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund

Action S-2.3e	Encourage owners to inform all existing tenants that they may need to be prepared to work elsewhere following an earthquake even if the building has been retrofitted because it has probably been retrofitted to a life-safety standard, not to a standard that will allow occupancy following a major earthquake. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-2.5	**Advocate for and work with regional utilities to enhance the preparedness, protection, and resilience of water, energy, and telecommunications infrastructure**
Landslide/Geologic Hazards	
Goal S-3: Ensure landslide and slope stability hazards are effectively mitigated throughout the Town.	
Policy S-3.1	**Require development in areas of slope instability or steep topography to minimize the potential for landslide and geologic hazards to jeopardize public health, safety, and welfare. Require mitigation of landslides and steep slopes as part of the development process, and discourage and avoid locating development in areas of slope instability.**
Policy S-3.2	**Continue to protect the community from hazards associated with soil erosion, weak and expansive soils, and liquefaction.**
Action 3.2a	Continue to enforce building codes and relevant legislation on all new development and redevelopment. Responsibility: Public Works Timeframe: Ongoing Resource: General Fund
Policy S-3.3	**Require that new development and redevelopments include proper foundation and support in areas of potential slope instability.**
Policy S-3.4	**Require existing slope improvements to be inspected and maintained periodically.**
FLOOD HAZARDS	
Goal S-4: Minimize the effects of natural flooding and potential inundation from dam failure.	
Policy S-4.1	**Limit development within floodplains to minimize risks to life and property and satisfy Federal Emergency Management Agency requirements.**
Action S-4.1a	Continue to participate in the National Flood Insurance Program. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund

Action S-4.1b	Continue to enforce ordinances for floodplain regulations, drainage requirements, and development standards. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.1c	Update ordinances for floodplain regulations, drainage requirements, and development standards as needed to maintain consistency with State and Federal regulations and best practices. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.1d	Develop an approach and identify locations for bank protection strategies that should not be limited to: • An assessment of banks to inventory areas that appear prone to failure; • Bank stabilization, including installation of rip rap or whatever regulatory agencies allow; • Stream bed depth management using dredging; and • Removal of out-of-date coffer dams in rivers and tributary streams. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-4.2	**Support modifications and update to public infrastructure to reduce flooding.**
Action S-4.2a	Map waterways and flood protection measures to further evaluate, design, and implement additional flood control projects. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.2b	Pursue funding to design and construct storm drainage projects to protect vulnerable properties. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.2c	Identify flood management solutions (i.e., property acquisitions, detention and retention basins, channel widening, acquisitions, relocations, and environmental mitigations) to reduce flood impacts within the Town. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund

Action S-4.2d	Promote nature-based methods and BMPs (e.g., bioswales, natural ground cover) through the Town's urban pollution runoff stormwater program. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-4.3	**Consider best practices regarding natural waterways and constructed stormwater conveyance structures when reviewing development applications, plans, and programs.**
Action S-4.3a	Continue to improve existing hydrologic analysis of runoff and drainage systems to predict areas of insufficient capacity in the storm drain and natural creek system. Responsibility: Public Works Timeframe: Ongoing Resource: General Fund
Action S-4.3b	Update existing guidelines and regulations that limit the use of impervious surfaces and/or require the use of permeable surfaces, implement other regulations to effectively channel and minimize site runoff, and allow water to percolate, increasing groundwater recharge. Responsibility: Public Works and Building Department and Planning Department Timeframe: 2 Years Resource: General Fund
Action S-4.3c	Periodically update hydraulic models in response to major developments in the watershed or major changes to land uses within cities or counties within the watershed. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.3d	As new flood-control projects are completed, request revisions to flood-insurance rate maps to reflect flood risks as accurately as possible. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-4.4	**Coordinate with neighboring jurisdictions, stakeholders, and resource agencies on flood mitigation and management projects**
Action S-4.4a	Collaborate with stakeholders and interested parties on the feasibility of infrastructure improvements within waterways in the Town. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund

Action S-4.4b	Annually collaborate with flood control districts, cities, counties, and utilities to discuss capital improvement programs and potential mitigation projects to reduce the threat of flooding. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.4c	Create a formal process to ensure flooding is considered during future collaboration with flood control districts, cities, counties, and utilities. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.4d	Work with other Ross Valley jurisdictions to explore and adopt land use regulations that improve flood control and water quality conditions within the Ross Valley watershed. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.4e	Periodically review and re-adopt any changes to the Marin Municipal Water District Water Efficient Landscape Ordinance that reduce water demand and address drought impacts. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.4f	Incorporate drought tolerant or xeriscape practices into Town landscape designs to reduce dependence on irrigation. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.4g	Use permeable surfaces where feasible to reduce runoff and promote groundwater recharge. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-4.5	**Ensure Town staff and residents are informed and prepared for potential dam inundation events.**
Action S-4.5a	Encourage Marin Municipal Water District to update inundation mapping with depth information. Responsibility: Public Works and Building Department Timeframe: Annually Resource: General Fund

Action S-4.5b	Review the updated mapped inundation areas and coordinate with Marin Municipal Water District on procedures for emergency evacuations. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Action S-4.5c	Provide dam inundation information to potentially affected property owners periodically. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
WILDLAND AND URBAN FIRES	
Goal S-5: Prepare and ready the community to respond to fire hazards	
Policy S-5.1	**Ensure fuel modification activities and vegetation management techniques along creeks and steep slopes do not contribute to landslide and erosion hazards.**
Action S-5.1a	Require that vegetation management in fire-sensitive areas include thinning or replanting of vegetation with less flammable materials. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Action S-5.1b	Prioritize the removal of non-native species. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Action S-5.1c	Identify structural mitigations rather than vegetation management in the most sensitive areas. Responsibility: Public Works and Building Department and Fire Department Timeframe: Ongoing Resource: General Fund
Action S-5.1d	Prepare a Biodiversity, Fire, and Fuels Integrated Plan (BFFIP) that describes actions necessary to minimize fire hazards and maximize ecological health in Town open space areas in compliance with the Marin County Community Wildfire Protection Plan. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Policy S-5.2	**Encourage the formation of a community- and neighborhood-based approach to wildfire education and action through local Fire Safe Councils and the Fire Wise Program.**

Action S-5.2a	Engage with homeowners in the Wildland Urban Interface to prepare a wildfire action plan. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Policy S-5.3	**Encourage the Fire Department to increase local patrolling during periods of high fire weather.**
Policy S-5.4	**Regularly re-evaluate specific fire hazard areas and adopt reasonable safety standards covering such elements as fuel modification around homes, adequacy of existing and future water supplies, fire flow tests, fire hydrants, routes or throughways for fire equipment access, clarity of addresses and street signs, and long-term maintenance.**
Policy S-5.5	**Enforce and update Town regulations, as needed, to maintain consistency with the California Building and Fire Codes and Ross Valley Fire Department Standards and best practices.**
Action S-5.5a	Enforce and update Town regulations, as needed, to maintain consistency with the California Building Code and Ross Valley Fire Department requirements and best practices. Responsibility: Public Works and Building Department and Fire Department Timeframe: Ongoing Resource: General Fund
Action S-5.5b	Prior to the approval of any subdivision of lands in an area of high fire risk, the Town should review and approve the results of a study that includes at least the following topics: • A description of the risk and the factors contributing to the risk. • Actions should be taken to reduce the risk to an acceptable level. • The costs and means of providing fire protection to the subdivision. • An indication of who pays for the costs involved and who receives the benefits. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Action S-5.5c	Establish mitigations for properties in fire hazard areas with restricted and single points of access, including parking restrictions, and investigate the feasibility of establishing special assessment districts to improve road capacity and adequate water supply. Responsibility: Public Works and Building Department and Fire Department Timeframe: Ongoing Resource: General Fund
Policy S-5.6	**Prohibit new public/critical facilities (schools, hospitals, fire stations, etc.) from being located in High and Very High Fire Hazard Severity Zones to the greatest extent feasible. If located in these areas, require adequate fire response and evacuation capabilities.**
Policy S-5.7	**Support fire prevention, public education, early detection programs, and property inspections to identify and avoid fire hazards.**

Action S-5.7a	Implement fire control maintenance measures as needed on undeveloped private property, provide the necessary fire prevention improvements on properties that pose a significant public safety threat, and pass along incurred costs to property owners. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Action S-5.7b	Educate residents and businesses on the Town's vegetation management practices, including fire safety, landscaping installation and maintenance, and fire hazard reduction strategies. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Policy S-5.8	**Require vegetation clearance and maintenance for all public and private roads and properties in the fire hazard areas.**
Policy S-5.9	**Allocate adequate funding for fuel breaks and other fire defense improvements on public property and require similar measures for private property in compliance with fire safe regulations.**
Action S-5.9a	Continue to consider grazing in open space for grass/light fuel maintenance. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-5.10	**Coordinate with owners of private water sources, such as swimming pools, in or adjacent to high fire risk areas for on-site fire protection use.**
Policy S-5.11	**Prioritize development in areas with sufficient water supply infrastructure and roadway capacity to provide adequate evacuation and emergency equipment access.**
Policy S-5.12	**Coordinate with Marin Municipal Water District to ensure adequate water supply and infrastructure for existing and future daily demands and firefighting suppression requirements.**
WEATHER RELATED HAZARDS	
Goal S-6: Ensure the community can anticipate and adapt to weather-related events.	
Policy S-6.1	**Encourage construction and design techniques that support increased efficiency and greater insulation to accommodate future weather extremes.**
Policy S-6.2	**Encourage tree trimming and other hazard reduction activities that minimize or prevent impacts from high wind events.**
Policy S-6.3	**Require that updated code adoptions include provisions for greater energy and water conservation measures to reduce impacts from drought and extreme temperatures.**

CLIMATE ADAPTATION AND RESILIENCE	
Goal S-7: Understand the potential impacts associated with climate change in planning and decision-making.	
Policy S-7.1	**Support policies and programs to help residents and businesses prepare for future extreme weather conditions.**
Action S-7.1a	Periodically update the Safety Element to meet current climate change regulations and assess the impacts of climate change and other hazards on historically marginalized communities. Responsibility: Planning Department Timeframe: Ongoing Resource: General Fund
Action S-7.1b	Maintain guidelines for monitoring and disseminating public information related to hazards exacerbated by climate change (extreme heat, flooding, severe weather). Responsibility: Planning Department and Public Works Department and Building Department Timeframe: Ongoing Resource: General Fund
Action S-7.1c	Monitor changing climatic conditions and assess how they may affect Town operations and processes. Responsibility: Planning Department and Public Works Department and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-7.2	**Support and promote climate mitigation and adaptation strategies with public health co-benefits.**
Action S-7.2a	Continue to assess and consider strategies to increase the Town's capacity for climate adaptation and resiliency planning, hazard mitigation, hazard response, and hazard recovery efforts. Responsibility: Planning Department and Public Works Department and Building Department Timeframe: Ongoing Resource: General Fund

General Plan Update Consultant Firms

Firms Sent RFP	SOQ Received	Proposal Received	Selected for Interview	Recommended for Project
4LEAF, Inc.				
Ascent Environmental				
Barry Miller Consulting				
De Novo Planning Group		✓	✓	✓
DKS Associates				
Dyett & Bhatia		✓	✓	
EMC Planning Group Inc.				
Fehr & Peers				
Houseal Lavigne				
Interwest Consulting Group		✓		
Kittelson & Associates, Inc.		✓	✓	
Leonard Charles and Associates*	✓			
M-Group		✓	✓	
MIG, Inc.				
Moffatt & Nichol				
Nelson\Nygaard				
O'Rourke & Associates		✓	✓	✓
Opticos Design, Inc.				
Parisi Transportation Consulting (Parametrix)		✓	✓	✓
PlaceWorks				
Raimi + Associates		✓	✓	
Rhoades Planning Group				
Rincon Consultants, Inc.		✓	✓	
Robert M. Brown, Sustainable Community Planning		✓	✓	✓
Lamphier - Gregory				
TJKM Transportation Consultants				
Urban Planning Partners				
WRT		✓	✓	✓
W-Trans				

** Unlike all other firms on this list, this firm was not sent a copy of the RFP.*

Note: More firms proposed than Proposals received because some firms are teamed up with other firms.

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.2

MEETING DATE: April 23, 2024

AGENDA TITLE: Council to Consider Approval of a Resolution Adopting an Energy Service Contract with Gridscape Solutions for Solar Photovoltaic System and Battery Energy Storage System, and Microgrid for Town Hall Resilience Hub and the Required Findings Pursuant to California Government Code Section 4217.12.

FROM: Matthew Ferrer, E.I.T., Assistant Engineer
Erica Freeman, P.E., R.A., Building Official
Sean Condry, P.E., Public Works Director

RECOMMENDATION:

That Council adopts the proposed resolution (Attachment 1) authorizing an energy service contract for the design and construction of the Town Hall Resilience Hub with Gridscape.

BACKGROUND:

The Town of San Anselmo and its staff have continuously sought to implement energy efficiency and electrification in Town-owned facilities to help reduce operating costs and greenhouse gas emissions. On May 23, 2023, the Town council received a staff report (Attachment 2) about the Resilience Hub, provided direction to staff, and authorized staff to issue a Request for Proposal under California government code section 4217 which allows jurisdictions to carry out design-build projects related to energy efficiency.

The Town of San Anselmo is susceptible to flooding, power outages, and other extreme weather events. The Resilience Hub (Community Resilience Center) would serve as a safe and reliable place for residents during these events. The Resilience Hub would be used for residents to charge their devices, access heating/cooling, access Wi-Fi, and receive other critical services.

The Resilience Hub will be powered by a solar carport array and battery energy storage system (BESS) with microgrid controls that allow the Resilience Hub to operate separately from the main grid during power outages. The goal is to provide power to critical loads such as heating, cooling, and lighting. EV chargers will also be installed for staff to access resilient power from the microgrid system.

In January 2024, Gridscape Solutions (Gridscape) provided a proposal at no cost to the Town. Gridscape identified areas to install solar photovoltaic and battery energy storage systems. Gridscape is one of the largest providers of solar microgrids and EV charging systems in California.

The California legislature has encouraged energy-efficient improvements for public facilities by allowing flexible contracting and associated financing for certain energy-related projects without the need to follow formal procurement rules if the required findings are made.

Government Code section 4217.10-4217.18 authorizes the Town Council to enter into an energy services contract and any necessary related facility financing that: 1) the energy-efficient improvements are in the best interest of the Town; 2) the costs of the project will be less than the anticipated marginal cost to the Town of the energy that would have been consumed in the absence of the improvement (i.e., the energy cost saving exceed the project costs). These findings must be made at a public hearing with two weeks' notice (Attachment 3), This process saves costs and time for the town because it eliminates the need to separately contract for the design and construction.

DISCUSSION/ANALYSIS:

The project includes the placement of an overhead solar photovoltaic system (solar panel) and battery energy storage system microgrid. The Resilience Hub will not only provide an emergency center for the Town to provide electricity for the residents of San Anselmo but will also provide a monetary benefit in the years to come.

The Town received two design options that would best serve the Town's needs. These options are the Magnolia lot and Town Hall lot (figures 1 and 2 respectively). The solar panel array will be located in one of the two potential locations. The two options will have a difference in construction cost and impact. Staff will look at erecting story poles to get an idea of the impact as well as having an architect help with the overall layout if needed. The battery energy storage system (BESS) has been preliminarily located where the existing parking lot is situated, but the final location shall be discussed and mutually agreed upon by the Town and Gridscape. The Town is also interested in exploring how the solar array can best "fit in" with the Town of San Anselmo's aesthetic.

FISCAL IMPACT:

As required under Government Code section 4217, the energy cost savings will exceed the project costs and the improvements are found to be in the best interest of the Town. The total projected cost will be $1,062,000 and will be paid for in part by funds allocated from measure J throughout the 2023 and 2024 fiscal years. The Town will also receive a 30% reimbursement of the total project cost via the federal investment tax credit (ITC) after the project is complete. The Town can receive an additional 10% reimbursement through the Domestic Content Bonus Credit. The Town will also be able to incur a positive net saving that will provide extra funding to the Town in the future.

The Town of San Anselmo will be able to sell any unused electricity back to the grid for monetary compensation. The Town was able to be grandfathered into Net Energy Metering 2.0 (NEM 2.0) before the policy effect of NEM 3.0 took place. NEM 2.0 allows the Town to receive the full retail rate for any excess electricity exported to the grid. NEM 2.0 allows for electricity rates to be calculated every 15 minutes based on the

Town's net generation and usage during said time period. Under NEM 2.0 the Town will not be subjected to a “Mandatory Grid Participation Charge”.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY:

The proposed adoption of the resolution is exempt from the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15301 “Existing Facilities” because the project consists of alterations to an existing Town-owned facility; CEQA Guidelines section 15061(b)(3) “Common Sense” exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant negative effect on the environment.

The project is consistent with the following measures in the Town’s Climate Action Plan including:

- **E-7: Municipal Energy Efficiency Audit and Retrofits**
  Identify and implement energy efficiency projects in municipal buildings and facilities and electrification of existing building systems and equipment.
- **R-4: Innovative Technologies**
  Investigate and pursue innovative technologies such as microgrids, battery storage, and demand-response programs that will improve the electric grid’s resiliency and help balance demand and renewable energy production.
- **R-5: Solar Energy Systems for Municipal Buildings**
  Install solar energy systems at municipal buildings and facilities where feasible.
- **A-1: Preparation and Response**
  Develop local systems of food and energy production to enhance the Town's resiliency and adaptation toward localized systems. Examples include microgrids for energy and regenerative agriculture practices on Town-managed land, as well as promoting home gardens and water catchment systems.

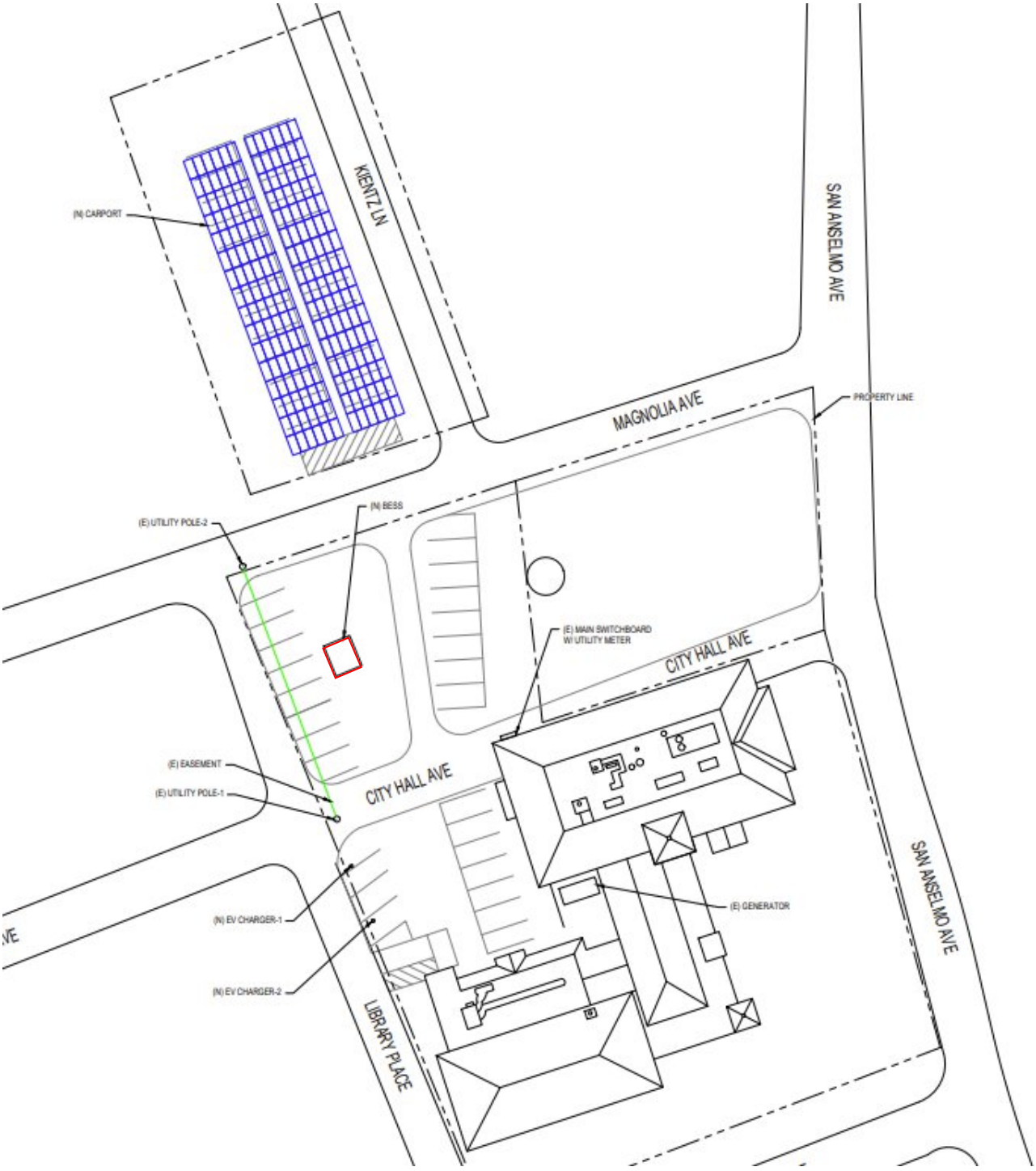


Figure 1: Magnolia Lot Solar Array (Red Box represents the approximate BESS location; the green line represents an existing easement)

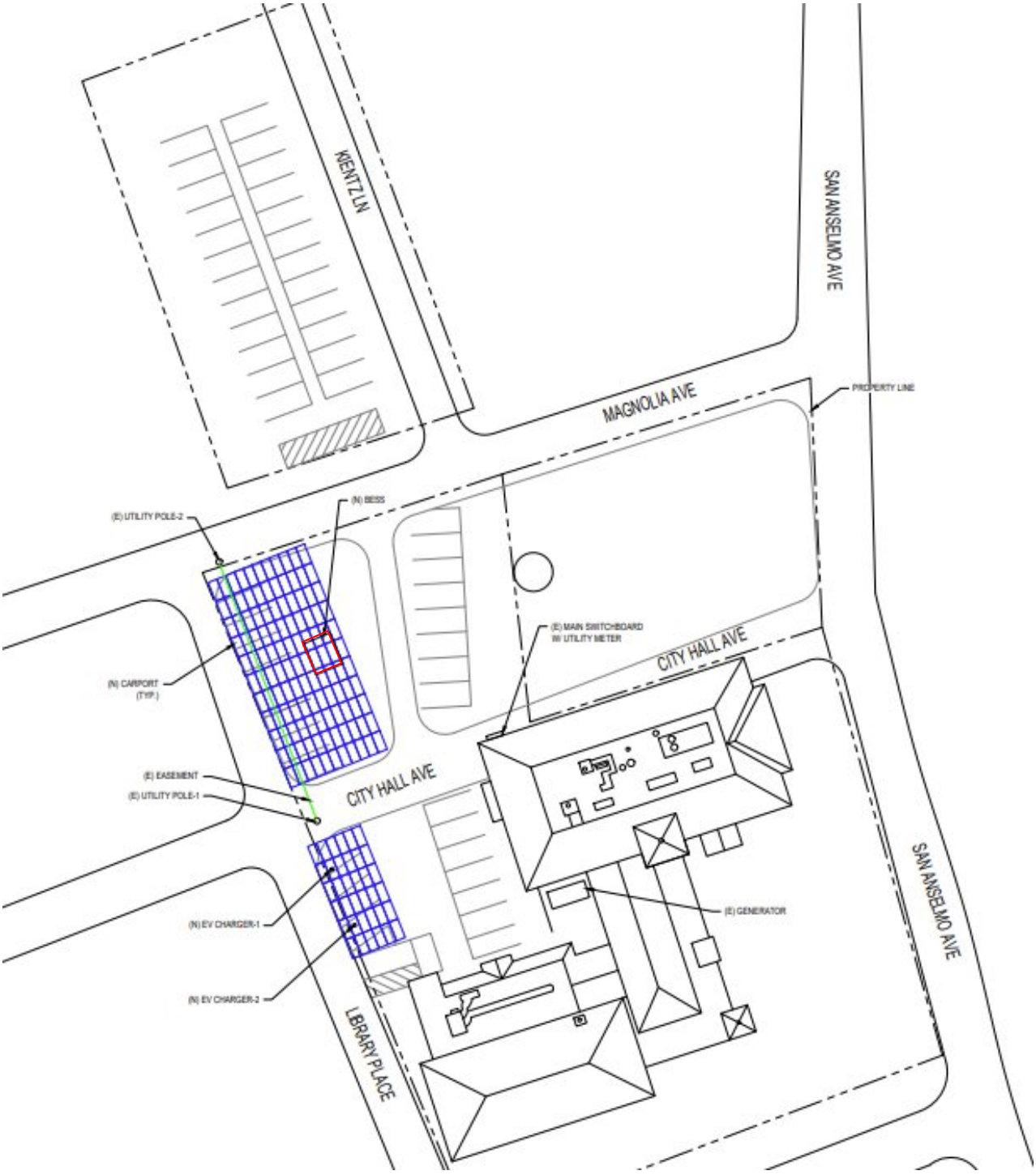


Figure 2: Town Hall Lot Solar Array (Red Box represents the approximate BESS location; the green line represents an existing easement)

ATTACHMENT:

Attachment 1 – Proposed Resolution
Attachment 2 – Resilience Hub Feasibility Staff Report
Attachment 3 – Copy of Public Notice
Attachment 4 – Gridscape Proposal
Attachment 5 – Town Contract Template

RESOLUTION NO. XXXX

RESOLUTION OF THE TOWN OF SAN ANSELMO COUNCIL ADOPTING AN ENERGY SERVICE CONTRACT WITH GRIDSCAPE SOLUTIONS FOR SOLAR PHOTOVOLTAIC SYSTEM, BATTERY ENERGY STORAGE SYSTEM, AND MICROGRID FOR TOWN HALL RESILIENCE HUB AND THE REQUIRED FINDINGS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 4217.12

Whereas, Town staff have continuously pursued energy efficiency for Town-owned facilities to reduce operating costs and greenhouse gas emissions; and

Whereas, California Government Code Sections 4217.10 through 4217.18, authorizes the Town of San Anselmo Town Council to enter into an Energy Services Contract for the implementation of energy-related improvements if the Council determines at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that it is in the Town's best interest and anticipated cost to the Town directly related to the project will be less than the anticipated marginal cost that would have been consumed by the Town of San Anselmo in the absence of implementation of the project; and

Whereas, the Town of San Anselmo desires to design and build solar photovoltaic, battery storage, microgrid, and electric vehicle supply equipment projects ("Resilience Hub") at Town sites in order to generate energy cost savings and mitigate greenhouse gas emissions; and

Whereas, the Town requested proposals from qualified contractors to design and build the Resilience Hub, and based on the overall proposed Resilience Hub cost and cost-savings, among other factors, selected Gridscape Solutions ("Contractor") to design and build the Resilience Hub at the Town's sites, and to arrange with the local utility for interconnection of the solar system: and

Whereas, in accordance with Government Code sections 4217.12(a), on April 9th, 2024, the Town published notice of a public hearing at which the Town Council would consider this resolution, and on April 23rd, 2024, the Council held the public hearing and provided an opportunity for public comment on the Resilience Hub and on the questions of the Town entering an Energy Service Contract with the contractor; and

Whereas, Sage Renewable Energy Consulting, Inc. dba NV5 ("NV5 Consultants, Inc." or "NV5"), has provided the Town with analysis showing the benefits of constructing the Resilience Hub, and NV5's analysis ("Analysis") is attached hereto as Exhibit "A" and made part hereof by this reference; and

Whereas, the Analysis includes data that demonstrates the energy cost savings to be generated by the proposed Resilience Hub and;

RESOLUTION NO. XXXX

Whereas, the Analysis shows that the cost of constructing the Resilience Hub under an Energy Services Contract ("Contract") with the Contractor will be offset and will be less than the anticipated marginal cost to the Town of electrical or other energy that would have been consumed by the Town if such the Resilience Hub were not completed; and

Whereas, the findings of Government Code Section 4217.10 et seq. are satisfied because the Resilience Hub and financing are in the best interests of the Town, and the Town would also receive a 30% reimbursement on the total project cost via the federal Investment Tax Credit (ITC) after the Resilience Hub is complete and the system is operational using the Elective Pay option now available for tax-exempt organizations; and

Whereas, the Town will also be able to incur a positive net saving that will provide extra funding to the Town in the future as the Town will be able to sell any unused electricity back to the grid for monetary compensation; and

Whereas, the Town Council proposes to enter into the contract with the Contractor based on the Contractor's proposal to design, install, and implement the Resilience Hub project pursuant to the terms and conditions to be negotiated by the Town Manager, or their designee, substantially in the form presented at this meeting, subject to such changes, insertions, or omissions as the Town Manager, or their designee, reasonably deems necessary following the Town Council's adoption of this Resolution; and

Whereas, the Resilience Hub is consistent with the Town's Climate Action Plan, Measure E-7, Municipal Energy Efficiency Audits and Retrofits, "Identify and implement energy efficiency projects in municipal buildings and facilities"; Measure R-4, Innovative Technologies, "Investigate and pursue innovative technologies"; Measure R-5, Solar Energy Systems for Municipal Buildings, "Install solar energy systems at municipal buildings and facilities"; Measure A-1, Preparation and Response, "Develop local systems of food and energy production to enhance the Town's resiliency and adaptation"; and

Whereas, the Resilience Hub is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 "Existing Facilities" because the Resilience Hub consists of alterations to an existing Town-owned facility; 15061(b)(3) "common sense exemption" because it can be seen with certainty that there is no possibility the activity in question will have a significant effect on the environment; and

Now, therefore, be it resolved, that the Town Council hereby finds and determines that all of the recitals set forth above are true and correct and are incorporated as findings herein.

Be it further resolved, that this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Town Council for which a minimum of two weeks public notice has been duly given.

RESOLUTION NO. XXXX

Be it further resolved, that the Town Council finds that the Energy Services Contract Is in the best interest of the Town and authorizes the Town Manager, or their designee, to negotiate and execute the contract based on the form presented at this meeting and the proposal submitted by the Contractor and the Council.

Be it further resolved, that the Town Council finds and determines that, pursuant to California Government Code Section 4212.12, and based on the data provided in the Analysis, the Cost of the Resilience Hub contemplated by the Contract with the Contractor will be offset and will be less than the anticipated marginal cost to Town use electrical or other energy that would have been consumed by the Town if such Resilience Hub were not completed.

Be it further resolved, that the Town Manager or their designee is hereby authorized to do all things that are necessary or proper to carry out or give effect to this Resolution and the Resilience Hub Contract including, but not limited to, negotiating any further changes, insertions and omissions to the Contract, and the finalization and execution of the Contract with Contractor.

Resolution Passed and Adopted, at the regular meeting of the San Anselmo Town Council on the 23rd day of April, 2024 by the following vote:

Ayes: Council Member:
Noes: Council Member:
Absent: Council Member:
Abstain: Council Member:

_____
Eileen Burke, Mayor

Attest:

_____
Serge Avila, Town Clerk

Exhibits

A. Energy Saving Analysis

RESOLUTION NO. XXXX

Exhibit A – Energy Saving Analysis

Solar PV Proposal Dated 3/12/2024

Year	Estimated Utility Usage (kWh)	Annual Estimated Utility Cost w/o PV	Utility Energy Cost w/ PV & BESS	Gross Projected Savings	PV & BESS Operating Costs	Incentives (ITC)	Net Annual Savings	Cumulative Project Cash Flow
0	-							*$ (1,062,000)*
1	128,000	$ 53,000	$ 1,000	$ 52,000	$ 16,000	$ 271,000	$ 307,000	*$ (755,000)*
2	128,000	$ 55,000	$ 2,000	$ 53,000	$ 16,000		$ 37,000	*$ (719,000)*
3	128,000	$ 56,000	$ 3,000	$ 54,000	$ 17,000		$ 37,000	*$ (682,000)*
4	128,000	$ 58,000	$ 3,000	$ 55,000	$ 17,000		$ 38,000	*$ (644,000)*
5	128,000	$ 60,000	$ 4,000	$ 56,000	$ 17,000		$ 38,000	*$ (606,000)*
6	128,000	$ 62,000	$ 5,000	$ 56,000	$ 12,000		$ 45,000	*$ (561,000)*
7	128,000	$ 63,000	$ 6,000	$ 57,000	$ 12,000		$ 46,000	*$ (515,000)*
8	128,000	$ 65,000	$ 7,000	$ 58,000	$ 12,000		$ 46,000	*$ (469,000)*
9	128,000	$ 67,000	$ 8,000	$ 59,000	$ 12,000		$ 47,000	*$ (422,000)*
10	128,000	$ 69,000	$ 9,000	$ 60,000	$ 12,000		$ 48,000	*$ (373,000)*
11	128,000	$ 71,000	$ 10,000	$ 61,000	$ 12,000		$ 49,000	*$ (324,000)*
12	128,000	$ 74,000	$ 11,000	$ 62,000	$ 12,000		$ 50,000	*$ (274,000)*
13	128,000	$ 76,000	$ 12,000	$ 63,000	$ 46,000		$ 17,000	*$ (257,000)*
14	128,000	$ 78,000	$ 14,000	$ 64,000	$ 12,000		$ 53,000	*$ (205,000)*
15	128,000	$ 80,000	$ 15,000	$ 66,000	$ 12,000		$ 53,000	*$ (151,000)*
16	128,000	$ 83,000	$ 16,000	$ 67,000	$ 12,000		$ 54,000	*$ (97,000)*
17	128,000	$ 85,000	$ 18,000	$ 68,000	$ 12,000		$ 55,000	*$ (42,000)*
18	128,000	$ 88,000	$ 19,000	$ 69,000	$ 13,000		$ 56,000	*$ 15,000*
19	128,000	$ 90,000	$ 20,000	$ 70,000	$ 13,000		$ 57,000	*$ 72,000*
20	128,000	$ 93,000	$ 22,000	$ 71,000	$ 13,000		$ 58,000	*$ 130,000*
21	128,000	$ 96,000	$ 42,000	$ 54,000	$ 13,000		$ 41,000	*$ 171,000*
22	128,000	$ 99,000	$ 44,000	$ 55,000	$ 13,000		$ 42,000	*$ 213,000*
23	128,000	$ 102,000	$ 46,000	$ 56,000	$ 13,000		$ 43,000	*$ 256,000*
24	128,000	$ 105,000	$ 48,000	$ 57,000	$ 14,000		$ 43,000	*$ 300,000*
25	128,000	$ 108,000	$ 50,000	$ 58,000	$ 14,000		$ 44,000	*$ 344,000*
Total (25 years)		$ 1,936,000	$ 434,000	$ 1,502,000	$ 367,000			

Financial Metrics	Value
Upfront Project Costs	
PV Installation	$450,945
BESS Microgrid Installation	$490,930
Soft Costs, Contingencies	$120,532
Total Costs	*$1,062,407*
On-going Project Costs	
Yr-1 PV O&M	$1,367
Yr-1 PV PeGu	$2,500
Yr-1 BESS Software, O&M	$7,500
Annual On-going Cost Escalation	3%
25-Year Net Lifetime Savings	
Net Lifetime Savings, Nominal	*$343,742*
Net Lifetime Savings, NPV (2% DR)	*$80,454*

Attachment 2

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.2

MEETING DATE: May 23, 2023

AGENDA TITLE: Resilience Hub Feasibility Study Presentation

FROM: Sean Youra, Climate Action Coordinator
Sean Condry, Public Works and Building Director

RECOMMENDATION:

1. Receive the Resilience Hub Feasibility Study presentation from Sage Energy Consulting
2. Provide direction to staff on which solar PV design is preferred (i.e., Design A, B, or C)
3. Provide direction to staff on which financing option for the project is preferred (i.e., cash purchase, PPA, or lease)
4. Authorization to issue a Request for Proposal and to go to bid as a design build project.

BACKGROUND

On August 23, 2022, the Town Council authorized the Public Works Director to sign the Master Services Agreement and Task Orders with Sage Energy Consulting – an NV5 company (hereafter referred to as NV5) and approved the request for funding to cover NV5's consulting services as specified in the Task Orders. The Task Orders included: 1) preparing and submitting an interconnection application to PG&E, and 2) completing a feasibility study for the evaluation of solar PV, battery energy storage systems (BESS), and electric vehicle supply equipment (EVSE) at the proposed project site that covers Town Hall, the Central Marin Police Authority (CMPA) station, and the Library.

Over the past several months, staff have been meeting with the NV5 consultants to work on the interconnection application and feasibility study. NV5 submitted the interconnection application to PG&E and received approval on October 31, 2022. This means that the project was grandfathered onto the Net Energy Metering (NEM) 2.0 program, which provides substantially higher value utility bill credits than the recently adopted NEM 3.0 program and ensures solar projects are more economical.

The feasibility study was recently completed and NV5 has prepared a presentation and report summarizing the results of the study (Attachments 1 and 2). NV5 consultants and staff presented the findings of the feasibility study to the Climate Action Commission (CAC) on May 8, 2023 and all members were supportive of the recommendations from the study. The CAC has also identified the Resilience Hub project as a top priority in their annual action plan for this year.

DISCUSSION

The feasibility study outlines possible project scenarios and estimated outcomes including financial savings, costs, and practical technical and engineering considerations. Additionally, the study provides a foundation from which the Town can develop a request for proposal (RFP) that effectively directs bidders into preparing proposals that are intercomparable, transparent, and competitive.

Design Options

NV5 modeled three different solar PV design scenarios (i.e., Design A, B, and C) with proposed system sizing along with proposed siting and sizing of the BESS. In all of these scenarios, the solar PV system would be able to offset 100% of the future energy consumption for Town Hall and the CMPA station when factoring in the estimated reduction in energy consumption once the new HVAC renovation is complete. Based on the proposed BESS size of 100 kW/186 kWh, critical loads (e.g., HVAC, lighting, emergency alert systems) for Town Hall, the CMPA station, and the Library could be powered most of the time during short-duration (i.e., ≤ 24 hours) power outages, as shown in Table 6 of the feasibility study report (Attachment 2). For long-duration power outages in which there would not be sufficient battery capacity to support the critical loads, the diesel generator could be relied on as a backup power source. However, since the vast majority of power outages tend to be short-duration, it is expected that the BESS could provide power during most outages. The BESS could also provide backup power for future EV chargers that may be installed in the Town Hall parking lot that would be utilized for charging fleet and/or staff-owned vehicles, as shown in Table 7 of the feasibility study report.

Further resiliency could be provided if the Town were to install bidirectional EV chargers, in which fleet EVs with sufficient charge could provide power to critical building loads during an outage. However, the costs to install bidirectional chargers are currently much higher than to install regular Level 2 chargers such as the ones in the Magnolia parking lot. Furthermore, the EVs that have bidirectional charging capability are currently very limited and mainly include the Ford F-150 Lightning and Nissan Leaf. As more affordable bidirectional chargers come to market including ones that don't require expensive electrical upgrades, this may be an option worth pursuing in the future to provide added resiliency and potentially revenue to the Town if the electricity is fed back to the grid rather than used to power critical loads during an outage. Additional resiliency can also be achieved through implementing electrification and energy efficiency measures in municipal buildings that lower overall energy consumption such as the planned HVAC project.

Out of the three design options considered for the feasibility study, staff recommends that **Design B** be pursued, which includes a mix of single- and double-cantilevered solar PV canopies (Figure 1). This proposed design is the least disruptive to existing buildings and would not require modification of the Magnolia parking lot as the entire array would be in the Town Hall parking lot. It is also the most cost-effective design as it utilizes double-cantilevered canopies, which optimizes the panel-to-column ratio and reduces overall steel and panel costs. The financial modeling for each design will be discussed in the next section.

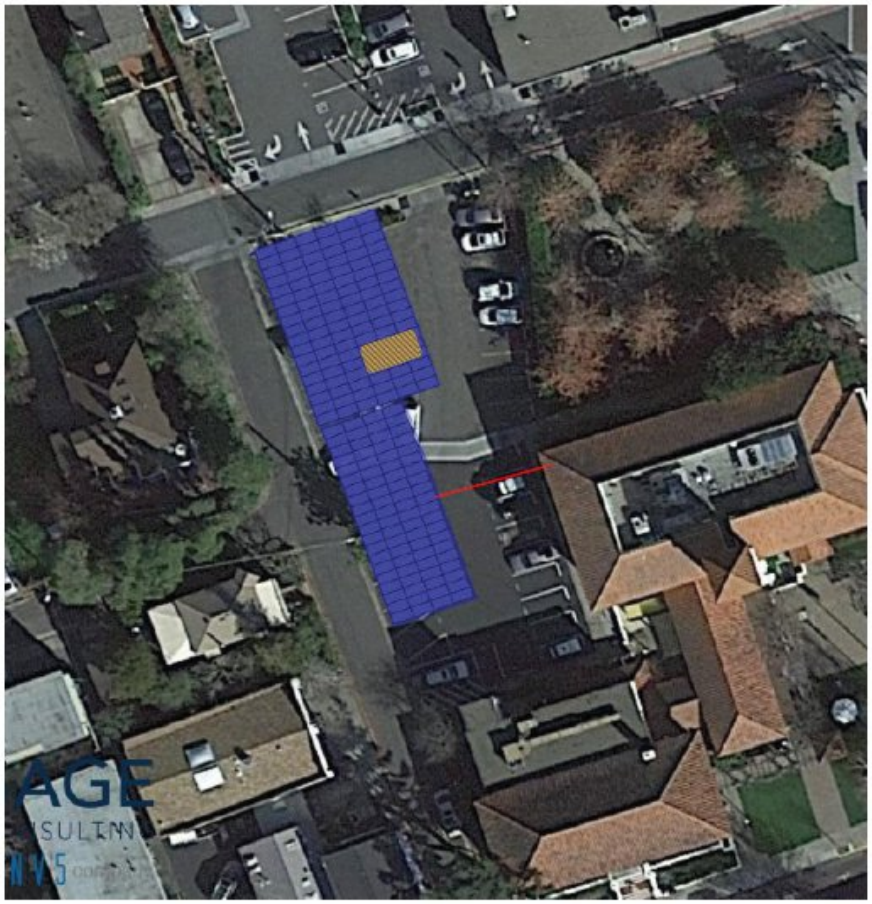


Figure 1: Design B Solar Array (Orange-striped box represents the approximate BESS location; red lines represent an estimated home run route (i.e., the trenching/conduit run from the PV/BESS to the main service breaker))

Financing Options

To finance the project, NV5 modeled three different financing scenarios: Cash Purchase, Power Purchase Agreement (PPA), and Lease. Both the cash purchase and lease options are straightforward, but the PPA would involve a third party that would finance the project and own the system. The Town would have to enter into a contract with the third party to buy the electricity generated from the system at a fixed price per kWh for a set time period (e.g., 20 years). Although the Town could technically purchase the system at Fair Market Value at the expiration of the PPA contract, it would

not be able to take advantage of any incentives such as the Investment Tax Credit (ITC), which would go to the third party that owns the system.

Although both the PPA and lease options would require little to no upfront cost to the Town compared to the cash purchase, the lifetime cost savings and net present value (NPV) of the cash purchase option is significantly higher than the other options for all of the design scenarios discussed in the previous section (Figure 2). For Design B, which staff recommends, the NPV of just the solar PV is positive for all financing options meaning that the project would be profitable. With the BESS included, the NPV is negative for all financing options meaning it would not be profitable.

			Cash Purchase		PPA		Lease	
Scenario	Turnkey Project Cost ($)	Turnkey Project Cost, After ITC Reimbursement ($) [2]	Solar PV	PV + BESS Microgrid [3]	Solar PV	PV + BESS Microgrid [3]	Solar PV	PV + BESS Microgrid [3]
Design A	$1,049,000	$782,000	$393,000	($244,000)	$265,000	($484,000)	$189,000	($386,000)
Design B [1]	$1,049,000	$782,000	$393,000	($244,000)	$265,000	($485,000)	$189,000	($386,000)
Design C	$1,246,000	$928,000	$239,000	($395,000)	$144,000	($603,000)	($31,000)	($603,000)

Figure 2: Lifetime NPV savings over 25 years for each design scenario broken out by the different financing options

The total estimated project cost for Design B is $1,049,000 including an estimated $66,000 in project soft costs (e.g., testing and inspection, project management, other overhead costs) listed in Table 1 of the feasibility study report. This does not account for additional consultant costs associated with future phases of the project. A more accurate estimate of the total project costs will be determined once the Town receives proposals through the RFP process discussed in the next section.

With the passage of the Inflation Reduction Act, local and state governments can now take advantage of the 30% ITC for solar and energy storage projects. The exact percentage reimbursement can range from 25 - 40% depending on if tax-exempt funds are used and domestic content requirements are met. In this case, the Town would receive a reimbursement from the IRS in the subsequent tax year after the project is complete for any project-related costs. This would reduce the overall costs significantly.

Based upon an evaluation of the different financing options, staff recommends that the **cash purchase option** be considered for this project as it results in the greatest lifetime cost savings, would allow the Town to take advantage of available incentives such as the ITC, and is the only option that ensures the Town would own the system outright. Furthermore, the PPA option would most likely not be viable for this project as it can be difficult to secure this type of financing for smaller solar PV projects (e.g., 100 kW).

There are a number of grants and other incentives available listed in Table 27 of the feasibility study report that the Town may be eligible for to further reduce the project

costs. Staff will continue to monitor and apply for grants available for this project including for installation of future EV chargers and electrification/energy efficiency measures for municipal buildings.

Next Steps

If directed by Council to move forward with the recommended cash purchase financing option for the Design B scenario, staff would then begin preparing an RFP for the design-build of the project with NV5's support. NV5's estimated cost to provide RFP and vendor selection support is $42,000; further details and accurate cost estimates would be provided in a new Task Order for staff to review and sign. Once staff selects a vendor through the RFP process, staff would return to the Council for approval of the vendor's proposal for design-build of the project.

NV5 has also included a preliminary project schedule in Figure 7 of the feasibility study report that covers all phases of the project. It should be noted that the project timeline could be extended significantly depending on how long procurement for critical materials takes such as for the BESS due to ongoing supply chain issues.

Finally, providing resilient power to Town Hall, the CMPA station, and Library through the proposed solar + BESS microgrid system represents just the first step towards creating a true Resilience Hub for the community. Other aspects of the Resilience Hub project that will be considered by staff include the services and activities that the Hub would support year-round, during disruptions (e.g., power outage), and during recovery after disruptions. Additionally, staff will need to ensure personnel and processes are in place to operate the Hub in all conditions (i.e., normal operation, disruption, and recovery), which may involve collaboration with community-based organizations and local, state, and federal agencies. Staff will seek input from the CAC and community through surveys and workshops on what features of a Resilience Hub would be most valuable to residents and assess the vulnerabilities of the community to natural hazards that are being exacerbated by climate change. By assessing these vulnerabilities and needs, we can ensure that the Resilience Hub provides an opportunity for the entire community to be more resilient and prepared for emergencies, particularly for those most vulnerable to these hazards, while improving community cohesion and public health.

FISCAL IMPACT

The total estimated project cost for the cash purchase based on the Design B scenario is $1,049,000. Staff recommends $622,397 be allocated from Measure J funds for the project over the course of FY 2023-24 and FY 2024-25, with the remainder being reimbursed through the federal Investment Tax Credit in the subsequent tax year after project completion, along with other possible external funding that the Town may be eligible for. The ITC can also be used to reimburse any consultant costs that are related to the project. Staff is planning to allocate funds in the Climate Action Fund for FY 2023-24 to cover NV5's consultant fees for RFP process support and vendor selection, which is estimated at $42,000.

GENERAL PLAN CONSISTENCY
Not applicable

CEQA AND CLIMATE ACTION PLAN CONSISTENCY
The Council's discussion of this item is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment (Cal. Pub. Res. Code § 21065).

The Resilience Hub project is consistent with the following measures of the adopted Climate Action Plan:

- **R-4: Innovative Technologies**: Investigate and pursue innovative technologies such as microgrids, battery storage, and demand-response programs that will improve the electric grid's resiliency and help to balance demand and renewable energy production.
- **R-5: Solar Energy Systems for Municipal Buildings**: Install solar energy systems at municipal buildings and facilities where feasible.
- **A-1: Preparation and Response**: Develop local systems of food and energy production to enhance the Town's resiliency and adaptation toward localized systems. Examples include microgrids for energy and regenerative agriculture practices on Town-managed land, as well as promoting home gardens and water catchment systems.

ATTACHMENTS

Attachment 1 – Resilience Hub Feasibility Study Presentation
Attachment 2 – Resilience Hub Feasibility Study Report

Eileen Burke
Mayor

Tarrell Kullaway
Vice Mayor

Brian Colbert
Council Member

Alexis Fineman
Council Member

Steve Burdo
Council Member

TOWN OF
SAN ANSELMO
EST. 1907

Town of San Anselmo
525 San Anselmo Avenue, San Anselmo, CA 94960-2682
(415) 258-4600
www.townofsananselmo.org

NOTICE OF TOWN COUNCIL PUBLIC HEARING
Community Resilience Center
San Anselmo Public Town Council Decision
Tuesday, April 23rd, 2024 7:00 p.m.

April 9, 2024

Applicant: Town of San Anselmo
Project Address: 525 San Anselmo Ave
Assessor's Parcel No.: 007-212-33, 007-213-70
Request: Adopting Required Findings Pursuant to California Government Code Section 4217 Approving an Energy Service Contract with Gridscape Solutions for a Solar Photovoltaic (PV) System and Battery Energy Storage System (BESS), and Microgrid for the Town Hall Resilience Hub

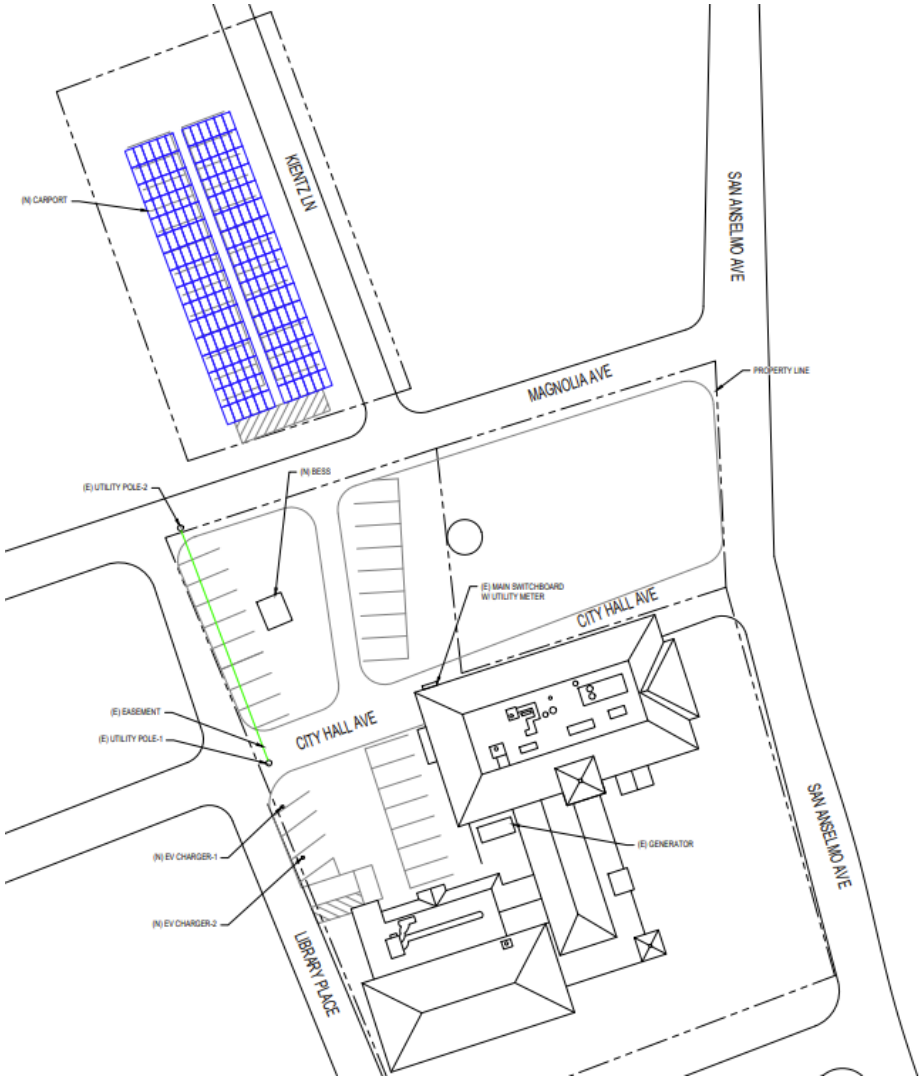
Notice is further given that pursuant to California Government Code section 4217.12, the Town Council will hold a public hearing at the San Anselmo Town Council Chambers, **525 San Anselmo Avenue, San Anselmo**, California on **April 23rd, 2024, 7:00 p.m.**

The purpose of a Community Resilience Center is to have a safe reliable place for residents to go to during extreme weather events and power outages to charge their devices, access heating/cooling, Wi-Fi, and receive other critical services. The Community Resilience Center (or Resilience Hub) would serve this function. The microgrid will be powered by a solar carport array and a battery energy storage system with microgrid controls. The microgrid will allow the Resilience Hub to maintain power during power outages and provide power to critical resiliency capabilities. EV chargers will also be installed and will have access to power from the microgrid system even during an outage. The Town will also be able to receive payment for energy exported to the grid as the Town is a part of the Net Energy Metering 2.0 (NEM 2.0) program.

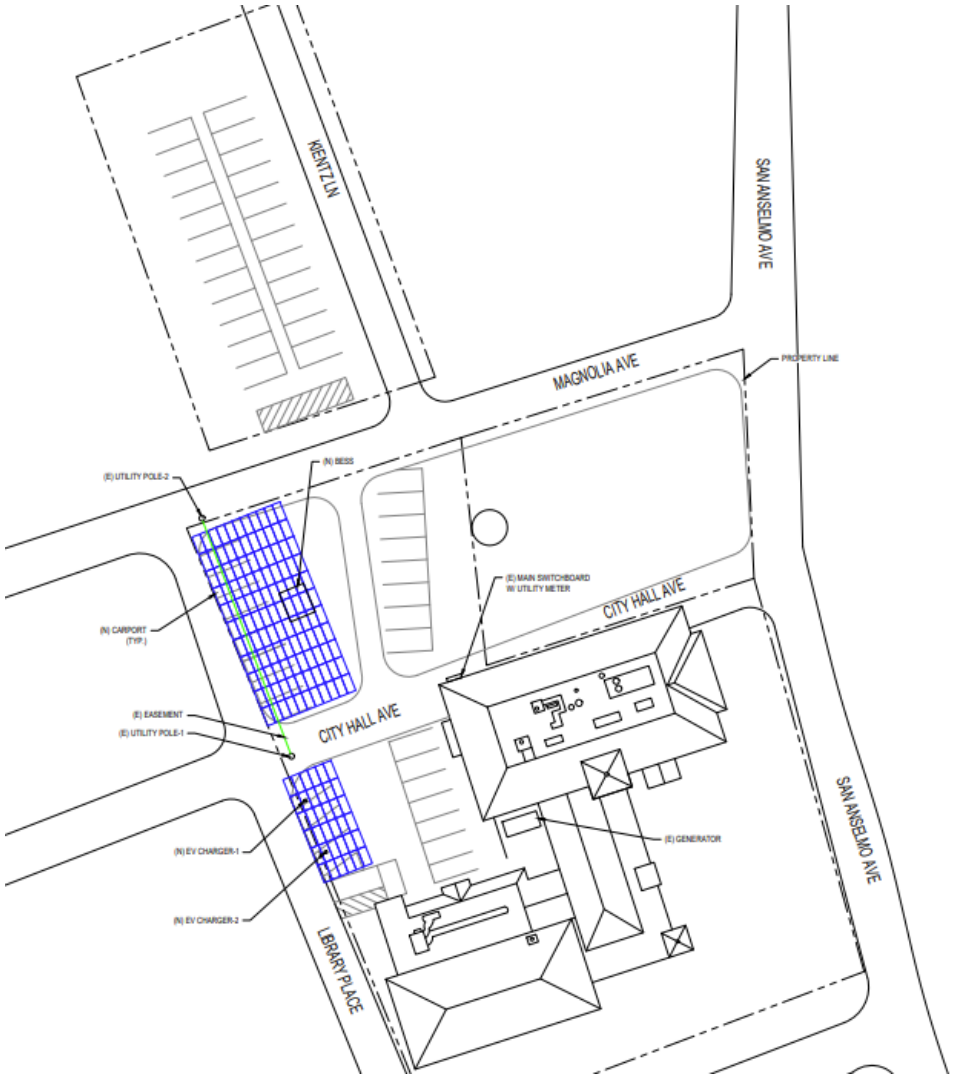
There are two proposed configurations for the solar PV system installation. Solar panels at the Magnolia lot or the Town Hall Parking lot. Both options are economically and environmentally viable. Construction cost and road impact will vary depending on the location.

If you need special assistance to participate in this meeting, please contact the Town Clerk at 415-258-4652, TTY phone number is 415-453-4690 at least 48 hours before the meeting.

Potential Option 1: Magnolia Lot



Potential Option: 2 Town Hall Lot



Attachment 4

COVER LETTER

Date: January 12, 2024

Dear Sir/Madam:

Gridscape is pleased to submit the following response to Town of San Anselmo RFP, requesting Solar PV and BESS Microgrid Project.

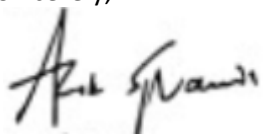
Our team is committed to collaborating with the Town to meet their strategic goals. We are also committed to building a model that will allow the Town to create similar project development structures for other City sites. Our team is highly experienced and qualified, ready to manage, design, install, interconnect, commission, own, and operate this projects Microgrid.

The Gridscape Team will deliver the full requirements outlined and utilizing our carbon-free microgrids to provide resiliency. The proposed 91.14kW DC system is expected to cost $450,945 for the base proposal and $473,492 for the Cost Proposal of Meeting the Domestic Content Requirements. Additionally, we are meeting all of the performance guarantees requested in this solicitation. Our fully automatic Microgrid Turnkey system cost is $382,938 for our 150kWh/60kW system. We have also included the additional Add-Alt of Two (2) Level 2, Dual Port EVSE.

Please feel free to contact me with any questions about our proposal. I am responsible for this response and am authorized to commit the organization to contractually carry out this work.

Thank you for your consideration. We would love the opportunity to discuss it with you.

Sincerely,



Alok Singhania
Partner, Gridscape Solutions
46711 Fremont Blvd
Fremont, CA 94538
alok@grid-scape@gmail.com
(408) 314-7882

Submit this Attachment A1 Proposal Form as your main proposal. Please exercise brevity in your responses.

The Attachment A2 Cost Proposal Form spreadsheet must be included with your submittal. Failure to provide the requested information, purposely withholding pertinent information, or providing any false or knowingly inaccurate information may result in the rejection of your proposal as non-responsive.

NAME OF COMPANY:	Gridscape Solutions, Inc.
PROPOSAL CONTACT: (Name, Title, Phone, Email)	Vipul Gore, President & CEO, 510-894-6030, sales@grid-scape.com

Qualification Requirements

1. Minimum Requirements

Failure to answer "Yes" to items (a) through (h) & (m), and "No" to items (i)- (l) of the following criteria and requirements as well as submit appropriate evidence thereof, may render your Proposal non-responsive for having failed to meet the Minimum Requirements required for review your Proposal for the Project.

a)	Within the last five (5) years, has Proposer achieved COD for at least three (3) design-build projects for a CA Public Agency that included solar PV paired with BESS using solar PV canopy structures?	☒ Yes	☐ No
b)	Does Proposer and all subcontractor(s) have sufficient bonding capacity for this Project, as set forth in Attachment C?	☒ Yes	☐ No
c)	Does Proposer or proposing team hold a California Class B and C-10 license?	☒ Yes	☐ No
d)	Can Proposer meet and utilize installation contractor(s) who can meet the insurance requirements set forth in Attachment C?	☒ Yes	☐ No
e)	Is Proposer and Installation Contractor(s) Worker's Compensation Experience Modification Rate (EMR) 1.25 or less?	☒ Yes	☐ No
f)	Has Proposer been in business in California under the present company or business name and license number for a minimum of two years?	☒ Yes	☐ No
g)	Is Proposer eligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract pursuant to either Labor Code section 1771.1 or Labor Code section 1777.7?	☒ Yes	☐ No
h)	Are Proposer and all subcontractors registered with the California Department of Industrial Relations (DIR) and will hold a current DIR registration number from the time of contract award throughout the completion of installation?	☒ Yes	☐ No
i)	Has Proposer been, or does Proposer intend to utilize installation contractor(s)who have been, terminated for cause or defaulted on a project during the last ten (10) years?	☐ Yes	☒ No
j)	Has Proposer had, or does Proposer intend to utilize installation contractor(s) who have had, a professional or contractor's license revoked at any time in the last ten (5) years?	☐ Yes	☒ No

1. Minimum Requirements		
k)	Has Proposer, or any of its owners, officers, or partners, been found liable in a civil suit, or convicted/found guilty in a criminal action within the last ten (10) years, involving (a) the awarding of a contract of a government construction project, (b) the bidding or performance of a government contract, or (c) fraud, theft or any other act of dishonesty, including but not limited to the California False Claims Act, or Federal False Claims Act?	☐ Yes ☒ No
l)	Has CAL OSHA cited or assessed penalties against Proposer or Installation Contractor(s) for any "serious," "willful," or "repeat" violations of its safety or health regulations in the last five (5) years?	☐ Yes ☒ No
m)	Has Proposer attended the Pre-Proposal Conference and Site Walk and/or viewed the recording?	☒ Yes ☐ No

2. Firm Information	
Firm Name (not dba)	Gridscape Solutions, Inc.
Firm Address	46711 Fremont Blvd, Fremont CA 94538
Firm Website	www.grid-scape.com
List all litigation arising from any public or private projects on which your firm provided work within the past 5 years. State the issues in litigation, the status of litigation, names of parties, and outcome.	
None.	

Key Requirements

3. Bonding

Your firm must provide Performance and Payment bonding for the full project contract cost. Please acknowledge that you can provide Performance and Payment bonds for the full cost of your proposed project.

Yes, Gridscape and its partners can provide performance and payment bonds for the full cost of the project.

We worked with Hudson Insurance company for our Willlowbrook project and have provided the "Multiple Obligee Rider" as bonding ability evidence attached. More documentation can be provided, if requested.

4. Proof of Insurance

Please acknowledge that you meet and will utilize installation contractor(s) who can meet the insurance requirements set forth in Attachment C Contract Terms.

Yes, Gridscape will utilize installation contractor(s) who can meet the insurance requirements set forth in Attachment C.

Gridscape has appropriate insurance to meet these requirements and we have attached proof of insurance. This insurance is out of date as we have requested an up to date version from our insurer. Our insurance numbers will be the same once our up-to-date documentation is received. This can be provided if shortlisted.

Technical Expertise

5. Project Management & Design

Identify your firm's project team and each person's role on the project. Provide brief bios of the key team members.

Gridscape Team

Vipul Gore – President & CEO

Vipul Gore has over 30 years of solid experience in Business/technical, Strategy, Sales, Services, and Engineering Management of Enterprise and Networking Systems with a proven track record of successfully delivering high-quality products and solutions to market, within budget and time. He is a seasoned executive who leverages global sales, services, support, and engineering management experience (North America, EMEA & APAC) in setting up and managing global teams. He is a Client Management Subject Matter Expert, drives revenue growth, competitive advantage, and reduces operational costs.

- Role: Oversight and expertise over the project.

Alok Singhania – Partner

Alok is responsible for Gridscape's business and project financing strategy. He has built multiple award-winning venture-backed new market technology and data-driven growth businesses from the ground up. Alok has a diverse background and specializations in leading-edge technologies such as Renewable Energy (DER, EV), Deep Learning, Blockchain, IoT, and SaaS. Successful track record in technology, and commercial model innovation, team building, business transformation, organizational change management, strategic expansions, and operational improvements. Inspirational team leader and communicator.

- Role: Everything related to business.

Gaurav Kumar – Senior Project Manager, PMP

Gaurav is PMP and NABCEP certified professional with extensive experience in renewable system design with a focus on solar, storage microgrids, and EV chargers. He has more than 13 years of experience in the construction and deployment of electrical and renewable energy projects. He has been involved in several renewable microgrid projects under the CEC grant at Gridscape Solutions. Currently, he is managing all our microgrid projects including Chabot College and San Jose City College solar and microgrid projects.

- Role: All aspects of project management on the project.

Dhruvin Patel – Senior Microgrid Engineer

Dhruvin is a Senior Microgrid Engineer with over five years of experience developing and designing effective microgrid systems solutions using renewable power sources, including PV, Energy Storage, flywheels, EV chargers, and other DERMS for C&I customers. He has experience in deploying and commissioning small to large-scale microgrid systems. He has been involved in several microgrid projects under CEC and DOE grants at Gridscape Solutions. Currently, he is managing R&D and technical issues related to all microgrid projects.

- Role: Manages engineering, design, implementation, and commissioning of the project.

Identify your design team, inclusive of a California licensed Electrical Engineer, Structural Engineer, Civil Engineer, Architect and Landscape Architect. Identify all design subcontractors. Provide brief bios of all key team members and engineers, including qualifications/certifications; license numbers, and license dates.

Design Engineers

KPFF, Structural and Civil Engineers

KPFF is at the leading edge of structural and civil engineering and strives for continuous improvement in our engineering design and design methodologies. With a long history of growth and innovation, we have built a practice based on sound engineering fundamentals coupled with developing smarter ways to design and build buildings. Whether the first application of Base Isolation on a Hospital in the United States or fully integrated Building Information Models for the 5-D environment, KPFF maintains a leadership position in the AEC Industry. For over 20 years we have designed public s throughout California, from K-12 to large community colleges regulated under the Division of the State Architect (DSA). Our wide range of experience includes over 500 DSA certified projects and work on 30 different California community college campuses including many projects with stringent budgets and compressed construction schedules. Our work includes new buildings, renovated, and expanded existing buildings, new infrastructure, and building conversions.

We believe in partnering with DSA from the onset of design. For over two decades we have worked to develop strong relationships based on trust and mutual respect with DSA plan reviewers and supervisors. We understand what DSA wants to see, and we treat DSA as a partner rather than an adversary. This partnership allows us to eliminate problems before they surface. Our strong relationships and extensive knowledge not only benefit our projects but all our partners in design, construction, and ownership

McCalmont Engineering, Electrical Engineer

McCalmont Engineering, an electrical design partner, provides design, engineering, and professional services for clean energy industries including solar PV, energy storage (ES), microgrid, EV charger, and related projects. They specialize in both utility and large-scale commercial and industrial projects.

McCalmont Engineering designs solar and storage and have been doing it for more than 20 years now. They have designed over 1,000 clean energy projects since their founding. They were also one of the first engineering firms to begin designing EV charger infrastructure projects starting in 2015. To date, the company has designed over five gigawatts of solar and energy storage projects (and over 1,000 individual projects) that are licensed in over 35 U.S. states, enabling them to stamp plans in virtually all high-sun locations. They create complete renewable energy solutions including integrated storage plus solar systems for PV+ES utility “peaker” plants, microgrid applications, demand charge mitigation, back-up power, and electric vehicle infrastructure.

5. Project Management & Design

Identify your firm's project team and each person's role on the project. Provide brief bios of the key team members.

McCalmont Project Team

Project Executive	Tom McCalmont	25+ years of experience in solar, renewable power design, and project management.
Project Manager	Sandy Fan	12+ years of experience in project management, EE, renewable energy, and interconnection design.

6. PV and EVSE Construction

Identify the major construction subcontractors you intend to use on this project and the number of jobs you have completed with each sub. If the subcontractor has not been determined yet, please list the top three subcontractors you are likely to use under each discipline.

Gridscape itself posses a C10 license and it will subcontract the construction work to one of it's preferred partners depending upon project timeline and availability. Typically, only a C10 is required to perform the task and we have an A license through our subcontractors. We will work with one of our preferred partners if class B work is required.

Likely Construction Partners:

1. **Capstone Engineered** – CSLB #870955 (A – General Engineering)
2. **Pro-Cal Lighting Inc dba Pro-Cal Electrical Contracting** – CSLB #1002601 (C10 – Electrical and B – General Building)
3. **Danlin Corporation** – CSLB #552769 (B – General Building, C33 – Painting and Decorating, C46 – Solar)

How do you propose to manage the construction of this Project? Do you intend to use multiple construction crews to meet the schedule requirements? Provide any examples of similar projects.

Gridscape will manage this project in-house by using its own experienced construction management team, led by Gaurav Kumar (PMP certified), mentioned above. We plan to use multiple construction crews to meet our proposed schedule. Recently, Gridscape completed its Microgrid project (750kW Solar Carport and 1.3MWh BESS Microgrid) Imperial Western Products (in Coachella, CA), one of the largest microgrid projects to-date. Here, we deployed an electrical construction team and carport construction team simultaneously to complete the project before the scheduled deadline.

Based on your experience constructing similar projects such as this, identify potentially significant issues that could arise during construction of this project and how you plan to mitigate them.

6. PV and EVSE Construction

This project is similar to many that we have done in the recent past in size and project implementation strategy.

1. Ongoing global supply chain issues is one of the major challenges with solar microgrid projects. To mitigate this, Gridscape procures equipment and material in volume with our suppliers and maintains a strict delivery schedule for equipment to mitigate supply chain risks. Gridscape also has a warehouse to store access inventory of parts and equipment. We will purchase most of the equipment upfront once the contract is signed, so that there is enough time to receive the material once the construction starts.
2. Even though Gridscape is extremely familiar with getting Solar Microgrid permits through various jurisdictions, it has yet to work with San Anselmo, so there is a potential of delay. We will utilize our Solar Microgrid experience from our multiple projects, such as the City of San Digo to work on this project and mitigate any potential delays.
3. One common risk is interconnection approval delays (PTO) from the utility. To mitigate this, Gridscape will work with the Town and the utility to expedite the PTO process, as it has done on many similar projects within the past year.

How many IORs do you anticipate will be required to meet your project schedule?

Approximately 3 – The project will require Electrical, and Civil, Structural.

7. Commissioning & Startup

Identify your commissioning team, including any subcontractors. Describe your commissioning process, start-up, and initial performance testing process.

Gridscape uses its own in-house engineers for commissioning and startup. We do not use external subcontractors for commissioning. The commissioning process includes structural and electrical inspection of all system components installed at the site, installing right software versions in various system components, executing and testing startup procedure, measuring the intended performance of the system during startup and a few days after startup. All the observations are recorded in a commissioning system test document. Any field corrections made are also recorded and provided to the Gridscape Support (OAM) team. The commissioning process also includes optimizing the system to ensure it meets expected and contracted performance

8. Quality Assurance

Describe your Quality Control program. Does your company have a dedicated Quality Control staff? How many employees are dedicated full-time to Quality Control?

Gridscape has three levels of quality control:

1. At the manufacturing level where we follow strict process and design to ensure that the resulting products meet all the standards like UL, fire safety and structural

2. At the construction level: we have 3 in-house field engineers to ensure all the construction meet the permitted design and can pass all the inspections.

3. At the software level (software drives all our products), there is a quarterly upset to add new features and fix any unforeseen bugs. We have a full team of QA engineers to test the software daily.

Further documentation can be provided, if selected.

Technical Proposal

9. Design and Components

List the manufacturer (and model where applicable) of the following items you propose on this Project. If you have multiple potential equipment manufacturers/models, please list them all. Also indicate the approximate cumulative installed nameplate or number of installations completed with this equipment:

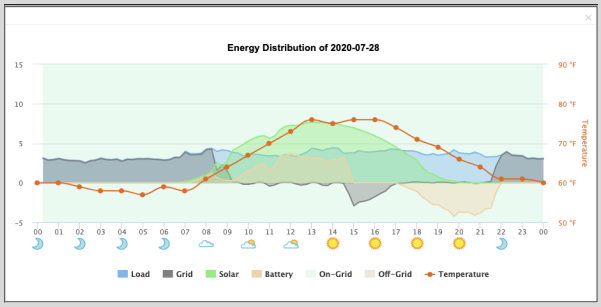
NEM 2.0 Compliant PV Modules	Hanwha Q Cells, Q.Peak Duo XL-G10.2 (490W)
NEM 2.0 Compliant Inverters	SE30KUS (2021) (SolarEdge)
Shade Structure Manufacturer or Designer	Westeel, MBL, or equivalent

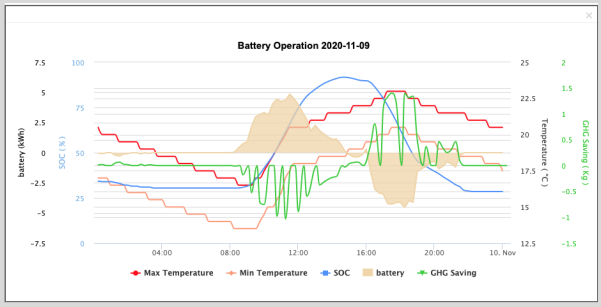
PV system performance metering/DAS equipment and monitoring platform

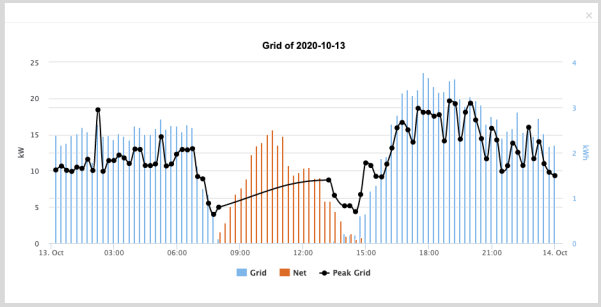
Gridscape's Energyscope™ (Microgrid Control Software and Monitoring System)

PV Production and Battery Performance

The following real-life pictures show a live report from Gridscape EnergyScopeTM DERMS System of existing sites on how the microgrid system (PV and Battery Storage) performs peak shifting, demand load reduction, and resulting energy savings.



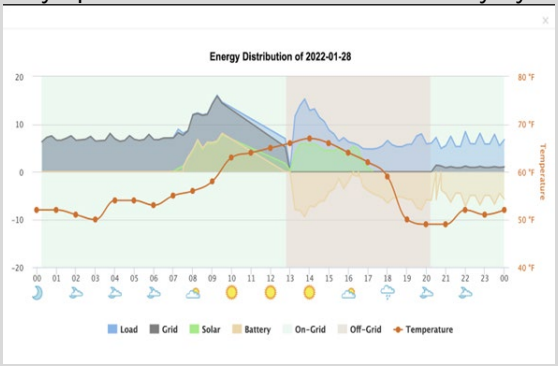




The following real-life picture shows how Gridscape EnergyScopeTM DERMS System operates the sites in a power outage (off-grid event). During a power outage, the entire site is

9. Design and Components

only operated with Solar PV and Battery System.



BESS and Microgrid Controller equipment, system components, and monitoring platform

Gridscape's Energyscope™ (Microgrid Control Software and Monitoring System)

Unlike traditional microgrid developers, Gridscape employs a holistic product-centric, artificial intelligence (AI) based software-driven approach to designing, deploying, and managing microgrids. It also integrates Electric Vehicle (EV) charging and other controllable loads into its solution. Through its broad partnerships with various Tier 1 and Tier 2 financiers, energy storage manufacturers, and other renewable energy product providers, it leverages the best-in-class mix of technology and finance to provide maximum return on investment to customers.



9. Design and Components

Any other significant system components that you will use.	Gridscape's Microgrid Battery Energy Storage System Gridscape's modular Microgrid Battery Energy Storage System is capable of both on-grid energy savings and off-grid islanding to drive critical loads during power outages. The Microgrid system will provide resiliency and cost savings to customer facilities. As shown in the figure below, the Gridscape Microgrid BESS system ("Microgrid-in-a- box") contains all the necessary hardware and software pre-assembled in an outdoor-rated enclosure so that it is easy to install and maintain. Gridscape will provide, deploy, and configure a modular battery system with an integrated site controller to coordinate, manage and control the proposed equipment and other energy resources onsite. The Gridscape EnergyScopeTM Microgrid BESS system is a weatherproof IP55-rated, robust system, deployed onsite with power and data connections for controlling distributed energy resources. The system includes a fire suppression system, off-gassing safety system, security surveillance video camera, power supply, energy meters to measure utility grid power, PV output, battery energy, and other loads, a modem, an uninterruptible power supply (UPS), critical load equipment and other components. It has a scalable architecture and provides real-time and historical monitoring and control, along with fault detection, alarm monitoring, performance management, and remote diagnostic capabilities. The main component of the box are Gridscape EnergyScopeTM Controller and Software, Battery Storage (using LFP chemistry batteries) and Inverter. 

9. Design and Components

Provide a conceptual design of the proposed system as an attachment to this form. The design should at a minimum show solar PV array and BESS locations (in areas already identified in Attachment B1) as well as proposed interconnection route.

Layout design and helioscope is attached.

10. Monitoring System

A production monitoring and data acquisition system (DAS) must be implemented in compliance with NEM requirements for the life of the PV (see Attachment B2, Spec 48 14 00 and Spec 48 17 13 for detailed requirements). Confirm that your proposed system can meet the requirements in this specification and provide a description of your monitoring system. Include details of the cloud-based user interface and data provided by the system. State exceptions if any.

Our system can meet these requirements.

Section 9. Design and Components shows our EnergyScope™ Microgrid and Energy Management Technology and it's PV Production and Battery Performance Monitoring.

Additionally, please see the following capabilities of our monitoring system.

<u>Gridscape Energyscope™ DERMS system</u>

All proposed system options will be managed by Gridscape's EnergyScopeTM Energy Information System (EIS) - a cloud-based distributed energy resource management system that includes a smart Artificial Intelligence (AI) based energy management, optimized load, and generation dispatch.



The Gridscape EnergyScopeTM DERMS system (as shown in the figure above) is a cloud-based distributed server system, certified by UL and OpenADR2.0b, that includes a very powerful visualization dashboard that will allow SJCC and the operator to view all energy data pertaining to the microgrid including solar PV, battery ESS system, EV charging stations, utility energy usage and all loads in both real-time and historical basis. The dashboard also has an access control mechanism to allow specific users to only view the data while others can configure energy profiles and control the energy flow behavior of the site based on real-time solar and load forecasts. Gridscape will provide necessary training to SJCC and its users on how to use the Gridscape EnergyScopeTM DERMS system for visualization, management, and control.

10. Monitoring System

The notable, salient features of the Gridscape EnergyScopeTM system are:

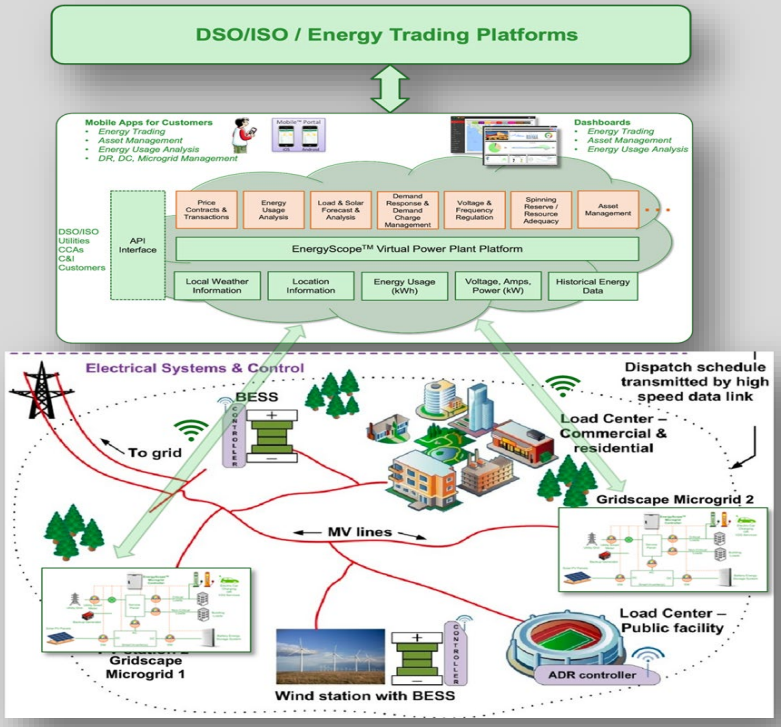
- AI-based energy management and optimization of load and generation dispatch based on customer preferences i.e., energy savings, grid resiliency, and/or GHG reduction.
- Powerful visualization dashboard showing real-time and historical energy generation and consumption.
- Integrated real-time energy costs and financial incentives (SGIP, RECs, LCFS, ITC) calculation.
- Operator controlled Load Control and Management of critical loads, EV chargers, and other controllable loads.
- Comparative Energy Pricing and Cost scenarios; allowing operators to choose the right PG&E rate tariffs under ever-changing rate tariffs and site conditions.
- Machine Learning algorithms for daily, weekly, monthly load, and solar forecasts on a per-site basis.
- Out-of-the-box integration with VPP grid services such as demand response, resource adequacy and market participation; and utility PSPS events.
- In-built support for controllable loads as well as EV charging stations
- Ability to use V2G chargers in LT mode as regular L2 chargers during normal on-grid operations, and as a source of power from electric vehicles (future fleet EVs or passenger EVs) in microgrid off-grid mode.

Gridscape will provide a customized dashboard, as shown above, to the operator that will allow site staff to drill down and monitor all the sites from anywhere. In addition, Gridscape will also install a few large 50" Display Monitors at the site(s) for anyone to view the performance of the microgrid in real-time. The customized dashboard will also be provided in a visual display system at the lobby area for general viewing on a 50" inch monitor display

Gridscape Grid Services

Gridscape EnergyScopeTM DERMS system is integrated with ancillary grid services (such as Demand Response, etc.) participation that allows the DER Owner to bid into CAISO or other grid services market (allowable by FERC 2222) for additional revenues or grid stability purposes. The following diagram shows integration between DSO/ISO, Gridscape EnergyScopeTM Grid Services & VPP platform, and various microgrid/DER assets on the ground.

10. Monitoring System



11. Warranty

The Proposer's standard warranty coverage should be at least:

Component	Warranty
PV Modules	Twenty-five (25) years
Battery Energy Storage System Components	Minimum of ten (10) years.
Inverters and all other system components	Minimum of ten (10) years.
BESS and Microgrid Controller equipment, system components, and monitoring platform	Minimum of ten (10) years.
No-cost repair and replacement coverage for any expenses not otherwise covered by the manufacturer, or consistent with current NEM 2.0 requirements for PV System warranty, whichever is greater	Minimum of ten (10) years.
Monitoring and data acquisition system (DAS)	Five (5) years
DAS subscription and data plan	Five (5) years

Please acknowledge that your proposed equipment and installation can meet the above requirements and provide any further details of the warranties proposed. State exceptions if any.

11. Warranty

All equipment comes with standard manufacturers warranties.

Standard warranty is 3-years, inverter, controller, and BESS. Extended warranty of up to 10-years will be included in the O&M contract.

Please see details in the O&M section. More documentation can be provided, if requested.

12. Performance Modeling

Fill Attachment A2 Cost Proposal Form with system performance details and identify the performance model(s) used to derive production estimates.

Energy Toolbase and Xendee was used to derive production estimates.

Please use the following solar modeling assumptions for your performance modeling.

Site Name	Weather Station	Soiling Loss
San Anselmo Town Hall/Police Station/Library	Condition Set 1 TMY, 10km grid (37.95,-122.55), NREL (prospector)	4% Flat

Provide performance modeling output for the production estimates at each site as an attachment to this form. The output should show modeling assumptions, including weather data, degradation, soiling loss assumptions, etc.

13. Performance Guarantee

Please provide your performance guarantee details in Attachment A2 Cost Proposal Form. In the space below, state your assumed number of washings per year to meet the performance guarantee. Provide details on any proposed weather adjustment.

Performance guarantee details are provided in the attachment. We have assumed 2 washings per year to meet the performance guarantee.

14. Operation & Maintenance

Please provide your Operation & Maintenance details in Attachment A2 Cost Proposal Form. In the space below, state if you can meet the minimum requirements set forth in Attachment B. Provide details on additional O&M services that is typically part of your offering.

Gridscape can meet the minimum requirements set forth in Attachment B.

Gridscape's Operations and Maintenance consists of the following features:

1. 24x7 remote support via phone, email, and web
2. Remote software updates, bug fixes, maintenance releases
3. Equipment warranty and RMA support, as provided by third-party equipment suppliers. Gridscape controller and software are warranted if the site has an O&M agreement with Gridscape.
4. Equipment warranty and RMA support for all Gridscape supplied products, including batteries. Gridscape stocks batteries for maintenance at its warehouse in Fremont and San Jose. It has capability to send a tech out within 6 hours to replace the unit.
5. Annual preventive maintenance and inspection of the deployed systems.
6. Site visit for other regular maintenance, on an as-needed basis
7. Replacement of Manufacture Equipment under warranty for as long as the customer is under O&M contract.
8. Replacement of parts for Gridscape supplied products
9. SGIP and ITC Incentive Management and Administration, including monthly performance reports of solar production and battery performance (charge, discharge, SoC, SoCr, etc.) reports
10. Regular Software updates (usually quarterly and on-demand) to make sure that the system is optimized for the site's goals (e.g., increase loads) and can react to any changes to Utility rates/TOU, weather patterns, etc.
11. A microgrid is optimized for the site's goals and changes to Utility rates/TOU and investment in the microgrid is preserved for life.

15. Geotechnical

Please indicate the geotechnical and foundation assumptions in your proposal and any potential concerns or special considerations based on readily available geohazard/geological maps.

Upon award, Gridscape will hire a geotechnical consultant as part of the design phase and the findings in the Geotech report will be used to design the carport structures and foundations.

16. Constructability Issues

Please indicate if you foresee constructability issues or have initial value engineering recommendations and provide narrative on your proposed solution.

Gridscape has not identified major constructability issues at this time. During the design phase, our electrical engineer may suggest some electrical infrastructure upgrades.

Gridscape will perform an underground survey to avoid any site disruption during construction.

Schedule

Site Construction Windows [1]		
ID	Phases	Carport Canopy
1	Phase I: Solar PV and EVSE Infrastructure	July – September 2024
2	Phase II: BESS/Microgrid (if applicable) [2]	August – October 2024

1 Construction Windows are preliminary and subject to change.
2 There are potential construction delays associated with long lead-time material and manufactured goods, such as battery or electrical components, steel, iron, or microgrid controls.

Site Name	Design Completion	Mobilization for Construction Begins	Substantial Completion	Commercial Operation Date	Final Completion
Town of San Anselmo Town Hall, Police Station, and Library	June 2024	July 2024	October 2024	November 2024	December 2024

17. Interconnection Applications

The Town has already submitted an Interconnection Application (IA) with PG&E for the site. At this time, the IA has been "deemed complete" and is currently in Engineering Review. Contractor will be responsible for maintaining NEM2 grandfathering, including achieving Substantial Completion prior to NEM2 deadline in April 2026.

Please indicate any issues or suggested changes from the schedule and IA outlined above and provided in Attachment D.

The outlined NEM2 deadline of April 2026 does not pose any identifiable issues and we have no intention of changing from that schedule.

CERTIFICATION UNDER PENALTY OF PERJURY

I, the undersigned, certify and declare that I know the contents of all documents submitted pursuant to the RFP, have read all the foregoing answers and any attached sheets and know their contents. The matters contained in, or submitted pursuant to the RFP, all documents submitted herewith, and all answers are true of my own knowledge and belief, except as to those matters stated on information and belief, as to those matters I believe them to be true. I further acknowledge receipt of all addenda provided with the RFP and that my submittal accounts for Addenda clarifications and revisions to the RFP. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Date: 01/12/2024

VG
Signature

Vipul Gore
Print Name

President & CEO, Gridscape Solutions
Title & Company Name

(Must be Signed by an Owner, Partner, or Corporate Officer Authorized to Sign on behalf of the Corporation.)

Acknowledgement of Addenda Receipt

Addenda No. & Date	Signature
Addendum 1, December 1, 2023	VG
Addendum 2, December 8, 2023	VG

(All addenda provided as part of the RFP must be listed and signatures must be made by an Owner, Partner, or Corporate Officer authorized to sign on behalf of the corporation.)

Contractor's License Detail for License # 870955

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

JAMES D CROUSE
27812 POLLENSA
MISSION VIEJO, CA 92692
Business Phone Number:(949) 231-7793

Entity Sole Ownership
Issue Date 01/13/2006
Expire Date **01/31/2026**

License Status

This license is current and active.

All information below should be reviewed.

- Check a License or HIS Registration
- Find My Licensed Contractor
- Frequently Asked Questions
- Forms and Applications
- Guides and Publications
- CSLB Laws and Regulations
- List of All CSLB Fees
- License Classifications
- Contractor Newsletter
- Application Status
- Application Status (Secured)
- Application Status by Personnel Name
- Application Status by Business Name
- CSLB Email Login

Online Services





Classifications

- C10 - ELECTRICAL
- B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NORTH RIVER INSURANCE COMPANY (THE).

Bond Number: 04CF605007

Bond Amount: $25,000

Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRIAN JOHN MORALES certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 01/04/2023

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the TRANSVERSE INSURANCE COMPANY

Policy Number:FORWC0000001722
Effective Date: 11/20/2023
Expire Date: 11/20/2024
Workers' Compensation History

Contractor's License Detail for License # 552769

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

DANLIN CORPORATION
1372 SEACOAST DR
IMPERIAL BEACH, CA 91932
Business Phone Number:(415) 971-1130

Entity Corporation
Issue Date 01/05/1989
Reissue Date 05/16/2005
Expire Date **05/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

- Check a License or HIS Registration
- Find My Licensed Contractor
- Frequently Asked Questions
- Forms and Applications
- Guides and Publications
- CSLB Laws and Regulations
- List of All CSLB Fees
- License Classifications
- Contractor Newsletter
- Application Status
- Application Status (Secured)
- Application Status by Personnel Name
- Application Status by Business Name
- CSLB Email Login

Online Services





Classifications

- B - GENERAL BUILDING
- C33 - PAINTING AND DECORATING
- C46 - SOLAR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 233065

Bond Amount: $25,000

Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FRANKLIN ROBERT GOBAR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/25/2008

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9057209
Effective Date: 05/13/2020
Expire Date: 05/13/2024

Contractor's License Detail for License # 1002601

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

PRO-CAL LIGHTING INC
dba PRO-CAL ELECTRICAL CONTRACTING

1155 S SANTA FE AVE STE A
VISTA, CA 92083
Business Phone Number:(760) 696-5580

Entity Corporation
Issue Date 04/02/2015
Expire Date **04/30/2025**

License Status

This license is current and active.

All information below should be reviewed.

- Check a License or HIS Registration
- Find My Licensed Contractor
- Frequently Asked Questions
- Forms and Applications
- Guides and Publications
- CSLB Laws and Regulations
- List of All CSLB Fees
- License Classifications
- Contractor Newsletter
- Application Status
- Application Status (Secured)
- Application Status by Personnel Name
- Application Status by Business Name
- CSLB Email Login

Online Services





Classifications

- C10 - ELECTRICAL
- B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NORTH RIVER INSURANCE COMPANY (THE).

Bond Number: 04CF605007

Bond Amount: $25,000

Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRIAN JOHN MORALES certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 01/04/2023

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the TRANSVERSE INSURANCE COMPANY

Policy Number:FORWC0000001722
Effective Date: 11/20/2023
Expire Date: 11/20/2024
Workers' Compensation History

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

Bond Number: 60004926

Multiple Obligee Rider

To be attached to and form part of Bond Number: 60004926
with Hudson Insurance Company as Surety,
Gridscape Solutions Inc as Principal, and
LINC Willowbrook Renewables, LLC as Obligee, for
valuable consideration, hereby agree respectively in connection with a contract for
Mosaic Gardens at Willowbrook

which bond and contract are made a part hereof by reference, shall now include as additional Obligee(s)

- Los Angeles County Development Authority, its successors and/or assigns, 700 W. Main Street, Alhambra, CA 91801
- Citibank, N.A., its successors and/or assigns, 388 Greenwich Street, 8th Floor, New York, NY 10013
- Raymond James California Housing Opportunities Fund V L.L.C. ISAOA, 880 Carillon Parkway, St. Petersburg, FL 33716
- Electric Power Research Institute and its Funders, together with Their Successors and Assigns, 3420 Hillview Avenue, Palo Alto, California 94304

This bond is subject to the condition that no Obligee shall have any right or action greater than those of any other Obligee and shall be subject to all offsets and defenses, however arising, which might be available against any other Obligee, their agents and representatives, in addition to any offsets or defenses that might be available against themselves.

In no event shall the Surety be liable in the aggregate to the Obligees for more than the penalty of this bond. At Surety's election, any payment due to any Obligee may be made by its check issued to the Obligees jointly.

Neither the execution nor language of this instrument, nor any previous negotiations, shall be construed as relieving any Obligee from the due and timely performance of such obligations and duties as he, or his agent or representative, may owe to the Principal or the Surety under the contract or bond.

WITNESS the following signatures and seals this 3rd day of March, 2020.

Principal (s):

Gridscape Solutions Inc

By: Vipul Gore
Vipul Gore

Surety:

Hudson Insurance Company

By:
David Gonsalves Attorney-In-Fact

10-15

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Bhumika Patel
4695 Chabot Dr Ste 200

Pleasanton CA 94588-2756

CONTACT
NAME: Bhumika Patel

PHONE (A/C, NO, EXT): 925-415-1140
FAX (A/C, NO): 925-524-2221

E-MAIL ADDRESS: bpatel@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Truck Insurance Exchange	21709
INSURER B: Farmers Insurance Exchange	21652
INSURER C: Mid Century Insurance Company	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD

FREMONT CA 94538

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	Y	N	605506095	12/23/2022	12/23/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY		N	605506095	12/23/2022	12/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			606801132	12/23/2022	12/23/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
46711 FREMONT BLVD, FREMONT, CA 94538. Certificate holder listed below is added as additional insured as well.

CERTIFICATE HOLDER

RIVER CITY BANK
PO BOX 863329

PLANO TX 75086

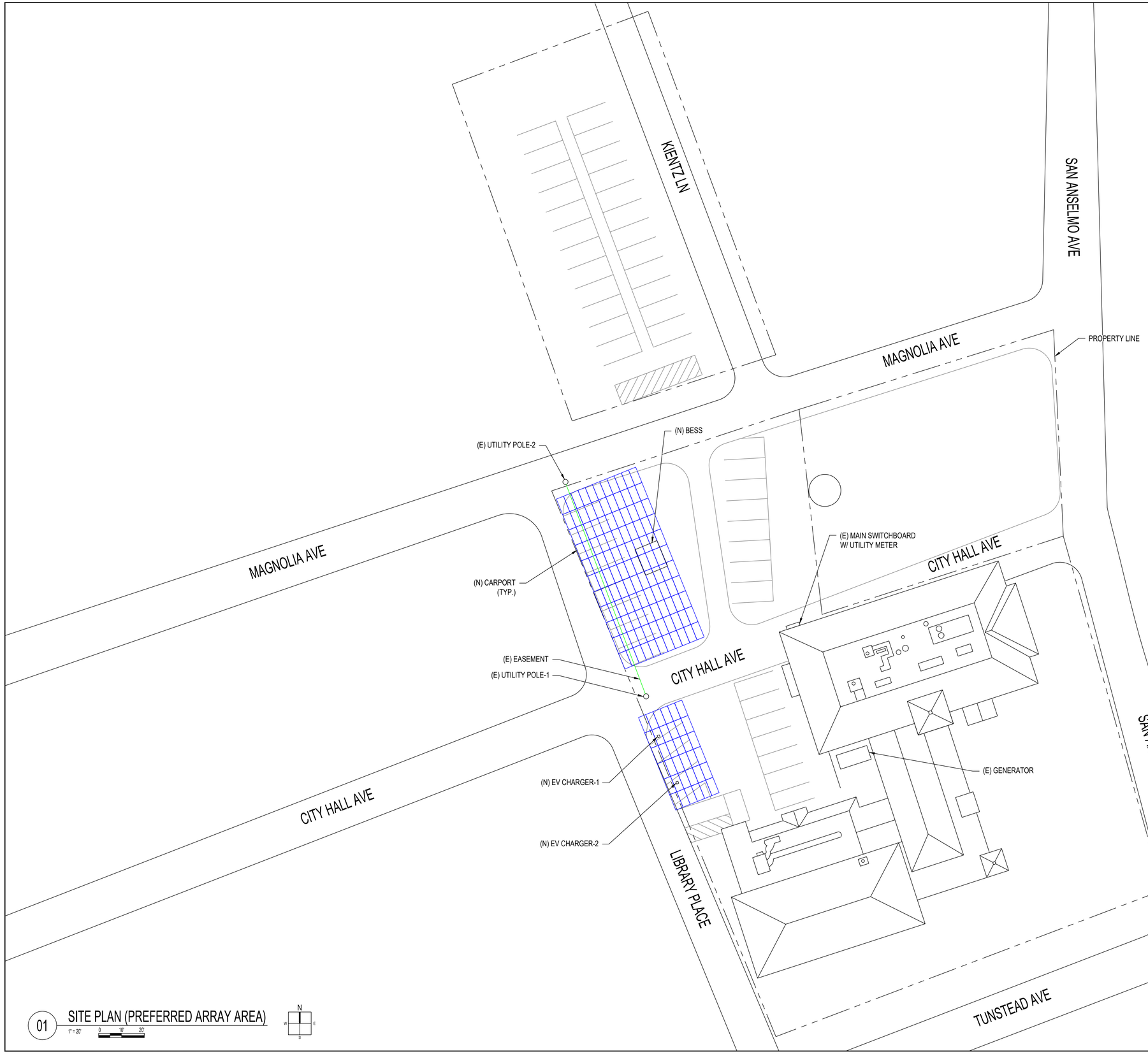
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Bhumika Patel

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01 SITE PLAN (PREFERRED ARRAY AREA)

1" = 20' 0 10' 20'

GRIDSCAPE

GRIDSCAPE SOLUTIONS

46711 FREMONT BLVD.
FREMONT, CA 94538

PHONE:

LIC. NO.: ....

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE

PROJECT

SAN ANSELMO MICROGRID RFP

525 SAN ANSELMO AVE.
SAN ANSELMO, CA94960

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:

SITE PLAN

(SHEET 1 OF 2)

DATE: 03.05.2024

DESIGN BY: RES

CHECKED BY: GS

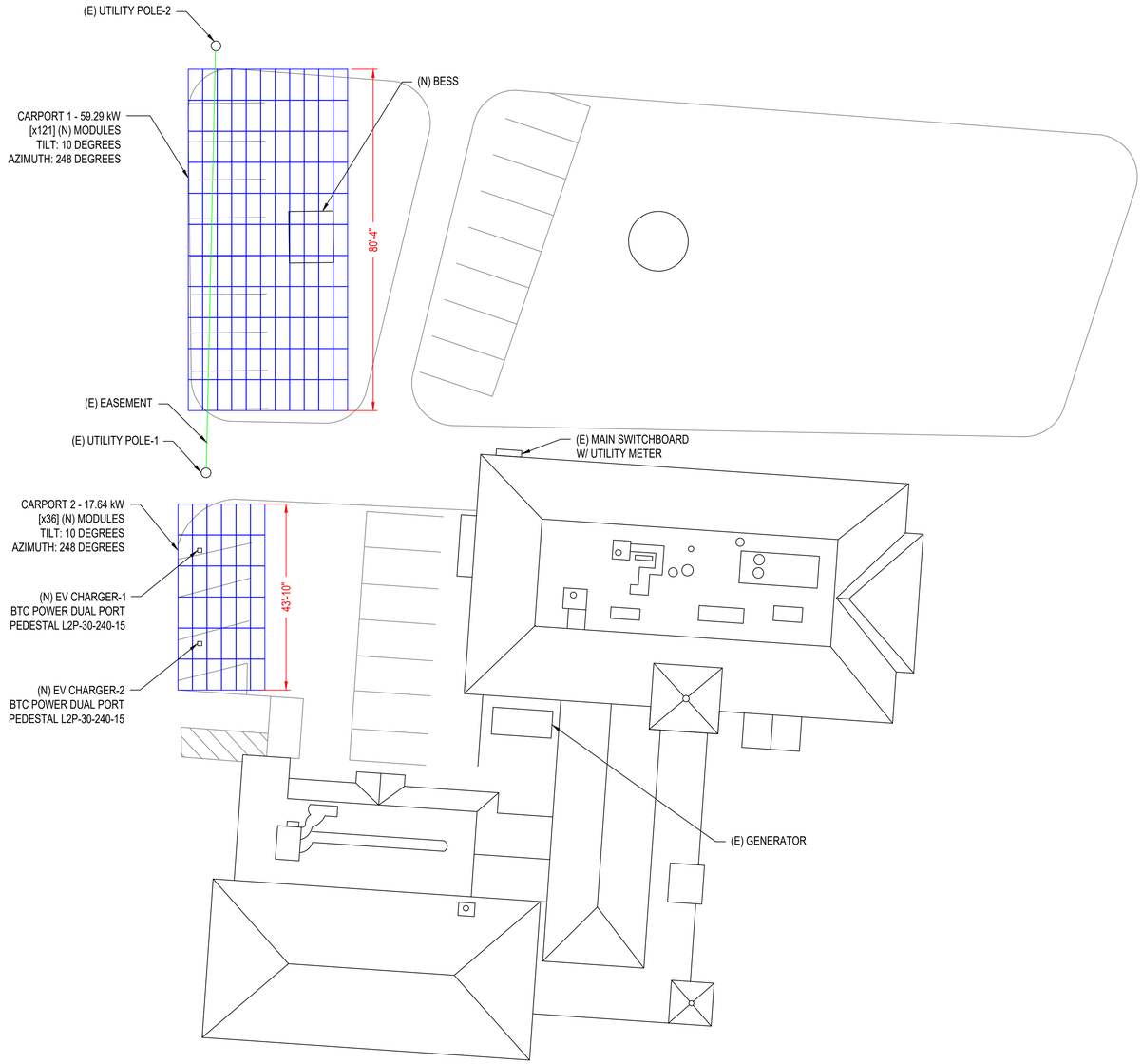
SHEET NUMBER:

A-101

SYSTEM INFO:
MODULE: (157) HANWHA Q CELLS
Q.PEAK DUO XL-G10.2 (490W)
76.93 kWDC
INVERTER: (2) SOLAREDGE SE30KUS
60 kWAC
BESS: (3) ENERGPORT L3077 W/
(3) SINEXCEL PWS2-30K-NA
232.2 kWh/ 90 kW AC
EV: (2) BTC POWER
DUAL PORT PEDESTAL L2P-30-240-15

GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS



01 ARRAY ELECTRICAL PLAN (PREFERRED ARRAY AREA)
1/16"=1'-0"
0 8' 16'





MODULE:
HANWHA Q CELLS
Q.PEAK DUO XL-G10.2 (490 WATTS)

GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538

PHONE:
LIC. NO.: ....

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE

PROJECT

SAN ANSELMO MICROGRID RFP

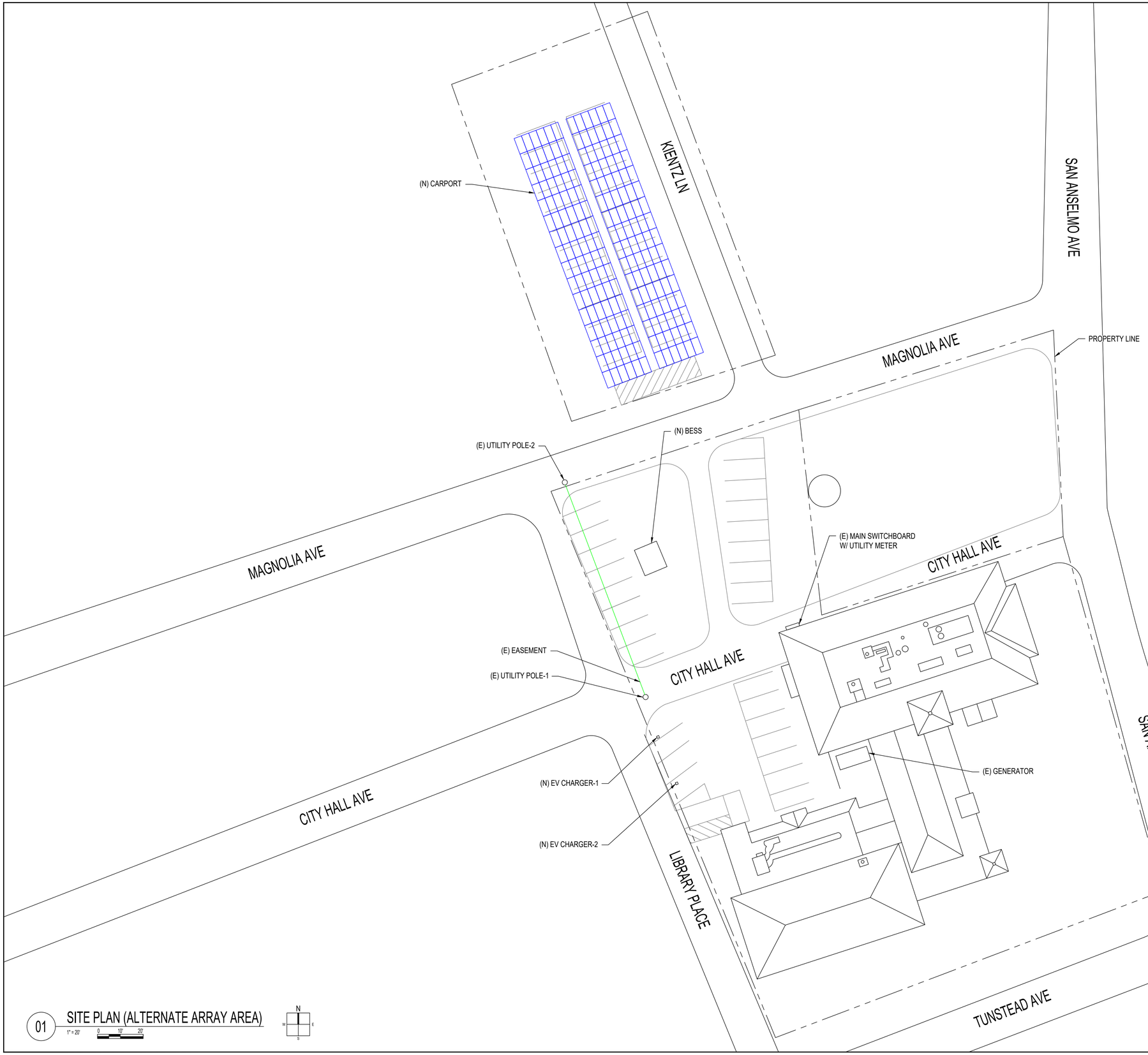
525 SAN ANSELMO AVE.
SAN ANSELMO, CA94960

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
ARRAY ELECTRICAL PLAN
(SHEET 2 OF 2)

DATE: 03.05.2024
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
A-102



01 SITE PLAN (ALTERNATE ARRAY AREA)

1" = 20' 0 10' 20'

N W E S

GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538
PHONE:
LIC. NO.: ....

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE

PROJECT

SAN ANSELMO MICROGRID RFP

525 SAN ANSELMO AVE.
SAN ANSELMO, CA94960

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

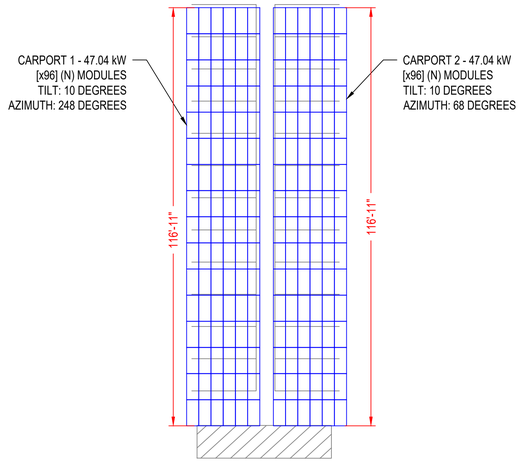
SHEET TITLE:
SITE PLAN
(SHEET 1 OF 2)

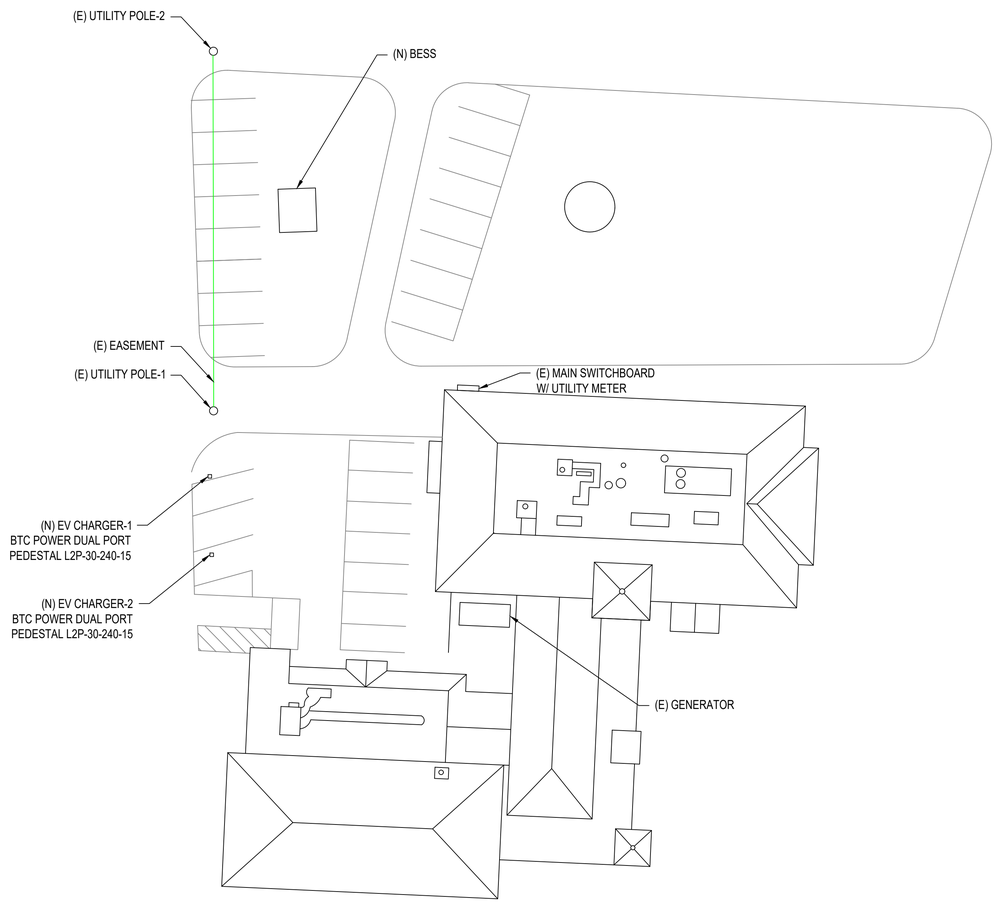
DATE: 03.05.2024
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
A-101

SYSTEM INFO:
MODULE: (192) HANWHA Q CELLS
Q.PEAK DUO XL-G10.2 (490W)
94.08 kWDC
INVERTER: (3) SOLAREDGE SE30KUS
90 kWAC
BESS: (3) ENERGPORT L3077 W/
(3) SINEXCEL PWS2-30K-NA
232.2 kWh/ 90 kW AC
EV: (2) BTC POWER
DUAL PORT PEDESTAL L2P-30-240-15

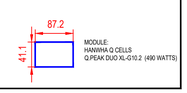
GENERAL NOTES

1. FIELD VERIFY ALL MEASUREMENTS





01 ARRAY ELECTRICAL PLAN (ALTERNATE ARRAY AREA)
1" = 20'
0 10' 20'



GRIDSCAPE SOLUTIONS
46711 FREMONT BLVD.
FREMONT, CA 94538

PHONE:
LIC. NO.: ....

REVISION / SUBMITTAL

NO.	DESCRIPTION	DATE

PROJECT

SAN ANSELMO MICROGRID RFP

525 SAN ANSELMO AVE.
SAN ANSELMO, CA94960

ENGINEER OF RECORD

PAPER SIZE: 36" x 24" (ARCH D)

SHEET TITLE:
ARRAY ELECTRICAL PLAN
(SHEET 2 OF 2)

DATE: 03.05.2024
DESIGN BY: RES
CHECKED BY: GS
SHEET NUMBER:
A-102





Town of San Anselmo – Detailed Schedule

Task	Date	Notes
Contract		
Contract Signing	March 15, 2024	
Notice to Proceed	March 15, 2024	
Detailed Site Walk-through	March-April 2024	
Design Phase		
Electrical, Structural, and Civil Design	April-June, 2024	
Permit Approval by AHJ	July-August, 2024	Dependent upon AHJ
PG&E Interconnection Application		
Procurement		
Equipment Procurement	July-August, 2024	Dependent on Permit Issue dates
Equipment Delivery Onsite – Solar PV and EVSE	September-October, 2024	
Equipment Delivery Onsite– Battery ESS	October-November, 2024	
Construction		
Initial Construction: Carports System	September-October, 2024	
Construction, Trenching, and Cabling	September-October, 2024	
Install Solar Carport System	October, 2024	
Install Electric Equipment	December, 2024	Depending on Supply Chain
Install Gridscape EnergyScope™ Controller	January, 2025	
Commissioning		
Configure and test Microgrid System	January, 2025	
PG&E Interconnection PTO	February, 2025	Dependent on utility
End to end test of the system with DERMS	March, 2025	
O&M Support		
Support – Ongoing	March, 2025	

Gridscape Solutions
46711 Fremont Blvd
Fremont, CA 94538
www.grid-scape.com

Product Warranty

This statement provides warranty statement for following products from Gridscape Solutions, Inc. (“Gridscape”).

Products Covered:

- Gridscape Microgrid System (C Unit and E Unit)
- Gridscape Microgrid Container
- Gridscape Microgrid Control Unit
- Metering and Monitoring Equipment

Manufacturer:

Gridscape Solutions, Inc.
46711 Fremont Blvd,
Fremont, CA 94538

Standard Warranty Period:

The standard warranty period is 2 years for the products listed above from the date of the invoice or the date of the shipment whichever is later. The standard warranty is included in the product cost.

Extended Warranty Period:

The extended warranty period will be for additional 5 years for the products listed above from the date of the expiration of the standard warranty. Extended Warranty is not included in the standard product cost. It needs to be purchased separately. Please contact sales@grid-scape.com for a quote.

Warranty Coverage

Gridscape warrants the products against defects in workmanship and materials during the Warranty Period. Customer must report and notify Gridscape any product defect by contacting Gridscape at: 46711 Fremont Blvd, Fremont, CA 94539, or 510-894-6030 or support@grid-scape.com. Gridscape will replace the defective product free of charge, provided that Customer informs and notifies Gridscape of the product defect within the Warranty Period, and provided that Gridscape, upon inspection and test, confirms the existence of such a defect.

Customer should provide a brief description of the defect in order to obtain a Return Merchandise Authorization (RMA) number before returning the Product. Gridscape accepts no responsibility or liability for Products returned without a prior authorized RMA. Product must be returned with a copy of the original invoice and proof of installation. Product must also include a legible data label showing the serial number. Product must be returned to Gridscape in the original packaging materials or packaging providing equal protection during shipment. Gridscape is not responsible for damage occurring during shipment.

Gridscape reserves the right, and at its option, to use new and/or refurbished Product for the warranty replacement. Gridscape further reserves the right to use Products of original or improved design in the warranty replacement. If Gridscape replaces a Product, the Product’s Warranty Period continues for the remaining portion of the Warranty Period, without any extension thereof. All replaced Products are the property of Gridscape.

Exclusion of Liability

Gridscape disclaims any liability, and is not responsible for providing warranty service or support under this Warranty, for any direct or indirect damages due to:

- Damage due to shipping, handling and transportation
- Improper installation or commissioning
- Installation by non-licensed contractor.
- Relocation of the Product from its original installation location.
- Normal wear and tear of the Product.
- The removal, installation, or troubleshooting of the Customer's electrical systems.
- Modifications, alterations or repair attempts by persons other than Gridscape Authorized Personnel.
- Insufficient electrical power, ventilation or storage which does not meet requirements set out in the product manual.
- Neglect, misuse and inappropriate operation outside of the limits of the Product specifications, or use in an unsuitable environment, including but not limited to damage due to lightning strike.
- Force majeure (e.g., water, ice, over-voltage, generalized corrosion, biological infestations, and other acts of God or nature, including but not limited to earthquakes, floods, fires, lightning or storms).
- The Product's original identification (trademark, serial number) markings have been defaced, altered, or removed.
- Non-compliance with relevant safety standards or regulations.
- Cosmetic shortcomings where damage to the exterior or casing of the Product does not influence or affect the operation of the Product, or the supply of energy from the Product.
- Missing items (ex: screws, bracket).

Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN THE EXPRESS WARRANTY SET FORTH IN THIS WARRANTY, GRIDSCAPE MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW IS LIMITED IN DURATION TO THE WARRANTY PERIOD. IN NO EVENT WILL GRIDSCAPE BE LIABLE FOR ANY SPECIAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES, HOWEVER ARISING, WHETHER IN CONTRACT OR IN TORT, INCLUDING WITHOUT RESTRICTION, ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. IN NO EVENT WILL
GRIDSCAPE'S LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT AT ISSUE.

Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without reference to conflicts of law principles. Any dispute arising out of this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts of Alameda County, California.

Contact

Gridscape Solutions, Inc.
46711 Fremont Blvd,
Fremont, CA 94538
Email: support@grid-scape.com
Phone: 510-894-6030

Example of Sample Performance Guarantee Reporting

Performance:

Gridscape will guarantee the delivery of **85%** of the **energy savings** as stated in the respective **Microgrid System Cost: Benefit Analysis (Utility Savings Column)** throughout the term of a lease contract and/or throughout the term of an Operation and Maintenance (O&M) contract excluding the first three (3) months following commission of the microgrid system. Performance after the initial three-month commission period will be monitored and reported annually.

This guaranteed delivery (also known as GES) will form the basis for calculating excess or deficit Energy Savings. Excess or Deficit will be defined as the difference between Actual Energy Savings (monitored and reported by Gridscape) and GES. This difference will be added (or subtracted) to Cumulative Benefit Savings at end of every contract year. At the end of an agreement year, if the Cumulative Benefit Savings is Positive, it will carry forward to next year. If the Cumulative Benefit Savings is negative, Gridscape will compensate the site with that amount and the Cumulative Benefit Savings will be set to zero. Certain restrictions apply*.

* Restrictions include but are not limited to changes in energy load profile, abnormal climate conditions, changes in utility rates and surcharges.

O&M includes:

- 24x7 remote monitoring, diagnostics and control of the microgrid
- Realtime reports about the performance of the microgrid
- Monthly and Annual reports that shows savings, energy usages, comparison of projects savings vs actual savings
- On Line portal to access data, performance
- SGIP Management and Administration
- Software updates to make sure that the microgrid is optimized for site's goals and changes to Utility rates/TOU

Replacement of Manufacture Equipment under warranty for as long as the customer is under OAM contract.

Onsite field services include:

(ii) Labor cost for any Equipment Replacement

(iii) Onsite equipment failure analysis and diagnostics

Reporting is done and can be accessed through our EnergyScope™ Dashboard displayed below:



City of San Anselmo, 525 San Anselmo Ave, San Anselmo, CA 94960	
Interval Data	*15-min data*
Tariff	*B10 DG, 07.01.23 switched to B1 DG, 07.01.23*
Additional Comments	Utilty = MCE
Meter ID	
Option Name	**SUM**
Annual Site Load (kWh)	141,398
Annual Load Factor	69%
PV & BESS	
Existing PV (kW)	**0**
Rooftop PV (kW)	*0*
Carport PV (kW)	*91.1*
Ground Mount PV (kW)	*0*
Total New PV (kW)	**91**
Total Solar Size (kW)	**91**
Total Solar Production (kWh)	146,251
Solar Offset	**103%**
BESS Size (kWh)	**150**
Resiliency Allocation (kWh)	37.5
Peak/Cost Shaving Allocation (kWh)	112.5
Cost Avoidance	
Energy Costs	*$40,313*
Demand Costs	*$10,605*
Annual Bill Before MG (2026)	**$54,062**
Energy Costs	*$1,396*
Demand Costs	*$0*
Annual Bill After MG (2026)	**$1,733**
Utility Cost Avoidance (2026)	***$52,329***
Cost Offset	**96.8%**
Resilience	
Maximum Resiliency Hours	53.75
Average Resiliency Hours	**16.71**
Minimum Resiliency Hours	4.25
Critical Load (%)	**40%**

Project Cost		
PV Cost + Domestic Content	*$473,492*	
PV Cost	*$450,945*	
Rooftop PV cost	*$0*	
Carport PV cost	*$409,950*	
Ground Mount PV cost	*$0*	
Estimated Installation cost	*$0*	
Project Management	*$40,995*	
BESS Cost	*$382,938*	
BESS System Costs (not including tax)	*$140,625*	
Resiliency	*$46,875*	
Total BESS Equipment Cost	*$187,500*	
BESS System Tax	*$16,875*	
BESS System Delivery	*$18,750*	
Estimated Installation cost	*$50,000*	
Commission and Testing	*$75,000*	
Project Management	*$34,813*	
EV Costs	*$25,000*	
Additional Costs	*$2,500*	
Additional Infrastructure costs	*$0*	
Additional Landscaping costs		TBD
Additional Project Management	*$2,500*	
Equipment and Services Total		
Total Project Cost	**$883,930**	
Estimated Incentives		
Sales Tax Refund	$16,875	
ITC (30%)	$265,179	
Domestic Content (10% pv)	$45,095	
Total Incentive	**$327,148**	
Effective Cost	**$556,781**	
System OAM (Annual)	**$7,500**	
Solar OAM (Annual)	**$1,367**	
Net Utility Cost Avoidance (2026)	**$43,462**	

nselmo, 525 San Anselmo Ave, San Anselm	
Option Name	**SUM**
Tariff	B10 DG, 07.01.23
Annual Site load (kWh)	141,398
Total Solar Size (kW)	**91**
Total Solar Production (kWh)	146,251
Solar Offset	103%
BESS Size (kWh)	**150**
Resiliency Allocation (kWh)	38
Peak/Cost Shaving Allocation (kWh)	113
Utility Cost Avoidance (2026)	
Energy Costs	*$40,313*
Demand Costs	*$10,605*
Annual Bill before MG	$54,062
Energy Costs	*$1,396*
Demand Costs	*$0*
Annual Bill After MG	$1,733
Utility Cost Avoidance (2026)	**$52,329**
Cost Offset	97%
Average Resiliency Hours	**16.71**
Critical Load (%)	40%
Project Cost	
PV Costs	*$450,945*
BESS Costs	*$382,938*
EV Costs	*$25,000*
Additional Costs	*$2,500*
Project Total	**$883,930**
Net Savings (25 years)	$2,332,038
Effective Cost	556,781
Incentives	
ITC (30%)	*$265,179*
SGIP ($0.18/Wh)	
Domestic Content (10%)	*$45,095*
Total Incentive	**$327,148**
Annual OAM	$8,867
System OAM	*$7,500*
Solar OAM (doesn't include cleaning)	*$1,367*
25 Years Cash Purchase Term	
Year 1 cash flow	$52,329
Cumulative Cash Flow (25 years)	$2,104,148

Option Name	**SUM**
Total Solar Size (KW)	91
BESS Size (kWh)	150
Project Cost	$883,930
Utility Net Savings (25 years)	$2,332,038
Year 1 Cash Flow	$52,329
Cumulative Cash Fow (25 years)	**$2,104,148**

Option Name	SUM
Annual Site load (kWh)	141,398
Total New PV (kW)	91
Total Solar Production (kWh)	146,251
Solar Offset (based on total Solar Size)	**103%**
BESS Size (kWh)	150
Energy Costs	$40,313
Demand Costs	$10,605
Annual Bill before MG	$54,062
Energy Costs	$1,396
Demand Costs	$0
Annual Bill After MG	$1,733
Utility Cost Avoidance (2026)	***$52,329***
Cost Offset	97%
Average Resiliency Hours	16.71
Critical Load (%)	40%
DOD (%)	75%
Project Total	**$883,930**
Year 1 cash flow	$52,329
Net Savings (25 years)	$2,332,038
Cumulative Cash Flow (25 years)	$2,104,148

Utility Escalation	4.50%
O&M Escalation	3.00%

Year	*Utility Costs Before MG*	*Utility Costs After MG*	*Projected Savings*	*O&M Costs*	*Replacement Equipment Costs*	*ITC Inc*	*SGIP rebate*	*Projected Savings*	Simple Payback Calculation
0	*$0*	*$0*	$0			$310,273	$0		***-$883,930***
1 (2026)	*$54,062*	*$1,733*	$52,329	$8,867		$0	$0	$371,469	***-$512,461***
2	*$56,495*	*$1,811*	$54,683	$9,132		$0	$0	$63,816	***-$448,645***
3	*$59,037*	*$1,893*	$57,144	$9,406		$0	$0	$66,551	***-$382,095***
4	*$61,694*	*$1,978*	$59,716	$9,689		$0	$0	$69,404	***-$312,690***
5	*$64,470*	*$2,067*	$62,403	$9,979		$0	$0	$72,382	***-$240,308***
6	*$67,371*	*$2,160*	$65,211	$10,279		$0	$0	$75,490	***-$164,818***
7	*$70,403*	*$2,257*	$68,146	$10,587		$0	$0	$78,733	***-$86,086***
8	*$73,571*	*$2,359*	$71,212	$10,905		$0	$0	$82,117	***-$3,969***
9	*$76,882*	*$2,465*	$74,417	$11,232		$0	$0	$85,648	***$81,680***
10	*$80,341*	*$2,576*	$77,765	$11,569		$0	$0	$89,334	***$171,014***
11	*$83,957*	*$2,692*	$81,265	$11,916		$0	$0	$93,181	***$264,195***
12	*$87,735*	*$2,813*	$84,922	$12,273	$22,500	$0	$0	$119,695	***$383,890***
13	*$91,683*	*$2,940*	$88,743	$12,642		$0	$0	$101,385	***$485,274***
14	*$95,809*	*$3,072*	$92,737	$13,021		$0	$0	$105,757	***$591,032***
15	*$100,120*	*$3,210*	$96,910	$13,411		$0	$0	$110,321	***$701,353***
16	*$104,625*	*$3,355*	$101,271	$13,814		$0	$0	$115,084	***$816,437***
17	*$109,334*	*$3,506*	$105,828	$14,228		$0	$0	$120,056	***$936,493***
18	*$114,254*	*$3,663*	$110,590	$14,655		$0	$0	$125,245	***$1,061,739***
19	*$119,395*	*$3,828*	$115,567	$15,095		$0	$0	$130,661	***$1,192,400***
20	*$124,768*	*$4,000*	$120,767	$15,547		$0	$0	$136,315	***$1,328,715***
21	*$130,382*	*$4,181*	$126,202	$16,014		$0	$0	$142,216	***$1,470,930***
22	*$136,250*	*$4,369*	$131,881	$16,494		$0	$0	$148,375	***$1,619,306***
23	*$142,381*	*$4,565*	$137,816	$16,989		$0	$0	$154,805	***$1,774,110***
24	*$148,788*	*$4,771*	$144,017	$17,499		$0	$0	$161,516	***$1,935,626***
25	*$155,483*	*$4,985*	$150,498	$18,024		$0	$0	$168,522	***$2,104,148***
Total (25 years)	**$2,409,288**	**$77,250**	**$2,332,038**						

Town of San Anselmo - Solar PV, BESS/Microgrid, and EVSE

Instructions for completing Form A2

General instructions:

- Complete one separate A2 form for your base proposal and for each alternate proposal.
- Fill in all yellow cells that pertain to your project.
- Do NOT alter gray cells. You may use unused cells for calculations.
- Instructions for each worksheet are shown in gray at the top of the worksheet.
- Some column headings have notes that explain what they mean. These are shown with a purple triangle in the upper right hand corner of the cell. Hold your cursor over the cell to see the explanation.

Suggested steps for completing Form A2:

1) Begin with the System Specification tab and fill in all pertinent information for your proposal in the yellow cells.
2) Select the Direct Purchase Proposal tab and fill in all yellow cells.
3) Select the Direct Purchase O&M-PeGu tab and fill in all yellow cells.
4) Select the Add Alts tabs and fill in the yellow cells, as appropriate.
5) Once all System Specifications, Direct Purchase Proposal, O&M/PeGu, and Add Alt information is completed, open the Overview and Signature tab.
6) Fill in yellow input cells on the Overview and Signature tab that you can electronically.
7) Carefully check that all information is correct on the Overview and Signature worksheet. If corrections need to be made please make them on the appropriate worksheet.
8) Once all information has been verified as correct on the Overview and Signature worksheet, print out the Overview and Signature worksheet and sign and/or fill in the appropriate lines with a pen.

Questions regarding completing Form A2:

If you have questions concerning how to fill out Form A2, please email them to the following address:

sage-rfp@NV5.com

Questions regarding the Project or the RFP:

Questions that pertain generally to the project, RFP or proposal must be emailed to the address specified in the RFP, BEFORE the due date and time for RFP question submission. Questions submitted after the published due date and time may not be answered.

NOTES FOR THIS WORKSHEET

1) Detailed consumption data provided in Attachment D1.
2) The Current Site Annual Electricity Usage is based on Utility data from September 2021-22.

FORM A2, Site Data

Town of San Anselmo - Solar PV, BESS/Microgrid, and EVSE

Site Number	Site Name	Site Address	Service Provider	Service Account ID	Meter Number	Current Tariff	Post-Construction Tariff	Interconnection	Existing Main Service Voltage	Existing Switchgear Amperage	Transformer Rating (kVA)	Current Site Annual Electricity Net	Anticipated Site Load Change	Annual Electrical Usage for Design (kWh)	Year 1 Target PV Production (kWh)
1	Town Hall + Police Station	525 SAN ANSELMO AVE	PG&E/MCE	3657715227	1010248374	B10, Deep Green	B6, Deep Green	NEM	120/240	800		160,000	-20%	128,000	128,000
2	Library	110 TUNSTEAD AVE	PG&E/MCE	3658011072	1006713125	B1, Deep Green	B1, Deep Green	N/A				17,000	-20%	13,000	N/A
											Project Totals	**177,000**		**141,000**	**128,000**

FORM A2, System Specification

Town of San Anselmo - Solar PV, BESS/Microgrid, and EVSE

Proposing Company Name: **Gridscape Solutions, Inc.**

System Specification

Module Degradation Assumptions	
Year-1 Production Degradation (%)	1.00%
Years 2-25 Production Degradation (%)	1.00%

			PV Module Specification					Inverter Specification						Year-1 Production		Years 2-25 Production	Total 25-Yr Production
Site Number	Site Name	Year 1 Target PV Production (kWh)	Manufacturer	Model No	DC STC Rating (Watts)	Module Quantity	DC Array Size (kWp)	Manufacturer	Model No	Inverter Rating Range (kW-AC) (e.g. 36 kW-50 kW)	Inverter Quantity	Total AC System size (kW-AC)	DC/AC Ratio	Yr-1 Expected Production (kWh), Inclusive of Yr-1 Production Degradation	Expected Yield (kWh/kW-DC)	Years 2-25 Production (kWh)	Total 25-Year Production (kWh)
1	Town Hall + Police Station	128,000	Hanwha	Q.Peak DUO XLG10.2 4(	490	186	91.14	SolarEdge	SE30KUS	30	3	90.00	1.01	146,251	1,605	3,103,000	3,249,251
TOTAL						Project Totals	91.140					90.000	1.01	**146,251**	**1,605**	**3,103,000**	**3,249,251**

DIRECTIONS FOR FILLING OUT THIS WORKSHEET

1) Proposers must fill in all yellow cells that are applicable to their proposal.
2) Fill in Cash Purchase Price, inclusive of any Assumed Project Development Costs and Permit costs.
3) The Base Cost Proposal is expected to meet the requirements of the Inflation Reduction Act (IRA) to qualify for a minimum 30% ITC.
4) The Cost Proposal Meeting Domestic Content Requirements is expected to meet the requirements of the IRA to qualify for a minimum 40% ITC.
5) Fill in the O&M and PeGu cost tab. O&M and PeGu must be offered with the Direct Purchase Proposal.
6) If no project development Cost amount is proposed leave cell blank.
7) Do not alter gray cells.

FORM A2, Direct Purchase Proposal

Town of San Anselmo - Solar PV, BESS/Microgrid, and EVSE

Proposing Company Name: **Gridscape Solutions, Inc.**

Project Development Costs Assumptions Table

Proposals shall include the cost assumptions below. Any cost assumption not identified as the responsibility of the District that commonly occurs on similar projects should be assumed to be the responsibility of the Proposer and included in the cost proposal.

Description	Responsible Party	Value	Include in Cost Proposal	Notes
Special inspections & testing	Town	N/A	No	Town will contract inspections and testing.
Town Legal Counsel Fees	Town	N/A	No	Town will contract.
Consultant Fees	Town	N/A	No	Town will contract.
ADA Upgrades (Within canopy footprint)	Proposer	Proposer Estimate	Yes	All ADA design/permitting costs. All upgrade costs within canopy footprint.
ADA Upgrades (Not within canopy footprint)	Town	N/A	No	ADA upgrade construction costs outside of the canopy footprint.
Interconnection (Standard/Identified/Inferable)	Proposer	Proposer Estimate	Yes	Routine and identifiable costs to interconnect with main service at each site. Costs should include any potential Utility transformer ne
Interconnection (Utility-side/Not-inferable)	Proposer	$0	Yes	Utility-side improvements (e.g. transmission or distribution upgrades) not readily inferable from RFP info. Major improvements to se
CEQA	Town	N/A	No	CEQA consultant and filing fees. Town will be the lead agency in filing CEQA notices.
CEQA Mitigation	Proposer	$0	Yes	CEQA mitigation is not expected for this project, however if any measures arise, contractor will be responsible for implementing them
Geotech & California Geological Survey (CGS)	Proposer	Proposer Estimate	Yes	Proposer to pay for all costs associated with CGS submittal as-needed.
Division of the State Architect (DSA)	Proposer	Proposer Estimate	Yes	All design, permitting, construction requirements, and close-out costs.
Fire Department Fees	Proposer	Proposer Estimate	Yes	Proposer to obtain permits and pay for all required permitting costs.
Any other required permitting	Proposer	Proposer Estimate	Yes	Proposer to obtain permits and pay for all required permitting costs.
Total Assumed Project Development Costs	**Proposer**	**$0**	**Yes**	**Cash pricing to be based on Total Project Development Cost Assumptions.**

System Cost Proposal

Site Details			Base Cost Proposal		Cost Proposal meeting Domestic Content Requirements	
Site Number	Site Name	DC Array Size (kWp)	Cash Purchase Price ($)	Unit Cost ($/Watt)	Cash Purchase Price ($)	Unit Cost ($/Watt)
1	Town Hall + Police Station	91.14	$450,945	$4.95	$473,492	$5.20
TOTAL		91.14	**$450,945**	**$4.95**	**$473,492**	**$5.20**

DIRECTIONS FOR FILLING OUT THIS WORKSHEET

1) Proposers must fill in all yellow cells that are applicable to their proposal.
2) PeGu will be based on Performance Guarantee % and Annual Production Degradation.
3) A Performance Guarantee of 95% or greater may have a maximum true-up term of five (5) years.
4) For a Direct Purchase, the Shortfall Payment Rate should be at minimum the avoided utility cost of the PV system.
5) Do not alter gray cells.
6) If no value is proposed leave cell blank.

FORM A2, Direct Purchase O&M-PeGu

Town of San Anselmo - Solar PV, BESS/Microgrid, and EVSE

Proposing Company Name: **Gridscape Solutions, Inc.**

PV Operation & Maintenance

O&M Cost	
First Year O&M Cost	$1,367
Annual O&M Escalator %	3%
O&M Duration (minimum 5 years)	5

PV Performance Guarantee (PeGu)

PeGu Assumptions	
First Year PeGu Cost	$2,500
Annual PeGu Escalator %	3%
PeGu Duration (minimum 5 years)	5
Year-1 Production Degradation (%)	1.00%
Years 2-25 Production Degradation (%)	1.00%
Performance Guarantee (% of Expected Production, min 90%)	90.0%
True-up Term (Max. 5 years)	3
Year-1 Shortfall Payment Rate ($/kWh)	$0.050
Shortfall Payment Escalator (%)	3.0%

Guaranteed Energy and Shortfall Rate per Year		
Year	Guaranteed Annual Energy Production (kWh)	Shortfall Payment Rate ($/kWh)
1	131,626	$ 0.0500
2	130,310	$ 0.0515
3	129,007	$ 0.0530
4	127,716	$ 0.0546
5	126,439	$ 0.0563
6	0	$ -
7	0	$ -
8	0	$ -
9	0	$ -
10	0	$ -
11	0	$ -
12	0	$ -
13	0	$ -
14	0	$ -
15	0	$ -
16	0	$ -
17	0	$ -
18	0	$ -
19	0	$ -
20	0	$ -
21	0	$ -
22	0	$ -
23	0	$ -
24	0	$ -
25	0	$ -

Annual O&M Payment Table

Year	O&M
1	$1,367
2	$1,408
3	$1,450
4	$1,494
5	$1,539
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
Total	$7,258

Annual PeGu Payment Table

Year	PeGu
1	$2,500
2	$2,575
3	$2,652
4	$2,732
5	$2,814
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
Total	$13,273

DIRECTIONS FOR FILLING OUT THIS WORKSHEET

1) Proposers must fill in all yellow cells that are applicable to their proposal. If no value, leave blank. Do not alter gray cells.
2) Add Alt #1 Microgrid is **required** for this project
3) Savings modeling assumptions: PV production shall be assumed to reduce demand (kW) by 70% of the modeled PV demand reduction. BESS may not take credit for this reduction. The intent of this requirement is to acknowledge that the PV system on its own will reduce demand for the site. The BESS system may not claim all demand reduction for the site and thereby over-state the savings from BESS. The analysis of savings from BESS should include interval data modeling for a non-TOU-Grandfathered system. As an example, for a given month, non-coincident demand:
- Max demand before solar = 500 kW
- Max modeled demand after solar = 400 kW
- For BESS modeling, baseline demand should be = 430 kW (500 - 100 kW x 70%)
- If PV + BESS modeling shows max demand reduction to 350 kW, BESS may take credit for 80 kW demand reduction, not 150 kW demand reduction.

4) If assumed tariff for BESS differs from the Post-Construction tariff shown in the Site Data tab, please note the new assumed tariff in the Notes section.

Notes:

> Demand savings should be based on the tariff in-place with solar implemented, not the original tariff.

FORM A2, Add Alt 1 Microgrid (Req'd)

Town of San Anselmo - Solar PV, BESS/Microgrid, and EVSE

Proposing Company Name: Gridscape Solutions, Inc.

Battery Energy Storage System (BESS) Details

BESS Specifications	
BESS Provider	Gridscape
BESS Manufacturer	Energport
Control System/Software Provider	Gridscape
SGIP Reservation Step Assumed	Step 5
Annual Degradation Rate (%)	2.0%

Optional BESS Details

BESS Modeling Assumptions	
Recharge from Solar (%)	75.0%
Discharge Efficiency (%)	95.0%
Charge Efficiency (%)	95.0%
Maximum Depth of Discharge (%)	75.0%

Microgrid Sizing, Cost Proposal & Savings

Add Alt #1 (Req'd)				BESS Size			PV Yr-1	BESS Yr-1			Cash Proposal		
Site No.	Site Name	Yr-1 Expected Production (kWh), Inclusive of Yr-1 Production Degradation	Microgrid Recommended (Y/N)	kW	kWh	Total Footprint Reqd. (SF)	Demand Savings ($)	BESS Demand Savings ($)	Other Value Streams ($)	Total Yr-1 BESS Savings ($)	Manual Load Management Turnkey System Cost ($)	Critical Load Panel Turnkey System Cost ($)	Fully Automatic Microgrid Turnkey System Cost ($)
1	Town Hall + Police Station	146,251	Yes	60	150	108	$4,565	$6,040	$41,724	$47,764	N/A	N/A	$382,938.00
TOTAL		**146,251**		**60**	**150**	**108**	**$4,565**	**$6,040**	**$41,724**	**$47,764**	**$0**	**$0**	**$382,938**

Microgrid O&M Details (Cash Purchase)

O&M Cost	
First Year O&M Cost	$7,500
Annual O&M Escalator, %	3.0%
O&M Duration (minimum 5 years)	5

Microgrid Capacity Guarantee (Cash Purchase)

Capacity Guarantee Assumptions	
First Year Capacity Guarantee Cost	$0
Annual Capacity Guarantee Escalator, %	0.0%
Capacity Guarantee Duration (minimum 5 years)	5
Annual Degradation, %	2.0%
Capacity Guarantee (% of Rated Capacity)	85.0%

Microgrid Software Subscription Details (Cash Purchase)

BESS Software Cost	
First Year Software Cost	included in O&M
Annual Software Escalator, %	Included in O&M
Software Duration (minimum 5 years)	5

Notes:

Tariff switched from B-10 to B-1, which is a non-demand-charge tariff. The battery size is smaller than required on the RFP because our analysis team found it to be the most cost optimal sizing that fits the resiliency needs. However, we can add more resiliency if desired of 225kWh/90kW BESS for approximately $100,000 extra, with an effective cost of $70,000.

We provide a capacity guarantee, which is provided under manufacturers warranty. We also provide an uptime guarantee.

DIRECTIONS FOR FILLING OUT THIS WORKSHEET

1) Proposers must fill in all yellow cells that are applicable to their proposal. If no value, leave blank. Do not alter gray cells.
2) Add Alt #2 EVSE Installation is optional for this project.
3) This Add Alt is supplementary to the mandatory scope of infrastructure (e.g., spare conduit) specified in Attachment B1. Whether or not Proposers opt to submit Add Alt #2, that infrastructure must be included in the base bid, via the Direct Purchase Proposal sheet.
4) The Cost Proposal should include costs for scope noted in Attachment B1 and Attachment B2, inclusive of all design, permitting, EV chargers, transformers (purchase and installation), UG conduit, conductors, trenching/boring, concrete pads, landing, securing, connection, installation, and commissioning for complete operational EVSE. Note that panel sizing, transformers, and UG conduit must meet requirements specified in Attchments B1 and B2, which include infrastructure capacity beyond the Chargers listed below.
5) If Network/Data, Software, and/or O&M fees are included as a lump sum, they must cover a 5-year term.

FORM A2, Add Alt 2 EVSE (Optional)

Town of San Anselmo - Solar PV, BESS/Microgrid, and EVSE

Proposing Company Name: Gridscape Solutions, Inc.

Level 2 Electric Vehicle Supply Equipment (EVSE) Details

Level 2 EVSE Specifications	
Level 2 EVSE Manufacturer	BTC Power
Level 2 EVSE Model	2P-30-240-15-003
Level 2 EVSE Power per Port, at 208V (kW)	7.2

Level 2 EVSE Installation Cost Proposal

Site Details					Cost Proposal						O	
Site Number	Site Name	Qty Level 2 Ports	Qty Level 2 EVSE	Total installed L2 EVSE kW	Design Cost ($)	EV Charger Equipment Cost ($)	Installation Cost ($)	Lump Sum Network/Data, Software, O&M Cost ($)	Level 2 Total Installed Cost ($)	Total Installed Cost per L2 Charger ($/Charger)	Yr-1 Network and Data Plan Fees ($)	Yr-1 Software Fees ($)
1	Town Hall + Police Station	4	2	28.80	$5,000	$12,000	$10,000	$0	$20,000	$10,000	$0	$0
TOTAL		**4**	**2**	**28.80**	**$5,000**	**$12,000**	**$10,000**	**$0**	**$20,000**	**$10,000**	**$0**	**$0**

EVSE Extended Homerun Cost Proposal

EVSE Installation Price Adder	
Additional Cost per foot of extended homerun beyond the distance to the existing MSB ($/ft)	$75

EVSE On-going Cost Proposal

EVSE Software & O&M Escalators	
Annual Network and Software Escalator (%)	0.0%
Annual O&M Escalator (%)	0.0%

Notes: Software, Network, and On-going fees are all accounted for in our O&M and Microgrid Software.

DIRECTIONS FOR FILLING OUT THIS WORKSHEET

1) Proposers must fill in all yellow cells that are applicable to their cost proposal
2) If there is no proposal for an input cell, leave the cell blank.
3) **Proposer must submit this as a PDF and Excel spreadsheet. PDF submittal must include Proposer's signatures on the Overview and Signature sheet.**

FORM A2, Overview and Signature

Town of San Anselmo
Solar PV, BESS/Microgrid, and EVSE

Dear Town of San Anselmo,

The undersigned, doing business under the name of: **Gridscape Solutions, Inc.**

having carefully examined the location of the Project, the local conditions of the sites comprising the Project, the Project Request for Proposal and all appendices attached thereto, including but not limited to: Project Scope, PPA Terms Contract, the Project Schedule, and Historical Electrical Consumption Information, Project Site Plans, and Specifications, proposes to perform the Contract, including all of its component parts, and to furnish any and all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Specifications and Design Criteria, including all taxes as follows:

Solar PV System Outline

Site Number	Site Name	DC Array Size (kWp)	Yr-1 Expected Production (kWh), Inclusive of Yr-1 Production Degradation	Expected Yield (kWh/kW-DC)
1	Town Hall + Police Station	91.14	146,251	1,605
TOTAL		**91.14**	**146,251**	**1,605**

Direct Purchase Base PV System Cost Proposal

Site Number	Site Name	Base Cost Proposal	Cost Proposal meeting Domestic Content Requirements
1	Town Hall + Police Station	$450,945	$473,492
TOTAL		**$450,945**	**$473,492**

Direct Purchase O&M and PeGu

	O&M	PeGu
First Year Cost ($)	$1,367	$2,500
Annual Escalator (%)	3.0%	3.0%
Contract Duration (Years)	5	5
Year-1 Degradation (%)	N/A	1.00%
Years 2-25 Degradation (%)	N/A	1.00%
Performance Guarantee (%)	N/A	90.0%
True Up Term (Years)	N/A	3
Year-1 Shortfall Payment Rate ($/kWh)	N/A	$0.050
Shortfall Payment Escalator (%)	N/A	3.0%

Add Alt 1 Microgrid (Required)

						Cash Proposal		
Site Number	Site Name	kW	kWh	Total Footprint Reqd. (SF)	Total Yr-1 BESS Savings ($)	Manual Load Management Turnkey System Cost ($)	Critical Load Panel Turnkey System Cost ($)	Fully Automatic Microgrid Turnkey System Cost ($)
1	Town Hall + Police Station	60	150	108	$47,764	N/A	N/A	$382,938
TOTAL		**60**	**150**	**108**	**$47,764**	**$0**	**$0**	**$382,938**

	O&M	Capacity Guarantee	Software
First Year Cost ($)	$7,500	$0	included in O&M
Annual Escalator (%)	3.0%	0.0%	Included in O&M
Contract Duration (Years)	5	5	5
Annual Degradation (%)	N/A	2.0%	N/A
Capacity Guarantee (%)	N/A	85.0%	N/A

Add Alt 2 EVSE (Optional)

Site Number	Site Name	Qty Level 2 EVSE	Level 2 Total Installed Cost ($)	Level 2 Total Yr-1 On going Cost ($)
1	Town Hall + Police Station	2	$20,000	$0
TOTAL		**2**	**$20,000**	**$0**

EVSE Software and O&M Escalators	
Annual Network and Software Escalator (%)	0.0%
Annual O&M Escalator (%)	0.0%

Signature

The undersigned has checked carefully all the above figures and understands that Town of San Anselmo is not responsible for any errors or omissions on the part of the undersigned in making up this proposal. The undersigned has confirmed the pricing figures stated above and if awarded the Contract the undersigned hereby agrees to sign the Contract and furnish certificates of insurance within ten (10) days after the execution of Contract. The undersigned agrees, on the acceptance of this proposal, to enter into and execute the Contract. It is understood that this proposal is based upon completing the work within the number of calendar days as specified in the Contract Documents.

Company: Gridscape Solutions, Inc.
Address: 46711 Fremont Blvd, Fremont, CA 94538
By: Vipul Gore
(Please Print or Type)
Signature: V g
Title: President & CEO
Date: Friday, January 12, 2024
Phone: 510-894-6030

(Must be signed by an Owner, Partner, or Corporate Officer Authorized to sign on behalf of the proposing company.)

RFP EXCEPTIONS FORM

List all exceptions that your firm has to the requirements and terms outlined in the RFP and all attachments. Do not provide a blanket list of assumptions in conflict with the requirements outlined in the RFP.

RFP Attachment A and your proposal will be attached as an exhibit to the final project contract(s). The exceptions listed below will be taken into consideration in evaluating your proposal and during contract negotiations. Final exceptions to the RFP documents will be formally agreed upon by both parties and memorialized in the final contract.

NAME OF COMPANY: Gridscape Solutions, Inc.

P1. Exceptions to RFP

Please list your firm's exceptions to the RFP, including all attachments except the documents in Attachments B and C, which are called out separately below.

N/A, However, the City Proposed schedule is unobtainable. Please see our proposed schedule.

P2. Exceptions Attachment B (Project Requirements)

Please list your firm's exceptions to Attachment B.

N/A

P3. Exceptions Attachment C (Contract Terms)

Please list your firm's exceptions to Attachment C.

N/A

Attachment 5

TOWN OF SAN ANSELMO

Contract for

[name project]

This public works contract (the "Contract") is made and entered into this _____ day of _____, 202__, by and between the Town of San Anselmo (the "Town") and _____ ("Contractor" collectively the "Parties") for the work of [briefly describe project] (the "Project"). The Parties hereby agree as follows:

1. SCOPE OF WORK. Contractor hereby agrees to furnish all of the material, equipment, and labor necessary, and to perform all of the work described in the specifications for the Project more particularly described in Exhibit "A" (the "Scope of Work") according to the terms of this Contract. To the extent any attachment contains provisions that conflict with the terms of the body of this Contract, the Contract terms will control.

2. CONTRACT DOCUMENTS. The Contract Documents incorporated into, and made part of, this Contract include and are comprised of all of the documents listed below:

A. Notice inviting bids, if applicable.
B. Contract.
C. Exhibit "A" Scope of Work.
D. Exhibit "B" Insurance.
[Include additional documents as applicable; noncollusion declaration; bid schedule; subcontractor list; and bonds requirements.]

3. TIME OF COMPLETION. The work to be performed under this Contract shall be commenced within _____ calendar days of the Town giving Contractor a notice to proceed. The work shall be completed within _____working days from commencement, and within such extensions of time as are provided by the Town in writing.

4. CONTRACT PRICE. As full and complete compensation for Contractor's timely completion of the Scope of Work, the Town agrees to pay Contractor the amount of $_____ (the "Contract Price"). Payment will be made monthly upon receipt of an itemized invoice.

5. INDEMNIFICATION. Contractor shall indemnify, release, defend, and hold harmless the Town, and its officers, employees, and agents ("Town indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation arising out of Contractor's performance of its obligations under this Contract or out of the operations conducted by Contractor, except for such loss or damage arising from the sole or active negligence or willful misconduct, of the Town. In the event the Town indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Contract, Contractor shall provide a defense to the Town indemnitees by counsel selected by the Town, or at the Town's option,

reimburse the Town indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of said claims.

6. INSURANCE. Contractor agrees to obtain and maintain in full force and effect during the term of this Contract, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

7. TERMINATION. Either party may terminate this Contract for cause upon fifteen (15) days' written noticed 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 said fifteen (15) day time period. Upon receipt of notice of termination, neither Party shall incur additional obligations under this Contract without the prior written consent of the other. The Town reserves the right to terminate all or part of the Contract for convenience upon reasonable written notice to Contractor. In such case, the Town will owe Contractor payment for the work satisfactorily performed prior to Contract termination. A waiver by the Town of any breach of any Contract provision shall not be deemed a waiver of any subsequent breach.

8. GENERAL PROVISIONS.

A. Nondiscrimination. No discrimination shall be made in the employment of persons under this Contract because of race, national origin, ancestry, religion, or gender or sexual orientation or identity.
B. Independent Contractor. Contractor and the Town expressly agree that the status of Contractor, its officers, agents and employees, and any subcontractors, are that of an Independent Contractor and not that of an employee of the Town.
C. Compliance with Laws. Contactor and any subcontractors shall comply with all federal, state, and local laws in the performance of this Contract. Unless the Contract Price is less than $1,000, the Contract is subject to all applicable requirements of California Labor Code section 1720 *et seq.*, including but not limited to prevailing wage requirements.
D. Modification. This Contract may only be modified by the prior written agreement of the Parties.
E. Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without the Town's prior written consent. This Contract is binding on Contractor's and the Town's lawful heirs, successors, and permitted assigns.
F. Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.
G. 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.
H. Integration; Severability. This Contract and the Contract Documents incorporated herein, constitute the final, complete, and exclusive terms of the agreement between the Town and Contractor. If any provision of the Contract or Contract Documents, or portion of a provision thereof, is determined to be illegal, invalid, or unenforceable,

the remaining provisions of the Contract and Contract Documents will remain in full force and effect.

I. Counterparts and Electronic Signature. This Contract may be executed by electronic signature and in counterpart original. Counterpart signature pages may be delivered by email or other means of electronic transmission.

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

DATED:_____ **TOWN OF SAN ANSELMO**

By: David Donery
Town Manager, Town of San Anselmo

DATED:_____ **[CONTRACTOR NAME]**

By: _____

Exhibit “A”

Scope of Work

Exhibit "B"

Insurance Requirements

Contractor will, at all times under this Contract, maintain the insurance coverage required herein to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Scope of Work. Each policy must be issued by a company licensed to do business in California. Contractor must provide the Town with certificates of insurance and required endorsements as evidence of coverage before the Town authorizes Contractor to proceed with any work.

A. 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.

B. Liability. Commercial General Liability ("CGL") Coverage insurance issued on an occurrence basis, including coverage for liability arising from Contractor's or its subcontractor's acts or omissions in performing the Scope of 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.

C. Automotive. Commercial automotive liability coverage for owned, non-owned, and hired vehicles must provide coverage of at least $2,000,000 combined single limit per accident for bodily injury, death, or property damage.

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

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

(1) The Town, 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.

(2) 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.

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

(4) 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 the Town before the Town's own insurance or self-insurance will be called upon to protect it as a named insured.

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

STAFF REPORT

TOWN OF SAN ANSELMO Item # 3.3

MEETING DATE: April 23, 2024

AGENDA TITLE: Amending the Master Fee Schedule for the Town of San Anselmo

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That the Town Council conduct a public hearing and adopt the attached Resolution amending the Master Fee Schedule effective July 1, 2024.

SUMMARY

On December 11, 2018, the Town Council adopted Resolution No. 4258 to approve The Town of San Anselmo User Fee Study Report by Willdan Financial Services, dated October 2018 ("Fee Study") and to adopt the updated Town of San Anselmo User Fee Schedule. Resolution No. 4258 directed the Town Manager or his designee to conduct an annual internal review of the Master Fee Schedule and to permit the automatic adjustment of fees based on the annual change in the Consumer Price Index for All Urban Consumers San Francisco-Oakland-Hayward, California ("CPI"). Under the resolution and state law, the Town Council must review and approve the annual automatic adjustment by resolution.

BACKGROUND

As required in Resolution No. 4258, the Town Manager and Town Finance & Administrative Services Director have conducted an annual internal review of the User Fee Schedule and prepared a revised fee schedule to reflect the automatically adjusted schedule of user and regulatory fees, based on the CPI. This year marks the fifth annual adjustment. The amended fee schedule in the attached Resolution reflects the 2.6% increase in CPI for the period from December 2022 to December 2023. The CPI increases over the previous four fiscal years were 2.5%, 2.0%, 4.2%, and 4.9%.

Town staff has also included in the fee schedule the mural permit fee adopted by the Council at its October 10, 2023, meeting.

The only fees adjusted greater than the CPI index was the Memorial Park – Small and Large Picnic Area rentals due to the recent improvements and high demand justifying greater staff time.

Following review and approval by the Council, the amended fee schedule will become effective on July 1, 2024.

FISCAL IMPACT

Assuming fee-related activity remains relatively stable, the proposed fee changes are anticipated to generate roughly $31,000 in additional annual revenues.

It is important to note that while adjusting fees will have a fiscal impact in the form of additional revenue, the revenue is not intended to be used to fund new services. Rather the revenue is intended to offset the costs of providing existing services that are recoverable from fees. Consequently, while fees may rise annually, typically labor and service costs (the primary drivers of fee-related costs) also rise annually. Recalibration of these fees simply provides an offset of existing expenditures/needs rather than a source of funding for expanded service levels.

GENERAL PLAN CONSISTENCY

Not applicable.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Adoption of the attached Resolution is statutorily and categorically exempt from the California Environmental Quality Act (CEQA) under Public Resources Code section 21080(b)(8) and CEQA Guidelines section 15273, because it involves approval of charges by the Town which the Town finds are for the purpose of meeting operating expenses, as demonstrated by the Fee Study completed in October 2018.

ATTACHMENTS

Attachment 1: Resolution Amending Fee Schedule
Exhibit A: Fee Schedule FY2024-2025

RESOLUTION NO. XXXX

RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL AMENDING CERTAIN USER FEES FOR TOWN SERVICES

WHEREAS, state law permits the Town to impose service fees for certain Town services, as long as those fees do not exceed the estimated reasonable costs of providing the service for which the fee is intended; and

WHEREAS, on December 11, 2018, the Town Council adopted Resolution No. 4258 to approve the Town of San Anselmo User Fee Study Report by Willdan Financial Servcies, dated October 2018 ("Fee Study") and to adopt the Town of San Anselmo User Fee Schedule; and

WHEREAS, Resolution No. 4258 directed the Town Manager or designee to conduct an annual internal review of the Master Fee Schedule to permit the automatic adjustment of various fees based on the annual change in the Consumer Price Index for All Urban Consumers San Francisco-Oakland-Hayward, California ("CPI"); and

WHEREAS, the Town Manager and Town Finance & Administrative Services Director conducted the annual internal review of the User Fee Schedule and calculated the adjustment to the fees based on the CPI, as reflected in Exhibit "A" to this Resolution; and

WHEREAS, the Town has followed all notice and hearing requirements set forth in state law for considering an adjustment to these fees.

NOW, THEREFORE, THE TOWN COUNCIL HEREBY RESOLVES:

Section 1. Environment Review

The charges authorized by this resolution are exempt from the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"), because it can be seen with certainty that there is no possibility that the activity authorized herein may have a significant effect on the environment. (CEQA Guidelines §15061(b)(3)). More specifically, adopting the resolution is statutorily and categorically exempt from CEQA under Public Resources Code section 21080(b)(8) and CEQA Guidelines section 15273, because it involves approval of charges by the Town which the Town Council finds are for the purpose of meeting operating expenses, as demonstrated by the Fee Study approved by the Town Council on December 11, 2018, in Resolution No. 4258.

Section 2. Adoption of Amended Master Fee Schedule

The Town Council hereby adopts the amended Town of San Anselmo Schedule of User Fees attached hereto as Exhibit A and incorporated herein by reference ("Master Fee Schedule"). Unless otherwise specified in the Master Fee Schedule, all user fees shall be paid to the Town prior to the Town's performance of requested services. Pursuant to Resolution No. 4197, fees may be paid by credit card, debit card, or electronic fund transfer.

Section 3. Effective Date of Fees

The fees listed on the Master Fee Schedule at Exhibit A will take effect on July 1, 2024. The Master Fee Schedule at Exhibit A will replace the Town's existing Master Fee Schedule adopted by Resolution No. 4484.

Section 4. Severability

The Town Council hereby declares every section, paragraph, sentence, clause and phrase of this Resolution is severable. If any section, paragraph, sentence, clause or phrase of this Resolution is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the 23rd day of April, 2024, by the following vote:

AYES: Councilmember:
NOES: Councilmember:
ABSENT: Councilmember:
ABSTAIN: Councilmember:

_____
EILEEN BURKE
MAYOR

ATTEST:

_____
SERGE AVILA
TOWN CLERK

EXHIBITS

A. FEE SCHEDULE FY24-25

TOWN OF
SAN ANSELMO
EST. 1907

Schedule of User Fees

Effective July 1, 2024

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Finance & Administration

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
1	Photocopies	$0.20	$0.20	Per page	Fee	Document with State requirements are charged per State Mandate
2	Returned check charge	$25.00	$25.00	Per incident	Regulated	
3	Certification	$20.00	$21.00	Per certification	Fee	
4	Appeals - Planning Applicant	$2,858.00	$2,933.00	Per appeal	Fee	Town Attorney costs will be passed on directly to applicant as incurred and the Town may request a deposit to cover the cost of anticipated town attorney time
5	Appeals - Non-Applicant	$916.00	$940.00	Per appeal	Fee	Town Attorney costs will be passed on directly to applicant as incurred and the Town may request a deposit to cover the cost of anticipated town attorney time
6	Appeals - General	$916.00	$940.00	Per Appeal	Fee	Town Attorney costs will be passed on directly to applicant as incurred and the Town may request a deposit to cover the cost of anticipated town attorney time
7	Proof of Residency/Living Certification	$15.00	$16.00	Per request	Fee	
	Business License Fees:					
8	Transfer Fee	$20.00	$20.00	Per transfer	Fee	
9	Business License Penalty	10%	10%	Per month	Penalty	Max. 50%
10	Duplicate Business License	$15.00	$15.00	Per copy	Fee	
	Gross receipts:					
11	$0 - $7,500	$15.00	$15.00		Tax	
12	$7,501 - $15,000	$30.00	$30.00		Tax	
13	$15,001 - $25,000	$45.00	$45.00		Tax	
14	$25,001 - $50,000	$60.00	$60.00		Tax	
15	$50,001 - $100,000	$100.00	$100.00		Tax	
16	$100,001 - $250,000	$150.00	$150.00		Tax	
17	$250,001 - $500,000	$300.00	$300.00		Tax	

Finance & Administration

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
18	$500,001 - $750,000	$450.00	$450.00		Tax	
19	$750,001 - $1,000,000	$600.00	$600.00		Tax	
20	$1,000,001 - $2,000,000	$800.00	$800.00		Tax	
21	$2,000,001 - $3,000,000	$1,200.00	$1,200.00		Tax	
22	$3,000,001 - $4,000,000	$1,500.00	$1,500.00		Tax	
23	$4,000,001 - $5,000,000	$2,100.00	$2,100.00		Tax	
24	$5,000,001 - $10,000,000	$3,000.00	$3,000.00		Tax	
25	$10,000,001 - $25,000,000	$4,500.00	$4,500.00		Tax	
26	$25,000,000 - and over	$4500 + .01%	$4500 + .01%		Tax	
27	Hotels/Motels/Inns	$17.00	$17.00	Per unit	Tax	
28	Rental of one or more dwelling units or guest rooms within a rooming house, boarding house, single family dwelling, apartment, condominium, houseboat, or other residential structure containing guest rooms or dwelling units	$17.00	$17.00	Per unit	Tax	
29	General contractors and subcontractors	$30.00	$30.00	Per quarter	Tax	
30	General contractors and subcontractors	$100.00	$100.00	Per year	Tax	
31	Auctioneers	$50.00	$50.00	Per day	Tax	
32	Peddlers, solicitors	$25.00	$25.00	Per day	Tax	
33	Peddlers, solicitors	$150.00	$150.00	Per quarter	Tax	
34	Peddlers, solicitors	$500.00	$500.00	Per year	Tax	
35	Circuses or carnivals	$400.00	$400.00	First day	Tax	
36	Circuses or carnivals	$300.00	$300.00	Per additional day	Tax	
37	Commercial & still film permits (public property) : 1-3 persons	$100.00	$100.00	Per day	Tax	
38	Commercial & still film permits (public property) : 4-6 persons	$200.00	$200.00	Per day	Tax	
39	Commercial & still film permits (public property) : 7-9 persons	$300.00	$300.00	Per day	Tax	
40	Commercial & still film permits (public property) : 10 + persons	$400.00	$400.00	Per day	Tax	
41	Commercial & still film permits (private property): 1-3 persons	$50.00	$50.00	Per day	Tax	
42	Commercial & still film permits (private property): 4-6 persons	$100.00	$100.00	Per day	Tax	
43	Commercial & still film permits (private property): 7-9 persons	$150.00	$150.00	Per day	Tax	
44	Commercial & still film permits (private property): 10+ persons	$200.00	$200.00	Per day	Tax	

Finance & Administration

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
45	Taxicabs	$60.00	$60.00	Per vehicle	Tax	
46	Trucks/vans/delivery vehicles - less than 1/2 ton capacity	$22.50	$22.50	Per vehicle	Tax	
47	Trucks/vans/delivery vehicles - not exceeding 1 ton capacity	$37.50	$37.50	Per vehicle	Tax	
48	Trucks/vans/delivery vehicles - not exceeding 1-1/2 ton capacity	$75.00	$75.00	Per vehicle	Tax	
49	Trucks/vans/delivery vehicles - not exceeding 2 ton capacity	$112.50	$112.50	Per vehicle	Tax	
50	Trucks/vans/delivery vehicles - not exceeding 3 ton capacity	$150.00	$150.00	Per vehicle	Tax	
51	Trucks/vans/delivery vehicles - over 3 ton capacity	$225.00	$225.00	Per vehicle	Tax	
52	Christmas tree lots	$45.00	$45.00	Per year	Tax	
53	Commercial leased property	$0.02	$0.02	Per sq ft.	Tax	$50 minimum, $220 Maximum
54	Business located out of San Anselmo but use San Anselmo P.O. Box for business	$50.00	$50.00	Per year	Tax	
55	Real estate broker in San Anselmo	$100.00	$100.00	Per year	Tax	Plus $10 per desk
56	Real estate broker in San Anselmo	$10.00	$10.00	Per desk	Tax	
57	Real estate broker out of San Anselmo	$150.00	$150.00	Per year	Tax	
58	Omnibus (all other categories)	$50.00	$50.00	Per year	Tax	
59	Business License List	$1.00	$1.00	Per page	Tax	
60	Tobacco Retailer License	$50.00	$50.00	Per year	Fee	

Public Works

Miscellaneous Items

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
1	Road Impact Fee	1.5% value of project	1.5% value of project	Percentage	Fee	
	Tree Removal Fees:					
2	Heritage Tree &/or Undeveloped Parcel Tree	$268 for 1st hour Hourly rate thereafter	$275 for 1st hour Hourly rate thereafter	Per permit	Fee	For dead, dying or dangerous trees fee may be waived. Replacement trees may required for each tree removed.
3	Street Tree	$136.00	$140.00	Per permit	Fee	This is the cost for both removal and planting of street trees
4	After the fact - Tree or Heritage Tree Removal Fine	$2,242.00	$2,301.00	Per tree	Penalty	$2,050 Maximum as determined by the Public Works Director
	Encroachment Permit Fees:					
5	Minor work	$169.00	$174.00	Per project	Fee	7-1.03 - Permit for curb cut for driveway entrance or approach (Street Superintendent) 7-1.08 – Adjustment and variance from driveway standards (City Engineer) 7-3.02 – Street cut or excavation permits (Public Works) 7-4.02 - Temporary street obstruction permits 7-5.09 - Permits to construct sidewalk, walkway, and/or driveway from curb to property line (Public Works)
6	Major work (over $2,500)	4% value of project or as Determined by Public Works Director per Town Code	4% value of project or as Determined by Public Works Director per Town Code	Percentage	Fee	7-1.03 - Permit for curb cut for driveway entrance or approach 7-1.08 – Adjustment and variance from driveway standards 7-3.02 – Street cut or excavation permits 7-4.02 - Temporary street obstruction permits 7-5.09 - Permits to construct sidewalk, walkway, and/or driveway from curb to property line Major Work Fees vary depending on time to review and inspect during the course of the project

Public Works

	Miscellaneous Items					
#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
7	Sidewalks/Driveways - new & repair; debris or storage box	$117.00	$121.00	Per project	Fee	
8	Revocable Encroachment Permit for structures in town right-of-way	$346.00	$355.00	Per project	Fee	
9	Revocable Encroachment Permit for temporary use of town right-of-way (restaurant outdoor seating)	$146.00	$150.00	Per project	Fee	7-5.11-permit for mailbox inright of way
10	Plan Check-when applicable	Hourly Staff Rate	Hourly Staff Rate	Per hour	Fee	Rate depends on actual Staff rate
11	Private Parklet Application	$950.00	$950.00	Per Application	Fee	
12	Private Parklet	$2,520.00	$2,520.00	Per space	Fee	
	Fence Permit Fees:					
13	Fences within setbacks abutting street	$110.00	$113.00	Per project	Fee	
14	Stop Work Fee for working without a permit	Up to 3 times value of Public Works Permit Fee	Up to 3 times value of Public Works Permit Fee	Per project	Penalty	Determined by the Public Works Director. 0-3 times based on stop work circumstances. If unpermitted work is identified by the Town and the owner addresses issues promptly, fee may be waived or 1 times the permit fee. However, if unpermitted work is not addressed and owner is uncooperative, fee may be up to 3 times the permit fee.
15	Plan Check-when applicable	$155.00	$160.00	Per hour	Fee	
	Grading Permit Fees: UBC Appendix Chapter 33 Table A-33B					
16	100cy or less	$130.00	$134.00	100 cy or less	Fee	
17	101cy to 1,000cy	$130.00	$134.00	First 100 cy	Fee	Plus $17.85 for each add'l 100 cy
18	1,001cy to 10,000cy	$400.00	$411.00	First 1,000 cy	Fee	Plus $14.80 for each add'l 1,000cy
19	10,001cy to 100,000cy	$400.00	$411.00	First 10,000 cy	Fee	Plus $67.50 for each add'l 10,000cy
20	100,001 and above	$1,333.00	$1,368.00	First 100,000 cy	Fee	Plus $37.00 for each add'l 100,000cy
	Grading Plan Review Fees: UBC Appendix Chapter 33 Table A-33A					
21	100cy or less	$130.00	$134.00	100 cy or less	Fee	
22	101cy to 1,000cy	$259.00	$266.00	First 100 cy	Fee	
23	1,001cy to 10,000cy	$346.00	$355.00	First 1,000 cy	Fee	
24	10,001cy or more	$346.00	$355.00	First 10,000 cy	Fee	$25.00 each add'l 10,000cy
25	Grading permit fee for work without a permit	3 times value of Public Works Permit Fee	3 times value of Public Works Permit Fee	Per project	Penalty	$500 minimum- determined by PW Director
26	Water Wells - potable and landscape wells	$197.00	$203.00	Per well	Fee	
27	Grading Permit Extension Fee	$174.00	$179.00	Per permit	Fee	

Public Works

Miscellaneous Items

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
	Sidewalk Maintenance Program - Administration Fees					
28	First $200	$52.00	$54.00		Fee	
29	$201 - $500	$49 plus 15% of amount over $200 ($100 Max)	$50 plus 15% of amount over $200 ($100 Max)		Fee	$100 Max
30	$501 - $1,500	$83 plus 10% of amount over $500 ($200 Max)	$85 plus 10% of amount over $500 ($200 Max)		Fee	$200 Max
31	Over $1,500	$192 plus 5% of amount over $1,500	$197 plus 5% of amount over $1,500		Fee	No Max
32	Arborist Site Visit and Arborist Report	$237.00	$244.00	Per hour	Fee	
33	Street Cut Inspection	$230.00	$236.00	Per hour	Fee	
34	Street Crew Cost (Red Curb Painting)	Fees Waived	Fees Waived	Per project	Fee	
35	Temporary Trailer Fee	Fees Waived	Fees Waived	Per Trailer	Fee	Permit for temporary trailers for habitation during construction and after disasters
36	Abandonment	$1,000 min + # hours of consultant time	$1,000 min + # hours of consultant time	Per hour	Fee	$1,000 minimum to be billed hourly
37	Penalty fee for After The Fact permits	3x permit cost or $500 min. *Determined by building official or DPW director*	3x permit cost or $500 min. *Determined by building official or DPW director*	Per project	Penalty	
38	DPW- RED TAG FEE	3x permit cost or $500 min. *Determined by building official or DPW director*	3x permit cost or $500 min. *Determined by building official or DPW director*	Per project	Penalty	

Public Works

Miscellaneous Items

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
39	Encroachment permit extension fee	$88.00	$91.00	Per project	Fee	
40	Charging Interest on Abatements	1% Monthly	1% Monthly	Per project	Fee	
41	Oversize Vehicle Permit - Single	$19.00	$20.00	Per trip	Fee	$92 - Annual
42	Street Light Shield	$288.00	$296.00	Per shield	Fee	
43	Stormwater Violation Fees	$100 - 1ST VIOLATION $200 - 2ND VIOLATION $500 - 3RD VIOLATION, ETC	$100 - 1ST VIOLATION $200 - 2ND VIOLATION $500 - 3RD VIOLATION, ETC	Per occurrence	Fee	
44	Block Party Fee	Fees Waived	Fees Waived	Per occurrence	Fee	
45	Extension Fee- For Permits Excluding Encroachment	$88.00	$91.00	Per project	Fee	
46	Reactivation Fee	$117.00	$121.00	Per project	Fee	
47	Flatwork Permit - Small/Medium less than 1000 sq ft	$117.00	$121.00	Per project	Fee	
48	Flatwork Permit - Large Over 1000 sq ft	$346.00	$355.00	Per project	Fee	
49	Floodplain Development Permit	$100 deposit + hourly	$100 deposit + hourly	Per hour	Fee	7-11.403 Special flood hazard area development permit 7-11.402 – Review of required certifications for floodplain Development permits: (1) Certification required by Section 7-11.501(c)(1) and Section 7-11.504 (lowest floor elevations); (2) Certification required by Section 7-11.501(c)(2) (elevation or floodproofing of nonresidential structures); (3) Certification required by Section 7-11.501(c)(3) (wet floodproofing standard); (4) Certification of elevation required by Section 7-11.503(a)(3) (subdivisions and other proposed development standards); (5) Certification required by Section 7-11.506(b) (floodway encroachments); (6) "NON-CONVERSION AGREEMENT FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS" recorded deed restriction, review by town attorney
50	Permit to place newsrack on public property	$100 deposit + hourly	$100 deposit + hourly	Per rack	Fee	
51	Frontage Improvement Fees	At Cost of Requirement	At Cost of Requirement	Per project	Fee or work in lieu of	Public Works reviews frontage improvement requirements based on the code requirements in the right of way related to ADA, drainage, emergency vehicle access etc.

Library

	Miscellaneous Items					
#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
	Print Materials					
1	Books lost or damaged beyond use	Actual Cost	Actual Cost		Fee	
2	Processing Fee	$5.00	$5.00	Per incident	Fee	
	Audio Visual Materials					
3	A-V materials lost or damaged beyond use	Actual Cost	Actual Cost	Per Item	Fee	
	Inter-Library Loan Fees:					
4	Link +	$0.00	$0.00	Per day	Fee	$115 Replacement
5	ILL - Other	$5.00	$5.00	Per request	Fee	Postage may apply
	Other Fees					
6	Photocopies/Computer Printing Black and White	$0.20	$0.20	Per page	Fee	
7	Photocopies/Computer Printing Color	$0.75	$0.75	Per page	Fee	
8	Take & Make Kits, Memory Kits, lost or damaged beyond use	Actual Cost	Actual Cost	Per Item	Fee	$50 Fee if item is returned to other library
9	Museum Passes	$0.00	$0.00	Per day	Fee	

Building

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
1	PreApplication Meeting - Non-commercial uses (Building)	$220.00	$226.00	Flat fee	Fee	Plus applicant pays $100 to Ross Valley Fire Department
2	PreApplication Meeting - Commercial Uses (Building)	$0.00	$0.00	Flat fee	Fee	
3	Fee for Building Permit Plan-Check	65% of permit fee *Building Valuation table will increase 2.5% for all base rates*	65% of permit fee *Building Valuation table will increase 2.5% for all base rates*	Percentage	Fee	Plan check beyond 2 submittals @ staff hr rate
4	Building Third Party Plan Check Fee (not including 3rd Party Fee)	50% of permit fee on top of third-party costs	50% of permit fee on top of third-party costs	Percentage	Fee	This fee is in addition to the 3rd Party fee and covers internal plan check costs including assignment to 3rd party, review of 3rd party plan check, response to applicant, architect and engineering questions, etc.
5	Stop Work Fee for working without a permit; retroactive permit penalty fee	Up to 5 times value of Permit Fee (Minimum $500)	Up to 5 times value of Permit Fee (Minimum $500)	Per project	Penalty	Determined by the Department Director or Building Official. 0-5 times based on stop work circumstances. If work stops immediatley and the owner addresses issues promptly, the fee may be waived or 1-3 times the permit fee. However, if work continues and owner is uncooperative, fee may be up to 5 times the permit fee.
6	Energy Fees - projects affecting heated space	15% of Bldg Permit Fee	15% of Bldg Permit Fee	Percentage	Fee	
7	Code Compliance Fee	$330.00	$339.00	Per hour	Fee	
8	Plumbing Permit	15% of Bldg Permit fee or $164 if not associated w/other work	15% of Bldg Permit fee or $168 if not associated w/other work	Percentage	Fee	Fee waived for graywater projects
9	Electrical Permit	15% of Bldg Permit fee or $164 if not associated w/other work	15% of Bldg Permit fee or $168 if not associated w/other work	Percentage	Fee	Fee waived for local EV charging, roof top solar, and tankless water heater

Building

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
10	Mechanical Permit	15% of Bldg Permit fee or $164 if not associated w/other work	15% of Bldg Permit fee or $168 if not associated w/other work	Percentage	Fee	
11	Demolition Permit	$259.00	$266.00	Per project	Fee	
12	Swimming Pool Permit	$685.00	$703.00	Per project	Fee	
13	Spa/Hot Tub Permit	$344.00	$353.00	Per project	Fee	
14	Photo-voltaic System Permit and EV charging	$199.00	$205.00	Per project	Fee	lose $30K-60K per year
15	Water Heater Replacement Permit	$149.00	$153.00	Per project	Fee	No longer Fee waived for Tankless Water Heater
16	Furnace Replacement Permit	$148.00	$152.00	Per project	Fee	
17	Re-Roof Permit Residential	$174.00	$179.00	Per project	Fee	Fee waived for Cool Roof Initiatives
18	Re-Roof Permit Commercial	Bldg Permit Fee	Bldg Permit Fee	Per project	Fee	Fee waived for Cool Roof Initiatives
19	Technology Fee	8.8% of Bldg Permit fees	8.8% of Bldg Permit fees	Percentage	Fee	
20	Training Fee	3% of Bldg Permit fee	3% of Bldg Permit fee	Percentage	Fee	
21	Permit Administrative Fee (change of owner, contractor, arch/engr.)	$42.00	$44.00	Per project	Fee	
22	Window replacement (not associated with other work)	$259.00	$266.00	Per project	Fee	
23	Minor Bathroom Remodel Permit Fee	$688.00	$706.00	Per project	Fee	OTC $15,000 max. value of project
24	Minor Kitchen Remodel Permit Fee	$922.00	$946.00	Per project	Fee	OTC $25,000 max. value of project
	Plan Checks:					
25	Plumbing Plan Check	15% of Bldg Permit Fee or 65% of Plumbing Permit Fee	15% of Bldg Permit Fee or 65% of Plumbing Permit Fee	Percentage	Fee	If work not associated with Bldg Permit ($25 min). Fee waived for graywater projects
26	Electrical Plan Check	15% of Bldg Permit Fee or 25% of Electrical Permit Fee	15% of Bldg Permit Fee or 25% of Electrical Permit Fee	Percentage	Fee	If work not associated with Bldg Permit ($25 min)

Building

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
27	Mechanical Plan Check	10% of Bldg Permit Fee or 65% of Mechanical Permit Fee	10% of Bldg Permit Fee or 65% of Mechanical Permit Fee	Percentage	Fee	If work not associated with Bldg Permit ($25 min)
28	Pool Plan Check	$487.00	$500.00	Per project	Fee	65% of Pool Permit fee
29	Spa/Hot Tub Plan Check	$224.00	$230.00	Per project	Fee	65% of Spa/Hot Tub
30	Plan Checks after 2 Plan Checks	Consultant Fee	Consultant Fee	Per hour	Fee	Consultant Fee
31	Plan Check for revisions after permit issued	$211.00	$217.00	Per hour	Fee	Time charged at hourly Building Official rate and an additional hour for each submittal. Minimum one hour per submittal.
	Staff Hourly Rate:					
32	Building Official	$211.00	$217.00	Per hour	Fee	
33	Building Inspector	$153.00	$157.00	Per hour	Fee	
34	Street Bond	Determined by Public Works Director	Determined by Public Works Director	Per project	Bond	Reimbursable if no damage to street/public right of way
35	Gross Receipts Tax on all projects done by a contractor	$0.50	$0.50	Per $1,000 valuation	Fee	
36	Seismic Fee - State fee on all residential and commercial work	$0.10	$0.10	Per $1,000 valuation	Fee	
37	Green Building Fee	$1.00	$1.00	Per $25,000 valuation	Fee	
	Residential Resale Reports:					
38	Single Family Residence	$346.00	$355.00	Per report	Fee	
39	Multi-Family Residences	$337 +$57 each add/t unit	$346 +$59 each add/t unit	Per report	Fee	
40	Failure To Obtain Report	1X Report Fee	1X Report Fee	Per report	Fee	
41	Watercourse Permit	$230.00	$236.00	Per project	Fee	Fee may be waived for emergency projects at the discretion of Public Works Director
42	Floodplain Development Permit	$117.00	$121.00	Per project	Fee	
43	Lot Line(Property Line Adjustment)	$1000 Deposit	$1000 Deposit	Per hour	Fee	25% administration plus hourly thereafter
44	Well Permit	$259.00	$266.00	Per project	Fee	

Building

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
45	Reinstatement of Building Permit Fee	50% of bulding permit fee	50% of bulding permit fee	Per project	Fee	
46	Extension of Building Permit Fee	$117.00	$121.00	Per project	Fee	
47	Penalty fee for After The Fact permits	Up to 5 times value of Permit Fee; (Minimum $500)	Up to 5 times value of Permit Fee; (Minimum $500)	Per project	Fee	Determined by the Department Director or Building Offical. 0-5 times based on stop work circumstances. If unpermitted work is identified by the Town and the owner addresses issues promptly, the fee may be waived or 1-3 times the permit fee. However, if unpermitted work is not addressed and the owner is uncooperative, fee may be up to 5 times the permit fee.
48	Flood Gate Buidling Permits	Fees Waived	Fees Waived	Per project	Fee	
49	Admin Assistant II	$96.00	$99.00	Per hour	Fee	
50	Public Works Director	$268.00	$275.00	Per hour	Fee	
51	Assistant Public Works Director	$211.00	$217.00	Per hour	Fee	
52	Assistant Engineer	$133.00	$137.00	Per hour	Fee	
53	Maintenance Supervisor	$153.00	$157.00	Per hour	Fee	
54	Maintenance Worker I	$95.00	$98.00	Per hour	Fee	
55	Senior Maintenance Worker	$131.00	$135.00	Per hour	Fee	
56	Construction Inspector	$419.00	$430.00	Per hour	Fee	
57	Consultant	Consultant cost + 25%	Consultant cost + 25%	Per Hour	Fee	Plan check or review as required by outside consultant

Building permit fee waived for an ADU subject to a recorded affordability restriction of 55 years to rent as an Affordable Unit reserved for occupancy by a Low Income Household at an Affordable Rent.

“Affordable Rent” is the maximum allowable Rent for an Affordable Unit that does not exceed one-twelfth (1/12) of thirty percent (30%) of eighty percent (80%) of Area Median Income as adjusted for Assumed Household Size.

“Area Median Income” means median yearly income in Marin County as published pursuant to California Code of Regulations, Title 25, Section 6932, or successor provision.

“Low Income Household” means a household whose Household Income does not exceed the lower income limits applicable to Marin County, adjusted for household size, as published annually by the California Department of Housing and Community Development; generally a household with a Household Income between fifty percent (50%) and eighty percent (80%) of Area Median Income, adjusted for actual household size.

Building Valuation Table
Current (All New Construction)

Minimum Value	Maximum Value	Base Rate	Plus $$	For every $1,000 and fraction thereof
0.00	0.00	0.00	0.00	0.00
1.00	3,999.00	145.33	0.00	0.00
4,000.00	24,999.00	145.33	18.97	1,000.00
25,000.00	49,999.00	543.74	11.53	1,000.00
50,000.00	99,999.00	832.18	8.72	1,000.00
100,000.00	499,999.00	1,268.17	7.09	1,000.00
500,000.00	999,999.00	4,105.05	6.13	1,000.00
1,000,000.00	and above	7,168.66	4.83	1,000.00

Building Valuation Table
Proposed (All New Construction)

Minimum Value	Maximum Value	Base Rate	Plus $$	For every $1,000 and fraction thereof
0.00	0.00	0.00	0.00	0.00
1.00	3,999.00	149.11	0.00	0.00
4,000.00	24,999.00	149.11	19.46	1,000.00
25,000.00	49,999.00	557.88	11.83	1,000.00
50,000.00	99,999.00	853.82	8.95	1,000.00
100,000.00	499,999.00	1,301.14	7.27	1,000.00
500,000.00	999,999.00	4,211.78	6.29	1,000.00
1,000,000.00	and above	7,355.05	4.96	1,000.00

Planning

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
1	Planning Commission Action Applications: Annexation	$11,429.00	$11,727.00	Per application	Deposit	Plus 25% overhead on consultant costs
2	Planning Commission Action Applications: General Plan Amendment	$5,000.00	$5,000.00	Per hour	Deposit	Plus 25% overhead on consultant costs
3	Planning Commission Action Applications: Rezoning	$5,000.00	$5,000.00	Per hour	Deposit	Plus 25% overhead on consultant costs
4	Planning Commission First Application/Hearing (For applications with a Planning Commission hearing such as Conditional Use Permit, Variance, Subdividision, Parcel Map, Lot Line Adjustment, Exceptions, Illuminated Sign, FAR Exception, Demolition Permit, Grading Permits, Sign Program, move building). Includes review of one plan revision.	$3,500.00	$3,500.00	Per hour	Deposit	
5	Minor Exception - Administrative	$500.00	$500.00	Per hour	Deposit	
6	Lot Merger - Administrative	$500.00	$500.00	Per hour	Deposit	
7	Residential Design Review - Planning Director	$1,200.00	$1,200.00	Per hour	Deposit	
8	Commercial Design Review - Planning Director	$1,200.00	$1,200.00	Per hour	Deposit	
9	Administrative Sign Review, conforming	$56.00	$58.00	Flat fee	Fee	
10	Mural Review		$58.00	Flat fee	Fee	
11	Certificates of Compliance	$2,658.00	$2,728.00	Per certification	Deposit	Plus 25% overhead on consultant costs
12	Initial Study & Negative Declarations	Consultant cost + 25%	Consultant cost + 25%	N/A	Deposit	
13	Environmental Impact Reports	Consultant cost + 25%	Consultant cost + 25%	N/A	Deposit	
14	Peer Reviews	Consultant cost + 25%	Consultant cost + 25%	N/A	Deposit	

Planning

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
15	Hourly Fee Planner	$136.00	$140.00	Per hour	Fee	
16	Hourly Fee Senior Planner	$152.00	$156.00	Per hour	Fee	
17	Hourly Fee Director	$191.00	$196.00	Per hour	Fee	
18	Development Standards	No charge	No charge			
19	General Plan maintenance	10% of Building Permit fees	10% of Building Permit and Planning fees	Percentage	Fee	
20	Training fee	5% of application fees	5% of application fees	Percentage	Fee	
21	Photocopies, per page (State requirement documents are charged per State Mandate)	$0.20	$0.20	Per copy	Fee	
22	Planning Director requests for reasonable accommodation SAMC Sec. 10-10.03	$525.00	$539.00	Flat fee	Fee	
23	Zoning ordinance amendment SAMC Sec. 10-3.803	$10,500.00	$10,500.00	Per hour	Deposit	plus 25% overhead on any consultant costs
24	Preliminary or Specific Planned Development District SAMC Sec. 10-3.904	$5,000.00	$5,000.00	Per hour	Deposit	
25	Final Map (if dedications are involved) SAMC Sec. 10-2.603	$5,000.00	$5,000.00	Per hour	Deposit	plus 25% overhead for consultant costs

Planning

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
26	Tentative parcel and tract map and final parcel and tract maps – Planning Director SAMC Sec. 10-3.1201	$1,200.00	$1,200.00	Per hour	Deposit	Plus $2,000 deposit to cover consultant and 25% overhead
27	Conditional Use Permit Planning Director SAMC Sec. 10-3.1303	$1,200.00	$1,200.00	Per hour	Deposit	
28	Notice of public hearing - SAMC Sec. 10-3.1602 and 10-3.1603	$191.00	$196.00	Flat fee	Fee	Plus cost of publication if required
29	Renewal of a discretionary action SAMC Sec. 10-3.1608	$1,200.00	$1,200.00	Per hour	Deposit	
30	Applications and determinations of unmergers (Public Works or Council) SAMC Sec. 10-3.273	$3,500.00	$3,500.00	Per hour	Deposit	
31	Application for expanded telecommunication facilities Administrative	$1,200.00	$1,200.00	Per hour	Deposit	plus $10,000 deposit to cover consultant cost plus 25%
32	Application for design review/use permit for telecommunication facilities (Planning Commission)	$3,500.00	$3,500.00	Per facility	Deposit	plus $10,000 deposit to cover consultant cost plus 25%
33	Application for density bonus SAMC Sec. 10-11.050 Administrative	$1,200.00	$1,200.00	Per hour	Deposit	
34	Remove deed restriction - Administrative	$1,200.00	$1,200.00	Per hour	Deposit	Plus any notary and recording costs
35	Residential chicken-keeping permit SAMC Sec. 5-1.05	$0.00	$0.00	N/A	N/A	
36	PreApplication Meeting - Non-commercial uses (Planning)	$105.00	$108.00	Flat fee	Fee	Plus applicant pays $100 to Ross Valley Fire Department
37	Review of Home Occupation Application	$0.00	$0.00	N/A	N/A	
38	Review of Use Proposal or Business License Application	$0.00	$0.00	N/A	N/A	

Planning

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
39	Penalty for work without a permit	3x Application Fee	3x Application Fee	Per application	Penalty	
40	Remove deed restriction to allow a second unit	$0.00	$0.00	N/A	N/A	Plus any notary and recording costs
41	PreApplication Meeting - Commercial Uses	$0.00	$0.00	N/A	N/A	
42	Lot Line Adjustment - Planning Director	$1,200.00	$1,200.00	Per hour	Deposit	
43	Streamlined Review under Ca.Govt. Code Sec. 65913.4 (SB 35)	$5,000.00	$5,000.00	Per hour	Deposit	
44	Change of Address (property owner request)	$300.00	$308.00	Flat fee	Fee	
45	Inclusionary Housing and Commercial Linkage Fee	$396,922.00	$396,922.00	Flat fee	Fee	
46	Commercial/Non-Residential Development Projects					
	Office		$10.00	Fee per Sq Ft of Net New Gross Floor Area	Fee	
	Retail/Restaurant		$8 up to 2500 sq ft $10 for over 2500 sq ft	Fee per Sq Ft of Net New Gross Floor Area	Fee	
	Hotel		$5.00	Fee per Sq Ft of Net New Gross Floor Area	Fee	
	Other		Fee calculated using Excel-Based Fee Calculator	Fee per Sq Ft of Net New Gross Floor Area	Fee	

ENVIRONMENTAL REVIEWS: Fees charged by outside agencies for review/process of environmental documents will be charged to the applicant in addition to the fees herein.

ALL PLANNING APPLICATIONS: Town Attorney costs will be passed on directly to applicant as incurred and the Town may request a deposit to cover the cost of anticipated town attorney time.

DEPOSITS will be charged at the fully burdened hourly rate calculation for each staff position.

Recreation

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
	Administrative Rates					
1	Administrative Registration Fee	$10.00	$10.00	Per class	Fee	
2	Older Adult Fee	N/A	$1.00	Per Transaction	Fee	$1/transaction to subsidize older adult
3	Cancelation Fee	$25.00	$26.00	Per class	Fee	
4	Event Application Fee		$95.00	Per application	Fee	Fee for speical event applications to cover staff time
5	Security Deposit - Picnic Rentals	$85.00	$85.00	Per occurrence	Deposit	
6	Security deposit - Facility Rentals	$350.00	$350.00	Per occurrence	Deposit	
	Tennis Key Fees:					
7	Resident (R): Full Year	$41.00	$43.00	Per year	Fee	
8	Resident (R): Jul-Dec	$31.00	$32.00	Every six months	Fee	
9	Non-Resident (NR): Full Year	$98.00	$101.00	Per year	Fee	
10	Non-Resident (NR): Jul-Dec	$64.00	$66.00	Every six months	Fee	
11	Commercial Dog Walker Permit (Annual)	$122.00	$126.00	Per year	Fee	
	Sign Fees					
12	Hub Sign	$122.00	$126.00	Per week	Fee	
13	Sir Francis Drake Street Banner	$373.00	$383.00	Per week	Fee	
	Facility Rental Fees - Picnic & Park Areas 3 Hour Minimum Rental					
14	Memorial Park - Small Picnic Area - R	$34.00	$40.00	Per hour	Fee	
15	Memorial Park - Small Picnic Area -NR	$36.00	$43.00	Per hour	Fee	
16	Memorial Park - Large Picnic Area - R	$45.00	$51.00	Per hour	Fee	
17	Memorial Park - Large Picnic Area - NR	$50.00	$56.00	Per hour	Fee	
18	Memorial Park - Large Picnic Area - Inflatable Jumper Fee	$60.00	$66.00	Per hour	Fee	
19	Robson Park - Upper Picnic Area - R	$34.00	$35.00	Per hour	Fee	
20	Robson Park - Upper Picnic Area - NR	$41.00	$43.00	Per hour	Fee	
21	Robson Park - Lower Picnic Area - R	$39.00	$41.00	Per hour	Fee	
22	Robson Park - Lower Picnic Area - NR	$52.00	$54.00	Per hour	Fee	
23	Elders Garden - R	$19.00	$20.00	Per hour	Fee	
24	Elders Garden - NR	$25.00	$26.00	Per hour	Fee	

Recreation

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
	Athletic Field Rental Fees - 2 Hour Minimum Rental					
	Memorial Park - Single Baseball Field					
25	Group A	$46.00	$55.00	Per hour	Fee	Non-Profit organizations, school related groups, community organizations that charge a nominal fee to cover their expenses (Scouts, Homeowners Assoc., Youth Sports Groups, religious organizations, etc.)
26	Group B	$69.00	$78.00	Per hour	Fee	Private individuals, non-profit fundraising activities
27	Group C	$91.00	$97.00	Per hour	Fee	Commercial, for profit groups
	Indoor Facilities					
28	ICC Kitchen, Lower Classrooms (2 hr min.) Resident	$33.00	$34.00	Per hour	Fee	
29	ICC Kitchen, Lower Classrooms (2 hr min.) Non-Resident	$44.00	$46.00	Per hour	Fee	
30	ICC Vista Room, (2 hr min.) Resident	$38.00	$39.00	Per hour	Fee	
31	ICC Vista Room, (2 hr min.) Non- Resident	$55.00	$57.00	Per hour	Fee	
	Robson Harrington Meeting Room - Weekdays (2 hr min.)					
32	Group A	$36.00	$37.00	Per hour	Fee	Non-Profit organizations, school related groups, community organizations (Scouts, Homeowners Assoc., Youth Sports Groups, religious organizations, etc.)
33	Group B	$41.00	$43.00	Per hour	Fee	Private individuals, non-profit fundraising activities
34	Group C	$52.00	$54.00	Per hour	Fee	Commercial, for profit groups
	Robson Harrington Weekend Rental - First Floor (4 hr min.)					
35	Group A	$88.00	$91.00	Per hour	Fee	Non-Profit organizations, school related groups, community organizations (Scouts, Homeowners Assoc., Youth Sports Groups, religious organizations, etc.)
36	Group B	$93.00	$96.00	Per hour	Fee	Private individuals, non-profit fundraising activities
37	Group C	$110.00	$113.00	Per hour	Fee	Commercial, for profit groups
	Community Gardens					
38	Dues	$150.00	$154.00	Per plot	Fee	

Police

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
1	Merchant Parking Permits	$25.00	$25.00	Per year	Fee	
2	Overnight Parking Permits	$50.00	$50.00	Per year	Fee	
3	Vehicle Impound Release	$100.00	$100.00	Per incident	Fee	
4	Clearance/Citizen Letter	$20.00	$20.00	Per request	Fee	
5	Report Copy fee	$10.00	$10.00	Per report	Fee	
6	Fingerprinting "rolling" fee	$20.00	$20.00	Per event	Fee	
	Violations:					
7	Sign Retrieval	$25.00	$26.00	Per violation	Penalty	
8	Parked without permit	$45.00	$47.00	Per violation	Penalty	
9	Parked contrary to signs & markings	$45.00	$47.00	Per violation	Penalty	
10	Improperly parked in marked space	$45.00	$47.00	Per violation	Penalty	
11	No Parking/Stopping Red Zone	$65.00	$67.00	Per violation	Penalty	
12	No Parking Yellow/Green/White	$52.00	$54.00	Per violation	Penalty	
13	Failure to Curb Wheels on 3% Grade	$45.00	$47.00	Per violation	Penalty	
14	Parked in Excess of 72 Hours	$162.00	$167.00	Per violation	Penalty	
15	Parked in Excess of 2 Hours	$45.00	$47.00	Per violation	Penalty	
16	Restricted Parking Only	$45.00	$47.00	Per violation	Penalty	
17	Night Parking - 30 minute Limit 2AM-6AM	$25.00	$26.00	Per violation	Penalty	
18	Posted No Parking	$45.00	$47.00	Per violation	Penalty	
19	Parked without 12' clearance	$57.00	$59.00	Per violation	Penalty	
20	No Parking on Private Property without consent	$45.00	$47.00	Per violation	Penalty	
21	Expired Meter	$45.00	$47.00	Per violation	Penalty	
22	No Parking on Crosswalk	$45.00	$47.00	Per violation	Penalty	
23	No Parking Blocking Driveway	$45.00	$47.00	Per violation	Penalty	
24	No Parking on Sidewalk	$45.00	$47.00	Per violation	Penalty	
25	No Parking Wheelchair Ramp Access	$304.00	$312.00	Per violation	Penalty	
26	No Parking/Stopping in Fire Lane/Road	$45.00	$47.00	Per violation	Penalty	
27	Parked in excess of 18" from curb	$45.00	$47.00	Per violation	Penalty	
28	Blue Zone - Handicapped Only	$304.00	$312.00	Per violation	Penalty	
29	No Parking within 15' of Fire Hydrant	$45.00	$47.00	Per violation	Penalty	
30	Parked on school grounds for sale	$34.00	$35.00	Per violation	Penalty	
31	Parked in intersection, crosswalk, sidewalk, in front of a driveway, more than 18" from the curb or facing the wrong way	$45.00	$47.00	Per violation	Penalty	
32	Double parked	$45.00	$47.00	Per violation	Penalty	
33	Overtime parking, illegally parked on school grounds, vehicle parked for sale on street, illegally parked, posted vehicle for sale and loading zone	$45.00	$47.00	Per violation	Penalty	

Police

#	Description	Current Fee/Charge	Proposed Fee/Charge	Unit	Type	Notes
34	Tow Away Zone	$50.00	$52.00	Per violation	Penalty	
35	Expired tabs	$90.00	$93.00	Per violation	Penalty	
36	Vehicle for sale on street	$116.00	$120.00	Per violation	Penalty	
37	Parked on parkway	$116.00	$120.00	Per violation	Penalty	
38	Abandoned vehicle	$291.00	$299.00	Per violation	Penalty	
39	Parked in area for handicapped	$304.00	$312.00	Per violation	Penalty	
40	Blocking handicapped access ramp	$304.00	$312.00	Per violation	Penalty	
41	Handicapped parking	$304.00	$312.00	Per violation	Penalty	
42	Disabled crosshatch markings	$304.00	$312.00	Per violation	Penalty	
43	Parked in restricted EV charging spaces and Town's on- and off-street parking facilites	$45.00	$47.00	Per violation	Penalty	
	OVERSIZED VEHICLE FEES:					
44	Single trip permit	$16.00	$16.00	Per trip	Regulated	
45	Repetitive trip permit	$16.00	$16.00	Per trip	Regulated	max $90 for 6 mo period
46	Annual trip permit	$16.00	$16.00	Per trip	Regulated	max of $90 for 1 yr period
47	Oversized Vehicle Escort Fee	$220.00	$22.00	Per trip	Fee	

Town of San Anselmo - User Fee

Fully Burdened Hourly Rate

Department	Position	Fully Burdened Hourly Rate	Fully Burdened Hourly Rate
	Position Rates	**Current**	**Proposed**
01: ADMINISTRATION	Admin - Accounting and Benefits Technician	100.00	103.00
01: ADMINISTRATION	Admin - Administrative Services Technician	78.00	81.00
01: ADMINISTRATION	Admin - Finance/Administration Services Director	156.00	161.00
01: ADMINISTRATION	Admin - Senior Accountant/Financial Supervisor	112.00	115.00
01: ADMINISTRATION	Admin - Town Clerk	77.00	80.00
01: ADMINISTRATION	Admin - Town Manager	180.00	185.00
01: LIBRARY	Library - Lead Library Assistant	98.00	101.00
01: LIBRARY	Library - Librarian I	102.00	105.00
01: LIBRARY	Library - Library Assistant	93.00	96.00
01: LIBRARY	Library - Town Librarian	214.00	220.00
01: PLANNING	Planning - Assistant Planner	136.00	140.00
01: PLANNING	Planning - Senior Planner	152.00	156.00
01: PLANNING	Planning - Planning Director	191.00	196.00
01: PUBLIC WORKS	PW - Administrative Assistant I	101.00	104.00
01: PUBLIC WORKS	PW - Permit Technician	120.00	124.00
01: PUBLIC WORKS	PW - Assistant Engineer	133.00	137.00
01: PUBLIC WORKS	PW - Assistant Public Works Director	211.00	217.00
01: PUBLIC WORKS	PW - Building Inspector	153.00	157.00
01: PUBLIC WORKS	PW - Building Official	211.00	217.00
01: PUBLIC WORKS	PW - Maintenance Supervisor	153.00	157.00
01: PUBLIC WORKS	PW - Maintenance Worker I	95.00	98.00
01: PUBLIC WORKS	PW - Maintenance Worker II	117.00	121.00
01: PUBLIC WORKS	PW -Project Coordinator	133.00	137.00
01: PUBLIC WORKS	PW - Public Works Director	268.00	275.00
01: PUBLIC WORKS	PW - Senior Maintenance Worker	131.00	135.00
01: PUBLIC WORKS	PW - Public Works Manager	191.00	196.00
01: RECREATION	Rec - Administrative Assistant II	92.00	95.00
01: RECREATION	Rec - Community Services Director	146.00	150.00
19: ROAD MAINTENANCE FUND	Fund 19 - Assistant Public Works Director	211.00	217.00
21: RECREATION	Fund 21 - Recreation Coordinator I	136.00	140.00
21: RECREATION	Fund 21 - Recreation Coordinator II	144.00	148.00
21: RECREATION	Fund 21 - Recreation Supervisor	148.00	152.00
27: LIBRARY TAX FUND	Fund 27 - Lead Library Assistant	95.00	98.00
27: LIBRARY TAX FUND	Fund 27 - Librarian II	121.00	125.00
27: LIBRARY TAX FUND	Fund 27 - Library Assistant	102.00	105.00
31: ISABEL COOK COMMUNITY CENTER	Fund 31 - Maintenance Supervisor	466.00	479.00
34: ROBSON HOUSE	Fund 34 - Maintenance Supervisor	264.00	271.00